



New York Branch
277 Park Avenue, New York - 10172
Tel: 212-753-6100 Fax: 212-588-8958
Email: boi.ny@bankofindia.co.in Website: www.boiusa.com

CHECKING/BASIC CHECKING DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

TERMS AND CONDITIONS

In this Account Agreement and Disclosure, each and all of the depositors (members) are referred to as "Account Holder", "you", and "your." The Financial Institution is referred to as "we," "our," and "us." This Agreement contains the terms and conditions governing your Checking/Basic Checking deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for this deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

USA PATRIOT Act

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you:

- If you are an individual, when you open an account we will ask for your (i) name, (ii) residential address, (iii) date of birth, (iv) social security or other U.S. taxpayer identification number, or, if you are not a citizen or resident of the United States, a passport number and country of issuance or the number and country of issuance of any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard, and (v) such other information or documents that we consider necessary to identify you.
- If you are a corporation, partnership, trust or other entity, when you open an account we will ask for your (i) name, (ii) address (either your principal place of business, a local office or other physical location), (iii) a U.S. taxpayer identification number, or if you are not organized or resident in the United States or filing U.S. income tax returns, the number and country of issuance of any other government-issued document certifying the existence of your organization, and (iv) such other information or documents that we consider necessary to identify you, such as articles of incorporation, a government-issued business license, a partnership agreement or a trust instrument.

Unlawful Internet Gambling Enforcement Act (UIGEA) and Regulation GG (Prohibition on Funding of Unlawful Internet gambling)

Please be additionally advised that UIGEA and Regulation GG prohibit you from processing restricted transactions through your account or relationship. Restricted transactions include but are not limited to those in which credit, electronic funds transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in internet gambling which is unlawful under any applicable Federal or State law.



New York Branch
277 Park Avenue, New York, NY 10172
Tel. No. (212) 753-6100
Member FDIC
(Truth-in-Savings)

Regulations, Conditions and Disclosures for Checking Deposit Accounts

INTRODUCTION

The following explains, in non-technical language, the terms and conditions of Checking Accounts of the Bank, as well as explains the Bank's regulations governing the account. The word 'disclosure' is used by the Government to describe this written explanation to you. The Bank's officers would be happy to assist you, if you need more information.

NATURE OF THE ACCOUNT

A Checking Account is a deposit account where it is possible to make deposits and withdrawals. The balance in this account does not earn interest.

HOW TO OPEN A CHECKING ACCOUNT

The account may be opened by one or more individuals or in the name of corporates. Those desirous of opening such an account should provide the following to the Bank

- Proof of identity of all individuals involved
- Proof of their addresses
- Proof of legal status of the individual / organization
- Details about occupation / business
- References / introductions acceptable to the bank.

Account will be opened only after the Bank has completed verification of the details provided and the Bank determines, at its sole discretion that the account is an acceptable one.

INITIAL DEPOSIT REQUIRED FOR OPENING AN ACCOUNT

The initial amount required to open an account is, presently, USD 2,500.00 for Corporates and USD 500.00 for Individuals. This will constitute your stipulated MINIMUM BALANCE which you are expected to maintain in the account, on a daily basis, in order to avoid Service Charges. You may make additional deposits of any amount at any time. You may make withdrawals and transfers provided sufficient balance is available in the account. A fee may be charged for transfers.

SERVICE CHARGES

Please refer to the section titled 'Schedule of Charges' for all our fee on various service

JOINT ACCOUNTS

An account opened by two or more persons is a joint account with the right of survivorship. This means that either of you (in case of account in the name of two persons) or any one of you (in case of account in the name of more than two persons) may make deposits and withdrawals. Either of you / any one of you may endorse for deposit checks payable to either of you / any one of you or both of you / any two or more or all of you. Both of you / any one of you is authorized to act for the other / rest and the Bank may accept instructions regarding the operations in the account from either of you / any one of you. In effect, either of you / anyone of you may control the account as if it were your own. Unless the Bank receives written notice to the contrary, signed by either of you / any one of you, the Bank will not be liable to any individual for continuing to honor orders drawn by or withdrawal requests from either of you / any one of you. If we receive instructions from either of you / any one of you as disputing the authority of any joint account holder, we may require the signature of both of you or all of you for any further payments or deliveries. If a check is returned unpaid, each one of you is liable to the Bank regardless of who deposited the check or cashed the check. In the event of the death of either of you / anyone of you, all the rights, title, interest in and to the deposits shall vest absolutely in the survivor/s, subject to all applicable laws and regulations. The Bank may require the survivor/s to produce certain legal documents before releasing the funds or deposit. The Bank may be required by law to remit funds held in the joint account to satisfy a judgement entered against or other valid debt incurred by either of you / any one of you.

