



TERMS & CONDITIONS OF CUSTOMER ACCOUNT (THIS “AGREEMENT”)

For good and valuable consideration, each individual who has agreed to previous terms and conditions relating to the operation of a deposit, savings, chequing or current accounts with SBI Canada Bank (the “**Bank**”), each individual who has completed a personal account application form either in paper, electronically or online, or each individual who has otherwise accepted this Agreement (the “**Customer**”) agrees with the Bank that operation of each deposit, savings, chequing or current account (the “**Account**”) which the Customer now or hereafter maintains with the Bank at any of its branches or agencies shall be subject to the following terms and conditions of this Agreement, as amended from time to time.

A. TERMS OF THE ACCOUNT

1. General Access to and Use of the Account:

The Customer may use the Account for personal banking purposes only and may not use it for business purposes. The Customer’s use of the Account is subject to requirements and limits set by the Bank, including but not limited to dollar or daily limits, means of transacting (e.g. Part B - Debit Card and Electronic Banking Services and Part C – Digital Banking Services), and any concerns that the Bank, in its sole discretion may have, regarding the propriety of transactions relating to the Account.

2. Chequing Services:

The Customer may draw cheques and other payment items only on those Accounts to which such privileges apply. The Customer must use cheques and other payment items that are encoded in a manner satisfactory to the Bank and are drawn on the Account for which the cheque is encoded and shall conform to the rules and standards set from time to time by Payments Canada. The Bank shall not be responsible or liable for any loss or damage arising from the wrongful acceptance of a cheque or refusal by the Bank to honour any cheque or other order for payment by the Customer on an Account other than the Account for which the cheque is encoded, or at a branch where no Account is maintained by the Customer. Unless the Customer otherwise instructs the Bank, where there are sufficient funds in the Account the Bank shall honour all withdrawal slips, orders and cheques drawn on the Account where the Instrument (defined below) bears a signature conforming to the specimen signature provided by the Customer, subject to applicable hold periods disclosed to the Customer from time to time. All stop payment orders on any cheque issued by the Customer must be in writing and signed by the Customer. The Bank may transit cheques, bills of exchange and other documents and Instruments for computer processing, clearance and settlement or other purpose by such means as the Bank may consider appropriate. The Bank will not be liable to the Customer for acts or omissions of third parties however caused. The Bank is not liable for any loss, theft, destruction or delayed delivery of any Instrument during delivery to such third party, or while such third party has possession of such Instrument. Deposit items (including money transfers) of any description other than Canadian and foreign currency will be provisionally credited to the Account, and the Bank may restrict the right of the Customer to withdraw against deposit items other than such currency until the items have cleared, and where any deposit items is not duly paid, the amount of that item may be debited to the Account. The Bank, in its discretion, may restrict the amount of withdrawals that can be made, or require notice periods for withdrawals, including maximum amounts that the Customer can withdraw, pay or transfer through Electronic Banking Services (defined below), or in cash at a branch. Where the Account is a chequing account, the Customer shall take reasonable care of all cheques and keep them in a safe place and shall report any loss or theft of cheques to the Bank.

3. Transaction Refusal and Reversal:

The Bank may refuse to complete any transaction, or reverse any transaction if: (i) the transaction is one that the Bank cannot process; (ii) the transaction exceeds the Customer’s balance, or overdraft, or credit limit, involves an Account that the Bank deems as inactive, or exceeds the transaction limits set by the Bank for the type of transaction or service the Customer uses to give their instructions; (iii) the transaction is a bill payment or other payment to a person that does not accept the transaction; (iv) the transaction violates any provision in this

Agreement or any other agreement the Customer may have with the Bank; (v) the Customer is in violation of this Agreement or any other agreement the Customer has with the Bank; (vi) the Bank is unable to commence or complete the transaction due to an equipment operational failure or malfunction or other causes beyond the Bank's control or reasonable control; (vii) the Bank becomes aware that the transaction originates from or involves a counterfeit or fraudulently prepared, issued or altered Instrument (defined below) or the proceeds of fraud, a breach of trust, or criminal activity; or (viii) for any other reason the Bank, in its discretion, reasonably considers necessary to protect its interests, whether legal, reputational or otherwise. The Bank may verify all transactions and instructions and if not accepted, transactions will be reversed.

4. Waiver of Protest:

Subject to any specific instructions which the Customer gives to the Bank in writing, the Customer waives in favour of the Bank every presentment for payment, notices of dishonour and protest and notice of protest of all bills of exchange, promissory notes, cheques, orders for payment of money, securities, coupons, notices (all or any of which are hereinafter collectively or separately referred to as "**Instruments**", as the case may be) drawn, made, accepted or endorsed by the Customer now or in the future and delivered to the Bank at any of its branches or agencies for whatever purpose. The Customer shall remain liable to the Bank as if presentment, notice of dishonour and protest and notice of protest has been duly made or given. Notwithstanding the foregoing, where the Bank considers it in the best interest of the Customer or the Bank that any Instrument be noted or protested for any reason, the Bank may do so accordingly but the Bank shall not be liable for any failure or omission to note or protest any Instrument.

5. Interest, Customary Terms and Charges:

The Bank shall pay to the Customer interest on the Account at rates and in the manner as disclosed to the Customer from time to time. Where changes are made in the rate of interest or manner of calculating the amount of interest, or where there are other changes in features, terms or charges applicable to the Account, the Bank shall notify to the Customer in whose name the Account is maintained. The Bank may handle the Account in accordance with its customary procedures and arrangements for account services of the type requested. The Bank may charge and the Customer shall pay the Bank's normal service charges for the operation of the Account and for any services of the type requested (including, without limitation, those incurred in connection with the Electronic Banking Services and Digital Banking Services described below), as disclosed to the Customer from time to time, including charges for payment items payable to the Customer that are returned for insufficient funds. The Bank may debit all service charges to the Account.

