Consumer Online Banking Agreement and Disclosure

This is the State Bank of India (California) Consumer Online Banking Agreement and Disclosure that establishes the rules which govern your electronic access to your accounts at State Bank of India (California) and use of the State Bank of India (California) Online Banking Services. The Services, as the term is defined below, allow you to perform a number of banking functions through the use of a personal computer and the online banking system of State Bank of India (California). This Agreement explains the terms and conditions that govern your use of the Services offered by State Bank of India (California), including, but not limited to, how the Services work, what limitations and restrictions apply to the Services and your rights and obligations. By using the System, as the term is defined below, and/or by selecting "I Agree" below, you agree to the terms and conditions of this Agreement as it may be amended at any time and from time to time.

Please read this Agreement carefully and retain a copy for your records.

A. Definitions

For the purposes of this Agreement, the following terms are defined as follows:

- "we", "us", "our", "financial institution", "Bank", "SBIC", "branch of account" and other similar terms refer to the State Bank of India (California).
- "you", "your" and other similar terms refers to each person, owner and/or authorized signer who
 applies or otherwise enrolls for the Services via the System or to anyone else you authorize to
 exercise control over your deposit and/or loan accounts through the System, including, but not
 limited to, your authorized representatives.
- "account" means your enrolled deposit and/or loan accounts held at State Bank of India (California) in your name.
- "Agreement" refers to this State Bank of India (California) consumer Online Banking Agreement and Disclosure.
- "authorized representative" refers to a person who has been granted authority to perform any and all internet banking transactions on behalf of the owner of a deposit or loan account with State Bank of India (California).
- "consumer" refers to a natural person who owns a deposit or loan account with state Bank of India (California) which is used primarily for personal, family or household purposes.
- "consumer transaction" refers to a transaction through the Service involving an electronic funds transfer to or from a deposit account maintained primarily for personal, family or household purposes.
- "Customer" refers to any person, whether a consumer of a business, who has a banking relationship with State Bank of India (California).
- An "EFT" is an electronic funds transfer, as defined under Federal Regulation E, as it may be amended from time to time.
- "non-consumer transaction" refers to the use of a Service for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through the Fedwire or similar wire transfer system; (ii) any transfer of funds for which the primary purpose is the purchase or sale of a security or commodity; and (iii) any other transfer to or from an account that is otherwise excluded from coverage under Regulation E.
- "Service" refers to the services provided now and in the future pursuant to this Agreement individually or collectively.

- "System" refers to the online banking system of State Bank of India (California) used to access and use the Services.
- "Value date" on the internet banking system refers to the date on which the transaction has been given effect to.
- "Transaction date" on the internet banking system refers to the date on which the transaction actually happens.

Also, for the purposes of this Agreement, our business days are Monday through Friday. Holidays are not included. The word "may", when used in reference to us, means at our option and sole discretion.

Unless specifically stated otherwise, references to time are to local time of State Bank of India (California) located

in the state of California.

B. Scope

With the exception of remittance to India, you agree to use the Services for consumer transactions only. Also, you agree that some provisions of this Agreement do not apply to non-consumer transactions (e.g. remittance to India, as is shown below).

C. Enrollment

You need to be an existing customer of the Bank by having at least one checking or savings account in order to be eligible for the Services. You must inform us of your interest in the Services by printing and completing the Internet Banking Enrollment Form which is available on our website. You may send the completed form to us by mail or via fax, as indicated on the form. Alternatively, you may also visit any of our branches and our branch staff will be happy to assist you with your enrollment. You may also complete the form available with the present set of documents in case you are a new customer intending to open a checking/savings account with us.

Once we receive your enrollment form, including any additional required documentation, and verify the information you provide, we will send you confirmation of your enrollment and your initial Access ID, log in password, transaction password (required to perform transactions through internet banking) along with a One Time Password (OTP) Scratch card by postal mail.

You agree and acknowledge that your Access ID, your password (log in password and transaction password) and OTP Scratch card are authentication tools or methods used by us to verify your identity and we may require you to use additional tools or methods at any time and from time to time. Such additional authentication tools or methods include, but are not limited to, secret Codes shared only between us and you and USB token devices. You further agree that if you do not use our additional authentication tools, if and when they become available, then your access and use of the Services or System may be limited or you may not be able to use the Services or System.