TERMINATION OF THE ACCOUNT

Either you or the Bank may close your account at any time and you will receive any available balance in your account. Any checks presented after your account has been closed will be returned unpaid.

COLLECTION OF CHECKS, DRAFTS AND OTHER PAYMENT INSTRUMENTS

The Bank chooses the method of obtaining payment of instruments deposited by you and may use other banks in the process. We are not responsible for actions taken by other banks, nor for the loss or destruction of any items in the possession of other banks or in transit. We are not responsible for any act or failure to act that is reasonable under the circumstances or that is taken or omitted under the laws, rules, regulations or practices prevailing or in force. Any instrument not finally paid (returned unpaid) will be deducted from your account.

LAWS, RULES AND REGULATIONS

The Bank's Checking Account is subject to current and future New York State and Federal rules and regulations including those of the Bank and Banking Department of the State of New York and the Board of Governors of the Federal Reserve System. Also applicable are the local Clearing House Rules and general commercial bank practice in the New York metropolitan area.

CHANGE OF ADDRESS

You must notify the Bank promptly and in writing, of any change in your address. All statements and notices will be sent to you by ordinary mail at the last address the Bank has recorded for your Checking Account.

WAIVER

The Bank may waive any of these rules and regulations, but the waiver will apply only on that occasion.

ABANDONED ACCOUNTS

New York State Law requires the Bank to send to the State, as abandoned property, the funds or deposit in any account where there has been no operation for 3 years, which means there has been no deposit or withdrawal, nor any written communication from the depositor. You can prevent this from happening by making a deposit or withdrawal or by notifying us in writing that you know your account still exists at the Bank.

After receiving such funds, the New York State holds the funds in trust, for the benefit of rightful claimants, and any claims must be made directly to the State. Your account may be charged for certain expenses incurred in remitting funds to the state.

BANKING HOURS

The Bank is open for business from 9.00 a.m. to 3.00 p.m. on weekday's i.e Monday to Friday. The Bank is closed on Saturday and Sunday as well as all Federal Holidays.

DISCLOSURE REGARDING ORDER IN WHICH CHECKS WILL BE PAID

We have adopted a policy on disclosure regarding the order in which the checks received for payment from your checking account shall be paid. Provisions of the policy are stated in brief below for your information and record.

When more than one check and Automated Clearing House (ACH) debit is received for payment on a particular day, they will be paid in the following order, subject to availability of credit balance in the account:

- i) The debits received through ACH shall be paid first and thereafter the checks would be paid. In case more than one ACH debit is received, the ACH debit bearing an earlier date shall be paid first. If all the ACH debits bear the same date, they will be paid in the order of increasing amounts – beginning with the debit bearing the smallest amount.
- ii) Checks will be paid in the order of the date they are issued i.e. check issued on the earliest date will be paid first and so on.
- iii) In case, more than one check with same date of issue is received, the check with the smallest amount will be paid first and then in the sequence of increasing amounts.
- iv) In case, more than one check of same date and same amount is received, then the checks will be paid in order of check number i.e. check with the lowest check number will be paid first and then in the sequence of increasing check numbers.
- v) Notwithstanding what is stated above, if a depositor requests for payment of a particular check or checks on priority basis, in writing, sufficiently in advance, Bank will pay such checks first and then pay other checks in the order as stated above.

Checks which cannot be paid as above, due to non-availability of credit balance in the account will be returned.

Substitute Checks and Electronic Files Pertaining to Original Checks

If you deposit a "substitute check" (as defined in Regulation CC Section 229.2 (aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to (amount, not lower than \$2,500) of your refund (plus interest if your account earns interest) within (number of days, not more than 10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (number of days, not more than 45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: Bank of India New York Branch, 277 Park Avenue, New York, NY 10172, Tel. No. (212) 753-6100 or e-mail at boi.ny@bankofindia.co.in You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

NOTICE REGARDING ACH TRANSACTIONS

- i. The entry may be transmitted through the ACH;
- ii. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry;
- iii. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you;
- iv. we may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.”

In case of error in any ACH (Automated Clearing House) debit or credit, we must be notified within 60 calendar days from the date of the statement reflecting the error. In case of oral notice, a written confirmation should be received within 10 business days, but we will not delay the investigation.

