

SECTION 1: ACCOUNT HOLDER INFORMATION

Primary Holder <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms		Nationality
Name: _____ (First Name) (Middle Name) (Last Name)		Telephone Number: (provide in the format IDD-region-telephone number)
Date of Birth: _____ (DD/MM/YYYY)		Mobile Number:
* Current Overseas Residence Address (mandatory): _____ _____		Residential Number:
City: _____ State: _____		Office Number:
Country: _____ Pin/Zip Code: _____		Email ID:
* Permanent Address: _____ _____		Passport details
City: _____ State: _____		Passport number:
Country: _____ Pin/Zip Code: _____		Date of issue (DD/MM/YYYY):
Permanent Account Number (PAN): _____		Date of expiry (DD/MM/YYYY):
Communication to be sent to (if not check, overseas residence address will be used): <input type="checkbox"/> Overseas Residence Address <input type="checkbox"/> Permanent Address		Place of issue:
* Address proof is required refer to Section 8.		PEP (Politically Exposed Person) details (Please refer to the Terms and Conditions in Section 4 for the definition of a PEP) Do you or your immediate family member or close relative or close associate, currently hold/have held/are being considered for a position as a PEP? <input type="checkbox"/> Yes <input type="checkbox"/> No
Employment: Primary Holder <input type="checkbox"/> Salaried		Number of years in above Employment/Business/Profession: <input type="checkbox"/> Up to 2 years <input type="checkbox"/> 2-5 years <input type="checkbox"/> Over 5 years
Company name: _____		Annual income USD: <input type="checkbox"/> Up to 250,000 <input type="checkbox"/> 250,001 - 1,000,000 <input type="checkbox"/> Over 1,000,000
Designation: _____		Source of wealth: <input type="checkbox"/> Business income <input type="checkbox"/> Inheritance <input type="checkbox"/> Investments <input type="checkbox"/> Salary <input type="checkbox"/> Personal Savings <input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> Self employed/professional <input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Law (Secretarial) <input type="checkbox"/> Engineer <input type="checkbox"/> Management Consultant <input type="checkbox"/> Other (Specify) _____		Number of years in foreign country: <input type="checkbox"/> Up to 2 years <input type="checkbox"/> 2-5 years <input type="checkbox"/> Over 5 years
<input type="checkbox"/> Business Name of Business: _____		Educational qualification:
Assets: _____ (Total Assets) _____ (investible Assets)		
Nature of business: <input type="checkbox"/> Hospitality <input type="checkbox"/> Export/Import <input type="checkbox"/> Jewelry/Bullion <input type="checkbox"/> Personal Investments <input type="checkbox"/> Manufacturing <input type="checkbox"/> Others (Specify) _____		
<input type="checkbox"/> Others (Specify) _____		

Joint Holder

<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms		Nationality
Name: <i>(First Name) (Middle Name) (Last Name)</i>		Telephone Number: <i>(provide in the format IDD-region-telephone number)</i>
Date of Birth: <i>(DD/MM/YYYY)</i>		Mobile Number:
* Current Residence Address (mandatory):		Residential Number:
		Office Number:
		Email ID:
City:	State:	Passport details
Country:	Pin/Zip Code:	Passport number:
* Permanent Address:		Date of issue <i>(DD/MM/YYYY)</i> :
		Date of expiry <i>(DD/MM/YYYY)</i> :
		Place of issue:
City:	State:	PEP (Politically Exposed Person) details
Country:	Pin/Zip Code:	(Please refer to the Terms and Conditions in Section 4 for the definition of a PEP) Do you or your immediate family member or close relative or close associate, currently hold/have held/are being considered for a position as a PEP?
<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Resident then relationship with primary applicant _____		<i>(All communication will be sent to the mailing address of the first holder)</i>
PAN Number in case of resident (mandatory) _____ <i>(Please complete Form 60 in Section 9 below if you do not have a PAN)</i>		
* Address proof is required refer to Section 8. <i>(For Resident Indian – India address, for NRI/PIO – Overseas address)</i>		

**Employment:
Primary Holder**

<input type="checkbox"/> Salaried Company name:	Number of years in above Employment/Business/Profession: <input type="checkbox"/> Up to 2 years <input type="checkbox"/> 2-5 years <input type="checkbox"/> Over 5 years
Designation:	Annual income USD: <input type="checkbox"/> Up to 250,000 <input type="checkbox"/> 250,001 - 1,000,000 <input type="checkbox"/> Over 1,000,000
<input type="checkbox"/> Self employed/professional <input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Law (Secretarial) <input type="checkbox"/> Engineer <input type="checkbox"/> Management Consultant <input type="checkbox"/> Other <i>(Specify)</i> _____	Source of wealth: <input type="checkbox"/> Business income <input type="checkbox"/> Inheritance <input type="checkbox"/> Investments <input type="checkbox"/> Salary <input type="checkbox"/> Personal Savings <input type="checkbox"/> Other <i>(Specify)</i> _____
<input type="checkbox"/> Business Name of Business:	Number of years in foreign country: <input type="checkbox"/> Up to 2 years <input type="checkbox"/> 2-5 years <input type="checkbox"/> Over 5 years
Assets: <i>(Total Assets) (investible Assets)</i>	Educational qualification:
Nature of business: <input type="checkbox"/> Hospitality <input type="checkbox"/> Export/Import <input type="checkbox"/> Jewelry/Bullion <input type="checkbox"/> Personal Investments <input type="checkbox"/> Manufacturing <input type="checkbox"/> Others <i>(Specify)</i> _____	
<input type="checkbox"/> Others <i>(Specify)</i> _____	