For the purposes of this Agreement, Access ID, passwords (log in and transaction passwords), OTP Scratch card and any other additional authentication tool or method offered or required by us in order to verify your identity will be referred to, collectively and individually as the "Code" of the "Codes".

D. Other Agreements

Once enrolled, you will have access to all of your accounts with us that you have designated for online banking through the System. These accounts will continue to be governed by the terms and conditions contained in the Deposit Account Agreement and disclosure, e-sign Disclosure Statement, account disclosures, Schedule of Fees and Charges, (given initially and subsequently (e.g. change in terms)) and

any other related account or service disclosure provided to you., this is in addition to being subject to the provisions contained in this Agreement. Additionally, Services provided pursuant to this Agreement are also subject to:

- Applicable federal and state laws;
- Our rules, policies and procedures governing the specific internet banking service you are using, including the instructions appearing on the screen(s) that you are entering your transactions on; and
- Rules and regulations of any service provider that we use in connection with the internet banking services we provide.

E. Access to the Services

The Services can be accessed by you through our website at www.sbical.com and clicking on the "Internet Banking" tab. You also need to have Internet Explorer 6 or higher, internet connectivity to access our Services and an e-mail address. You will be responsible for acquiring, maintaining and operating the computer equipment located at your premises. The computer operating system may be windows 98 or higher or Macintosh OS 9 or higher. You will also be responsible for all computer hardware, software and communications at your premises. You will need a browser level that will support 128-bit encryption. You will also be responsible for monitoring and downloading software patches, maintaining appropriate firewall settings, continually updating malware and/or virus detection/elimination software on your computer. You will also be required to have a printer to print the transcripts of activity for your accounts or other information downloaded by you from the System.

F. Hours of Access

Subject to other applicable terms in this Agreement, you can generally access your account information via the System seven days a week, 24 hours a day, although some or all Services may not be available occasionally due to an emergency or scheduled system maintenance. We will post notice of any extended periods of System unavailability on our website as soon as reasonably practicable. The cut off time for doing transactions, under various types of services, is mentioned below in Section Q.

G. Your Password and OTP Scratch Card

For security purposes, you are required to change your initial password when you first login to the Services. The on-screen instructions will show you how to change your password. You decide on the password that you will use and the identity of this password is not revealed to us. We recommend that you create a password that utilizes alpha, special and numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized. You agree that we are authorized to allow you access to the internet enabled accounts after you have input your Access ID, log in password, OTP Scratch Card digits and act on instructions received.

As part of multi-factor authentication, you are required to key in the numbers from the OTP Scratch card, which contains 16 unique and random digits, generated in a 4x4 grid format. You agree that we are authorized to act on instructions after your successful login. You also agree that we are authorized to accept your request for registration of beneficiary for local payments and remittances and transactions requested after your successful login.

You are advised to immediately report to us about a lost OTP Scratch card as set forth below in Section Q and you may request for issuance of another OTP Scratch card.

Five unsuccessful attempts to login using your password will cause your access to the System to be revoked. Similarly, four unsuccessful attempts in keying the digits from your OTP Scratch card will disable the OTP Scratch card and access to the Services will be unavailable. Should this happen, you must contact your branch to reestablish your access and have your password reset and/or Scratch card enabled.

H. Safeguarding and Account Information

You accept responsibility for the confidentiality and security of your Codes and agree to change your password regularly. You agree not to disclose or otherwise make your Codes known to anyone and not to write down your Codes anywhere.

You understand the importance of your role in preventing misuse of your accounts through the Services and you agree to promptly examine the statements we send you for each of your accounts with the Bank. Moreover, you are also advised to scrutinize the transactions in the accounts enrolled in and/or accessed through the System on an ongoing basis and immediately advise us of any discrepancy. You agree to protect the confidentiality of your account information and you understand that personal identification information, when used with information related to your account, may allow unauthorized access to your account. Please do not let your computer remember your passwords and do not accept the auto accept option provided by some computers/browsers.

For your protection, please log out through the application signoff page after every internet banking session. Please also close the browser window to ensure safety and confidentiality.

As much as possible do not use untrusted systems to access a sensitive service like internet banking.

I. Inherent Risks

The Codes are intended to provide security against unauthorized entry and access to your account(s). Data transferred via the System is encrypted in an effort to provide transmission security to ensure that the information being passed is authentic and has not been altered en route. We utilize identification technology to verify that the sender and the receiver of the transmission can be appropriately identified by each other. Nonetheless, even in recognition of all our efforts to ensure that the Services are secure, you acknowledge that the Internet has inherent security risks and that all data transfers, e-mail included, occur openly on the Internet and can potentially be monitored and read by others. We do not warrant that all data transfers and e-mail transfers and e-mail messages transmitted to and from us will not be monitored by others.