Notice must contain:

- Complete information so we can identify your name, account number and the specific transaction.
- It should state that you believe an error has occurred and the reasons why you believe so.

If you notify us within 60 calendar days, we will investigate within 10 business days. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. However, Investigation may extend to 45 calendar days (in total) but during this time, we will:

- Provisionally credit your account with the amount in error (with interest) within 10 business days;
- Notify you of this credit within 2 business days;
- Give you full use of this credit during our investigation.

Results of Investigation:

If no error has occurred:

- We will mail / deliver written explanation within 3 business days of concluding the investigation.
- Reverse the provisional credit of the amount and notify you the same.

If error has occurred:

- Rectify the error within 1 business day.
- Report to you within 3 business days.

NOTICE REGARDING ELECTRONIC FUND TRANSFER

Bank of India, New York branch is providing money transfer/ remittance facilities for our customers. Remittances can be made for beneficiaries anywhere across the globe. Remittances are effected on the same day when the amount to be remitted is available in customer's account. In case the customer deposits cashiers / official / certified checks, remittance is processed on the next working day. Similarly, for deposit of personal checks in account, remittance is processed on the 4th working day from the day of receipt of checks.

Charges and time taken for remittance

Destination	Funds Available Date	Exchange Rate	TT Charges (in USD)
Remittance in INR to a beneficiary in India a. Bank of India branches b. Other banks	Within 2 business days if deposit is available in the account	Rate prevailing on the date of remittance	a. NIL b. 25.00
Remittance to beneficiary in any country, irrespective of amount or currency (other than INR)			30.00
Remittance within USA			30.00

The above information is only indicative. Actual information about your transaction will be mentioned on our Receipt (with combined disclosure).

Conditions governing issuance of cable or mail transfer

This Bank agrees to send, at the expense and risk of the customer, a message directing payment in foreign funds in the amount and manner indicated. The Bank does not warrant that the transfer of funds will reach the payee. It may make use of any branch or correspondent, agent or sub agent and shall not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the payee or any wrong payment by any of them, nor shall the Bank be under any liability for any errors, mutilations, delays, wrong delivery or failure of delivery in the transmission of any message in connection with this transaction whether or not in code or whether by mail, postal service, telegraph, cable, wireless, radio or otherwise, or for any suspension of any such means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risks being borne by the customer. In case of a transfer of currency other than the currency of the country to which remittance is made, it shall be payable to the payee in currency of said country at the buying rate of the Bank's branch, or correspondent for exchange of the currency remitted unless the payee arranges with said correspondent for payment in some other form upon paying all charges in connection therewith. In case the funds are not paid to the payee, whatever the reason, any liability of the Bank will be conditioned upon its receipt from the branch or correspondent of confirmation of effective cancellation of the remittance abroad and shall be limited to refunding the amount to be remitted, less expenses, which refund, in the case of transactions relating to the remission of foreign money, shall be made by (a) payment in United States dollars at the Bank's buying rate in New York, at the time of such refund, for the foreign money to be remitted,

or at the Bank's option by (b) forwarding by mail or otherwise to the Bank's branch or correspondent or other banking houses abroad with which it may then have or establish a sufficient credit in such foreign money instructions to withhold there from an amount equivalent to the amount to be remitted for the account and risk of the person to whom refund is to be made and the Bank shall not be otherwise liable in connection herewith or for the consideration received by it. References to the foreign money to be remitted shall mean such foreign money or other foreign money into which it may then be convertible, impressed with restrictions and other characteristics which shall or would have attached to an non earmarked credit balance of the Bank remaining with its correspondent or such other banking house from the date hereof to the time of settlement. Anything hereinbefore to the contrary notwithstanding any refund shall be made in case of wrong payment of funds by any correspondent agent or sub-agent, and in case funds for the payment of this transfer have been remitted or made available abroad or otherwise covered, no refund shall be made until the relative funds have been returned or otherwise made freely available to the Bank.

Note: Information regarding payment of the remittance is not available at this office. We will assist remitters in enquiring about the remittance by airmail. If cable enquiry is requested, a charge of USD10.00 will be levied to defray costs.

Note: Non-Resident (External) NRO / FCNR Accounts are maintained by branches in India and not by us. Enquiries relating to such Accounts may please be made to the branch concerned in India directly and not to us.