JPMorgan Chase Bank N.A., Mumbai Branch

SECTION 2: SETTING UP YOUR FCNR DEPOSIT

<p>Payment Details:</p> <p style="text-align: center;">(currency) (Amount in words)</p> <p>Amount in Figures:</p> <p>Tenor of Fixed deposit:</p> <p style="text-align: center;">(Years) (Months) (Days)</p> <p>Remittance Information:</p> <p>Remitting bank name and address _____</p> <p>_____</p> <p>In the name of _____</p> <p>Mode of Holding:</p> <p><input type="checkbox"/> Singly <input type="checkbox"/> Jointly <input type="checkbox"/> Joint: Either or survivor <input type="checkbox"/> Joint: Former or survivor*</p> <p><small>*If the joint account holder is a resident, then the mode of holding will be on a "Former or Survivor" basis.)</small></p> <p>Purpose of creation of deposit account:</p> <p><input type="checkbox"/> Saving <input type="checkbox"/> Investments <input type="checkbox"/> Others (specify) _____</p>	<p>Remit interest and/or maturity payment to:</p> <p>Beneficiary Bank : _____</p> <p>Bene Bank SWIFT code : _____</p> <p>Corresponding Bank : _____</p> <p>Account Number : _____</p> <p>Further credit to :</p> <p>Account Name : _____</p> <p>Account Number : _____</p> <p>Maturity instructions:</p> <p><input type="checkbox"/> Auto renewal <input type="checkbox"/> Payout</p> <p><small>(If the maturity instruction is not given, the deposit will be automatically renewed on maturity for a similar tenor as the original deposit at the applicable card rate. If you wish to make modifications on renewal please send us your instructions one week prior to maturity.)</small></p>
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Information of First Credit into the Account

Source of funds:

Salary Investments Savings Inheritance Business income Sale of property Others (Specify) _____

SECTION 3: NOMINATION DETAILS (FORM DA1)

Nomination under Section 45ZA of the Banking Regulation Act, 1949, and Rule 2(1) of the Banking Companies (Nomination) Rule, 1985 in respect of bank accounts.

Advantages of Nomination: the Bank recommends that all customers avail of the nomination facility. The nominee, in the event of the death of the customer/s, would receive the balance outstanding in the account. Nomination facility is intended only for individuals. There cannot be more than one nominee in respect of single/joint account. This is also applicable to deposits having operating instructions "Either or Survivor". It may be noted that in the case of a joint account, the nominee's right arises only after the death of all the holders.

■ THE NOMINEE OR GUARDIAN (WHERE APPLICABLE) SHOULD NOT BE ANY OF THE APPLICANTS TO THE ACCOUNT.

I/We do not wish to nominate

I/We _____ (Name) nominate the following person to who in the event of my/our death the amount of the deposit, may be returned.

Nominee				
Name	Address	Relationship with Depositor, if any	Age	If Nominee is a minor, his date of birth

2. As the nominee is a minor on this date, I/We appoint Shri/Smt./Kum.

_____ (name, address and age)

_____ to receive the amount of the deposit on behalf of the nominee in the event of my/our/minor's death during the minority of the nominee.

Witness by:

Name : _____

Address : _____

Signature : _____

Signature of Primary holder & Joint holder

SECTION 4: TERMS AND CONDITIONS

Foreign Currency Non-Resident (Bank) Deposit Terms and Conditions:

