



Mega International Commercial Bank

New York Branch

Transaction Accounts

Terms, Conditions & Disclosures

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This document contains the general terms, conditions and disclosures (as amended and supplemented from time to time, “Account Terms”) for transaction accounts (“Transaction Accounts”) provided by the New York Branch (“NY Branch”) of Mega International Commercial Bank Co., Ltd. (“Mega ICBC”). Transaction Accounts includes (but not limited to) traditional checking accounts (“Checking Accounts”) and current accounts (“Current Accounts”). Unless otherwise stated, the term “Account” or “Accounts” used in the Account Terms refers to all Transaction Accounts opened or maintain with the NY Branch.¹

Please read these Account Terms carefully and retain it for future references. These Account Terms are revised periodically and may include changes of earlier versions.

These Account Terms constitute as the agreement between Mega ICBC and its NY Branch (collectively, “Bank”, “we” or “our”) with you as the Bank’s customer (“Customer” or “you”) and govern any Accounts that you have with the Bank and any service provided by the Bank in connection with such Accounts (“Service”). The opening of each of your Accounts is conditioned on your acceptance of the Account Terms and all other terms (“Other Terms”) contained in any application, signature card or similar document for any of your Accounts (collectively, “Account Documents”). The availability, your continued use, and any Service or transaction with or for any such Accounts are each conditioned upon your continued acceptance of the Account Terms and Other Terms in their entirety (which acceptance shall be evidence by your continued use of any such Accounts, or by your request, use or acceptance of any Service or transaction for any such Accounts). These Account Terms supersede all prior discussions, negotiations, understandings or agreements pertaining to the Accounts, whether oral or written. If any terms of your application or signature card are inconsistent with these Account Terms, these Account Terms will govern and control. Any variation of the Account Terms must be acknowledged by the Bank in writing. In the event of that the Bank provides any translation of these Account Terms, and any conflict or inconsistency exists between such translation and this English version of the Account Terms, either now or in the future, then this English version shall have priority and govern and control for each of such conflict or inconsistency.

1 AUTHORIZED PERSONS

1.1 Authorized Persons

The Bank is authorized to rely upon any document or designation that identifies a person authorized to act on behalf of the Customer (“Authorized Person”) with respect to the Accounts, until the authority for the Authorized Person is withdrawn by the Customer upon written notice delivered to (and actually received by) the Bank (but not before the Bank had a reasonable opportunity to act on such written notice). The Customer will provide specimen signatures for all Authorized Persons to the Bank in the manner requested by the Bank.

1.2 Authorizations

Each Authorized Person shall be independent of the Bank, and subject to any written limitation provided by the Customer that is received and accepted by the Bank, shall be expressly authorized on behalf of the Customer to:

- open, operate and close Accounts;
- overdraw Accounts as permitted by the Bank (subject to the Account Terms);
- execute or otherwise agree to any form of agreement relating to the Accounts or Services, including the Account Documents;
- execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents;
- draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other

¹ As of October 1, 2020, the NY Branch stopped offering Accounts to individual non-consumer customers and discontinued and closed any existing Accounts with individual non-consumer customers. Based on the NY Branch license, the NY Branch does not offer any Accounts to consumer customers.

financial instruments (each an “Item” and collectively “Items”);

- receive materials related to security procedures; and
- give instructions (“Instructions”), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, Items or property at any time held by the Bank for Accounts of the Customer; (iii) the provision of information regarding the Accounts; (iv) any other transaction of the Customer with the Bank; or (v) the amendment or cancellation of any prior Instruction.

1.3 Non-Original Ink Signature

If the Customer provides the Bank with signature specimens transmitted by email or facsimile, or which is otherwise prepared and reproduced by mechanical or photographic means (each a “Non-Original Ink Signature Specimen”), or if the Customer issues Items with a signature on one or more occasions that is transmitted by email or facsimile, or which is otherwise prepared and reproduced by mechanical or photographic means (each a “Non-Original Ink Signature”), then the Bank is authorized to pay any Items signed by or with a Non-Original Ink Signature (including computer generated signatures) if the actual or purported Non-Original Ink Signature, regardless of how or by whom affixed, resembles the specimens filed with or provided to the Bank by the Customer or for the Customer’s benefit, or resembles a Non-Original Ink Signature Specimen filed with or provided to the Bank by the Customer or otherwise employed for the Customer’s benefit.

