

INB – C1

**STATE BANK OF INDIA
Tokyo**

For Office Use

Application Serial number:

CORPORATE INTERNET BANKING

" OnlineSBIGlobal " Registration Form

To:
**The Relationship Manager,
State Bank of India - Tokyo**

OnlineSBIGlobal : Corporate Internet Banking

We (the "customer") wish to register for the Bank's Corporate Internet Banking Service ~ "OnlineSBIGlobal".

We confirm having read and understood the document containing the "Terms of Service" governing SBI Japan' Internet Banking Service. A copy of the document is enclosed duly executed by authorised signatories.

The Board Resolution authorizing the execution of the Terms of Service for the purpose is enclosed.

Name of Company:

Address of the Registered office:

_____ Tel. No. _____
Pin Code: _____

For

(Authorised Signatory / Signatories)
(Should be an officer of the Company
authorised by the Company's Board to
operate the Company's account.)

Date : _____

INB – C4

STATE BANK OF INDIA
CORPORATE INTERNET BANKING

TERMS OF SERVICE
for using " OnlineSBIJGlobal "

General

1. -----(hereinafter referred to as “the Company”) intends to use the Corporate Internet Banking Service (the “Service”) provided by the State Bank of India, Japan (Tokyo/Osaka) “SBIJ” through SBIJ’s OnlineSBIJGlobal Service. The Company accepts and agrees to these terms of Service as may be amended from time to time by SBIJ, as well as any other terms and conditions that apply to the use of the OnlineSBIJGlobal Service including without limitation, the OnlineSBIJGlobal Service Terms of Use (a copy of the current OnlineSBIJGlobal Service Terms of Use are attached hereto as Exhibit “A”). SBIJ reserves the right to modify, change, add or cancel any of the services offered through the Service or OnlineSBIJGlobal without notice. The Terms of Service may be changed at any time without notice by SBIJ. The Company agrees to review the Terms of Services regularly, and the Company’s continued access or use of the Service will mean that the Company agrees to any changes.

2. SBIJ shall be entitled to use any hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the Service. Access to the Service may require that the Company modify/upgrade its systems or obtain third party software (such as third party internet browsers) to access or use the Service or OnlineSBIJGlobal. SBIJ shall not be responsible or liable for such modifications/upgrades, nor for any difficulties or consequences associated with using such third party software. Links to downloadable software sites from SBIJ’s website are for convenience only and SBIJ is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software”.

Authority to Accept Instructions from Users

3. Company hereby authorizes SBIJ to accept all instructions received through the Service in electronic form from users (“Users”) singly/jointly using a username /password assigned to or selected by such User in respect of Company’s account(s). Company shall be bound by and assume full responsibility for any communication sent by a User using such a Username/Password as of the time such communications were received or sent. SBIJ shall be entitled to rely upon all electronic communications, orders or messages received by SBIJ from Users using such Usernames/Passwords and SBIJ and shall be entitled to assume that the communication originated from the User to whom such ID/Password was issued.

4. SBIJ is not bound to enquire as to whether or not the User has been duly authorised to access the Service on behalf of the Company by an appropriate or competent authority of the Company. A person using the OnlineSBIGlobal Service using assigned username/password shall be presumed by SBIJ to have authority to manage the Company's accounts through the Service.

5. The Company shall immediately provide written notice to SBIJ in the event that access to a Company's account from any authorized Username/Password should be revoked. Such written notice shall be sent to the SBIJ Branch/Office where the Company's account is maintained.

6. The Company agrees to execute from time to time necessary agreements, form(s), authority letter(s) and any other related documents in furtherance of these Terms of Service.

7. SBIJ shall maintain records of the transactions entered through the Service and OnlineSBIGlobal Service in accordance with the then current practices of SBIJ, and in accordance with applicable laws.

Operating Environment

8. The Company shall nominate Internet Banking Administrators and other users to manage the use of the Service for the Company.

9. The User shall choose a Password of his choice as per the guidelines on the SBIJ site. However, Users are advised to avoid choosing passwords that are dictionary words or words that are guessable / inferable from personal data such as name, date of birth, address, telephone number, driving license / car number etc.

10. In the interest of customer safety the Service does not permit retrieval of a lost or forgotten Password. In case the User forgets his Password, the User will have to register for a duplicate password and a fresh Password will be issued to him.