1. I/We (individually, the "Depositor" or "I", "me", "my" and its cognate expressions) certify that all information provided by me in this application form ("Deposit Form") for placing of foreign currency non-resident (bank) deposit/s ("Deposit") with a branch of JPMorgan Chase Bank, N.A., in India ("Bank") is accurate to the best of my knowledge, information and belief. I agree to, forthwith, inform the Bank in writing of any changes to the said information. These terms and conditions ("T&Cs") shall govern any and be applicable to all Deposits placed by me with the Bank.
2. I hereby declare that I am permitted by applicable laws and regulations to hold the Deposit/s and I am legally competent to execute, contract and carry out banking transactions and am not precluded by any law, judicial or political order or contract from placing and holding the Deposit/s. I understand and accept that it shall be my responsibility to be aware of and comply at all times with all relevant laws, regulations and rules applicable to me and the Deposit, including any tax, foreign exchange or capital controls, and for reporting or filing requirements that may apply in India and/or as a result of my country of citizenship, domicile or residence.
3. I am either:
 - (a) a Non-Resident Indian; OR
 - (b) a 'Person of Indian Origin' by virtue of (i) having, at some time, held an Indian passport, or (ii) me, or at least one of my parents or grandparents, being citizens of India by virtue of the Constitution of India or the (Indian) Citizenship Act, 1955, or (iii) the spouse of an Indian citizen, or of a person referred to in (b) (i) or (b) (ii) above; OR
 - (c) an Indian resident, permitted by applicable laws and regulations to jointly hold the Deposit with a person referred to in (a) or (b) above, on a 'former or survivor' basis.
4. I understand that the Deposit/s will be held by the Bank on the basis of the statements/declarations made by me. If any of the statements/declarations made herein and/or in the Deposit Form for placing the Deposit are found to be untrue, incorrect, incomplete or misleading in any manner, the Bank may, without prejudice to any other rights available to it, withhold and not pay any interest on the Deposit/s, and subject to the terms herein may redeem the Deposits, subject to all such outgoings and deductions towards premature redemption (including costs, charges, expenses and penalties relating to such premature redemption as determined by the Bank in its sole discretion) as may be applicable.
5. **FEMA Declaration:** I hereby declare that any transaction involving foreign exchange will not involve, and will not be designed for the purpose of, any contravention or evasion (directly or indirectly) of the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, direction or order made thereunder from time to time. I hereby agree and undertake to give such information/documents as will satisfy the Bank with regard to the bona fide nature of any foreign exchange transaction in terms of the above declaration. I understand that if I refuse to comply with any such requirement or make any unsatisfactory compliance therewith, the Bank shall be entitled to refuse to undertake any transaction on the Deposit and shall, if it has reason to believe that any contravention is contemplated, report the matter to the Reserve Bank of India ("RBI") and/or such other authority as the Bank deems appropriate.
6. **Deposit Insurance:** I understand and accept that the Deposits are with and are payable solely at and by the Bank at the branch in India where such Deposit is held. I understand that deposit insurance in India is subject to the provisions of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (as amended or re-enacted from time to time, the "Deposit Insurance Act") and that, subject to the Deposit satisfying the eligibility criteria specified under the Deposit Insurance Act, it will be insured by the Deposit Insurance and Credit Guarantee Corporation ("DICGC") against a bank failure. I understand that the DICGC insures principal and interest on an aggregated basis across all deposits and monies held in India by an account-holder up to a certain maximum amount.
7. I understand and agree that placement, holding and redemption of the Deposits, including repatriation of funds therefrom outside India is subject to and shall be in compliance with applicable Indian laws and regulations, any other valid legal/contractual restrictions, and the policies of the Bank (as available, from time to time, on the web-site for the Bank's branches in India, <https://www.jpmorgan.com/pages/jpmorgan/ap/in/bankservices> (the "Site"), (the "Policies")). I agree that the Bank will not be liable for loss that may be occasioned to me arising from the Bank's inability to or delay in repayment of the monies underlying any Deposit due to any act or circumstance beyond the control of the Bank, including without limitation an act of State, political disputes, civil commotion, war, terrorism, expropriation or unrest. Without prejudice to the generality of the foregoing, I understand and acknowledge that the Bank is subject to sanctions and restrictions deemed relevant by the Bank, including but not limited to sanctions administered or enforced by the Government of India, the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and/or Her Majesty's Treasury. I further accept that the Deposit/s may be blocked, frozen, redeemed, refused or delayed, where the Bank has grounds to believe that the holding of Deposit/s or the making of payments to me breaches applicable laws, regulations or sanctions. The Bank shall not be liable for any loss that may be suffered by me (including consequential loss) arising therefrom. I further undertake to provide to the Bank such additional information that the Bank deems necessary or appropriate in order for me to comply with any such regulations and/or requests or requirements. I agree, confirm and undertake to provide the Bank with all documents as may be reasonably requested by the Bank.

Payments of principal and interest: I understand, agree and confirm that the Bank is not obliged or required in any way whatsoever to pay or return to me all monies owed to me by the Bank under and with respect to the Deposit including any accrued but unpaid Interest Amount (as further defined below) and/or principal amount of the Deposit (such amount of accrued but unpaid interest amount and/or the principal amount the "Deposit Payment Amount") on any scheduled day of payment of interest, any Adjusted Payment Date (as defined below), any Early Redemption Date (as defined below) and/or the scheduled maturity of the Deposit (a "Payment Date"), as the case may be, if an Inconvertibility/ Non-Transferability Event, as determined by the Bank in its sole discretion, has occurred and is continuing on the Payment Date. In such an event:

 - (a) all monies owed to me by the Bank under and with respect to the Deposit including any accrued but unpaid Interest Amount and principal amount of the Deposit shall continue to be held by the Bank at my own risk;
 - (b) additional interest (default interest or otherwise) shall not accrue on such unpaid Deposit Payment Amount and shall not be payable by the Bank to me; and
 - (c) I hereby agree and acknowledge that the Bank is not liable in any way whatsoever, and I shall have no claims or actions whatsoever against the Bank, with respect to the non-payment of the Deposit Payment Amount to me as a result of the Inconvertibility/ Non-Transferability Event and the Bank is permitted to deal with the Deposit Payment Amount in accordance with applicable laws and regulations.

I further understand, agree and acknowledge that the Bank will pay the Deposit Payment Amount to me if, and only if, the Bank, in its sole discretion, determines that the Inconvertibility/ Non-Transferability Event is no longer continuing and that the Bank can operationally and in accordance with applicable laws and regulations transfer such monies to my Specified Account or the Designated Account as the case may be.

Upon the determination by the Bank (in its sole discretion) that the Inconvertibility/ Non-Transferability Event has ceased to exist on a particular date ("Cure Date"), the Deposit Payment Amount which would have been payable by the Bank to me but which has remained unpaid due to the Inconvertibility/ Non-Transferability Event shall be aggregated and paid within five business days of the Cure Date (such date of payment of the Deposit Payment Amount the "Adjusted Payment Date") provided that no Inconvertibility/ Non-Transferability Event is continuing on such Adjusted Payment Date.

Upon the occurrence of an Adjustment Event (as determined by the Bank in its sole discretion) any time, I agree and acknowledge that the Bank shall be entitled in its sole discretion to adjust the Interest Amount and/or the principal amount of the Deposit payable on any Payment Date to the Specified Account for costs, charges and expenses incurred by, or benefit accruing to, the Bank as a result of such Adjustment Event. I further agree and acknowledge that as a result of such Adjustment Event having occurred, the Deposit Payment Amount payable to me by the Bank on any Payment Date may be more, less or significantly less than the Deposit Payment Amount that would have been payable to me had such Adjustment Event not occurred, provided that the amount of any benefit accruing to the Bank and payable to me shall be subject to all applicable laws and regulations (including RBI regulations governing the highest amount of interest payable on FCNR(B) deposits.