1.4 Intentionally Omitted.

2 SECURITY PROCEDURES, CONFIRMATIONS

2.1 Security Procedures Generally

When issuing Instructions, the Customer is required to follow the security procedures as established and communicated to the Customer by the Bank from time to time (“Security Procedures”), including the procedures set forth in this Section 2 of the Account Terms (and any other sections of the Account Terms), and the Customer shall be bound by such Security Procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the Security Procedures to verify that the Instruction is effective as that of the Customer. As determined by the Bank, a Security Procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the Security Procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the Security Procedure and make it available only to the Authorized Person. Any Instruction, the authenticity of which has been verified through such Security Procedure, shall be effective as that of the Customer, whether or not authorized by the Customer.

2.2 Security Procedures for Verbal or Written Instructions

Unless the Customer and the Bank have agreed in writing to an alternate security procedure (“Alternative Security Procedure”), the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to the Customer or any Authorized Person. The Customer agrees that this Security procedure is commercially reasonable for such Instructions.

2.3 Security Procedures for Instructions Received through Electronic Channels

If the Bank receives an Instruction in the name of the Customer by means of any of Bank’s electronic channels, the Customer’s SWIFT BIC codes, or other electronic channels through which the Bank has notified the Customer that it will accept Instructions, then the Bank may rely on authentication procedures established by such electronic channels as the security procedure. Any such Instruction shall be deemed to have been given by an Authorized Person and shall be effective as that of the Customer, whether or not authorized. By using an electronic channel to provide Instructions to the Bank, the Customer agrees that this security procedure is commercially reasonable for such Instructions.

2.4 Intentionally Omitted.

2.5 Confirmations

If the Customer, other than with respect to Security Procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.2 (Security Procedure for Verbal or Written Instructions), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a Security Procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3 NOT TRANSFERABLE

Accounts cannot be transferred to any other person or entity without the express written consent of the Bank.

4 DEPOSITS & PAYMENTS

4.1 Deposits, Processing, Availability of Funds, Credits Not Received, Collection Basis

All Items deposited or cashed are received for collection only and are received subject to final payment. Credits and deposits to any Accounts will be available in accordance with the Bank's availability policy and in accordance with applicable laws. If the Bank credits any Accounts: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently set aside, returned, reversed or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if the final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Accounts of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft. If an Item is processed by the Bank on a collection basis, the Bank may defer credit to the relevant Accounts until it has received final, non-reversible, payment in accordance with applicable law and market practice. To the fullest extent permitted by applicable law, the Bank is neither responsible for the actions or omissions of other financial institutions, nor for the loss or destruction of any Item in possession of other financial institutions or in transit. The Customer shall use and/or take all reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession.

4.2 Returned/Refused Deposits

The Bank may return or refuse to accept all or any part of a deposit or credit to any Accounts, at any time, and to the fullest extent permitted by law, and will not be liable to the Customer for doing so, even if such action causes one or more outstanding Items to be dishonored and returned, or one or more payment orders to be rejected. Refused deposits will be returned to the Customer.

4.3 Payment of Items, Processing, No Inquiry, Limitations.

The Bank is authorized to pay any Item drawn on any Accounts, in accordance with the Bank's usual procedures, including any item that purports to be a Substitute Check (as that term is defined in Section 4.8 below). The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issues, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer, or the order of the signor or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

The Bank is authorized to debit any Accounts on which any Item is drawn on the day such Item is presented, certified or accepted, or at such earlier time that the Bank receives notice by electronic or other means that an Item drawn on any Accounts has been deposited for collection at another financial institution. The Bank may determine the balance of any Accounts in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination. The Bank may also defer credit or payment for a reasonable time, in accordance with its practices, without dishonor; and the Bank shall not be obligated thereon until it has remitted final payment.