6. Authority to Charge Account:

The Bank is authorized to charge the Account with the following:

- (a) **For Instruments Drawn on and Debits to Accounts:** The amount of any Instrument payable by the Customer at any branch or agency of the Bank or any debit in connection with the Electronic Banking Services or Digital Banking Services described below.
- (b) **Unpaid Bills:** The amount of any Instrument cashed or negotiated by the Bank for the Customer or credited to the Account for which payment is not received by the Bank and the amount of any other indebtedness or liability of the Customer to the Bank including, any expenses incurred by the Bank in connection with payment of a dishonoured or unpaid Instrument or transaction. The Customer is liable to the Bank for the amount charged and will pay on demand any overdraft, together with interest thereon at the interest rate charged by the Bank from time to time for overdrafts, if such overdraft is permitted by the Bank, in its sole discretion. Notwithstanding such charging, all rights and remedies of the Bank against all parties are preserved.
- (c) **Lost, Stolen Instruments:** The amount of any Instrument received by the Bank for the Account by way of deposit, discount, collection or otherwise, if it is stolen or otherwise disappears for any reason whatsoever other than gross negligence on the part of the Bank.

- (d) **For Account Operations:** Any expenses incurred in connection with or arising out of the operation of any of the Account or any other account of the Customer with the Bank whether or not this creates or increases an overdraft; and
- (e) **For Taxes:** All amounts collectible by the Bank as taxes on the supply, sale or support of other products or services.
- (f) **Set Off:** The Bank may apply a positive (credit) balance in any of the Customer's accounts against any debt, obligation or liability the Customer may owe to the Bank, and the Bank is not required to give the Customer notice before the Bank does so. For Joint Accounts, the Bank may also apply a positive (credit) balance in a Joint Account against any debt, obligation or liability that any Joint Account holder may owe to the Bank, and the Bank may apply a positive (credit) balance in any other account of a Joint Account holder against any debt, obligation or liability the Customer may owe to the Bank in relation to the Joint Account.

7. Information Storage:

All information relating to the Account shall be maintained or stored by the Bank in such form and for such time by any means of such devices as are generally accepted in the banking industry or authorized by law, including but not limited to paper, digital or electronic forms. The Customer acknowledges and agrees to the Bank's retention of such information in any such form as if the said information were in its original form. Subject to the provisions of this Agreement relating to the verification of the Account and transactions, the records of the Bank are prima facie evidence of the state of Accounts between the parties for all purposes including litigation. The Bank may use the services of any electronic data processing service bureau or organization in the performance of its services. The Bank shall not be liable to the Customer for any act or omission of such service bureau or organization in the performance of its services. The Bank is under no obligation to retain original documents, Instruments or vouchers other than those belonging to or entrusted to the Bank by the Customer for safekeeping.

8. Verification of Statement Relating to the Account and Related Transactions:

The Bank shall render each month (unless otherwise instructed in writing) to the Customer a statement relating to the Account, provided there has been at least one transaction on the Account. The Customer acknowledges and agrees to the Bank's provision and delivery of the statement relating to the Account in paper format or electronically as further outlined below in Section D.3. If this is a Joint Account (defined below), the Customer that receives the statement of Account shall deliver copies of the statement of Account to the other Customers. The Customer shall advise the Bank promptly if the monthly statement has not been received within 10 days of the date upon which it is normally received.

Upon receipt of such statement, the Customer shall check the debit and credit entries, verify the Account transaction information to ensure the Customer's electronic and online payments made by Electronic Banking Services or Digital Banking Services described below are accurate and have been successfully and correctly processed. The Customer shall notify the Bank in writing of any errors, irregularities or omissions. This notice must be provided to the Bank within 30 days of the statement date.

Except as to any alleged errors, irregularities or omissions outlined in the Customer's notice to the Bank and subject to the right of the Bank to charge back items for which payment has not been received, at the expiration of the 30 day period, the statement, the balance shown on the statement and any Account transactions shall be conclusively settled between the Bank and the Customer and shall be deemed valid and correct. The Customer shall be deemed to have verified the validity of any instructions and the use of any service shown. The Customer shall not be entitled to be credited with any sum not disclosed as credited in the statement. The Customer shall not claim, for any purpose or reason, that any entry on the statement, the balance or any Account transaction is incorrect and will have no claim against the Bank for reimbursement relating to such entry or transaction even if the instruction charged to the Account was forged, unauthorized or fraudulent.

9. Application of Funds to Account:

If there should be insufficient funds in the Account to pay an Instrument or any fees or service charges which the Bank is authorized to charge under this Agreement, then the Customer shall be liable for, and the Bank shall be

entitled to charge any other Account which the Customer may have at any branch or agency of the Bank with the amount of such Instrument or such fees or service charges.

10. Consent and Disclosure of Personal Information:

The Customer consents to:

- (a) the collection by the Bank of personal information (including financial and related information to determine the Customer's identity, eligibility for products and services, or for the Bank's regulatory purposes) about the Customer directly from the Customer or from other persons, including credit bureaus and persons with whom the Customer has had or may have financial dealings;
- (b) the use and disclosure by the Bank of personal information to, amongst other purposes, identify the Customer, protect the Bank and the Customer from error and fraud, understand the Customer's needs and eligibility for products and services, recommend particular products and services to fit the Customer's needs, provide ongoing service and for the Bank's compliance with legal and regulatory requirements;
- (c) the offer to the Customer of products and services that the Bank believes may be of interest to the Customer (unless the Customer has "opted out" of such use); and
- (d) subject to such opting-out, the disclosure of non-sensitive personal information to affiliates and selected third party companies so that they can offer products and services, such as credit or debit cards or internet banking, to the Customer.

From time to time, the Bank might use certain services provided by the Parent Bank and/or external service providers, operating within and outside Canada. Therefore, the Bank might transfer certain personal information of clients as well as employees to the Parent Bank and external service providers. In such cases, the information that is transferred by the Bank is only used for the purpose for which it was originally collected. The outsourcing arrangements made by the Bank shall be in accordance with PIPEDA as well as guidelines issued by the OPC and Office of the Superintendent of Financial Institutions (OSFI). The Bank shall use service level agreements (SLA) to ensure that a comparable level of protection is provided when personal information is transferred by the Bank. This includes measures to be taken by both parties during the process of transferring/sharing of the information, on an ongoing basis during and after the term of this Agreement. The Bank may also receive information from the Parent Bank or external service providers as part of the services provided by them. The personal information transferred to another jurisdiction might be accessed by the courts as well as law enforcement and national security authorities of that jurisdiction.

