

Principal Only Swap (POS)

Product Disclosure Statement ("PDS")

Objective

The objective of this document is to provide you with relevant information about the various derivative products offered by RBL Bank. This document provides adequate information about Principal only Swap, to help you understand their features, risks, benefits, an illustration of how the product works, and to assist you in making an informed decision about entering into Principal only Swap, and for comparison purposes. Please read this PDS fully before entering into this transaction.

Factors affecting the Value of Currency Swaps

Swap value depends on the prevailing spot rate, Domestic and foreign Interest rates, tenor and forward premia/discount.

Costs

Any such transaction will be concluded at the all-inclusive price and there would not be any separate costs, fees and charges. The break-up of all-inclusive price will be provided as per the regulatory guidelines in place. Charges and other recoveries will be recovered separately as applicable from time to time.

Description

A Principal only Swap, is a derivative contract between two counterparties, to exchange coupons (fixed/floating) and principals in the two different currencies, periodically based on the underlying loan/bond cashflows.

Purpose

The purpose of a Principal only Swap, is to hedge the currency risk on the principal cash flows based on the underlying.

Termination

Termination of the transaction before the maturity date, will be done at the prevailing market rates. The termination value may either be positive (gain) or negative (loss). The termination value would be a function of the market factors like FX rate, Option strike rate, forward rates, interest rate curves, volatility, residual tenor, discounting curves etc as applicable. The illiquidity associated with market bid/offers will also impact the pricing and unwind values. These risks mentioned in this document are not exhaustive and are just illustrative.

Illustration for USD/INR POS

- ◆ Spot reference: 80.00
- ◆ Tenor: 5 years
- ◆ Notional: USD 5 Million, INR 40 Crs
- ◆ USD 3 Month LIBOR
- ◆ Hedging entity receives: 0% in USD. and receives USD 5 Million at maturity
- ◆ Hedging entity pays: 4.00% in INR semi-annually and pays INR 40 crs at maturity

Possible Scenarios at Expiry

- ◆ The hedging entity receives 0% on USD notional and pays INR 4% on INR notional
- ◆ USD/INR Spot gets fixed at 90, the principal amount gets exchanged at INR 80/USD
- ◆ USD/INR Spot gets fixed at 70, the principal amount gets exchanged at INR 80/USD

Features and Risk

The hedging entity is hedged against any movements in the FX rate and is protected on his principal cash flows. However, in case of any INR appreciation, the hedging entity would not be able to participate in the favourable movement as he would be locked at the initial rate of INR 80/USD

Inherent risks associated in the transaction

◆ **SUMMARY INFORMATION ONLY**

This document contains summary information only. It does not contain all of the terms and conditions (material or otherwise) of this Transaction and the Counterparty is advised to review all of the documents referred to under the section headed "Documentation".

◆ **TENOR OF TRANSACTION**

Counterparty should be satisfied with the entire tenor of the Transaction. Counterparty should note that any transaction with a longer tenor will be associated with higher risks and usually involve higher cost of early termination if early termination is permitted.

◆ **COUNTERPARTY SUITABILITY**

Counterparty should ensure that they understand the characteristics of the Transaction and the nature of the risks associated therein and that they consider the suitability of the Transaction in the light of their own circumstances and financial condition and that they have the ability to enter into the Transaction as well as withstand the potential financial loss.

◆ **SEPARATE TRANSACTION FROM CONTRACTED EXPOSURE/ ANTICIPATED EXPOSURE**

The Transaction is a separate transaction from the contracted exposure/ anticipated exposure. The payment dates, payment amounts, the definition of Business Day and Floating Rate Option and all the other terms governing the Transaction would be set out in the final term sheet. There may be mismatches with the corresponding terms of the contracted exposure/ anticipated exposure.

◆ **CONCENTRATION RISK**

Counterparty should be satisfied that they are not over exposed to any particular interest rate or currency or transaction of any particular types. Counterparty should satisfy that the Transaction does not form a substantial portion of its investment portfolio.

◆ **CONFLICTS OF INTEREST**

The Bank and its affiliates play a variety of roles in connection with the Transaction, including acting as counterparty and calculation agent and hedging its obligations under the Transaction. The Bank and/or its affiliates may also enter into, adjust and unwind transactions relating to the relevant interest rates and/or currencies, whether for its or its affiliates' proprietary accounts or for accounts under management or to facilitate transactions on behalf of other counterparties or otherwise. In carrying out these roles, the Bank's economic interests and those of its affiliates may be potentially against the Counterparty's interests as the counterparty in the Transaction.

◆ **PAST PERFORMANCE**

Past performance of the underlying interest rates is not necessarily a guide to the future performance of the Transaction. The value of the Transaction can go down as well as up.