Other General Information (Over and above the information provided in remittance application)

Bank of India may use the services of its affiliates, a foreign correspondent and/or another third party acting in each case as Principal and not as customer's agent to send the wire payment. Please note that such other intermediary parties may charge a fee for their services and this fee together with any fees charged by the beneficiary bank might be deducted from the wire payment amount resulting in the beneficiary receiving an amount less than the wire payment amount. These fees are always not known to Bank of India. Recipient may receive less due to fees charged by the recipient's bank and foreign taxes.

Credit to the beneficiary's account will be made solely on the basis of the account number, Bank of India will not be held responsible for any loss due to the mistake in beneficiary's account number and / or SWIFT code provided by the remitter.

Notice to the Remitter

If you are a United States person i.e. United States citizen or United States resident and had a financial interest in at least one financial account located outside of the United States and the aggregate value of all foreign financial accounts exceeded USD 10,000.00 at any time during the calendar year, you are required to file a report of Foreign bank and Financial Account (FBAR) to the Treasury Department and you are advised to consult an independent tax consultant for the same.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

Preauthorized Transfer Services

We do not entertain any preauthorized automatic deposit of funds to your checking account(s) / preauthorized automatic payment of bills from your checking account(s).

Right to Receive Documentation of Your Transfers

Transaction Receipts: You will receive a copy of the remittance form, duly acknowledged, documenting the outward remittance transaction (unless you choose not to get a paper receipt). This should be retained as proof that an outward transaction was performed in your account.
Periodic Statements: Your account has the facility of receiving computer generated monthly statements and all EFT transactions will be reported on it.

Liability of Consumer for unauthorized Transfers

A consumer's liability for an unauthorized electronic fund transfer or a series of related unauthorized transfers shall be determined as follows

Applicability The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a Consumer's checking account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

Your Liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

Event: Loss or theft of Access Device (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)

If you notify us within two Business Days after learning of the loss of access device (or unauthorized access to your account). Your liability won't exceed \$50.00, OR the total amount of unauthorized EFTs that occur before notice to us.

Event: Loss or theft of Access (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)

If you notify us more than two Business Days after learning of the aforementioned event up to 60 days after we send you a statement showing the first unauthorized transfer made with access device (or unauthorized access to your account). Your liability won't exceed \$500.00, OR the sum of:

- a) \$50.00 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND
- b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.

Event: Loss or theft of Access Device (BOINY does not offer electronic banking, therefore this would apply if your checking account information or identity is stolen or you learn of unauthorized access to your account)

If you notify us more than 60 days after we send you a statement showing first unauthorized EFT made with access device (or unauthorized access to your account). Your liability won't exceed:

- For transfers occurring WITHIN the 60-day period: Lesser of \$500.00, OR the sum of:
 - (a) \$50.00 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND
 - (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.
- For transfers occurring AFTER the 60-day period, you may have unlimited liability, until you notify us.

Event: Unauthorized EFT(s) NOT involving loss or theft of an access device

If you notify us within 60 days after we send you a statement on which the unauthorized transfer first appears, you will have No liability.

Event: Unauthorized EFT(s) NOT involving loss or theft of an access device

If you notify us more than 60 days after we send you a statement on which the unauthorized transfer first appears. Your liability is unlimited for unauthorized EFTs occurring 60 days after the statement and before notice to us.

You must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of the financial institution's transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution establishes would not have occurred if you notified the institution within the 60-day period.

Potential Consumer Liability for Preauthorized transfers. If the only EFTs from an account are preauthorized transfers, liability could arise if the consumer fails to report unauthorized transfers reflected on a periodic statement. To report unauthorized transfers, contact details are provided below:

Phone: 212-753-6100 / 646-720-0398 or Email: boi.ny@bankofindia.co.in.

Error Resolution and Cancellation Disclosures

Error Resolution: You must contact us within 180 days of the disclosed date of availability. When you do, please tell us (1) Your name and contact details (2) The error or problem with the transfer and why you believe so (3) The name of the recipient and contact details (if available) (4) Complete details of the transfer like date, amount and reference number / confirmation code.

Error Resolution Time: We will determine whether any error occurred, within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Cancellation of Remittance: We will refund your money within three business days of your request to cancel a transfer as long as the funds have not been transmitted / already been picked up or deposited to the recipient's account. A service charge of USD 25.00 shall be recovered for any cancellation/amendment request received after 30 minutes from receipt of application at our counters. In order to cancel a remittance please tell us (1) Your name and contact details (2) The name of the recipient and contact details (if available) (3) Complete details of the transfer like date, amount, and reference number / confirmation code.

