

**TELECOMMUNICATIONS MANDATE**

THIS AGREEMENT IS MADE THIS \_\_\_\_ day of \_\_\_\_ two thousand and BY AND BETWEEN ICICI Bank UK PLC, of the one part AND (hereinafter called 'the Customer') of the other party:

**WHEREAS**

- a. The Customer has opened or may in the future open one or more accounts with the Bank and in all cases has executed or will execute mandates in respect thereof.
- b. At the request of the Customer and subject as hereinafter set out the Bank has agreed to act upon instructions received by telephone and in consideration thereof the Customer has agreed to give the Bank the covenant undertaking and indemnity hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement:
  - a. The expression 'the Customer' shall be deemed to include one or more individuals, as limited liability company, a corporation, trust or any other legal entity and their respective heirs, estates and successors.
  - b. The expression 'the mandate' shall mean the mandate in force from time to time in respect of each account.
  - c. Each and every covenant undertaking and liability of each signatory hereto if more than one shall be joint and several on their part and be construed accordingly.
  - d. The singular shall include the plural and vice versa.
2. The Customer hereby authorises the Bank to act upon unauthenticated instructions which appear or purport to be from the Customer or from the person authorised under the mandate and which are received by telephone.
3. In the event of the Bank acting upon instructions so received THEN:
  - a. The Customer covenants and undertakes that the Customer will make no claim of any kind in any jurisdiction against the Bank or its successors in respect of any loss damage cost of expense the Customer may suffer incur or sustain directly or indirectly as a consequence thereof.
  - b. The Customer agrees to indemnify and to keep indemnified the Bank and its agents against all actions proceedings, liabilities, demands, claims, damages, costs and expenses which the Bank or its agent may suffer incur or sustain directly or indirectly as a consequence thereof.
4. The Bank shall be under no duty or obligation to make any inquiry into or to in any way verify instructions received from the person authorized under the account mandate and any failure on its part to do so shall not render the covenant undertaking and indemnity on the Customer's part set out above invalid illegal or unenforceable and shall not impair the same in any way.
5. The Bank shall not be obliged to act upon instructions received and in the event of the Bank not so acting it shall not be liable to the Customer for any loss damage cost or expense which the Customer may suffer, incur or sustain directly or indirectly as a consequence thereof.
6. This agreement shall be governed by and be construed in accordance with the laws of England and Wales and the parties hereby agree that any legal action or proceedings arising out of or in connection with this agreement may be brought in the Courts of England and Wales or at the Bank's sole and exclusive choice in such jurisdiction as it deems appropriate.

Please provide the following details. All fields marked with an asterisk (\*) must be filled in.

\*SIGNED in the presence of \_\_\_\_\_

\*SIGNATURE of witness \_\_\_\_\_

Details of the Account Holder :

\*NAME:

\*ADDRESS:

\*ACCOUNT NUMBER: \_\_\_\_\_

\*SIGNATURE: \_\_\_\_\_