J. Fees and Charges

You agree to pay the appropriate fees and charges as disclosed to you in Exhibit A of this Agreement, as it may be amended from time to time. We will notify you of any changes in fees as required by law. You further agree that such fees and charges will be deducted from any of your accounts. You are responsible for telephone charges and internet service fees you incur by using the Services.

Unless otherwise indicated, the fees and charges related to your use of certain features of the Services are distinct and separate from the fees and charges that are due in connection with your other accounts with us. Those separate fees and charges previously disclosed to you will continue to apply. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

K. E-Mail Messages

While access to us through the e-mail function of the Services is "online", messages sent to us through e-mail are not reviewed by us immediately after the messages are sent. Rather, each branch in respect of their internet banking consumer/customer will review messages twice a day on business days at 9:00 AM and 4:00 PM Pacific Standard Time (PST) for California branches and 9:00 AM and 4:00 PM Eastern Time for the Washington DC branch. If immediate attention is required, you must contact the branch of account by telephone or in person or through some other procedure and not by using the Services. Your e-mail messages may be acted upon by your branch of account if received in a manner and in a time providing us reasonable opportunity to act. However, you agree that the e-mail function cannot be used to transfer funds between accounts, initiate remittances or for any transfer capability or for addition of beneficiary. Also, unless otherwise provided in this Agreement, e-mail messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

L. Services

You can perform the following transactions, depending on the services you request and the accounts tied to the Services:

- View account balance information in deposit and loan accounts and 180 days of transaction history;
- Review periodic transcripts of activity on your accounts for the previous 6 months
- Transfer funds on a one time or recurring basis between deposit accounts in your name held at SBIC (same account ownership); this service is referred to as a Transfer.
- Make one time or recurring third party credit payments to another deposit account in the name of another person held at SBIC (unlike account ownership); the service is referred to as Local Payments.
- Make remittance to beneficiaries in India (provided that the beneficiary bank is either State Bank of India or a bank participating in the NEFT and/or RTGS network of Reserve Bank of India); the service is named as Remittance; and
- Open a certificate of deposit account

We may make other Services available to you from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement. By using those services when they become available, you agree to be bound by the terms and conditions of this Agreement and any updates thereto which shall be displayed on our website www.sbical.com. At present, you will not be able to transfer funds from/to any loan account through the System.

M. Balance Information

You are able to view current account information on the deposit and loan accounts that you have designated for access via the Service. You will be able to access your account balance and verify deposits/payments and withdrawals/advances made from your accounts, including information on checks that have cleared your account.

Balance information obtained through the Services will generally reflect credit and debit information as current as possible with a time lag of 10 minutes in some instances. The balance figure includes funds that are subject to our funds availability policy and may include funds that are not available for immediate withdrawal or transfer.

N. Daily Transaction Limit

Presently, there shall be a consolidated daily transaction limit of US \$10,000 for internet banking transactions viz Transfer, Local Payments and Remittances to India. The online CD account opening will not be governed by this limit. You agree that the Bank may revise these limits which shall be updated on the Bank's website www.sbical.com.

O. Transfer Between Accounts

You may use the Services to transfer funds, on a one time or recurring basis, between your enrolled checking and savings accounts held with us subject to the daily transaction limit described in Section N.

The transfer facility between the SBIC accounts will be available 24 hours, except as described in Section F above. Any transaction done on business days 12:00 AM till 11:59 PM (PST) will happen on a real time basis. The value date will be the date of the request and the transaction date will normally be the date of the request except where transactions on the System have been requested during System's end of day process which normally starts between 10:00 PM (PST) to 12:00 AM (PST). In such circumstances, the transaction date will be the next business date. Any requests received on or after 12:00AM till 11:59 PM (PST) on non business days will happen on a real tine basis with value date being the date of the request but the transaction date being the next business date.

You understand and accept that transfers between accounts can only be allowed for accounts with the same ownership and authorized signature requirements. Funds transfers between deposit accounts will not be allowed between deposit accounts with unlike ownership.