The Privacy Policy is available by calling toll-free 1-866-SBIC-NOW, writing to SBI Canada Bank Suite 106, 77 City Centre Drive Mississauga, ON. L5B 1M5, or visiting the Bank's website at <https://ca.statebank>. The Customer may opt-out for purposes stated above by calling toll-free 1-866-SBIC-NOW, writing to SBI Canada Bank Suite 106, 77 City Centre Drive Mississauga, ON. L5B 1M5.

11. Joint Accounts:

If more than one individual has entered into terms and conditions relating to the Account or completed a personal account application form, then the Account shall be a "**Joint Account**" and each individual signatory shall be a Customer for the purposes of this Agreement. Each Customer shall be jointly and severally liable (in Quebec, solidarily) to the Bank to perform all the obligations, be liable for all liabilities related to the Joint Account under this Agreement and shall agree to all the terms and conditions in this Agreement, irrespective of which signatory to the Account undertook the obligation or incurred the liability.

Each Customer shall have access to historical and current transaction details or any other details relating to the Joint Account, and each Customer agrees that the other may have the same access.

Each Customer expressly intends and agrees that any interest in the Joint Account shall be owned by them as joint tenants with full rights of survivorship, and not as tenants-in-common, and that the Bank is entitled to treat any interest in the Joint Account in this manner. The Bank may accept any instructions from either Customer, including honouring an Instrument, processing transactions in connection with Electronic Banking Services and

Digital Banking Services described below, or accepting any direction in respect of the Joint Account without requiring the authorization or consent of the other Customer, subject to any written instructions by both Customers to the contrary.

Each Customer agrees that if one Customer is removed from the Joint Account by agreement of both Customers, or in the sole discretion of the Bank, acting reasonably, the Joint Account shall be closed.

If either Customer dies, the deceased Customer's interest in the Joint Account shall pass automatically to the surviving Customer, without releasing the deceased Customer or their estate from any liability arising from the Joint Account until such time that the Bank has received satisfactory evidence of the death. The Bank shall not be liable for any loss, damages or legal costs incurred in any dispute between the estate of the deceased Customer, the surviving Customer or third party arising from the Bank acting on the right of survivorship.

12. Customer's Responsibilities to Secure Accounts:

The Customer agrees to take all reasonable precautions to maintain the security and integrity of their Account and to prevent fraudulent transactions in their Account. The Customer agrees to advise the Bank of any suspicious circumstances that the Customer is aware of surrounding any transaction in their Account at the time of their instruction to the Bank. The Customer agrees to keep their Debit Card (defined below), any cheques or other Instruments, and Security Information (defined below) safe at all times and to take reasonable steps to protect them. The Customer must notify the Bank immediately about any actual or suspected loss, theft, or unauthorized use of any cheques or other circumstances in which a person might reasonably conclude that fraud may occur in connection with their Account. The Customer is responsible for all use, including any forgery, of their Debit Card, cheques or other Instruments, unless the Customer proves that the Customer took reasonable precautions to protect them and that the Customer exercised reasonable care in examining their Account transaction information and statements.

B. TERMS OF DEBIT CARD AND ELECTRONIC BANKING SERVICES

Part B of this Agreement applies to the use of any card that is issued by the Bank in the Customer's name, the Customer's attorney's name or signed by the Customer or the Customer's attorney and to the use of the number embossed on or associated with any such Card unless otherwise specified ("**Card**" or "**Debit Card**"), and to the Customer's personal identification number password or any other number or word used with the Card ("**PIN**") for Electronic Banking Services (defined below).

1. Use of Your Card & PIN:

The Customer may use the Card and PIN to access the following services (the "**Electronic Banking Services**"): Interac®, Cirrus®, Maestro® and Exchange Network® Automated Banking Machines (ABMs); Point of Sale (POS) debit card terminals such as Interac terminals, or any other electronic banking service which the Bank may offer to the Customer from time to time to use with the Card and PIN. By using the Card or any Electronic Banking Service the Customer acknowledges and agrees that the Customer has received, understood and agreed to this Agreement and to the use of Electronic Banking Services in accordance with the terms of this Agreement, as amended from time to time. The Customer shall not use Electronic Banking Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Banking Service, or cause harm to or threaten to harm any other user of Electronic Banking Services, or to the Bank.

2. Accounts and Electronic Banking Services:

The Customer may choose which Electronic Banking Services the Customer wishes to access through the Card. The Customer acknowledges that the Customer may designate the Account the Customer wishes to link to the Card for access at ABMs and POS terminals. The Customer further acknowledges that the Customer may have access to all of the Account through internet banking (www.sbicanada.com) or by visiting a branch. Where the Account has overdraft protection or is linked with another Account having some or all of these features, the Customer will have access to these features and the balances in those Accounts through Electronic Banking Services.

3. Card and PIN Security and Confidentiality:

The Customer is responsible for the care and control of the Card and PIN. The Customer must keep the Card and PIN confidential and take every reasonable precaution to maintain them safely. This includes keeping physical possession of the Card, keeping the Card in a safe place and never letting anyone else use it, never keeping a written record of the PIN with the Card, avoiding PIN combinations that may be easily determined by others such as the Customer's name, birthday, phone number, address, Social Insurance Number etc.; not disclosing the PIN voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency; and taking all reasonable precautions to ensure that no one finds out the PIN while keying it in or logging into an Electronic Banking Service, immediately changing the PIN if the Customer suspects that someone knows their PIN, taking the transaction record after a transaction is completed through Electronic Banking Services.