If the payor bank, drawer or payee on any Item returns such Item to the Bank or makes a claim against the Bank based on an asserted unauthorized signature or endorsement or an asserted alteration, the Bank may accept that return or pay that claim and charge the Customer's Accounts for all or any part of the amount of the Item, even if the claim is made after the payor bank's return deadline. If the Customer deposits or cashes an Item drawn on the Bank and the Item or any endorsement is asserted to be forged, unauthorized or altered, the Bank may charge back all or any part of the amount of the Item.

The Customer assumes all responsibility and liability for any claim or loss that the Customer or the Bank may suffer as a result of the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscures endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements; and which thereby causes a delay in the forward processing and/or return processing of the Item. The Bank retains the right (but not the obligation) to refuse to accept an Item for deposit when the back of the Item is unreasonably obscured.

The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed, blank, etc.) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use any Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing

The Bank may process any Item by electronic means. All Items issued by the Customer against any Accounts must comply with industry standards and the Bank's check specification and image standards, published from time to time. To the fullest extent permitted by applicable law, the Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting, or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

4.5 Transaction Posting Order

The Bank reserves the right to decide the order of the Items which the Bank will pay and which Items will be returned (if any). Our posting order may not be the same as the order in which you conducted a transaction and could result in a payment being denied, if you do not have available funds at the time the Item is paid. The Bank has no liability for such denial of payment to the fullest extent permitted by applicable law.

4.6 Stop Payments

If you want to stop payment of an Item, you must contact the Bank in person, via mail, email, or facsimile, and you must provide your written instruction and authorization to stop payment ("Stop Payment Request"), signed by an Authorized Person and containing the following information:

- the account number the Item is written on;
- the Item number;
- the dollar amount;
- the date; and
- the exact name of the payee.

The Customer is solely responsible for the accuracy and completeness of the Stop Payment Request. The Bank shall not be responsible for any Item which is paid due to the Customer's failure to provide accurate and complete information for any Stop Payment Request, or for any Item properly paid or cashed prior to the date and time that the Bank actually received the Stop Payment Request. Your Stop Payment Request will be ineffective and invalid if the Bank has already certified, paid or otherwise become responsible for the payment of the Item.

In addition to the foregoing Stop Payment Request conditions, to stop a payment of an Item, you must also pay our fee for the stop payment, the amount of which is set and published by the Bank or set forth in your Account Documents, all which is subject to change without notice (unless otherwise provided

in these Account Terms or the applicable Account Documents). The Bank reserves the right, but not the obligation, to charge and debit such fee from the Accounts associated with the Stop Payment Request.

A stop payment of an Item pursuant to this section is effective for 24 months unless such other period is applicable as determined at the time the Stop Payment Request that is received, accepted and effectuated by the Bank. The Item could get paid upon the expiration of its effective period. In order to renew the effective period of a stop payment, the Bank must receive a new Stop Payment Request in the same manner set forth in this section at least ten (10) business days prior to its effective expiration period. The Bank will not notify you when the stop payment effective period ends.

4.7 Right to Refuse Withdrawal

The Bank may refuse to allow a withdrawal from any Accounts in certain cases including, but not limited to, cases where: (i) there is a dispute about any such Accounts (unless a court or other competent authority has ordered the Bank to allow the withdrawal); (ii) a legal garnishment or attachment is served, including, but not limited to, a levy, restraining notice or court order; (iii) any such Accounts is being used as collateral to secure a debt; (iv) any required documentation for the Accounts has not been presented; or (v) the Customer fails to pay a Bank loan or other debt or obligation to the Bank when due, payable or demanded.