P. Local Payments

You may use the Services to transfer funds, on a one time or recurring basis, to another person who holds a checking or savings deposit account with SBIC, subject to a daily transaction limit as described in Section N above. You must first register the beneficiary to whom you wish to make Local payment via the System by providing correct and complete information about the beneficiary; it is also important that you ensure the accuracy of the beneficiary's account number and that the correct the is keyed in by you. Once your registration of the beneficiary is received by us, the approval of the beneficiary may take up to two business days. If for any reason, including compliance to Federal laws, we are unable to approve any beneficiary, the beneficiary will be rejected and you may view the status on the System. In case of further clarification, you agree to contact your branch of account. Once a beneficiary has been approved by us, the System will allow you to transfer funds in order to make Local Payments within SBIC.

The Local payments will be available 24 hours, except as described in Section F above. Any transaction done on business days between 12:00 AM till 11:59 PM (PST) will happen on a real time basis. The value date will be the date of the request and the transaction date will normally be the date of the request except where transactions have been requested during the System's end of day process, which normally starts between 10:00 PM to 12:00 PM (PST). In such circumstances, the transaction date will be the next business date.

You warrant to us that you have obtained the beneficiary's consent prior to making a Local Payment via the System to the beneficiary. You also agree to indemnify, defend and hold harmless us, our officers, directors, agents and employees from any and all claims (including, but not limited to, third party claims), liability, actions, losses, costs, damages or expenses, including attorney's fees and expenses, in-house legal services and court costs, which we may sustain or incur, directly or indirectly, by reason of, or in consequence of, executing your Local Payment via the System.

You agree that you are responsible for ensuring that the local Payment contains the correct name and account number. Also, you agree that the Local Payment may be made by us based solely on the account number even if the account number identifies a person different from the person named by you. We will not be liable for any Local payments that contain incorrect name and/or account number and your obligation to pay the amount of the third party payment to us will not be excused in such circumstances.

Q. Remittance to India

- 1. Funds Transfer Reguests. You may submit requests for funds transfers or payment orders ("Requests") to India in accordance with the terms and conditions of this Agreement, and we will execute Requests received by us in your name. you must first register the beneficiary to whom you wish to make a Request via the System by providing correct and complete information about the beneficiary; it is also important that you ensure the accuracy of the beneficiary's account number and that the correct account number is input by you. One the registration of the beneficiary is received by us, the approval of the beneficiary may take up to two business days. One the beneficiary is approved by us, the system will allow you to transfer funds to India. If for any reason, including compliance to Federal laws, we are unable to approve any beneficiary, the beneficiary will be rejected and you may view the status on the System. In case of further clarification, you agree to contact your branch of account. Unless otherwise specifically agreed in writing, you must use the System to deliver Requests to us; we are not obligated to execute Requests received otherwise from you (whether by written, oral, telephonic, telegraphic or other communication of the payment order). Funds must be available in accordance with the funds availability policy in the account specified in the Request at the time the Request is received. We may choose the funds transfer mechanism (for example, Fedwire, correspondent bank transfer, SWIFT, state Bank of India's payment system, internal transfer, letter) to be used when acting upon your request. A Request is deemed received by us when actually received by us, with the form and content specified by us.
- 2. Security Procedures to Verify a Request. The code or Codes are the security procedures. We will use the security procedures to verify the authenticity of your Requests. You agree that the security procedures are not designed to and are not for the purpose of detecting errors. You will review the security procedures and make sure that they are commercially reasonable for you, after taking into consideration the type, size and frequency of Requests anticipated by you. You agree to periodically review the security procedures, in light of your actual Requests and usage, to confirm that the security procedures remain commercially reasonable. You acknowledge that you may change the security procedures at any time by notice to us, and you agree to do so when and if needed to ensure that the security procedures are and continue to be commercially reasonable for the type, size and frequency of Requests delivered by you to us.

If we accept a Request in your name and in compliance with the security procedures, then you will be obligated by the Request and it will be treated as your request, whether or not the Request was authorized by you.

If a Request is received by us transmitted or authorized by you, then you will be obligated by the Request whether or not we complied with the security procedures, whether or not that Request was erroneous in any respect, and whether or not error would have been detected if we had complied with such security procedures.

You are responsible for maintaining the confidentiality of the security procedures, including any Codes or codes. You will implement a comprehensive security program that includes administrative,

technical and physical safeguards. You will notify us immediately in the event you suspect that any security procedure has been or may be compromised or rendered ineffective.