4. Customer Liability for Electronic Banking Services:

The Customer is responsible for the full amount of all activity on the Account completed through an Electronic Banking Service resulting from: the use of the Card and/or PIN by the Customer or any person to whom the Customer has made the Card and/or PIN available where the Customer has not been the victim of fraud, trickery, force, intimidation or theft; the Customer's failure to notify the Bank as soon as the Customer becomes aware that the Customer's PIN may have become known to someone else or the Card has been lost, stolen or misused; or an entry error or a fraudulent deposit made through an Electronic Banking Service. In these cases, the Customer shall be liable for losses in the Accounts. The Customer's liability may exceed the credit balance or other available funds in the Account; for example, if the transaction is completed on the basis of any entry error or a fraudulent deposit made through an Electronic Banking Service. The Customer shall not be liable for transactions completed through an Electronic Banking Service where it can be shown that the Customer has been a victim of fraud, theft or has been coerced by trickery, force or intimidation provided that the Customer reports the incident to the Bank promptly and cooperates fully in any subsequent investigation.

5. Bank Liability:

Except to the extent resulting from a breach of this Agreement by the Customer, the Bank is liable for: any unauthorized transaction after the Customer has notified the Bank that the Card has been misused, lost or stolen or that PIN security has been breached; transactions completed through the Card or any other cards that are forged, faulty, expired or cancelled; fraudulent or negligent conduct by the Bank's employees or agents, companies involved in networking arrangements, merchants who are linked to the electronic funds transfer system or their employees or agents; and losses to the Account resulting from any failure, error, malfunction or technical problem of the Bank's system or equipment.

6. Transaction Records Activity:

The Customer shall be offered a transaction record at ABMs and POS terminals for the Customer's convenience to enable the Customer to check the Account entries. The Bank's transaction records shall be conclusive proof of use of the Card or an Electronic Banking Service and shall be considered the Customer's written request to perform the transaction. Even though the Customer may be provided with a transaction record, verification number, or interim statement, the Bank's verification and acceptance of all transactions shall be considered correct and binding unless there is an obvious error. Transactions completed through an Electronic Banking Service may be credited or debited to the applicable Account by the Bank on a date determined by the Bank. This date may be different than the date on which the Customer used the Electronic Banking Service.

7. Debit Card Code of Practice:

The Bank endorses the Canadian Code of Practice for Consumer Debit Card Services and commits to maintain or exceed the level of customer protection it establishes.

C. TERMS OF DIGITAL BANKING SERVICES

Part C of this Agreement applies to the Customer's use of Accounts through the Bank's website and mobile banking services including: (a) accessing the Account; (b) paying bills; (c) transferring funds from the Account

held at the Bank to another financial institution located in Canada; (d) transferring funds from another financial institution located in Canada to the Account held at the Bank; (e) transferring funds from the Account held at the Bank to an account located in India (“**Remit to India**”); (f) the Yono or any other mobile apps or platforms made available to customers of the Bank; and (g) any additional digital or mobile services provided by the Bank (collectively, “**Digital Banking Services**”). The Customer acknowledges and agrees to the Terms of Service for use of the Bank’s website.

1. Digital Banking Security and Confidentiality:

The Customer is responsible for the care and control of the user ID, password, and/or transaction password (including any codes) (“**Security Information**”) used in Digital Banking Services. The Customer must keep the Security Information confidential and take every reasonable precaution to maintain them safely. This includes never keeping a written record of the Security Information; avoiding passwords that may be easily determined by others; not disclosing the Security Information voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency; and taking all reasonable precautions to ensure that no one finds out the Security Information while logging onto or using Digital Banking Services. The Customer is responsible to implement appropriate security programs and safeguards and will immediately notify the Bank if it is suspected that any security procedure has been compromised or rendered ineffective. The Bank will not be liable in any manner for the consequences, including without limitation for losses or damages, of any unauthorized use of the Security Information by a third party.

2. Mobile Banking Services and Alerts:

The Customer is responsible for any use of the Bank’s mobile application through their device that occurs before the Customer notifies the Bank that their mobile device may have been lost, stolen or compromised.

The Customer’s mobile device or email address may be used to receive automatic Account alerts (including alerts about Account transactions, Account balances and other Account activities). The Customer is responsible for all fees charged by their phone company or email service provider. The Bank will not under any circumstances be liable to the Customer for losses or damages of any nature resulting from: (a) the Bank’s delay or failure to send, or the Customer’s failure to receive, an automatic alert for any reason; (b) an automatic alert issued in error or containing inaccurate or incomplete information; or (c) any disruption in alert services for any reason, including a disruption caused by the Customer’s phone company or email service provider.

3. Bill Payment:

The Customer authorizes the Bank to debit the Account, as specified by the Customer, for the purpose of transferring funds to a payee of bill payments through Digital Banking Services. Payments should be made before the due date of the bill within the time period recommended by the payee or the Bank from time to time. The Customer shall confirm with the billing institution that the bill has been paid. Any changes or cancellations to a bill payment must be made within the time period specified by the Bank from time to time.

If the Customer use any of the Bank’s services for bill payments, the Customer is responsible for the accuracy of their payment instructions, including the billing company paid, billing account number, payment amount, other information in their bill profile, and their personal information recorded in the Bank’s systems. Depending on the type of payment, payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error. The Bank may update the Customer’s bill profile, including their billing account numbers and billers’ names, if informed of a change by the biller or if deemed necessary by the Bank.

The Customer will ensure that they have sufficient funds in their Account (or a line-of-credit or overdraft protection) at the effective time of their payment. Payment instructions may not be processed without sufficient funds. Postdated payments set up by the Customer may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on their postdated payment and the billing account number recorded on their bill profile at the time of processing the payment, and a change in the status of the biller.

The Customer is responsible for knowing their biller's payment requirements. The Bank may reject, cancel or return a payment to the Customer that does not meet those requirements. In addition, The Customer is responsible for ensuring that their payments are scheduled so that there is sufficient time before their due date for them to be processed by the Bank and by the biller.

Payment instructions made by the Customer after the Bank's daily cut-off time or on a day on which the Bank is not open for business will require extra time to reach the biller. There is no guaranteed time or date of delivery of their payment.

The Bank is not responsible for any penalties, fees, interest, costs or damages suffered by the Customer with respect to any payments, or for the Bank's inability to retrieve any payments.

