

DECLARATION FOR USE OF BarodaINSTA SMART TRADE:

I/We am/are aware that the usage of BarodaINSTA SMART TRADE facility is governed by the terms and conditions which are available and downloaded from Bank's website at www.bankofbaroda.com and also from BarodaINSTA Smart Trade portal at <https://barodainsta.com/mp/portal> the site maintained by Bank of Baroda and I/we have reviewed the contents of the same. I/We affirm, confirm and undertake that I/we have read and understood the Terms and Conditions for usage of the BarodaINSTA SMART TRADE services and agree to them. I/We accept and agree that I/we are aware of the contents of the terms and conditions and that all my/our rights and liabilities would be governed by the said terms and conditions by my/our act of accessing on <https://barodainsta.com/mp/portal>. I/we thereby agree to be subject to and comply with all the provisions of the terms and conditions which are incorporated by reference herein and deemed to be part of this application form to the same extent as if such provisions had been set forth in full herein.

I/We do hereby indemnify and forever keep indemnified the Bank and it's successors and assigns from and against any or all claims, actions, penalties that may be made, suffered or incurred by the Bank by reason of non-compliance of any of the terms and conditions set forth.

I/We consent, accept and take responsibility to maintain confidentiality of the user ID, password, OTP, etc. assigned to me.

DECLARATION FOR TRANSACTION (REMITTANCES FROM INDIA)

I/We hereby declare that the transaction requests whenever uploaded by me/us through BarodaINSTA Smart Trade would not involve, and would not be designed for any purpose for which the drawing of foreign exchange is prohibited under rule 3 of the FEMA Current A/c transactions Rules, 2000 read with schedule I thereof of viz,

1. Travel to Nepal & or Bhutan
2. Transaction with a person resident in Nepal or Bhutan
3. Remittance out of lottery winnings
4. Remittance of Income from Racing/riding etc. or any other hobby.
5. Remittance for purchases of Lottery tickets, banned or prescribed magazines, football pools, sweep stakes, schemes involving money circulations, securing prize money awards etc.
6. Payment of commission on exports made towards equity investments in joint ventures/wholly owned subsidiaries abroad of Indian Companies
7. Remittance of dividend by any company to which the requirement of dividend balancing is applicable.
8. Payment of commission on export under rupee state credit route except commission upto 10% in invoice value of exports of Tea & Tobacco.
9. Payment related to "Call back services" or telephones.
10. Remittance of interest income on funds held in non-resident special rupee a/c schemes.

Other relevant declarations:

1. I/We also hereby agree and undertake to give such information/documents as will reasonably satisfy you about the transaction/s.
2. I/we agree that in the event of transaction/s could not be executed/debited to my/our account after submitting the request for processing to the bank on account of insufficient/unclear balance at the same time of execution of the transaction in my/our account any exchange losses incurred in this connection due to reversal of the Forex deal can be charged to my/our Bank of Baroda account.
3. I/we agree that in the event the transaction/s is cancelled or revoked by me/us after submitting the request for processing to the bank any exchange losses incurred in this connection can be charged to my/our Bank of Baroda account. I/we further agree that once the funds remitted by me/us have been transmitted by Bank of Baroda to the correspondent and/or beneficiary banks, Bank of Baroda shall not be responsible for any delays in the disbursement of such funds including the withholding of such funds by the correspondent and/or beneficiary banks. I/We further agree that once the funds remitted by me/us have been transmitted by Bank of Baroda, intermediary Bank charges may be levied by Correspondent and/or Beneficiary Banks, which may vary from bank to bank.
4. I/we agree that in the event the transaction/s being rejected by the beneficiary bank because of incorrect information submitted by me, any charges levied by the beneficiary bank or exchange losses incurred in this connection can be charged to my Bank of Baroda account.
5. I/we also agree that the exchange rate will be applicable at the time of deal booking and may vary from the rate prevailing when the request is submitted. I/we also understand that the rate communicated to us (if any) is an indicative rate and the actual rate may be different from the same.
6. I/we also declare that the transaction would not have linkage with Specially Designated Nations and blocked person (SDN) countries listed under OFAC/UN sanctions in any manner. I/we undertake not to hold Bank of Baroda responsible for any of its action or inaction in respect of the OFAC-linked/UN sanctioned transactions.

FEMA DECLARATION (Under Section 10 (5), Chapter III of The Foreign Exchange Management Act, 1999) for all Trade Finance Transactions

I/We hereby declare that the transactions to be undertaken using Baroda INSTA SMART TRADE Customer portal, the details of which will be specifically mentioned in each of the transaction request letters, will not involve, and will not be designed for the purpose of any contravention or evasion of the provisions of the aforesaid act of any rule, regulation, notification, direction or order made there under. I/ We also hereby agree and undertake to give such information/ documents for every transaction as will reasonably satisfy you about the transaction in terms of the above declaration.

I/We also undertake that if I/ We refuse to comply with any such requirements or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transactions and shall if it has reason to believe that any contravention /evasion is contemplated by me /us report the matter to Reserve Bank Of India.

Signature:

Name:

Signature:

Name:

Signature:

Name:

Place:

Date: / /

Note:

- All the above fields are mandatory.
- Self-attested copies of PAN and Aadhar card to be submitted by the user/users along with this form.

For Branch Use:

We confirm that

1. The customer details given above are correct and are recorded in CBS.
2. We have verified the signatures of the customer as appended above.
3. KYC of Customer ID and authorized signatories has been completed as per Bank's extant guidelines.
4. All Account/Accounts of the above customer have been linked to one Customer ID as given above
5. We recommend granting Baroda INSTA SMART TRADE facility to the above customer.

Branch type : B-Category C-Category

Specify SOL ID of Linked B-Category Branch _____.

Signature :

Signature :

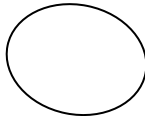
Officer Name :

Branch Manager Name :

Signature No :

Signature No. :

BRANCH SEAL:



Checklist:

1. ID Proof of User/Users enclosed
2. Enclosed ID proof verified with original by branch.

For Back Office Use:

User ID created on : ___ / ___ / ____

Officer Name : _____

Officer Signature: _____