We may, but we are not obligated to, record electronically any telephone calls between us and persons acting on your behalf, and may keep these recordings for as long as we wish. You must obtain the consent of your authorized representatives to such recording. You agree that these recordings, and any other messages (including telecopier of facsimile messages) received by us, will be treated as writings signed by you, and will control in the event of any difference with your records.

- 3. Payment. Unless otherwise agreed to in writing, you must pay us the amount of any funds transfer(s), subject to a daily transaction limit mentioned in Section N above, plus any applicable fee, including but not limited to, the fees set forth in Exhibit A of this Agreement and in our Schedule of Fees and Charges, before we will execute the Request. Our remittance fees and other related fees are subject to change. We are authorized to debit any one of your accounts for fees and charges in connection with the remittance contemplated in this Agreement. You agree and acknowledge that your instruction to execute a Request in your name also constitutes your instruction to us and to any intermediary bank chosen by us, if you fail to choose an intermediary bank, to obtain payment of our and an intermediary bank's charges for services and expenses in connection with the execution of your Request by issuing the Request in an amount equal to the amount of your initial Request less the amount of our and the intermediary bank's fees and charges. However, only those intermediary banks and their fees listed in our Schedule of Fees and Charges can be imposed by an intermediary bank. You agree that if an intermediary bank that is not specifically set forth in our Schedule of Fees and charges imposes its fees and charges in connection with executing your Request and such imposition of fees reduces the amount of your initial Request, then we will not be liable in any manner whatsoever for your damages and such liability is without regard to whether the intermediary bank was chosen by us.
- 4. Acceptance and Execution of Requests. A Request is considered executed when we execute it. A Request must be received by us prior to our cut-off hour (or, deadline) for remittances to India, currently 2:00 PM (PST) on business days for non-domestic Requests (which are in U.S. dollars), but subject to change. However, even if you meet the cut-off hour, we do not guarantee that the Request will be processed the same business day. If time is of the essence, then you agree not to use the System to initiate a Request. You will not be able to make a request on the System after the cut-off hour, or on a non-business day. You are advised to submit your Requests for remittance through the System well before the cut-off hour and after understanding the exchange rate of the day. In case you want to remit funds to India after the cut-off hour, you should contact your branch of account. If a Request does not specify a date on which funds are to be transmitted, we may transmit the funds and execute the Request on the business day following the business day of receipt of the Request, provided that we receive the Request prior to the cut-off hour. We will not be liable in any manner whatsoever, for delay in executing the Request.

We may reject a Request for any reason or for no reason, including insufficient available funds in the amount specified in the Request (the "Account"), inability to verify the authenticity of the Request in accordance with applicable security procedures, or otherwise, you may view all such rejections on the system. We may also advise you of such rejection by mail or phone.

We may notify you of a returned Request no later than the next business day after receipt. We are under no obligation to re-execute a Request.

You may not be able to amend or cancel a Request after the Request has been received by us. We may at our discretion use reasonable efforts to act on your request for amendment or cancellation,

but will not be liable if we do not do so. Furthermore, you will indemnify and hold harmless from any and all liabilities, costs and expenses we may incur in our amendment or cancellation efforts.

When a Request contains a name or account number, payment may be made by us and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You acknowledge that we and other banks to which a Request is forwarded may rely on any bank identification number supplied by you as a means to identify any other bank, even if the identification number is different than the bank named by you. Your obligation to pay the amount of the funds transfer to us is not excused in such circumstances.

You acknowledge that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including record-keeping and information transmittal requirements under the federal bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmit your information (i.e., your name, address and account number, occupation, source of funds, and purpose of remittance) and regarding any beneficiary (i.e., beneficiary's name, address, country, other beneficiary identifiers, beneficiary's account number, beneficiary's bank, bank address, etc.) as part of the processing of a payment order. You agree to assist us in connection with any requirements imposed on us in fulfilling our obligations in this regards.