4.8 Substituted Checks and Your Rights

The Check Clearing for the 21st Century Act, 117 Stat. 1177 *et seq.* (“Check 21 Act”) is a federal law that became effective on October 24, 2004 and is designed to enhance the efficiency of the U.S. check payment system by authorizing the use of a negotiable instrument called a “Substitute Check” and by reducing legal impediments to processing checks electronically. The Check 21 Act allows banks to replace an original paper check with a Substitute Check which is treated as the legal equivalent of the original check for all purposes. It also enabled banks to send checks electronically (rather than in paper form) to other banks with which they have agreements to do so, and to send Substitute Checks to other banks with which they do not have such agreements.

The Check 21 Act requires the Bank to provide you with the notices and information within this section with respect to Substitute Checks and the consumer recredit rights established under Section 7 of the Clear 21 Act (“Consumer Recredit Rights”). However, it should be noted that since the NY Branch is a commercial bank, your Accounts with the Bank are not “consumer accounts”, and for that reason, the notices and information relating to Consumer Recredit Rights (i.e., Sections 4.8.2 and 4.8.3 below) are inapplicable to your Accounts as well as your transactions through such Accounts. A “consumer account” is defined by Section 3(7) of the Check 21 Act, and by the Expedited Funds Availability Act, 12 U.S.C.S. § 4001 *et seq.* (“EFA Act”), as any account that is used primarily for personal, family or household purposes. A consumer is defined by the Check 21 Act as an “individual” who draws a check on a “consumer account” or who deposits the check into or cashes the check against a “consumer account”. Neither you as a customer of the NY Branch nor any of your Accounts with the NY Branch fall within these definitions for a consumer or a consumer account. Additional information about Substitute Checks and Check 21 can be obtained from the Federal Reserve website, <https://www.federalreserve.gov/paymentsystems/regcc-about.htm> and <https://www.federalreserve.gov/paymentsystems/regcc-faq-check21.htm>.

4.8.1 What is a Substitute Check

Consumer Recredit Rights (i.e., Sections 4.8.2 and 4.8.3 below) are inapplicable to commercial accounts like your Accounts and transactions through commercial accounts.

4.8.2 Rights Regarding Substitute Checks for Consumer Accounts

In certain cases, for a consumer who has a consumer account, the federal law provides a special procedure that allows such consumers with consumer accounts to request a refund for certain losses suffered by such consumer in connection with such consumer account, if a Substitute Check is posted to such consumer account (for example, if the wrong amount was withdrawn from the consumer account or that money from the consumer account was withdrawn more than once for the same check). The losses a consumer with a consumer account may attempt to recover under this procedure may include the amount that was withdrawn from such consumer account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).

The refund amount under this procedure for consumer accounts is limited to the amount of the loss or the amount of the Substitute Check for such consumer account, whichever is less. The consumer with the consumer account is also entitled to interest on the amount of the refund if the consumer account is an interest-bearing account. If the consumer's loss exceeds the amount of the Substitute Check for the consumer account, the consumer may be able to recover additional amounts under other law.

A consumer with a consumer account who use this procedure may receive up to \$2,500 of the allowable refund amount (plus interest if your account earns interest) within ten (10) business days after the consumer's claim is received and the remainder of the allowable refund amount (plus interest if the consumer account earns interest) not later than forty-five (45) calendar days after the consumer's claim is received. Any refund (including any interest on the refund) may be reversed if it can be later demonstrated that the Substitute Check was correctly posted to the consumer account.

The right and procedure in this Section 4.8.2 are limited to consumer accounts. These rights and procedures do not apply to your Accounts with or through the NY Branch since the NY Branch are only commercial accounts. The NY Branch does not offer consumer accounts.

4.8.3 How to Claim a Refund as a Consumer with a Consumer Account

As stated earlier, your Accounts with or through the NY Branch are commercial accounts. The NY Branch does not offer consumer accounts. However, if you believe that you are a consumer who has a consumer account with the NY Branch and has suffered a loss relating to a Substitute Check that you received and that was posted to such consumer account, please contact us at the telephone number listed on your account statement, or write to us at:

Mega International Commercial Bank Co., Ltd.
New York Branch
65 Liberty Street
New York, New York 10005
Attn.: Savings & Remittance Division

You must contact us within forty (40) 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. In certain situations, however, such as forgery and alteration claims, we may require that you put your claim and information in writing and require that we receive your written version of your claim and information within ten (10) business days from the day you first verbally notified us of your claim.