In case of error in any ACH (Automated Clearing House) debit or credit, we must be notified within 60 calendar days from the date of the statement reflecting the error. In case of oral notice, a written confirmation should be received within 10 business days, but we will not delay the investigation. Notice must contain:

- Complete information so we can identify your name, account number and the specific transaction.
- It should state that you believe an error has occurred and the reasons why you believe so.

If you notify us within 60 calendar days, we will investigate within 10 business days. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. However, Investigation may extend to 45 calendar days (in total) but during this time, we will:

- Provisionally credit your account with the amount in error (with interest) within 10 business days;
- Notify you of this credit within 2 business days;
- Give you full use of this credit during our investigation.

Results of Investigation:

If no error has occurred:

- We will mail / deliver written explanation within 3 business days of concluding the investigation.
- Reverse the provisional credit of the amount and notify you the same.

If error has occurred:

- Rectify the error within 1 business day.
- Report to you within 3 business days.

Bank's liability

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

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the transfer would go over the credit limit on your overdraft line.
- 3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 4) There may be other exceptions stated in our agreement with you.

Confidentiality

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

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

Contact details for any questions and our Address

For any questions/queries you may contact us at 212-753-6100 / 646-720-0398 or send an email to boi.ny@bankofindia.co.in.

You can also contact us for a written explanation at the following address:

Bank of India - New York Branch
277 Park Avenue
New York, NY 10172.

Contact details for any questions / complaints about Bank of India - New York Branch
New York State Department of Financial Services at (877) 226- 5697 Or Consumer Financial Protection Bureau at (855) 411-2372 / (855) 729-2372 or www.consumerfinance.gov

For office Use

Check this box acknowledging that a copy of this application form has been provided to the sender.

Check this box acknowledging that a copy of the remittance advice has been provided to the sender.

Signature of the Supervisory Staff



New York Branch

277 Park Avenue, New York - 10172

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Email: boi.ny@bankofindia.bank.in Website: www.boiusa.com

SCHEDULE OF CHARGES

With effect from: May 15, 2026

I CHECKING ACCOUNTS

Minimum Balance to avoid Service Charges <i>Requirement</i>	Individual Account	Corporate Account
Corporate Accounts \$2,500.00 Individual Accounts \$ 500.00 The charges will be levied if on any day of the given month, the closing balance in the account drops below the above minimum balance.	\$ 5.00 per month	\$ 25.00 Per Month
Charges for non-operation in the account <i>Requirement</i> Corporate Accounts: Minimum 1 transaction per Month Individual Accounts: Minimum 1 transaction per Quarter	\$ 15.00 per quarter	\$ 25.00 Per Month

CHECKS

	Individual Account	Corporate Account
Check returned or paid against insufficient or uncollected balances #	\$ 10.00	\$15.00
Check deposited but returned unpaid #	\$10.00	\$10.00
Stop Payment of Checks	\$25.00 per each instance	
Issuance of Certified / Official Checks	\$25.00 per each instance	
Cancellation of Certified / Official Checks	\$25.00 per each instance	

REMITTANCES / WIRE TRANSFERS

Wire Transfers initiated by the Branch Currency: Indian Rupees Recipient's Account in Bank of India Recipient's Account in Other Banks	NIL \$25.00
Currency: US Dollars :Other Currencies	\$30.00 \$30.00
Intermediary Wire Transfer Services <i>Wire Amount</i> Up to \$100 Above \$100 to \$1,000 Above \$1,000 to \$10,000 Above \$10,000 to \$50,000 Above \$50,000 to \$100,000 Above \$100,000	<i>Charges</i> NIL \$10.00 \$30.00 \$40.00 \$45.00 \$55.00
Receives from FRB / Correspondent Banks MT 202 Cover Payments MT 103 Customer Payments	\$10.00 \$15.00
MT 202 FBC for our Indian branches MT 202 FBC for Correspondent banks	\$20.00 \$20.00
LC Payment by Indian Branches (irrespective of the amount)	\$105.00
Funds received but not meant for us Up to \$25,000.00 Above \$25,000.00	<i>Returning Charges</i> \$25.00 \$50.00
Amendment Charges	\$25.00
Charges for transmitting SWIFT messages to Banks that do not have RMA Arrangement with us	\$100.00