- Foreign currency Requests. Subject to the terms and conditions of this Agreement, when we offer U.S. currency Requests sent to foreign countries (which is only India at this time), you agree to the following:
 - a. You may use the Services described under this Agreement to send a Request to a foreign country in U.S. dollars only; however, we may transfer payment for the Request in the currency of the beneficiary bank's country at our buying rate of exchange for U.S. dollar transfers;
 - b. If for any reason the request is returned, the refund will be in U.S. dollars or foreign currency, as received by us:
 - c. If the returned Request is received in U.S. dollars, one or more sending banks may have engaged in currency conversions and you will receive the amount of U.S. dollars after the conversion of the foreign currency, whether based on the buying rate of the bank(s) converting the currency to U.S. dollars on the date of the refund, or based on our current conversion rate and less any charges and expenses incurred by us;
 - d. The exchange rates used for processing may be a rate selected by us or other intermediaries for a range of rate available in wholesale currency markets, which may vary from the rate the Bank and other intermediaries themselves receive, or the government-mandated (if any) in effect (these rates may not be the lowest available to you, or to us or other intermediaries); and
 - e. Ordinarily, the exchange rate shown via the System will be used for conversion if the transaction happens on the same business day. However, if the transaction is executed by us on the next business day, for any reason, the exchange rate as on next business day shall be applied. We will not be liable in any manner whatsoever for any loss arising out of fluctuation of the exchange rate.
- 6. Designation of Funds Transfer System and/or Intermediary Bank. We may use one or more of the following: Society for Worldwide Interbank Financial Telecommunications (SWIFT), State bank of India, an intermediary bank identified by the foregoing systems or bank as a correspondent bank of

- the beneficiary's bank, or any other payment system or intermediary bank which we deem reasonable under the circumstances. You agree to be bound by the rules of the funds transfer system utilized.
- 7. Account Reconciliation. All funds transfer through the System will be reflected on your periodic statement. You agree to notify your branch of account promptly of any discrepancy between your records and the information shown on any such statement or report. If you fail to notify your branch of account of any such discrepancy within one year of receipt of a statement or report containing such information, then you agree that we shall not be liable for any losses or damages, including, but not limited to, the principal amount of or loss of interest with respect to the unauthorized or erroneous Request, resulting from your failure to give notice of any such discrepancy. If you fail to notify us of any such discrepancy within 30 days of receipt of such statement or report, then you will be precluded from asserting any claim to any interest loss damages for any discrepancy against us. For the purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that (a) we first make it available to you for pick up by you; or (b) the statement or information contained in the statement is made available to you electronically or by means of electronic banking systems.
- 8. Funds Transfer delays or failures. We will not be responsible for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, terrorism, pandemic event (which includes the fear of contracting an illness), emergency conditions or other Act of God or circumstances beyond our control. In addition, we shall be excused from failing to accept, execute or settle with respect to a Request if (a) to do so would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in us otherwise violating any provision of any present of future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority; or (b) we reasonably and in good faith believe that any legal process may limit or otherwise affect our actions. For purposes of the foregoing, we shall not be charged with knowledge of any defect in a document based solely on you having challenged the legitimacy of a document (or the process by which it was served).
- 9. Liability. We will exercise reasonable care in processing Requests. You will exercise reasonable care in observing security procedures, examining statements and records, and initiating Requests. You are responsible for ensuring the accuracy of Requests, and we have no duty to verify the accuracy of a Request, nor will we be liable for any losses or damages arising out of Requests that contain erroneous information.

In no event shall we be liable for any co9nsequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement. This limitation shall apply whether or not the likelihood of such losses or damages was known by either us or you.

We will be liable for your lost interest, if we fail to exercise ordinary care, calculated as interest bearing accounts, at the rate applicable to the account. You will be liable for any losses or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by you current and/or former authorized agents (including instances where an authorized agent acted to your detriment). You agree to indemnify, defend and hold us, our agents and employees harmless from negligence against any and all damages, liabilities, actions, and claims which result, directly or indirectly, in whole or part, from negligence of fraud of yours or any agent or employee of yours.

10. Compliance with Laws. You acknowledge that the Services described in this Agreement may not be used in violation of, and that Requests initiated by you must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Assets Control.

R. Certificate of Deposit Request

You may use the Services to transfer funds from a checking or savings deposit account in order to open a certificate of deposit provided that you have first agreed to the e-sign Disclosure Statement in a manner that reasonably demonstrates your ability to obtain the applicable account disclosures in electronic form. This service is only available for certificates of deposit (CD) with a maturity of 3, 6 or 9 months or a maturity of one, two, three or five year(s). The minimum amount of a CD shall be US \$1000. You may contact your branch of account to open CDs with other maturities. Also, you can choose whether to have the interest credited to your certificate of deposit either monthly, quarterly, semi-annually or annually. The current rate of interest and annual percentage yield along with the other terms and conditions that we are required by law to give prior to you opening your certificate of deposit online will be shown to you on a static page to facilitate you in choosing the right term for your CD(s).