Furthermore, I agree and acknowledge that upon the remittance of the Deposit Payment Amount into my Specified Account by the Bank, the Bank has, and shall be deemed to have, fully fulfilled and satisfied its liabilities under and in respect of the Deposit Payment Amount and that the Bank owes no further obligations under and with respect to the Deposit Payment Amount towards me, and that I shall have no further claims or actions whatsoever against the Bank with respect to the Deposit Payment Amount.
8. The Deposit shall be held in United States Dollars only. I understand and acknowledge that the Bank is entitled to seek any information with regard to the source of monies sought to be or held as a Deposit, and I shall, upon demand, without demur or dispute, inform the Bank of the source of such monies and provide such proof and documents as may be required by the Bank for validation of the same.

9. I understand that the Deposit will be held by the Bank subject to receipt of monies prior to a certain cut-off time on a business day in the location where the Deposit is held. Monies received after such cut-off time shall be placed in Deposit on the immediately succeeding business day in the location where the Deposit is held. The principal amount of the Deposit shall be as instructed by me/us and shall not, in any case, exceed the amount actually received in United States Dollars in the account of the Bank. The date on which the Deposit has been placed will be stipulated on the deposit receipt issued by the Bank (referred to therein as the "Placement Advice", the "Deposit Receipt"). The rate of interest applicable to each Deposit will be as set-out in the Deposit Receipt, and shall be a rate permitted in accordance with applicable laws and regulations. Interest on the Deposit ("Interest Amount") shall, except as otherwise provided in these T&Cs, accrue on a day-to-day basis on a 360 day year, and the accrued Interest Amount shall, except as otherwise provided in these T&Cs, be payable 180 days after placement of the Deposit, and on the anniversary thereof (and for Deposits placed for a period exceeding a year, on each anniversary and 180 days from each anniversary), during the tenor of such Deposit and/or, subject to the terms hereof, at redemption. If the scheduled date of payment of any monies by the Bank is not a banking business day for the Bank, payment will be made on the next banking business day. Interest shall accrue on the principal amount of the Deposit at the applicable rate prescribed under applicable laws and regulations for the intervening non-banking business day/s. Notwithstanding the foregoing and for the avoidance of doubt, interest shall not accrue on the Deposit (i) from and including the date of occurrence of an Inconvertibility/Non-Transferability Event to and including the Adjusted Payment Date as provided under Clause 7, and (ii) from and including the date of termination of the underlying deposit following termination of the Swap Facility to and including the Early Redemption Date as provided under Clause 10.
10. I understand and confirm that the Deposits are being placed for the tenor as requested by me, which has also been stipulated in the Deposit Receipt. I agree and confirm that I shall NOT be permitted to redeem the Deposit (in part or in full) prematurely without the consent of the Bank and I agree and undertake that I will not issue any instructions to the contrary to the Bank. Notwithstanding the foregoing, I hereby consent and agree with the Bank that the Lender may (in its absolute discretion and without prior notification to me) at any time after the Minimum Lock-in Period, instruct the Bank to early redeem the Deposit or any part thereof. I hereby acknowledge, confirm and agree that in the event that the Lender instructs the Bank to redeem the Deposit (or any part thereof), the Bank shall be obliged to redeem the Deposit (or any part thereof) in accordance with the Lender's instructions.
- Determination of Early Redemption Amount:**
I hereby agree, acknowledge and confirm that in the event that the Bank is required to early redeem the Deposit (in full or in part) (an "Early Redemption") due to circumstances, which without limitation include: (i) receipt of instructions from the Lender by the Bank to early redeem the Deposit (in full or in part); (ii) violation of Clauses 4 and/or 7 of these T&Cs; or (iii) occurrence/existence of such other circumstances which are beyond the control of the Bank, then the Deposit shall be redeemed and paid to me by the Bank on such day as determined by the Bank in its sole discretion (the "Early Redemption Date") at the Early Redemption Amount in accordance with the applicable laws and regulations of India, including any instructions, discussions, directions or guidelines from the RBI (including without limitation with respect to the RBI Circular RBI/2013-2014/234: FMD.MOAG. No.84 /01.06.016/2013-14: Swap Window for Attracting FCNR (B) Dollar Funds) and no interest (default interest or otherwise) shall accrue on the Deposit or be payable from and including the date of termination of the underlying deposit following termination of the Swap Facility to and including the Early Redemption Date by the Bank to me. I hereby agree and acknowledge that any Early Redemption Amount payable by the Bank shall take into account, among other factors, prevailing market rates, liquidity, price factors, the Bank's hedging obligations as well as discussions and directions given by the RBI on computation of redemption penalties and such other factors deemed relevant by the Bank in its sole and absolute discretion and shall only be payable to the Depositor by the Bank on the Early Redemption Date. **I agree and acknowledge that as a consequence of the above, the Early Redemption Amount that I may receive from the Bank may be an amount less than the original Deposit amount that I have originally placed with the Bank, and in the worst case scenario, I may receive zero amount from the Bank (i.e., the Early Redemption Amount may be zero).**
- I agree and acknowledge that the "Early Redemption Amount" shall be calculated by the Bank in its sole discretion based on the formula below:
- principal amount of the Deposit plus any accrued but unpaid interest minus
 - a penalty amount calculated in USD as INR Amount A minus INR Amount B and such difference being divided by the USD:INR spot rate at which the Bank sells the principal amount of the Deposit to RBI on the near leg of the Swap Facility minus
 - any Break Cost, as computed on the Early Redemption Date minus
 - any costs incurred by the Bank as a result of an Adjustment Event
- I further agree and acknowledge that the Early Redemption Amount determined by the Bank (at its sole discretion) based on the formula above shall be final and conclusive and I shall not challenge such determination of the Bank or the formula above (including without limitation the amounts payable under sub-paragraph (b) of the formula above).
- Furthermore, I agree and acknowledge that upon the remittance of the Early Redemption Amount into my Specified Account or the Designated Account as the case may be, by the Bank, the Bank has, and shall be deemed to have, fully fulfilled and satisfied its liabilities under and in respect of the Deposit and that the Bank owes no further obligations under and with respect to the Deposit towards me, and that I shall have no further claims or actions whatsoever against the Bank with respect to the Deposit.
- For further information, please refer to the scenarios for numerical explanation of penalties applicable on Early Redemption of the Deposit in the relevant RBI circular and FAQ shown in the links as below.
- [RBI/2013-2014/234](#)**
[FMD.MOAG. No.84 /01.06.016/2013-14](#)
[Swap Window for Attracting FCNR \(B\) Dollar Funds](#)
[Circular DBOD.Dir.BC. 38/13.03.00/2013-14 dated August 14, 2013](#)
<http://rbi.org.in/scripts/FAQView.aspx?Id=98>
- "Break Cost" includes without limitation, any unwinding costs, hedging costs, and/or other costs incurred whether relating to or arising from Early Redemption of the Deposit or otherwise. Any Break Cost will take into account, among other factors, prevailing market rates including but not limited to O/N MIBOR rates, 3yr OIS, Bank's cost of funds, liquidity, price factors, the Bank's hedging obligations including any coupon only swaps which may or may not be entered into by the Bank and such other factors deemed relevant by the Bank in its sole and absolute discretion.
11. I am aware that applicable laws and regulations permit Deposits of persons who return to India for permanent settlement to continue till maturity at the contracted rate of interest, subject to such other conditions and requirements under applicable laws and regulations. However, I agree and confirm that the Bank may permit or not permit continuation of the Deposit in accordance with its Policies, and any other contractual restrictions that may be applicable.
12. I hereby authorize and instruct the Bank, unless duly instructed to the contrary, to automatically renew all Deposits on maturity for a similar tenor as the original Deposit.
13. I agree and confirm that, notwithstanding any instructions to the contrary by any person, the Bank shall only be required to act in accordance with applicable law and regulations, and its Policies, with regard to the Deposits if I and/or any joint holder were to die prior to maturity of a Deposit. Notwithstanding the generality of the above, the Bank shall also be entitled, without liability, to maintain status quo and/or not transfer monies underlying the Deposits unless it is reasonably evidenced to the Bank that there are no adverse claims.

