### **E-Signature and Electronic Disclosure Agreement**

This Online E-Signature and Electronic Disclosure Agreement (herein, the "Agreement") applies to all products, services and accounts offered by the State Bank of India ("SBI" or the "Bank") application process. The Agreement applies to all applicants, co-applicants and other individuals listed on any application form, including beneficiaries and authorized users, if applicable.

The terms "we," "us" and "our" shall be references to the Bank, while the words "you" and "your" mean each account holder, or other service user identified on an account, product or service. As used in this Agreement, the term "Communication" means any periodic statement related to your account or other product accessible through the Bank's online application process or any related authorization, agreement, disclosure, notice or other information that SBI is required by law to provide to you in writing.

### 1. Your Legal Rights

Certain laws and regulations require us to provide specific information to you in writing, which means that you have a right to receive that information on paper. The Bank may provide such information to you electronically if we first provide this Agreement to you and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law.

# 2. Agreement to Conduct Transaction by Electronic Means

You agree to conduct the transactions offered though this application process by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions completed through the online process will result in valid and legally binding agreements. You agree that, with respect to all accounts, products or services accessible to you through the Bank's application process, the Bank may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. You also confirm that you have adequate access to a computer or device with sufficient internet connectivity to conduct these transactions with the Bank online.

### 3. Agreement to Use Electronic Signatures

You specifically agree that any electronic signatures that you provide through this process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen or similar writing instrument.

### 4. Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory disclosures and other Communications associated with any of the account applications, products or transactions available through the application process through electronic means including this web based electronic interface and email. Your consent to receive electronic Communications includes, but is not limited to: (a) all legal and regulatory disclosures and communications associated with your account and other products and transactions accessible through the Bank's application process; (b) periodic disclosures or billing statements; (c) notices or disclosures about a change in terms and conditions of products, services or accounts accessible through the Bank's online application process.

# 5. Types of Communications You Will Continue to Receive in Paper Form

This Agreement does not apply to any communication that the Bank determines, in its sole discretion, is required to be delivered to you in paper form rather than electronic form. Such communications will be mailed to the primary address that the Bank has for you in its records or otherwise delivered as required by law or contract.

# 6. Withdrawing Your Consent

You may withdraw your consent to this Agreement by not completing the online application process. If you withdraw your consent before the online account application process is complete, we cannot accept and process your account application.

If you wish to withdraw your consent after the account application process is complete, you must submit a signed notice of withdrawal to the Bank via e-mail or in writing by regular mail sent to the Bank at its address noted in Section 11 below and the Bank will stop providing you with communications electronically. In such a situation, you should understand that the Bank will need a reasonable time to act on your withdrawal.

Further, while you have the right to withdraw your consent at any time, please be aware that withdrawal of consent may result in the termination of our relationship with you.

### 7. Updating Your Contact Information

In the event that your e-mail address or other contact information has changed, you must notify the Bank immediately through one of the following methods: You may click the appropriate links to update your contact information on the Bank's website or you may provide notice to the Bank via e-mail or regular mail at the address noted below.

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall be deemed to have been provided to you if they were made available to you in electronic form on the Bank's website, e-mailed to the e-mail address we have for you on our records, or delivered through other electronic means.

# 8. Availability of Printed Copies

You may obtain printed copies of any of the agreements, disclosures or other related documents that are available online by visiting our website, downloading the documents and printing them from your computer or device or by contacting the Bank's Personal Banking Department at 312-621-1200 or <a href="mailto:pb.chicago@statebank.com">pb.chicago@statebank.com</a> and requesting copies. The Bank may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this Agreement.

### 9. Retention of Copies for Your Records

The Bank recommends that you print or download a copy of this Agreement and any related Communications related to your account and other relevant Communications to retain for your permanent records.

### 10. Hardware and Software Requirements

To access and retain the Communications, you must have access to the internet. While you may be able to access and retain the Communications using other hardware and software, your personal computer or device needs to support the following requirements:

- An operating system, such as: Windows 7, 8, 10; or Mac OS 10 and above
- Access to the internet and an internet browser which supports 128 bit SSL and above encryption and Javascript enabled, such as:
- o For Windows 7, 8, 10:
  - Microsoft Internet Explorer 10.0 and higher
  - Chrome 69.0 and higher
- o For Macintosh using OS 10 and above:
  - Safari 10.0 and higher
  - Chrome 69.0 and higher
- Suitable software of reading / creating documents in pdf (or) jpg/png formats

Because some Communications will be sent by email, you must also provide us with a current email address as part of your application. If this address changes, please

contact us (see below for address and instructions). We will notify you of any changes in the software or hardware needed to access and retain the Communications by posting the changes on https://sbichicago.statebank/home

# 11. Contacting the Bank

To contact the Bank, please send the following information to the address listed below:

State Bank of India 19 S.Lasalle, Suite 200 Chicago, IL-60603

- Type any request, such as change of email address, request for printed copies of disclosures, etc.
- Provide any other details relating to your request.
- Alternatively, you may contact us by telephone at 312-621-1200 or via e-mail at pb.chicago@statebank.com.

#### 12. Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signature in Global and National Commerce Act, and that you and we both intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means.

# 13. Termination and Changes

We reserve the right, in our sole discretion, to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any termination or changes as required by law.

### 14. Agreement and Acknowledgement

By signing the Bank's "Internet Banking (INB) Application Form" or the "Internet Banking (INB) Registration Form", you hereby acknowledge that you have read and understood this Agreement and agree to the terms set forth herein.