4. Domestic Bank Transfer / Pre-Authorized Debit (PAD):

The Customer authorizes the Bank to: (i) debit the account at the financial institution, as specified by the Customer on the applicable Domestic Bank Transfer – PAD Agreement, for the purpose of transferring funds to the Account, subject to applicable hold periods disclosed to the Customer from time to time, or (ii) debit the Account for the purpose of transferring funds to the Customer's account held at another financial institution located in Canada (each, a "DBT"). The Bank may, at its sole discretion and from time to time, set limits on DBTs, including without limitation, the number of DBTs made by the Customer or the amount (in aggregate or otherwise) of a DBT. The Customer shall notify the Bank of any changes to the information provided to the Bank regarding the funds transfer pre-authorized debit.

5. Remit to India:

The Customer authorizes the Bank, and any intermediary or agent bank, to debit the Account specified by the Customer, for the purpose of transferring funds to an account in India (the "**Remittance Request**") and paying any charges in connection therewith. Notwithstanding any error made by the Customer, the Customer is responsible and obligated to complete a Remittance Request once (i) the Customer has entered the applicable Security Information and (ii) such Remittance Request is received by the Bank. A Remittance Request is deemed to be received by the Bank when it is received in the form and with the content specified by the Bank from time to time. Once the Bank has received the Remittance Request, the Customer may not amend or cancel a Remittance Request. The Bank will not be liable for, and the Customer agrees to indemnify the Bank for, any loss or damages arising from any attempt made by the Bank, in its sole discretion, to amend or cancel a Remittance Request.

The Customer must pay the Bank the amount specified in the Remittance Request, plus any applicable fees or charges by a debit to the Account, before the Bank will execute the request. The Customer acknowledges that the Remittance Request may not be processed on the same business day the request is made and that such Remittance Request is subject to regulatory verification processes. The Bank is not obligated to execute the Remittance Request and may, at its sole discretion, reject a Remittance Request or set limits on Remittance Requests, including without limitation, the number of Remittance Requests made by the Customer or the amount (in aggregate or otherwise) of a Remittance Request. In the event that a Remittance Request is rejected by the Bank, the Customer may be notified of such rejection by mail, telephone or through the Customer's online account. The Bank is not obligated to re-execute a Remittance Request. The Customer acknowledges that the Bank does not guarantee the Remittance Request. The Customer confirms that any Remittance Request will be made on the Customer's behalf and not on behalf of any third party.

If the details of the parties bearing charges of the Bank or the agent bank are not indicated, the Bank charges will be borne by the Customer and intermediary or agent bank charges will be borne by beneficiary. The Bank is authorized to debit any one of the Customer's account for fees and charges in connection with a Remittance Request. The Customer agrees that the Bank will not be liable for any deduction made by an intermediary or agent bank.

The Bank may take its customary steps for the remittance and shall be free on behalf of the Customer to remit or procure the remitting of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any intermediary bank, correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for interruptions, omissions, human or mechanical errors or delays occurring

in the electric transmission, wire, cable or mails, or on the part of any postal authority, telegraph, cable or wireless company, or any employee of such authority or through any other cause. The Bank through its correspondents or agents or otherwise may send any message relative to this transfer in explicit language, code or cipher. The Customer agrees to be bound by any rules or regulations that apply to the payments systems used in connection with the Remittance Request.

Payment of transferred funds is also subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, any liability of the Bank with respect to the payment of the transferred funds shall not exceed in any case the extent to which payment is allowed in the currency in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of the Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by or as a result of any act or order of any government or government agency or the failure of any clearing, settlement or payment system or statute, regulation or any other causes whatsoever.

The Bank may at its discretion convert into foreign currency the funds received from the Customer at the rate as determined by the Bank at its discretion on the day such funds are received/cleared pursuant to its hold period policy. The Bank's statement in writing, whether by transaction record or otherwise, that it has effected such conversion shall be conclusive.

In the event a refund from the Bank of the amount of the transferred funds is desired, such refund shall be made, at the Bank's discretion, to or from the Customer, at the prevailing buying rate for the applicable currency on the day of refund in question, less all costs, charges, expenses and interest (where applicable), provided that (i) none of the events specified below have occurred in respect of the currency in question, and (ii) the Bank is in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions.

The Bank shall have no responsibility for or liability to the Customer or any other person whatsoever for any diminution in the value of funds due to exchange loss, taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, wars, strikes or other causes beyond the Bank's control. In addition, (i) if the currency's country of origin restricts availability, credit or transfers of such funds, the Bank will have no obligation whatsoever to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency and (ii) in the event of any matter related to EMU (European Economy and Monetary Union) (including but not limited to the disbanding of EMU, the withdrawal of one or more participating states from EMU or any changes in the composition of participating states) which restricts availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds, the Bank will have no obligation to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency.

6. Mobile Cheque Deposits:

Where the service is made available to the Customer, the Customer may deposit eligible paper cheques and bank drafts to an eligible Account by taking a picture of the front and back of the cheque or bank draft with their mobile device and sending the image to the Bank.

The Customer will only deposit a cheque or bank draft that is payable to them directly, in Canadian dollars, drawn on a Canadian financial institution. The Bank does not accept cheques or bank drafts that are payable to someone else and endorsed to the Customer. The Customer will only deposit the cheque or bank draft to a Canadian dollar Account. The cheque or bank draft must be in the standard format approved by Payments Canada. The Customer's image must include all information the Bank requires including the date, drawee institution, payee, amount in words and figures, signature of the payor, cheque number, and magnetic ink character recognition information. All of the information must be legible in the image. The Customer will only create images from the original cheque or bank draft. The Customer will not deposit a cheque or bank draft that is post-dated, stale-dated, or

altered in any way, or that has previously been deposited. The Customer will endorse the cheque or bank draft on the back before deposit.

The Customer's cheque or bank draft is considered received by the Bank when the Customer receives a successful 'deposit complete' message. Funds will then appear in their Account, but any Bank policy to hold funds may apply. When the deposit is completed, the Customer will write "deposited" across the front of the cheque or bank draft. The Customer will not attempt to redeposit or negotiate the cheque or bank draft. The Customer will keep the cheque or bank draft for 90 days, and provide it or a replacement image to the Bank if the Bank asks for it. The Customer will destroy the cheque or bank draft within 30 days after the 90-day period.