14. Any notice or communication (including statements relating to the Deposit/s, "Statements", which may be provided by the Bank, if required by me) from the Bank to me may be sent in original through courier or vide such other mode of communication as may be acceptable to the Bank, at my address provided in the Deposit Form, or as appropriately changed by me in writing, from time to time. I further agree and acknowledge that, where any Deposit is held by me jointly with any other person, notices and communications sent by the Bank to the first holder will be deemed to be received by me, whether or not I have actually received the same. Any communication from me to the Bank shall be effective upon actual receipt of such communication by the Bank in a form and manner satisfactory to it. I understand and accept that I am required to promptly notify the Bank of any change in my name, address or other particulars filed with the Bank. The Bank shall not be obliged to accept from me any oral or facsimile instructions. If the Bank permits me, from time to time at the Bank's discretion and subject to such conditions as the Bank may deem appropriate, to send instructions and send and receive information by facsimile or electronic mail, I understand, acknowledge and accept that the Bank may refuse to act on any such communications that do not appear to originate from my facsimile number or electronic mail address. I hereby authorise the Bank to treat any communications and instructions received by the Bank as fully binding upon me without the Bank making any further verification or inquiry with me. Provided however that, prior to execution of an instruction received by the Bank by facsimile or electronic mail, the Bank shall have the right, but not the obligation, to require such instruction to be confirmed by me to the Bank in accordance with the Bank's security procedures in place from time to time, including Bank-initiated telephone callback at such telephone number as last provided by me to the Bank. I hereby consent to any callbacks being recorded by the Bank. I agree that the Bank may rely on its audio recording, a print of the electronic mail as received by it, and facsimile copy or a photocopy of a facsimile copy of any communication, as the case may be, as constituting final and conclusive evidence of such communication. I undertake to accept full responsibility and liability for all communications received by the Bank that appear to originate from my facsimile number and/or my email address and are purportedly signed by me, provided that the Bank adheres to any pre-agreed security procedures. I shall send to the Bank the original of any communication sent by facsimile within 30 business days of sending such communication. In the event of discrepancy between the facsimile copy/email message and the original of the communication, if the Bank has acted on the facsimile or email, the facsimile or email, as the case may be, shall prevail and shall be deemed to over-ride and supersede for all purposes.
- I acknowledge that communication sent by facsimile transmission may not be properly, completely and correctly received, and may not be secure. By choosing to send and receive communications via facsimile, I assume all risks associated, or in connection, with such usage, including
- garbled, incomplete or incorrect content;
 - vulnerability to unauthorized interception by third parties; and
 - the consequences of such Notices being misrouted, delayed or otherwise not delivered, (collectively, the "Risks").
- I hereby agree with the Bank that the Risks shall be borne by me. The Bank shall not be liable for any loss/liability or damages arising from any such misunderstanding, errors or unintended disclosures or from such breach of confidentiality regarding such instructions except as a result of the Bank's willful misconduct or fraud.
15. I understand that the Bank will send me Statements at such intervals as the Bank may deem appropriate. If there appears to be any discrepancy, error or omission in the Statements, I shall, forthwith, intimate the Bank in writing of the same. I agree and confirm, notwithstanding the above, that the Bank shall have the right to reverse any entries erroneously passed, with or without notice to me, and to make debits/credits to the extent required to rectify any erroneous entries.
16. I agree and confirm that I shall not be permitted, without the prior written consent of the Bank, to assign, transfer, encumber or otherwise create any interest with regard to any rights, title, interest or benefit to the Deposit/s, to or in favour of any person. Any such assignment, transfer, encumbrance or creation of interest without the prior written consent of the Bank shall be void ab initio, and the Bank shall be entitled to act as if such action had not occurred. I understand and confirm that the Bank shall not be obliged to, and shall only, extend credit facilities to me at its sole and absolute discretion.
17. I acknowledge and confirm that the Bank, through its branches wherever situated, may, at any time, and without notice to me, combine and consolidate all or any of my accounts (including the Deposits) held with the Bank and set off, adjust or transfer any sum or sums standing to the credit of any or more such accounts in or towards satisfaction of any of my liabilities to the Bank on any account or in any other respect whether such liability is actual or contingent, past/crystallized or future, primary or collateral, and several or joint.