BILL COLLECTION

Inland Postage / Courier	As per weight – Min \$25.00
International Courier	As per weight – Min \$50.00
Commission @ 0.25% of bill amount	\$50.00 (min) - \$500.00 (max) per occasion
SWIFT Messages	\$30.00 per message (messages have restriction for characters)
Amendment Instructions	\$25.00 per occasion
Holding Charges	\$25.00 per month

CHECK COLLECTION

<p>Checks received from Indian Branches</p> <p><i>Check Amount</i> Up to \$500 Above \$500 to \$1,000 Above \$1,000 to \$ 2,500 Above \$2,500 to \$ 5,000 Above \$5,000</p>	<p><i>Charges</i> NIL \$10.00 per check \$15.00 per check \$30.00 per check \$50.00 per check</p>
<p>Checks received from Foreign Branches</p> <p><i>Check Amount</i> Up to \$1,000 Above \$1,000 to \$2,500 Above \$2,500 to \$5,000 Above \$5,000</p>	<p><i>Charges</i> \$10.00 per check \$15.00 per check \$30.00 per check \$50.00 per check</p>

Charges will be levied on each instance of return on presentation/re-presentation of check on request of the customer.

Fees and charges are subject to change in accordance with applicable law and regulatory requirements. The charges are illustrative and not exhaustive. In certain cases, there may be additional charges for services which are not shown in this schedule. For more details, contact the concerned department.

Our Privacy Policy has not changed and you may review our policy and practices with respect to your personal information at www.boiusa.com or we will mail you a free copy upon request if you call us at 212-753-6100

If you are 65 years of age or older or 18 years of age or younger, you may be eligible for certain account fee waivers and discounts. Please contact us for further details.

II- Basic Checking Accounts

- Minimum deposit to open the account: \$25.
- Minimum monthly balance required to be maintained: **No minimum balance.**
- Monthly maintenance fee is \$3.00 per month:
- Number of withdrawals or checks cashed in a calendar month: **Eight at no charge.**
- Additional withdrawal or check beyond 8 in a calendar month: **\$3 per transaction**
- Restriction on the number of credits/deposits: **No restriction.**
- Availability of account statement and frequency of monthly statement: Account statements at monthly intervals will be provided.
- The accountholders 65 years of age or older are permitted a minimum of twelve withdrawal transactions during any periodic statement cycle at no charge.

DORMANT ACCOUNT AND ABANDONED PROPERTY POLICY

- The opening of Checking Account is subject to Dormant and Abandoned Property Law.
- Accounts having no operation for 12 months are marked as Dormant Accounts.
- If the identified dormant checking account remains non-operative for 3 years, it shall be deemed abandoned property.
- Abandoned Property Law requires the transfer of unclaimed funds to the custody and protection of the State Comptroller.

Bank of India Check Stop Payment Order

ATTENTION: Complete the form, sign and fax to: (212) 588-8958. If you cannot fax it,

contact Asst. Vice President (Operations) at (212) 753-6100 Ext. 398.

There is a \$25.00 fee to place a stop payment. This fee will be assessed upon receipt of the stop payment form and will be deducted from your account.

Date of Check _____ Amount of Check _____ Check # _____ Payable to _____

Primary name on account _____

Reason for stopping payment:

Include full 15 digit Account Number: 121100001111111:

IMPORTANT: In order to be effective, stop payment order must be received in time to give us a reasonable opportunity to act on it, and it should precisely identify the check number, date, amount and who is it payable to. We cannot accept liability for failure to honor the stop payment if the check is cashed today by a Bank of India teller, or has already been paid and not in file, or if the information you have provided us is incorrect. We strongly suggest that you open a new checking account if the reason for stop payment is related to fraud.

Please stop payment of the described check. Undersigned agrees to hold Bank of India harmless for the amount of the check and any loss, cost and/or expense incurred by reason of the Bank of India refusing payment. Bank of India is not liable for payment contrary to this request if done through inadvertence, accident or other wise lack of good faith or failure to exercise due care, or by reason of payment other items drawn on the account are returned insufficient. Bank of India's liability for payment contrary to this order shall in no event exceed the amount of the check. Stop Payment orders by phone are binding for 14 days only, unless the account owner(s) confirms this order in writing within the 14 day period.

Stop payment order will be revoked upon written request, presented in person at the branch, with proper ID.

Name: _____

Work Phone: _____

Address: _____

Home Phone: _____

City/State/Zip: _____

Properly signed stop payment orders are effective for six months after the date of acceptance and will automatically expire after that period unless renewed in writing.