The Bank may set limits and change the limits on the number and amount of deposits. Service fees may apply. When the Customer creates an image, the Customer is acting as the Bank's agent for the limited purpose of creating the image. The Customer will not delegate this role to anyone else. Any image that the Customer creates will be treated for legal purposes just as if the Bank had created the image. Each image the Bank accepts will be treated as an eligible bill under the Bills of Exchange Act (Canada) and each image is subject to the applicable Payments Canada rules. The Bank may from time to time impose additional rules governing the cheques and bank drafts it accepts, and the Customer's use. Each image received by the Bank will have the same effect as if the original cheque or bank draft was delivered to a branch for deposit.

The Customer grants to the Bank, and to its clearing agents and other team members, all consents and rights necessary to provide the mobile cheque deposit service, and to deposit and clear eligible cheques and bank drafts using the images and associated data (which may include their personal information).

The Bank may, in its discretion, reject any item. The Bank may provide the Customer with immediate credit, and attempt to collect payment on the cheque or bank draft. If the cheque or bank draft is returned to the Bank unpaid, the Bank may reverse the credit and any interest paid on that credit. If the deposit amount does not match the amount of the image, the Bank may adjust the Customer's Account to reflect the amount on the image. The Customer will be responsible for any costs to obtain a replacement cheque or bank draft, if required. The Bank is not responsible for any damages suffered by the Customer or any other person resulting from a rejected or returned cheque or bank draft, the delayed or improper crediting of a cheque or bank draft, or inaccurate information the Customer provides to the Bank regarding a cheque or bank draft. The Bank may suspend or terminate the Customer's use of mobile cheque deposits at any time, with or without notice.

7. Digital Money Transfer Services:

Where the service is made available to the Customer, the Customer may use the Bank's money transfer services (including Interac Fund Transfer) to send and receive money using Digital Banking Services. To send money using the Bank's digital money transfer services, the Customer must provide the recipient's email address, device phone number or other information, and the Customer must have consent to provide such information. The Customer must complete all requirements of the process for making and receiving transfer services. The Bank may pay a transfer to anyone who claims it as the recipient and correctly answers applicable security questions or other verifications, whether or not that person is the person the Customer intended to receive the transfer. The Bank will not be liable for losses incurred by the Customer as a sender or recipient of money using the Bank's digital money transfer services, including losses resulting from funds being received by someone other than the intended recipient.

8. Third Party Services or Software:

The Bank may make services provided by third parties available to the Customer. If the Bank does so, then the third party service is optional, and is offered for the Customer's convenience. The third party service is provided by the third party, and not by the Bank. The Customer assumes all risks associated with using any third party service, and the Bank has no liability to the Customer in respect of any third party service. Any dispute the Customer may have relating to a third party service must be resolved between the Customer and the third party, without the Bank's involvement. If a third party deals with the Bank in its provision of services to the Customer, the third party is acting as the Customer's agent and not as the Bank's agent.

Where there are links from the Bank's website or within Digital Banking Services to any third party's website, the Bank does not make any representations about, does not endorse, and is not responsible for any losses relating to, the third party or the third party's website, products, services or privacy policies.

If the Bank uses third-party service providers to assist the Bank in providing software, the Customer accepts that the software comes "as is" and the Customer assumes the entire risk for the performance of the software. Third-party service providers will not be liable to the Customer for any damages resulting from their use of the software, under this Agreement or otherwise.

9. Availability of Digital Banking Services:

The availability of Digital Banking Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to the Bank and third parties. The Bank does not guarantee and is not obliged to provide continuous or uninterrupted access to Digital Banking Services. The Bank is not liable for any interruption claims.

10. Customer Liability for Digital Banking Services:

The Customer is responsible for (i) providing the correct information to complete all Digital Banking Services; (ii) ensuring the Account contains sufficient funds to complete the relevant transaction in connection with the Digital Banking Service and (iii) complying with all policies and procedures imposed by third parties, Payments Canada or any other association governing payments in Canada. Each instruction and transaction effected by the Customer through the Digital Banking Services irrevocably authorizes the Bank to act in accordance with such instructions. The Customer will be responsible for any and all charges and fees resulting in the event any instructions are not authorized for any reason, including without limitation, for insufficient funds.

11. Bank Liability:

- (a) The Bank is not responsible for errors in the amount or destination of any payments. The Bank does not guarantee payments made by the Customer using Digital Banking Services and is not liable for any losses or damages arising as a result of a missed payment or errors in the amount or destination of the payment made in connection with Digital Banking Services. The Bank is not liable for (i) failure of any third party to process any instructions requested by the Customer or (ii) any fees charged to the Customer by a third party in connection with such instructions.
- (b) The Bank is not responsible for and the Bank will not reimburse the Customer for any losses to their Account if:
 - a. the Customer does not comply with any instructions the Bank may provide to the Customer in connection with Digital Banking Services;
 - b. the Customer engages in any fraudulent, criminal or dishonest acts related to Digital Banking Services;
 - c. the Customer accesses Digital Banking Services via a device that the Customer knows or reasonably should know contains software that has the ability to reveal or otherwise compromise any of their Security Information;
 - d. the Customer carries out the transaction, including if the transaction is a result of any mistake, error, omission, inaccuracy or other inadequacy of, or contained in any data or information that the Customer gives to the Bank;
 - e. the Customer shares any of their Security Information; or
 - f. the Customer consents to, contributes to or authorizes a transaction in any way.
- (c) Notwithstanding any representation made by the Bank regarding the date of payment, the Bank will not be liable in any manner for the consequences, including without limitation, for losses or damages or inconvenience that may be incurred by the Customer as a result of any failure or delay in payments made using Digital Banking Services, including where the Customer is unable to access or use the Digital Banking

Services as a result of any failure, error or malfunction, even where such failure, error or malfunction is a result of negligence of the Bank or its employees, agents or representatives, or results from any regulatory verification process, processing by an agent or third party, legal constraint, interruption of transmission of communication facilities, internet failures or outages, equipment failure, war, terrorism, pandemic events (including the fear of contracting an illness), emergency conditions or other act of God or circumstances beyond the control of the Bank. Under no circumstances will the Bank be liable for any damages whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss arising in connection with exchange rates, loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person.