11. In case of an unintended termination of a valid session due to break in Internet Connectivity, it is suggested that the User login afresh and verify the status of last requested transaction and ensure that it has been recorded successfully. A transaction request will not be processed unless and until received by SBIJ.

12. Transactions originated by the Users are logged and transmitted to SBIJ for completion. The requests take effect from the time these are recorded or registered at the branch where the Company is maintaining an account. Transaction requests will normally be processed at the branch during the business hours on the same day or next working day. All the rules, regulations and conventions applicable to the banking transactions in the physical world will be applicable mutatis mutandis for the transactions completed through the OnlineSBIGlobal service.

SBIJ's Terms

13. SBIJ may, at its sole discretion, at any time, deny or terminate any person's access to the OnlineSBIGlobal Service, in the event that SBIJ has reason to believe that the Company or a User is violating any term of the Terms of Service or using the Service for any illegal or improper purpose.

14. SBIJ does not warrant to the Company that the OnlineSBIGlobal Service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or the OnlineSBIGlobal Service shall provide any function not set out or described in any associated documentation provided by SBIJ. In the event of interruption to the Services or loss of use and/or unscheduled interrupted access to the OnlineSBIGlobal Service by the Company, SBIJ shall use reasonable efforts to restore the OnlineSBIGlobal Service and/or the Company's access thereto as soon as reasonably possible.

15. SBIJ shall not be liable for any direct, indirect or consequential loss or damage sustained by the Company or any other person by any direct or indirect use of or reliance on the electronic communication, orders or messages. SBIJ shall also not be liable to the Company or any other person for any loss or damage caused arising in connection with the OnlineSBIGlobal Service and/or this Agreement, on account of interruption or stoppage to the access to and/or use of this OnlineSBIGlobal Service arising on account of circumstances not attributable to SBIJ or beyond the control of SBIJ.

16. Though SBIJ strives to maintain the quality of service, timely delivery and execution of the instructions given by the Customer, the same is not guaranteed by SBIJ and SBIJ does not accept any responsibility for not effecting or not completing any transaction entered into on the OnlineSBIGlobal Service due to any break-down in computer hardware or software systems including any break-down of internet services or any delay or default of service providers from whom SBIJ has retained to assist to provide the OnlineSBIGlobal Service. SBIJ shall not be liable for any failure to perform its obligations under this agreement as a result of any cause beyond its control, including without limitation, any force majeure event, act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire flood, earthquake, storm or other such event, disruption of power or other utility, labor problem, or any other cause which could not have been prevented by reasonable care.

17. SBIJ may refuse to execute any instructions placed by the Company or User from any user account/password, as required by law, in the event that a User account/password has been suspended or terminated, in the event that SBIJ has reason to believe that any transaction/ debits have been fraudulently made, or in the event that SBIJ suspects that the transaction violates any applicable laws, including, without limitation, money laundering regulations hereinafter referred to as a "suspect transaction"). SBIJ's understanding of any instruction or other communication herein shall be deemed controlling.

18. SBIJ may, at its sole discretion, at any time, deny or terminate any Customer's access to the OnlineSBIGlobal Service, in the event that SBIJ has reason to believe that the Customer or a User is violating any term of the Terms of Service or using the OnlineSBIGlobal Service for any illegal or improper purpose. SBIJ shall not incur any liability to customer for denying or terminating access.

Obligations of the Company

19. All Users issued usernames and passwords shall keep such user names and passwords strictly confidential. SBIJ shall not be responsible for any loss sustained by the Company due to any breach of this term.

20. Should a User notice that any errors or discrepancies relating to the Company's account(s) appearing on OnlineSBIGlobal, Company shall immediately notify SBIJ by secured e-mail or letter.

21. The User will not attempt or permit others to attempt to access OnlineSBIGlobal through any unlawful means or for any unlawful purpose.

22. If the User notices any wrongful use or misuse of the OnlineSBIGlobal Service by the User or any other person authorized by the Company to use the OnlineSBIGlobal Service, User shall report same to SBIJ forthwith and shall co-operate with SBIJ in stopping such wrongful use or misuse.

23. The Company agrees to pay charges/ fees for OnlineSBIGlobal services as may be prescribed by SBIJ from time to time when due.