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 or the following information to help us identify the Substitute Check: your account number, the check number, the name of the person to whom you wrote the check, the amount of the check, and the date of the check.

4.8.4 Depositing Substitute Checks

You may receive a Substitute Check, such as when a check you deposited is returned unpaid. If you deposit a Substitute Check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

4.9 Checks

4.9.1 Post-Dated Checks

We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules and procedures for stop payments in Section 4.6 of the Account Terms.

4.9.2 Stale-Dated Checks

A “stale-dated” check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us and presented for payment more than six months after its date. The general rule is we will pay the check, however we may return the check for insufficient funds. In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

4.9.3 Check Legends

We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50.00” or “do not pay more than ten days after date” or “paid in full”.

5 FUNDS TRANSFER AND PAYMENT ORDERS

5.1 Funds Transfer

Section 5 of the Account Terms applies to funds transfers that you send or receive through the Bank. Generally, a funds transfer is the process of carrying out payment orders that lead to paying a beneficiary, and a payment order is the set of instructions given to a financial institution to transfer funds ultimately to a beneficiary. Unless stated otherwise in the Account Terms, the terms, “funds transfer”, “payment order” and “beneficiary”, as used and referenced in Section 5 and the Account Terms will have the same meaning and definition used in Article 4A (“UCC4A”) of the Uniform Commercial Code (“UCC”), as adopted or enacted by the State of New York and amended from time to time.

5.2 Rights and Obligations

In addition to the UCC, certain federal laws and regulations may govern your rights and obligations under the Account Terms and as to funds transfers. Funds transfers to your Accounts or funded from your Accounts or otherwise funded by you may involve one or more fund transfer systems, including (but not limited to), Fedwire or Clearing House Interbank Payments Systems (“CHIPS”). Funds transfer through Fedwire will be governed by, and subject to, Regulation J, Subpart B, as well as UCC4A. Funds transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures (as amended from time to time) and by the laws of the State of New York, including UCC4A. However, as noted in the earlier sections of this Account Terms, the NY Branch is a commercial bank and does not offer “consumer accounts”. Neither you as a customer of the NY Branch nor any of your Accounts with the NY Branch are a consumer or a consumer account. For this reason, the rights, obligations and liabilities, as well as any disclosure requirements, between consumers and their consumer accounts (and their transactions with their consumer accounts) with a financial institution pursuant to the Electronic Funds Transfer Act of 1978 (15 U.S.C. §1693 ET SEQ.), as in effect from time to time (“EFTA”) and the rules and regulations promulgated pursuant to the EFTA, including Regulation E, which are designed to protect consumers engaged in certain electronic transactions, are not applicable to you and your Accounts with the NY Branch.

The rights and obligations between the Bank and you with respect to any payment orders will be governed (a) first by any separate written agreement between the Bank and you for payment orders, to the

extent that any exists, (b) then by the Account Terms to the extent the terms are not in conflict with any such separate written agreement (existing between the Bank and you), and (c) then finally by UCC4A. In the absence of a separate written agreement between the Bank and you for payment orders, all payment orders that you give to us for the transfer of funds out of any Accounts by wire transfer or otherwise, and all payment orders that we receive for the transfer of funds into any Accounts, will be governed by Section 5 of the Account Terms and then by the UCC4A. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A BUT FOR THE APPLICABILITY OF THE EFTA OR ITS RULES AND REGULATIONS INCLUDING REGULATION E, THEN ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

With respect to the payment orders, funds transfers, and performance of Services in connection with such payment orders or funds transfers under the Account Terms that are not covered by UCC4A, the Bank and the Customer will be governed by a standard of ordinary care. The Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with the Bank's prescribed procedures and such procedures do not vary unreasonably from general commercial banking uses and practices not disapproved by any provision of the UCC.