18. I am aware that payments to be made to me by the Bank pursuant to the Deposit may be subject to tax deduction at source as per the prevailing Income Tax Act, 1961 and rules framed thereunder, and may also be subject to other taxes, including indirect taxes, from time to time. All interest will be paid gross (unless the Bank is required by law to make any deduction for withholding tax) and I shall, accordingly, be responsible for declaring and paying tax thereon.
19. I hereby authorise and permit the Bank to disclose any information as the Bank shall consider fit to its affiliates and group entities, professional advisers, consultants and service providers, wherever located, to statutory, regulatory, judicial, executive and supervisory authorities, to the Credit Information Bureau (India) Ltd., RBI and any other agency authorised in this behalf by the RBI. I declare and undertake that the information and date furnished and that may be furnished by me to the Bank is and shall be true and correct.
20. I hereby (i) authorise and permit the Bank to request from me from time to time all such information/documents relating to me as the Bank deems necessary or appropriate, and (ii) agree and undertake to provide promptly to the Bank upon request all such information/documents in form and substance satisfactory to the Bank.
21. I confirm that the Bank may charge fees/service charges in relation to services relating to holding the Deposits, and there could be duties or taxes payable as a result thereof. I agree that the fees, charges, duties, taxes and any other expenses that the Bank may incur may be debited by the Bank from the Deposit/s prior to making any payments to me therefrom. Details of applicable fees/charges, from time to time, shall be detailed on the Site. The charges/fees may be revised by the Bank at its absolute discretion from time to time, and I hereby agree that any such revision shall be binding upon me from the date such revised charges are made available on the Site.
22. In the event a charge has been created over the Deposit/s in favour of a Lender:
- i) I hereby irrevocably instruct and authorise the Bank (without any reference to me, and notwithstanding instructions to the contrary from me) to:
 - a) act as per the instructions of the Lender to hold, redeem and transfer the monies underlying the Deposit/s to the Designated Accounts, and to take any and all actions as the Bank may deem fit in the interim, including to hold the monies (without interest), whether or not a Status Change Event has occurred; and
 - b) apply the proceeds of the Deposits (or any part thereof) in or towards purchasing the Original Currency (at such rate as the Bank may determine at its discretion) where the Secured Obligations are in a currency ("Original Currency") different from that of the Deposit.
 - ii) I confirm and acknowledge that the irrevocable instructions and authorisations provided to the Bank in Clause 22(i) have been provided by me for due consideration, and shall remain valid until all of the Secured Obligations have been duly discharged to the satisfaction of the Lender.
 - iii) I hereby agree that the Bank shall not be required to seek evidence of the occurrence of an Event of Default, and any information and/or instructions provided to the Bank by the Lender shall be binding on me and the Bank for all intents and purposes.
 - iv) I hereby agree, acknowledge and understand that any change in the holding of the Deposit/s (whether from single to joint, joint to single, or any change in the holder/s) shall only be effected with the prior consent of the Lender, and shall also be subject to satisfactory completion of all legal, regulatory and Policy requirements to the Bank's satisfaction.
 - v) I hereby agree to inform the Bank, in writing, about any steps or action contemplated to be taken by me/us which may result in a Status Change Event, as soon as possible.
23. I agree and confirm that the Bank shall not be liable for any losses caused by its inability or delay in taking any actions with regard to its obligations pursuant to the Deposit, either wholly or in part, caused by any force majeure events including but not limited to, restrictions on convertibility, transferability, requisitions, involuntary transfers, riot, disturbance, strikes, lock-outs, war, civil strife, theft, flood, fire, earthquake, act of God, act of any government, system or communication failures, or any other event beyond the control of the Bank.
24. I agree that the laws of India will govern these T&Cs and all rights and obligations with respect to the Deposits, and disputes shall be subject to the exclusive jurisdiction of competent courts and tribunals at the location in India where the Deposit is being held.
25. I agree and confirm that the Bank may vary or amend the whole and/or part of these T&Cs, from time to time, by provision of at least thirty (30) days' written notice to me and I agree to be bound by such amended/modified T&Cs.
26. Each of the provisions of these T&Cs is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- Only for Citizens of Bangladesh and Pakistan: I have obtained specific approval from the Reserve Bank of India to open accounts for Non Resident Indians, and a copy of the same has been submitted to the Bank by me. Only for residents of India jointly holding Deposit/s with a person who is not resident in India: I am a 'relative' (as such term is defined in S. 2(77) of the Companies Act, 2013) of the first holder of the Deposit/s.