D. GENERAL TERMS

1. Use of Agent:

The Bank may use the services of any bank, trust company, courier service or other agent as it may deem necessary in connection with any banking business of the Customer. Any agent the Bank utilizes for any of these purposes may employ sub-agents. Such bank, agent or sub-agent is deemed to be the agent of the Customer and the Bank will not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of such bank, agent or sub-agent, however caused, in the performance of such service or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in possession of such bank, agent or sub-agent.

2. Instructions and Communications:

The Bank shall communicate with the Customer by regular mail to the last known address of the Account, by telephone, fax, email, through the Bank's website or any other method of telecommunication or electronic transmission ("**Electronic Communications**"). The Bank is entitled to rely and act on any communication provided for herein, without any further investigation, as valid authority to act on behalf of the Customer. The Bank shall not be responsible for the security, privacy and confidentiality of any communication, including Electronic Communications, used by the Customer, and the Customer acknowledges and agrees to assume all responsibility for using any communication method, including Electronic Communications, including interception, unauthorized access, loss or alteration of such communication or Electronic Communication.

The Customer authorizes the Bank to accept, and the Customer agrees to be responsible for, any verbal or electronic instructions given by the Customer through an Electronic Banking Service or a Digital Banking Service to the same extent as if the Customer had given signed, written instructions to the Bank. The Bank may record all telephone calls that relate to the use of or include instructions for using Electronic Banking Services or Digital Banking Services.

The Customer agrees to use Digital Banking Services to review the Accounts and transactions at least once monthly. The Customer is deemed to receive an electronic statement each time that the Customer does so. Notifications and other documents in digital or electronic form the Bank provides to the Customer is deemed to be received by the Customer when they are posted and available to the Customer through Digital Banking Services, or when they are sent by SMS text message or by email.

The Customer agrees to examine every Account statement as soon as the Customer receives it or is deemed to have received it. This means, amongst other things, that the Customer must review their transaction history each time the Customer uses Digital Banking Services. The Customer will immediately give notice in writing to the Bank of any errors, objections, omissions or irregularities, including any fraud, forgery, material alteration or unauthorized activity of any type, or debits or credits wrongly made, included in or preceding each such Account statement.

3. Consent to Electronic Notice, Documents and Information:

The Bank hereby notifies the Customer that: (i) the consent to receive notices, statements documents and other information by Electronic Communication ("**Electronic Documents**") may be revoked or choose other options at any time by contacting the Bank; (ii) it is the Customer's responsibility to inform the Bank of any changes to

his or her contact information relating to the use of the Bank's website or Digital Banking Services; (iii) the Bank will make Electronic Documents available to the Customer for the time period specified on the Bank's website and it is the Customer's responsibility to save a copy of all Electronic Documents for future reference; and (iv) the Customer's consent takes effect concurrently with the Customer's acceptance of this Agreement. The Customer designates each of the Bank's internet banking, mobile banking application and website (www.sbcic.com) as an information system and acknowledges and consents to receiving Electronic Documents, including: (i) notices of new fees or charges for the use of the Account, Electronic Banking Services or Digital Banking Services; (ii) changes regarding interest rates, fees, and charges; and (iii) Account statements and transaction records. This consent replaces all other terms and conditions and consents between the Bank and the Customer.

4. Service Charges:

The Bank may charge and the Customer shall pay the Bank's normal service charges for the operation of the Account, Electronic Banking Services or Digital Banking Services and for any services of the type requested, as disclosed to the Customer / notified by the Bank from time to time on its website. The Customer shall also pay the service charges of any other financial institution that are imposed as a result of any Electronic Banking Service or Digital Banking Service. The Bank may debit all service charges to the Account accessed through the Electronic Banking Service or Digital Banking Service. If the Customer does not have enough money in the Account to cover the service charges, they may be charged to any other Account the Customer may hold with the Bank, or the Account may be overdrawn.

5. Resolving Disputes:

The Bank is not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from merchants or others through an Electronic Banking Service. The Customer shall resolve any dispute directly with the merchant or other party involved. If the Customer has a problem regarding a transaction completed through an Electronic Banking Service or Digital Banking Service that is posted to the Account, the Customer may call 1-866-SBIC-NOW to place a trace on the transaction. After the Customer has reported an unauthorized transaction, the Bank shall attempt to resolve the Customer's issue within 10 business days. If required during investigation, the Bank shall agree to restore the funds against a signed written indemnity. (Note: This may result in a temporary suspension of the 10-day time limit, until the requested information is received.)

6. Lost or Stolen Card or Compromise of Security:

The Customer shall notify the Bank by calling 1-866-SBIC-NOW immediately if: (i) the Card is lost or stolen, or the Customer suspects that the Card is lost or stolen, or someone has used it other than the Customer; (ii) the Customer's PIN has become known to someone else, or the Customer suspects that the PIN has become known to someone else; or (iii) the Customer's Security Information has become known to someone else, or the Customer suspects that the Security Information has become known to someone else. The Customer shall not be liable for any transactions resulting from the loss or theft of the Card or compromise of PIN or Security Information that occur after the time the Customer notifies the Bank about the loss, theft or compromise.

7. Currency Exchange Indemnity:

Any conversion from one currency into another in connection with the Customer's use of the Account or Digital Banking Services shall be effected in such manner as the Bank may in its sole discretion determine and at the Bank's then prevailing rate of exchange.

8. Limitation of Liability and Indemnification by Customer:

The Bank shall not be liable for any loss or damage in connection with this Agreement except where there has been gross negligence or wilful misconduct, even if the Customer has previously advised of such loss or damage. The Bank shall not be liable under any circumstance, including gross negligence or wilful misconduct, for any indirect, consequential, special, or punitive damages caused to the Customer, even if the Customer has previously advised of such loss or damage. The Bank shall not be liable under any circumstance, including gross negligence or wilful misconduct for the failure, malfunction, delay of any system or equipment, third party, circumstances

outside of the Bank's control or in connection with any action or inaction on the part of the Customer relating to their obligations under this Agreement. The Bank shall not be liable to any third party for any loss or claim arising from the breach by the Customer of this Agreement. The Bank shall not be responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by the Customer with respect to any payments or for the Bank's inability to retrieve electronic payments from third party Accounts with the Bank or from other financial institutions. The Customer shall indemnify and hold harmless the Bank, its directors and officers, employees, agents and/or service providers, for any loss or damage that any one of them may incur other than directly caused by the gross negligence or wilful misconduct of the Bank.