5.3 Processing Payment Orders

The Customer may issue payment orders against the Customer's Accounts, subject to the Bank's acceptance. However, notwithstanding anything in Section 5.2 (or in any other sections) of the Account Terms or in any other agreement pertaining to payment orders to the contrary, the Bank reserves the right to refuse to accept any payment order, and all payment orders are accepted only when they are executed by the Bank.

Payment orders will be received, processed and transmitted only on the business days that Bank receives, processes and transmits payment orders and only within the hours established by the Bank for receiving, processing and transmitting payment orders. The Bank may process any payment order request (as well as any amendment or cancellation request concerning any payment order) that the Bank believes is transmitted or authorized by you (or your Authorized Person) provided that the Bank complies with its Security Procedure. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such payment orders, even if such payment orders were not actually transmitted or authorized by you. Unless an Alternative Security Procedure has been separately agreed in writing by the Bank, the Bank may confirm the authenticity and content of any payment order by placing a telephone call to you pursuant to Section 2.2 of the Account Terms. If we cannot reach you, or if the payment order is not confirmed or approved in the manner that we require, we may refuse to execute the payment order without any liability (to the fullest extent permitted applicable law).

The Bank will debit the relevant Accounts for amount of each payment order accepted by the Bank, and the Customer authorizes the Bank to debit the relevant Accounts for, or deduct the amount of the payment order, all associated fees, including debit and credit processing charges. In processing any payment order, other financial institutions may deduct fees from the payment order. No restriction upon the acceptance of any payment order by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction. Notwithstanding any payment order to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any payment order and may otherwise use any means of executing the payment order that the Bank deems reasonable in the circumstances.

5.4 Cancellations and Amendments

Instructions requesting cancellation or amendment of payment orders must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the cancellation or amendment request Instruction. The Customer may reverse, amend, cancel or revoke any payment order or any other Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank.

Prior to the acceptance of an outgoing payment order from the relevant Accounts, the outgoing

payment order may be cancelled (but may not be amended or modified), provided that and only if the beneficiary's bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. All other outgoing payment orders may not be cancelled, amended or modified. The Bank must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems.

5.5 Communications Recording

The Bank is authorized to, and may, record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

5.6 Inconsistent Name and Number

The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the payment order, cancellation, amendment or any other Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.7 No Notice Requirement

If the Bank receives a funds transfer into any Accounts that you have with us, we are not required to give you any notice of the receipt of such funds transfer. The funds transfer will appear on your next periodic statement. You may contact us to confirm whether or not any funds transfer has been completed and received to any Accounts.

5.8 Foreign Currency and Foreign Exchange

5.8.1 Foreign Exchange Transaction Authority

If the Bank accepts a payment order or any other fund transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the relevant Accounts (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the relevant Accounts for the purchase price of the Non-Account Currency. If the Bank receives a payment to any Accounts in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's relevant Accounts in lieu of the Non-Account Currency. If an outgoing payment order in a Non-Account Currency cannot be completed, the exchange rate that will apply to any refund due to you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other financial institutions involved in the funds transfer process. Notwithstanding anything in Section 5.8 (or any of its subsections) to the contrary, the Bank has no obligation to accept any payment order or any other fund transfer Instruction issued for payment in a Non-Account Currency or to receive any payment in a Non-Account Currency, and the Bank is authorized to refuse any such payment order, Instructions or payment made in a Non-Account Currency.

5.8.2 Foreign Exchange Rate and Spread

The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.

5.8.3 No Cancellation, Reversal or Buy Back Foreign Currencies

Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no

obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.9 Outgoing Wire Transfers

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank. At your request, we may request that the beneficiary's bank return funds previously transferred, however, you acknowledge that the beneficiary's bank is under no obligation to comply with this request.