Signature _____

Date of request _____

FOR BANK'S USE ONLY

_____ Received by (Teller Code)	_____ Stop marked in the system
_____ Branch Location	_____ Account flagged
_____ First paragraph read to member	_____ Fee deducted from the account

FUNDS AVAILABILITY POLICY

Conditions and Disclosures

When will your funds be available for withdrawal?

At Bank of India we want you to understand when your deposited funds will become available. This will help you manage your money easily and avoid the inconvenience of a returned check or a dishonored withdrawal request.

Our policy is to make funds you deposit into your BOI account(s) available for withdrawal based upon the type of deposit or check.

A withdrawal shall be deemed to be made when recorded on the books of the account holder's banking institution.

You can use the chart given below to know when your deposit will be available. To do so you must first answer these questions:

What is the day of deposit?

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 3.00 p.m. on a business day, we will consider that day to be the day of your deposit. If you make a deposit after that time, we will consider that the deposit was made on the next business day that we open.

What is the type of deposit?

The delay in availability of funds depends on the type of deposit you make (such as a check drawn on BOI, a check drawn on another bank or cashier's check).

DEPOSIT TYPE	WHEN WILL THE FUNDS BE AVAILABLE	WHEN WILL THE FUNDS BE AVAILABLE IF THE DAY OF DEPOSIT IS A MONDAY*
<ul style="list-style-type: none"> • Cash • Checks drawn on BOI • Electronic Deposits • U.S. Treasury Checks • U.S. Postal Money Orders • Max Deposit USD 1000.00 • Max International \$700.00 • Other Government Checks issued by a state or a general purpose unit of government • Federal Reserve Bank or Federal Home Loan Bank Checks • Cashier's and Teller's (Official), Certified, Traveler's, NY State and Local Government checks payable to you and presented for deposit on a separate deposit ticket.** 	<p>On the 1st business day after the day of deposit</p>	<p>Tuesday</p>
<ul style="list-style-type: none"> • Local checks 	<p><u>USD 275.00 of the amount</u> On the 1st business day after the day of deposit (to pay the checks written to others)</p> <p><u>Rest of the amount</u> On the 2nd business day after the day of deposit</p>	<p>Tuesday</p> <p>Wednesday</p>

* **Assuming no intervening holidays.**

** **The deposit must be presented along with a separate deposit ticket on which the type of check is clearly mentioned (i.e. Certified, Official, Travelers or Government)**

In addition to the above

The funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.

For customers that have multiple accounts at a depository bank, the bank may apply this exception to the aggregate deposits to all accounts held by the customer, even if the customer is not the sole holder of the accounts and not all of the holders of the accounts are the same.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of computer or communication equipment.
- The bank reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. However, full availability of funds will be no later than the Seventh business day after the day of your deposit except for the Emergency conditions where the funds must be made available for withdrawal no later than a reasonable period after the emergency has ceased.

If you need the funds from a deposit right away, you may specifically ask us.

Special Rules for New Accounts:

- 1) An account is considered a new account during the first 30 calendar days after the account is established.
- 2) Generally, funds you deposit will be available within one business day except when you deposit checks exceeding \$6,725.00 effective in a business day. The amount exceeding \$6,725.00 effective will be available not later than ninth business day after the day of your deposit.

LIABILITY FOR ILLEGIBLE ENDORSEMENT

There is a special area on the back of all checks that you should avoid writing or printing in since that area is reserved for endorsement by the bank at which the check is deposited. It is our policy that by depositing, collecting or cashing any check with us, you will be responsible for any losses we incur from the depositing bank's endorsement being obscured by your endorsement or other markings, or the endorsement or markings of any prior party.

Accordingly, it is our policy that by depositing, collecting or cashing any check, draft or other instrument, or by issuing a check drawn on your account with us, you will be responsible for any damages, losses or liabilities we incur (such as those arising from any misrouting or other delay in the return of a check), to the extent the depositary bank's endorsement is obscured or otherwise impaired by:

1. Preprinting, carbon bands or the like, on the back of checks which you have issued on your account with us (including that which directs or causes a subsequent party to endorse in the area reserved for the depositary bank, or by
2. Your endorsement or other markings, or the endorsement or markings of any prior party, on a check which you have cashed, collected or deposited with us.

This notice does not affect BOI's right, under existing law, to charge your account, or otherwise obtain a refund from you, for any deposited check that is not finally paid, regardless of the reason for nonpayment.

We may amend or revise our policy from time to time, as permitted or required by Federal Law.