9. Changing this Agreement, Our Service Charges and Our Services:

The Bank may change (i) this Agreement; and (ii) the fees, charges, holding policies and other conditions of the Account, Electronic Banking Services or Digital Banking Services. The Bank shall notify the Customer of any changes as required and permitted by law. Such changes shall be effective on the date set out in such notice. If the Customer uses the Account, Electronic Banking Services or Digital Banking Services or keeps a Card (including a renewal or replacement card) after the Bank sends or posts a notice or the Customer otherwise receives an Electronic Communication with respect to any changes the Customer shall be deemed to have accepted the changes.

The Bank may, from time to time, offer the Customer additional services and products not included in this Agreement (“**Additional Services**”). The Bank shall disclose any additional terms and conditions relating to the Additional Services as required and permitted by law. If the Customer uses the Account, Electronic Banking Services or Digital Banking Services in connection with the Additional Services the Customer shall be deemed to have accepted such additional terms and conditions.

10. Termination of this Agreement and Services:

The Bank may close the Account, terminate the financial or other services and/or cancel any Card, PIN or Security Information that are provided to the Customer in connection with the Account, Electronic Banking Services or Digital Banking Services, without notice, for any reason in its sole discretion, including if the Customer breaches any provision of this Agreement or any applicable laws, or if the Bank determines, in its sole discretion, that there is any improper use of the Account, Electronic Banking Services or Digital Banking Services. The Bank does not warrant or covenant that any particular service shall be available to the Customer.

If the Bank closes the Account, the Bank shall pay any balance, net of outstanding or applicable fees and charges, in the Account to the Customer by way of Instrument, delivered to the last known address for the Account. On the closing of a Joint Account, the Bank shall pay any balance, net of outstanding or applicable fees and charges, in the Account to the Customers by way of Instrument, delivered to the last known address for the Joint Account. In all cases, the Customer shall fulfill all of the Customer's obligations under this Agreement.

Subject to the right of the Bank to require reasonable notice and to any restrictions or prohibitions on withdrawal of term deposits prior to maturity, the Customer may close its Account at any time, but the closing of an Account shall not affect any transactions to the Account that arose prior to the time when the Account was closed. Unless otherwise provided in this Agreement or agreed to by the Bank, the Customer may cancel any Electronic Banking Service or Digital Banking Service by notifying the Customer's branch in writing. In all cases, the Customer shall fulfill all the Customer's obligations under this Agreement. The Customer is not relieved of his/her obligations until all amounts owed to the Bank, including interest, service charges and costs, have been paid in full.

11. Rights and Obligations of Successors:

This Agreement may be assigned by the Bank without consent of the Customer. All rights of the Bank hereunder shall enure to the benefit of its successors or assigns and all obligations of the Customer shall bind the Customer's heirs, executors and administrators and their successors and assigns. This Agreement may not be assigned by the Customer.

12. Intellectual Property:

The Bank is the owner of all intellectual property rights subsisting on each website page, mobile device and any other content or documentation in the Digital Banking Services made available to the Customer. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on the Bank's services are the property of the Bank. No part of any content of the Digital Banking Services may be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, without the Bank's express written permission. The only exception is for personal and non-commercial use (including viewing, printing or archiving of electronic copies of the Customer's Digital Banking Services activities), that is otherwise in accordance with the terms of this Agreement and as the Bank may further instruct the Customer. Nothing in this Agreement or on any page accessed through Digital Banking Services is to be interpreted as conferring a right to use the Bank's works, trademarks or logos in any other way.

13. Anti-Money Laundering and Anti-Terrorist Financing:

The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) applies to the operation of the Customer's Accounts and the provision of the Bank's services. The Bank will from time to time adopt policies to address the reporting, recordkeeping, client identification and other requirements of that legislation. The Customer will comply with all those policies, and the Customer consents to the Bank conducting such activities, including background checks, as the Bank may consider necessary for the purpose of complying with its obligations under that legislation.

The Customer will not allow another person to use their Accounts or the Bank's services, and the Customer will not use their Accounts or the Bank's services on behalf of or on the instructions of another person, except to the extent the Bank has agreed to their use of the Account or the Bank's services in that manner.

14. Reporting of Information to Other Jurisdictions/FATCA:

The Customer acknowledges and agrees that as a Canadian financial institution, the Bank is required to collect information that the Customer may provide to the Bank or that the Bank may otherwise obtain in providing services to the Customer. The Bank may be required to report such information to the Canada Revenue Agency, which information may be reported to the government of a foreign jurisdiction of which the Customer is a resident for tax purposes, including without limitation pursuant to the Intergovernmental Agreement, a tax information sharing agreement with the U.S. government under the existing Canada-U.S. Tax Convention, the U.S. Foreign Account Tax Compliance Act (FATCA), and any other applicable laws. The Customer must immediately advise the Bank if the Customer's residency or citizenship changes during the term of this Agreement.

15. CDIC

The Bank is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits the Customer may make with the Bank, subject to maximum coverage limitations. For more information on deposit insurance refer to the Bank website, or call CDIC at 1-800-461-2342 or visit the CDIC website at www.cdic.ca.

16. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the location of the branch of the Account and the federal laws of Canada.

17. Problems or Concerns:

The Customer may visit their local branch or office or call the Bank at 1-866-SBIC-NOW and tell the Bank about the problem or concern in the way that is most convenient for the Customer. For a more detailed overview of how to contact the Bank with regard to an individual transaction, privacy or consumer protection complaint, please obtain a copy of the SBIC Banking Guide at a branch or through the Bank's website at ca.statebank.