You may open your CD at any time on business days. CDs requested through the system on a non-business day may be opened the next business day. The new CD will be added to your accounts listed in the System the business day after the business day it is opened. When a request for online CD opening is completed by you on the System, the System will show details input by you including rate of interest, term of CD, amount of CD, account which is being debited, etc. Please verify these details and in case of any error noticed by you, please contact your branch of account immediately for closure of said CD if you wish.

You will have the option to have the CDs mailed to your address on record or held at the branch to be picked up by you. You will have to contact your branch of account to close the CD.

S. Not Obligated to Honor Transfers or Payment Orders.

We may, in our sole discretion, refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by us in accordance with instructions received from you, we shall notify you on or before the next business day or otherwise by more expeditious means (including telephone notice).

T. Overdrafts

If your account does not have sufficient funds to cover all electronic funds transfers you have requested within a given business day, then you understand and accept that electronic funds transfers involving cash disbursements (such as ATM withdrawals) will have priority. In such a condition, the electronic funds transfers, scheduled for the next business day, will ordinarily be rejected due to insufficient funds. In any eventuality if overdraft is created in your account, overdraft charges may be assessed pursuant to the terms of the deposit agreements and disclosures for that account.

U. Dollar Limitations

For transfers between your deposit accounts and third party payment credits, you can transfer amounts up to the available balance in the account you are seeking to debit in order to make the transfer or third party payment credit, plus your available overdraft line of credit, if applicable. However, if the remaining balance in these accounts fall below the minimum daily balance or average daily balance requirements,

you understand that the applicable minimum balance service charges will be imposed and your account will be debited accordingly.

V. Transfer Limitations

Unless specifically stated otherwise in another agreement with you, if your account is a savings or money market account, then you may make no more than six covered transfers or withdrawals per calendar month or statement cycle (the period from one statement to the next).

Should you exceed the permitted number of transfers or withdrawals on an account, we may close that account, change the account to a non interest bearing account and impose a fee of \$10.

W. Contact in the Event of Unauthorized Transfer

If you believe your code has been lost or stolen call your branch of account:

Branch of Account	E-mail us at:	Call us at:	Write us at:
ARTESIA	Artesia@sbical.com	562-865-5009	State Bank of India (California) 18191 Pioneer Blvd. Artesia, CA 90701
BAKERSFIELD	Bakersfield@sbical.com	661-837-2657	State Bank of India (California) 3400 Panama Lane, Suite R Bakersfield, CA 93313
CANOGA PARK	Canogapark@sbical.com	818-251-9761	State Bank of India (California) 22019 Sherman Way Canoga Park, CA 91303
FREMONT	Fremont@sbical.com	510-713-8070	State Bank of India (California) 39148 Paseo Padre Parkway Fremont, CA 94538
FRESNO	Fresno@sbical.com	559-225-2264	State Bank of India (California) 2787 W. Shaw Ave., Suite 101 Fresno, CA 93711
LOS ANGELES	Losangeles@sbical.com	213-623-4022	State Bank of India (California) 707 Wilshire Blvd., Suite 1995 Los Angeles, CA 90017
SAN DIEGO	Sandiego@sbical.com	858-547-1505	State Bank of India (California) 9494 Black Mountain Road #C San Diego, CA 92126
SAN JOSE	Sanjose@sbical.com	408-938-9240	State Bank of India (California) 675 N. First St., Suite 105 San Jose, CA 95112
TUSTIN	Tustin@sbical.com	714-258-8362	State Bank of India (California) 2827 Park Avenue, Suite 10A Tustin, CA 92606
WASHINGTON DC	Washingtondc@sbical.com	202-857-7956	State Bank of India (California) 2001 Pennsylvania Ave., Suite 150 Washington DC 20006

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

X. Confidentiality

We will disclose information to third parties about your account of the transfers you make:

- 1. Where it is necessary for completing transfers, or
- 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- 3. In order to comply with a government agency or court order, or
- 4. If you give us written permission.

Y. Documentation

- 1. Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call your branch at the phone number mentioned above to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement in physical form. You may also download a transcript of your account transactions from the internet banking system for the previous six months.