Treatment of checks deposited with two endorsements

In compliance with Section 9-p of the New York State Banking Law, the Branch will not refuse to accept "as a deposit" made with a teller by an "account holder" at Bank of India for the sole reason that it contains two endorsements. The customer will be required to deposit check into his/her account and the check will be subject to the funds availability retention schedule.

ELECTRONIC COMMUNICATION DISCLOSURE AND CONSENT AGREEMENT
(“CONSENT AGREEMENT”)

Please read this Disclosure and Consent Agreement carefully and keep a copy for your records.

Consent Electronic Delivery of Disclosures and Notices

By completing this Consent Agreement, you agree to all terms set out within this Consent Agreement and you consent to the electronic delivery (e.g., email) of all required disclosures or notices in relation to your current or future account(s) or wire transactions with Bank of India (the “Bank”) and that the Bank does not need to provide you with an additional paper (non-electric) copy of the disclosures or notices, unless specifically requested.

Paper Delivery of Disclosures and Notices

You have the right to receive a paper copy of the disclosures, notices or other documents the Bank is required to provide to you. If you wish to receive a paper copy, you may request one at no additional charge by contacting the Bank (see “Contact Us” below) and providing us with your name, mailing address, the name of the disclosure or disclosures and request to receive a paper copy. A paper copy of electronic record can be obtained from the Bank until the copy is no longer required to be maintained as a record for the designated account under applicable law or regulation.

System Requirements to Access Information

To receive an electronic copy of the disclosures or notices you must have the following equipment and software:

- ✓ A personal computer or other device which is capable of accessing the internet.
- ✓ Software which permits you to receive, access and retain Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above.
- ✓ A valid email address, it is your responsibility to inform us if the email address we have on file for you changes or no longer becomes valid.

Your access to this document verifies that your system/device has the necessary software to permit you to receive, access and retain PDF files via the internet through a personal computer or other device.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You can withdraw this consent at any time by contacting us (see “Contact Us” below) and informing us you wish to no longer receive any future disclosures or notices electronically.

Contact Us:

New York Branch
277 Park Avenue, New York – 10172
Tel: 22-753-6100, Fax: 212-588-8958
Email: boi.ny@bankofindia.co.in, Website: www.boiusa.com

FACTS

**WHAT DOES BANK OF INDIA – NEW YORK BRANCH
DO WITH YOUR PERSONAL INFORMATION?**

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Identification documents, employment information, Social Security Number, Tax ID and Tax Returns
- Account Balance, Payment Records and Parties to Transactions
- Credit History and Credit Scores

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies share their customers' personal information; the reasons Bank of India chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of India share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?

Call 212-753-6100 / 646-720-0398
Mail to: boi.ny@bankofindia.co.in
or go to www.boiusa.com

Who we are

Who is providing this notice?

BANK OF INDIA – NEW YORK BRANCH
277 Park Avenue, New York - 10172

What we do

How does Bank of India protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

All our employees are under 'Declaration of Fidelity and Secrecy' which requires not to communicate to any persons, not legally entitled thereto, any information relating to the affairs of any person having any dealing with us.

How does Bank of India collect my personal information?

We collect your personal information, for example, when you

1. Open an account or deposit money
2. Pay your bills or apply for a loan
3. Give us your contact information, employment information or income information.

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal Law gives you the right to limit sharing only in the following cases:

1. Sharing for affiliates' everyday business purposes— information about your creditworthiness.
2. Affiliates from using your information to market to you.
3. Sharing for non-affiliates to market to you.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Our affiliates include those companies that are controlled by or are under common control with Bank of India – with Head Office at Mumbai, India.

Affiliates of Bank of India include the bank's branches and subsidiaries.

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Bank of India does not share your information with non-affiliates to market to you.

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

Bank of India does not share your information with non-affiliates to market to you.

Other important information

We may disclose nonpublic personal information about customers to non-affiliated third parties, without their consent or direction, AS PERMITTED BY LAW, such as

- to comply with federal, state or local laws, rules and other applicable legal requirements;
- to comply with a properly authorized civil, criminal or regulatory investigation, or subpoena or summons by federal, state or local authorities;
- to respond to judicial process or government regulatory authorities having jurisdiction over us for examination, compliance or other purposes as authorized by law;
- to consumer reporting agencies;
- to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- to provide information to insurers, guarantee funds or agencies, agencies that are rating us, persons that are assessing our compliance with industry standards - our attorneys, accountants and auditors.

This privacy notice applies to consumers and not to business entities or business transactions.