24. The Company shall indemnify and hold harmless SBIJ against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by the Company or any User or any act, neglect or default of the Company or a User.

25. These Terms of Service shall be governed by and interpreted in accordance with the laws of Japan applicable therein. Any dispute between Company and SBIJ with respect to the transactions completed through the OnlineSBIGlobal Service will be subject to the jurisdiction of the Competent Courts in Japan. **BOTH PARTIES IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY OF ALL DISPUTES, TO THE FULLEST EXTENT PERMITTED BY LAW. YOU HEREBY ALSO AGREE TO WAIVE ANY DEFENSE BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, AND/OR INCONVENIENT FORUM.**

26. The Customer will not attempt or permit others to attempt accessing OnlineSBIGlobal through any unlawful means or for any illegal purpose. Customer warrants that it will use this service being provided, only for the purposes intended.

27. By signing the Online Registration Form and these Terms of Service the Company hereby confirms that the Terms of Service herein contained shall constitute the agreement between SBIJ and the Company for the use of the OnlineSBIGlobal Service. For greater certainty, the Company confirms and agrees, that any other agreements between the Company and SBIJ relating to the Company's accounts shall continue to apply and shall be in full force.

28. The individual signing below for the corporation, hereby expressly represents and warrants to SBIJ, that he/she has been duly authorized by the Board of Directors of the corporation to enter into this Agreement, that his signature below is the binding act and deed of the corporation, for and on its behalf, and that he signed his/her name thereto, by order of the Board of Directors of the corporation.

29. By signing the Online Registration Form and these TERMS OF SERVICE, the customer hereby acknowledges that he/she has read and fully understands, and agrees to be bound by in all respects by all the terms and conditions set forth therein, including Exhibit A, TERMS OF USE, and confirms that the TERMS OF SERVICE, including Exhibit A, TERMS OF USE, shall constitute the entire, complete and final agreement between SBIJ and the customer for use of the Online SBIJ Global Service. There are no oral promises, representations or verbal understandings. This agreement can only be changed or amended in any way by a signed writing.

No oral statements, alleged course or pattern of conduct, etc. shall be in any way effective. For greater certainty, the customer confirms and agrees, that any other agreements between the Customer and SBIJ relating to the customer's accounts shall continue to apply and remain in full force and effect.

Accepted

Signature

(Authorised Signatory of the Company)

Place:

Date:

Form C5

FORMAT OF BOARD RESOLUTION TO BE SUBMITTED BY THE COMPANY ALONG WITH CORPORATE INTERNET BANKING REGISTRATION FORM

RE:

[INSERT NAME OF CORPORATION] (the "Corporation") may agree, and enter into the Terms of Service and any related documents relating to the Corporate Internet Banking Service provided by State Bank of India (Tokyo/Osaka) ("SBIJ") including without limitation the Terms of Service as may be amended, modified, restated or replaced from time to time by SBIJ (the "Terms of Service")

RESOLVED THAT:

1. The Corporation is hereby authorized to enter into, execute and deliver to SBIJ the Terms of Service together with any documents contemplated by the Terms of Service or as requested by SBIJ from time to time (the "Other Documents").
2. Any person who is an officer or director of the Corporation is hereby authorized to execute and deliver the Terms of Service, to manage the Corporation's accounts with SBIJ through SBIJ's Corporate Internet Banking Service, and to execute and deliver such other agreements, documents and writings, all in such form and on such terms as the officer or director of the Corporation executing them may approve.
3. The approval of the Terms of Service and of any such other agreements, documents and writings by any officer or director of the Corporation shall be conclusively proven by his execution thereof and the execution and delivery of the Terms of Service and any such other agreements, documents and writings by such officer or director shall be conclusive evidence that the execution and delivery are authorized by this resolution.
4. The execution and delivery to SBIJ by any person who is an officer or director of the Corporation of any of the agreements, documents and writings referred to above or required by the Terms of Service prior to or after the passing of this resolution are and the enforceability thereof as against the Corporation is, hereby confirmed, ratified, approved and adopted as of the date of execution and delivery.
5. This resolution shall be communicated to SBIJ and shall continue in force as between the Corporation and the SBIJ until express written notice to the contrary shall have been given to SBIJ and receipt of such notice is acknowledged in writing by SBIJ.