◆ **PRICING, VALUATION AND UNWIND:**

The Bank may price, value and unwind the Transaction or any part thereof on the basis of such pricing models, methodologies, assumptions and factors as the Bank, acting in good faith and in a commercially reasonable manner, deems appropriate.

◆ **LIQUIDITY RISK**

The Transaction is a contractual obligation by the Counterparty from the trade date to the maturity or termination date. No early uplift, withdrawal, modification or termination of the Transaction is permitted except with the Bank's prior agreement or otherwise provided under the Transaction.

If the Transaction is early terminated or modified, the Counterparty may suffer losses and will have to compensate the Bank for costs (if any) incurred by the Bank in replacing or obtaining the economic equivalent of the Transaction as a result of a modification or early termination requested by the Counterparty and such losses and costs may be substantial.

◆ **INTERACTION RISK**

Different types of risks may interact unpredictably, particularly in times of market stress.

◆ **MARK-TO-MARKET RISK**

Counterparty bears the downside risk of the mark-to-market (MTM) value fluctuation of the Transaction. The Counterparty needs to be aware the MTM value of the Transaction is determined by many market factors and is calculated in accordance with the internal valuation model of the Bank. Hence, the value may be significantly different from the intrinsic value calculated by simple arithmetical method.

◆ **CREDIT RISK**

The Counterparty is taking on the credit risk of RBL Bank with respect to all payments due under the Transaction. The latest annual statutory accounts and other information on RBL are available on its website at <https://ir.rblbank.com/investor-kit.aspx>.

In the worst-case scenario, where RBL defaults on its payment obligations under the Transaction, the Counterparty will receive no payment.

◆ **NO ASSURANCE OF THE TRANSACTION ACHIEVING YOUR DESIRED HEDGING OBJECTIVES**

Where the Transaction will be used by the Counterparty as a hedging tool, Counterparty should note there may be imperfect correlation (sometimes referred to as “basis risk”) between changes in the value of the Transaction and the particular exposures that Counterparty wishes to hedge. Counterparty should be comfortable with the risks associated with the potential mis-match between its exposure under the Transaction and the exposure under its other businesses or transactions. Such mis-match may arise from any potential excessive hedging, inadequate hedging or loss of hedge in certain circumstances.

DISCLAIMER

This statement shall be deemed to have been shared with the Counterparty before every trade, unless otherwise requested for by the Counterparty in writing.

This statement has been prepared for general information purposes only and is provided to you on a confidential basis and it does not constitute either (i) legal, commercial or professional advice or (ii) an offer, an invitation or a recommendation to enter into any transaction, and (in each case) should not be relied on as such.

This statement is provided to you on the understanding that (i) you have sufficient knowledge, experience, and professional advice to make your own evaluation of the merits and risks of a product of this type and (ii) you are not relying on us or on any of our affiliates for information, advice or recommendations of any sort. You should enter into a transaction only if you fully understand the nature of the transaction, any applicable margin requirements and the nature and extent of your exposure to risk and to loss as well as the legal, tax, accounting or other material characterizations and consequences of the transaction. You should carefully consider whether and be satisfied that the product is appropriate for you in the light of your objectives, experience, financial position, risk management and operational resources and other relevant circumstances. In case of doubt, you should consult your own professional advisers.

Further, the information contained herein may be incomplete or condensed and may be based on information or opinions obtained from third party sources which RBL believes to be reliable as at the date it was provided however, and to the maximum extent permitted by law, RBL makes no representation or warranty (express or implied) as to its accuracy, completeness or correctness of that information or opinion for any particular purpose. RBL does not accept or assume any liability for the information set out in the statement nor for any loss or damages of any kind incurred by the recipient or anyone in connection with acting or refraining to act on such information. Information contained in the statement may not be reproduced, quoted, or disseminated (in whole or part) without prior consent of RBL and is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution, publication, availability, or use would be contrary to applicable law or regulation (including any licensing or registration requirement).

We are acting on a principal-to-principal basis and not acting as your advisor or agent or in any fiduciary capacity to you. This statement does not purport to identify all the risks (direct or indirect) or other material considerations which may be associated with you entering into the transaction.

Subsequent changes to applicable laws, regulation and industry guidance may have an impact or affect the contents of this statement. By providing the statement, RBL is under no obligation to update or review the information comprised in the statement after the date it was provided or to notify the recipient of any subsequent changes affecting the statement (whether in whole or part) arising following updates to applicable laws, regulation or industry guidance. Where the statement is publicised to the recipient by way of a website the date it was first uploaded electronically by RBL shall be construed as the date the statement was initially published and accordingly, if any revisions are made to the website after it is published, RBL shall not be required to notify the recipient of all or any such amendments or revisions.