Definitions

- i) **"Borrower"** means the person/s who have availed of a credit facility from the Lender, secured by a duly created charge on the Deposit/s;
- ii) **"Designated Account"** means the cash account outside India into which all monies underlying the Deposit/s are required to be remitted by the Bank, on the instructions of the Lender;
- iii) **"Event of Default"** means an event or circumstance that contractually entitles the Lender to exercise any and all rights pursuant to the credit facility agreement between the Lender and the Borrower and the charge created in its favour over the Deposit/s;
- iv) **"INR Amount A"** means the amount in INR computed as the INR Notional compounded on a semi annual basis over the elapsed tenor that the Deposit has been held at a rate of 7.50% (or any other rate imposed by the RBI) per annum PLUS the prevailing USD/INR swap rate on the Early Redemption Date for the residual tenor of the original Deposit as computed by the RBI in the unwind of the Swap Facility;
- v) **"INR Amount B"** means the amount in INR computed as the INR Notional compounded on a semi annual basis over the elapsed tenor that the Deposit has been held at a rate of 3.50% (or any other rate used by the RBI in calculating the Swap Facility amounts);
- vi) **"INR Notional"** means the principal amount of the Deposit multiplied by the USD INR spot rate at which the Bank sells the principal amount of the Deposit to the RBI on the near leg of the Swap Facility;
- vii) **"Lender"** means JPMorgan Chase Bank, N.A., acting through its branch/es outside India, or any correspondent banks as acceptable to the Bank, from time to time, through which a credit facility has been extended to the Borrower;
- viii) **"Minimum Lock-in Period"** means the period commencing on the date of entry into of the Swap Facility by the Bank and ending on its first anniversary date;
- ix) **"Specified Account"** means the cash account outside India into which all monies underlying the Deposit/s are required to be remitted by the Bank, on the instructions of the Depositor;
- x) **"Secured Obligations"** means all obligations of the Borrower owed to the Lender whether present or future, actual or contingent;
- xi) **"Status Change Event"** is an event whereby a Deposit-holder who was not a resident of India becomes a resident of India, as understood by extant Indian laws and regulations;
- xii) **"Swap Facility"** means the swap facility entered into by the Bank with the RBI with respect to the Deposit; and
- xiii) **"PEP"** is a person who is identified in the course of normal account opening or maintenance procedures to be a "senior political figure," any member of a senior political figure's immediate family or close relative and any close associate of a senior political figure. A "senior political figure" is a current or former senior official in the executive, legislative, administrative, military or judicial branches of a government whether elected or not. Examples include but are not limited to presidents, vice presidents, mayors of large metropolitan areas, governors, revenue and enforcement officials, directors of government intelligence agencies, cabinet members, ministers of finance, ministers of foreign affairs, municipal commissioners, ambassadors, diplomats, consuls general, vice consuls, individuals acting in an official capacity for an embassy), a royal head of state (including ceremonial) or member of a royal family, a senior official of a major political party, or a senior executive of a government-owned commercial enterprise. A "senior official or executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources. In addition, a "senior political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a "senior political figure". "Immediate family or close relative" of a senior political figure typically includes the figure's parents, siblings, spouse(s), children and spouse(s) ' parents or siblings. A "close associate" of a senior political figure is a person who is widely and publicly known to be a close associate of such political figure, and includes a person who is in a position to conduct substantial financial transactions on behalf of the senior political figure.

Additional Definitions

An **"Adjustment Event"** means:

With respect to the Deposit, the occurrence of one or more of the following events:

- (a) an early termination by the RBI of the Swap Facility for any reason whatsoever;
 - (b) the RBI, for whatever reason, does not or is unable to fulfill (whether fully or partially) its obligations under the Swap Facility, including without limitation, where the RBI fails to make, when due, any payment under or pursuant to the terms of the Swap Facility required to be made by it and such failure is not remedied within the prescribed time; or
 - (c) the RBI changes, or adopts (or has changed or adopted) a different treatment, view, interpretation, or made a determination (whether or not in respect of any of the terms and conditions of the Swap Facility) which results in, or which will result in, increased costs, penalty or discriminatory rates of exchange when INR is converted into USD for the Bank, and/or which affects, or will affect, the ability of the Bank to receive the full value of any payment (when converted to USD) under or pursuant to the Swap Facility.
- In each case, the occurrence of an "Adjustment Event" shall be determined by the Bank in its sole discretion.

A **"Non-Transferability/ Inconvertibility Event"** means:

With respect to the Deposit, the occurrence of any of the following events as determined by the Bank acting in good faith and in a commercially reasonable manner:

- (a) the occurrence of any event or circumstance (other than an event or circumstance which is specific to the Bank and/or any of its affiliates and does not otherwise apply to market participants in general or any section of them) including, without limitation:
 - A. the adoption of or change or pending change to any practice, rule, regulation or statute by any governmental or regulatory authority in India including, without limitation, the Ministry of Finance, the RBI and the Securities and Exchange Board of India or the issuance of any order, decree, ruling or directive by any such governmental or regulatory authority in India; and/or
 - B. where RBI changes, or adopts (or has changed or adopted) a different treatment, view, interpretation, or made a determination (whether or not in respect of any of the terms and conditions of the Swap Facility) which makes, or which will make, it unlawful, impossible or impracticable or hinder, limit or restrict (including without limitation by way of delay):
 - (i) the manner in which INR may be converted into USD through any customary legal channel in India; or
 - (ii) the availability of USD through any customary legal channel in India; or
 - (iii) the ability of the Bank to receive the full value of any cash payment including any cash payment under or pursuant to the Swap Facility (when converted to USD) due to the introduction of a new currency regime (including the introduction of a dual currency regime) or the imposition of currency exchange limitations; or
 - (iv) the manner in which USD may be delivered (A) between or to accounts inside India or (B) from accounts inside India to accounts outside India or to a party that is non-resident of India; and/or
- (b) the unavailability of USD or unavailability of a market quotation applicable to the purchase of USD for INR in any legal exchange market in India in accordance with normal commercial practice, in each case relative to the manner, availability or practice in existence as of the date hereof.