Z. In Case of Errors or Questions about Your Electronic Transfers. (THIS SECTION APPLIES TO CONSUMER TRANSACTIONS ONLY)

You may visit your banking office, or call, write or e-mail your branch of account. The contact information is found in Section DD. *Communication Between Us and You*, below. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any)
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- 3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

AA. Financial Institution's Liability

(THIS SECTION APPLIES TO CONSUMER TRANSACTIONS ONLY)

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- 1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2. If the transfer would go over the credit limit on your overdraft line.
- 3. If the automated teller machine where you are making the transfer does not have enough cash.
- 4. If the System was not working properly and you knew about the breakdown when your started the transfer.
- 5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6. There may be other exceptions stated in our agreement with you.

BB. Consumer Liability

(THIS SECTION APPLIES TO CONSUMER TRANSACTIONS ONLY)

Tell us AT ONCE if you believe your Code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Code, you can lose no more than \$50 if someone used your Code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Code, and we can prove we could have stopped someone from using your Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, Code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

You agree to keep the codes confidential and are expected not to share it with anyone. In case, you have shared the code with another person, you are responsible for transactions performed by that person and in such a situation you agree that we shall have no liability.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

CC. Change in Terms

We may amend, modify, add or delete (collectively and individually a "change") any term of this Agreement at any time and from time to time. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves certain conditions not otherwise contemplated by you or us at the time this Agreement is entered. If the change would result in increased fees for use of the System or any one of the Services, increased liability for you, fewer ty6pes of available electronic funds transfers, or stricter limitations on the frequency of dollar amount of transfers, then we agree to give you notice at least 21 days before the effective day of any such change, unless an immediate change is necessary to maintain the security of an account or the

System. Your continued use of any and all Services or use of the System indicates your acceptance of the change in terms. We will post any required notice of the change in terms on the System website or forward it to you by e-mail or by U.S. postal mail.

If advance notice of a change is not required, then we will notify you within 30 days after the change and once the notice is sent, then your continued use of any or all of the subject Services or use of the system indicates your acceptance of the change in terms.

DD. Terminations

You may cancel your use of the Service at any time by providing us with written notice by postal mail or fax. Your access to the Service will be suspended within three business days of our receipt of your service cancellation instructions. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. We reserve the right to terminate this Agreement, with or without cause, immediately upon our providing to you a written or telephone notice of such termination.

EE. Communication Between Us and You

Unless otherwise provided in this Agreement, you can communicate with us in any of the following ways:

- 1. Telephone: You can contact any of the branches at the telephone numbers given in Section W from 9:00 AM 4:00 PM, Monday Friday
- 2. Postal mail: Write to your branch at the address given in Section W to the attention of the Manager of the branch where your account is maintained
- 3. E-mail: Send an e-mail message to your branch e-mail address given in Section W
- 4. In Person: You may visit your branch of account at the address given in Section W

FF. Miscellaneous

If any provision of this Agreement is not enforceable, all remaining provisions remain in full force and effect. The sections in this Agreement are titled for reference purposes only and the titles will not limit the interpretation of the provision. You may not assign this Agreement without our prior written consent. We can assign this Agreement in whole or in part with or without your consent. The Agreement is binding to your heirs and your successors. This Agreement, together with applicable product agreements, Internet Banking enrollment Form and the current Schedule of Fees and Charges, constitute the entire agreement between you and us with respect to the Services, and there are no agreements relative to this service that are not expressed herein. This Agreement is governed by applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws, and excluding California rules governing conflicts of law).

If this is not executed in electronic form, then you agree that delivery of this Agreement in hard copy form along with the required Codes to use the Services and/or your subsequent use of any and all features of the Service shall constitute your acceptance and agreement to all of the terms and conditions of this Agreement.

If this is executed in electronic form, then:

BY CLICKING "I AGREE" BELOW, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ ALL THE FOREGOING TERMS AND CONDITIONS AND THAT YOU WILKL BE BOUND BY THEM.

IF THIS IS EXECUTED IN PAPER FORM, THEN BY CHACKNOWLEDGE THAT YOU HAVE READ ALL THE FORM YOU WILKL BE BOUND BY THEM:	, , , , , , , , , , , , , , , , , , ,			
[] I Agree				
[] I do not Agree				
Name of the accountholder:				
Account number:				
Address:				
Date: Place:				
FOR SBIC USE ONLY:				
Cust ID:	Date received:			
Updated by:	Callback performed by:			

EXHIBIT A

Applicable Online banking and Wire Fees

Remittance to India through Internet Banking US \$15

Intermediary Bank Charges NIL