SECTION 5: PERSON OF INDIAN ORIGIN (PIO) DECLARATION (If Applicable)

Primary Holder

I hereby solemnly affirm and declare that I am a person of Indian origin (PIO) as defined under Foreign Exchange Management Act, 1999 (FEMA*).

A. I hereby enclose a copy of my PIO card bearing no. _____ Or

B. I do not have a PIO card, however I satisfy the following condition *(please tick the choice applicable to you)*

I held an Indian passport in the past or

My parents / grandparents (name) _____ is / was citizen of the Republic of India by virtue of the constitution of India or the Citizenship act 1955 or

I am the spouse of an Indian citizen or a PIO

Joint Holder

I hereby solemnly affirm and declare that I am a person of Indian origin (PIO) as defined under Foreign Exchange Management Act, 1999 (FEMA*).

A. I hereby enclose a copy of my PIO card bearing no. _____ Or

B. I do not have a PIO card, however I satisfy the following condition *(please tick the choice applicable to you)*

I held an Indian passport in the past or

My parents / grandparents (name) _____ is / was citizen of the Republic of India by virtue of the constitution of India or the Citizenship act 1955 or

I am the spouse of an Indian citizen or a PIO

SECTION 6: SIGNATURE AND PHOTOS

Primary holder

Name:

Signature



Date: _____

Photograph

Joint holder

Name:

Signature



Date: _____

Photograph

SECTION 7: OFFICE USE ONLY

The customer(s) have been met in person and the documents have been verified against the originals and he/she signed the application in my presence

Please specify the location where you met the customer: _____

The customer(s) have not been met in person

The ID Verification has been carried out using: _____

The address has been verified through _____

Name of Officer _____

Signature of Officer

FCNR Deposit Number: _____

SECTION 8: DOCUMENTS REQUIRED FOR ACCOUNT OPENING**Instructions:**

- 1 Please complete all the fields of the deposit opening form in block/capital letters and countersign any corrections/overwriting on the form. Please ensure you strike out all the blank sections of the form prior to submission.
- 2 Please submit translated copies in English in case work permit/employment visa submitted is in a foreign language.
- 3 Kindly ensure that photocopies of all documentary proof submitted are clear and visible.
- 4 Applications received without supporting documentation as mentioned in the checklist may delay the processing of the form.

Please submit the following documents with the application form for each account holder/s:

- 2 passport size photographs (recent):

- **Identity proof**
 - Passport (mandatory)

- **Overseas address proof (any 1)**
 - Driving licence
 - Utility bill (gas, water, electricity not more than 3 months old)
 - Work permit
 - Bank account/bank issued credit card statement (not more than 3 months old) or passbook (with entries not more than 3 months old)
 - Property tax bill received from a government department (not more than 12 months old)
 - Valid registered lease deed in the name of the account holder
 - Letter from existing banker confirming overseas residential address and that period of relationship with bank is more than 6 months old (subject to Bank's satisfaction)
 - Original letter from employer confirming overseas address with employer issued ID card carrying name, photo and signature (subject to Bank's satisfaction)

- **India address proof (any 1)**
 - PAN intimation letter issued by Income tax department bearing name and address of the individual
 - Utility bill (gas, water, electricity not more than 3 months old)
 - Ration card
 - Valid registered lease deed in the name of the account holder
 - Bank account statement (not more than 3 months)

Additional documents required (as applicable)

- Copy of relevant pages of passport/valid work permit/employment visa
- Copy of PIO/OCI card if available or Indian passport of self/parents/grandparents or documents issued by authority school/college/government specifying your place of birth as India (PIO)
- PAN card in case of resident joint holder
- All copies of documents submitted should be self certified and will be verified against the original. In case the deposit account is operated under a valid POA, please submit a photograph and self certified copies of identity and address proof of the POA holder.
- For documents mailed to JPMorgan Chase Bank N.A., Mumbai branch, copies of all the documents (individual pages) should be additionally certified/attested (name/address/identity reference/stamp of the attesting official must be clearly evident) as verified against the original, by any of the following:
 - JPMorgan Chase Bank N.A. branches
 - Any regulated and supervised entity overseas (subject to Bank's satisfaction)
 - Indian embassy/consulate in your country of residence
- All documents should be current and valid.

JPMorgan Chase Bank N.A., Mumbai Branch

SECTION 9: FORM 60

Form of declaration to be filled by a person who does not have a PAN and who enters into any transaction specified in rule 114B.

- 1. Full name and Address of the Declarant:

- 2. Particulars of the Transaction:

- 3. Amount of the Transaction:

- 4. Are you assessed to tax? Yes No
- 5. If Yes,
 - i. Details of Ward/Circle/Range where the last return of the Income was filed?

 - ii. Reasons for not having Permanent Account Number?
_____If applied for PAN, please provide copy of 49A duly acknowledged.
- 6. Details of the document being produced in support of address in (1)

Verification _____

I, _____
do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verify today _____

day of _____

Signature of Joint Holder:

Date: _____

JPMorgan Chase Bank N.A., Mumbai Branch