5.10 Limitation of Liability

The Bank is not responsible for any failure or delay by any financial institution or other third-party intermediary in executing or failing to execute a payment order or any other Instructions. We will not be liable for damages arising from the execution of the payment order or any other Instructions so long as we act in good faith and in accordance with these terms of account. In no event, regardless of the form or nature of the claim or action, will the Bank be liable for punitive, incidental, special or consequential damages arising from the execution of any payment order or any other Instructions.

6 Automated Clearing House Transactions

6.1 ACH Transaction

An "ACH Transaction" is a type of funds transfer that occurs electronically, consisting of credit and debit entries between financial institutions and their customers through the Automated Clearing House ("ACH"). A "Credit Entry" is an Instruction for a funds transfer in the nature of a deposit or payment to an account of a party referred as the "Receiver", which account is with a financial institution (who is referred as the "RDFI"), and a "Debit Entry" is (usually) an Instruction for a funds transfer in the nature of a debit or withdrawal from the Receiver's account or the general ledger of a RDFI.

6.2 ACH Transaction Use and Authorization

The Bank is authorized to facilitate and transmit ACH Transaction entries ("Entries") for or by you or for your Accounts, including but not limited Credit Entries and Debit Entries, through the ACH. Section 6 of the Account Terms governs the transmittal and use of ACH Transactions through, for or by you and your Accounts, and supplements Section 5 of these Account Terms which governs funds transfer generally. To the extent that there is any conflict between Section 5 and Section 6 of these Account Terms, Section 6 shall govern and control those conflicts. This section does not apply to any other type of payments or funds transfer.

6.3 ACH Transaction Rules and Requirements

ACH Transactions (and their Credit Entries and Debit Entries) are subject to and governed by the National Automated Clearing House Association ("NACHA") and its Operating Rules (as amended from time to time, "NACHA Rules"), as supplemented (but not superseded) by its Operating Guidelines (as amended from time to time, "NACHA Guidelines"). Additionally, the clearing and settlement of commercial (nongovernmental) ACH Transactions are subject to and governed by the Uniform Operating Circular No. 4 (as amended from time to time, "FRB Circular 4") issued by the Federal Reserve Banks, which FRB Circular 4 incorporates the NACHA Rules. ACH Transactions are also subject to UCC4A, the Electronic Fund Transfer Act (which applies to electronic fund transfers that are credited or debited to a consumer account), and Regulation CC (which addresses the collection of checks and availability of funds).

The NACHA Rules outline the rights and responsibilities of each party in an ACH Transaction. Both, the Bank and you are bound by these NACHA Rules and NACHA Guidelines, as well as the FRB Circular 4, UCC4A and Regulation CC. For example, generally, under NACHA Rules, the party who initiates an ACH Transaction (who is generally referred as the "Originator") with either a Credit Entry or a Debit Entry, or who authorizes a financial institution (who is generally referred as the "ODFI")² to directly

² The Bank generally participates in ACH Transactions as a RDFI (and not as an ODFI). This means if there is

or through a third-party service provider (i.e., correspondent or respondent institution) to originate (usually) a Credit Entry or a Debit Entry to the Receiver's account at a RDFI, then such Originator party must obtain and be able to demonstrate that the Originator party obtained all the authorizations required under applicable law and the NACHA Rules for the ACH Transaction ("ACH Authorizations"), including the authorization from the Receiver to initiate and originate the Credit Entry or Debit Entry to the Receiver's account. The ACH Authorization should be, among other things, be in writing, signed by the parties partaking in the ACH Transaction, include the parties' agreement to be bound by the NACHA Rules, and be clear and identifiable as an authorization. The Customer acknowledges and agrees that the Customer has the obligation to obtain a copy or access to the NACHA Rules and NACHA Guidelines or otherwise be familiar with the NACHA Rules and NACHA Guidelines, and that the Customer will be bound to the NACHA Rules and NACHA Guidelines even if the Customer does not obtain such copy or access, or otherwise does not become familiar with NACHA Rules and NACHA Guidelines.

The Customer agrees, represents and covenants that all actions by the Customer contemplated by this Section 6 of the Accounts Terms, including the preparation, transmittal, and settlement of Credit Entries or Debit Entries and Payment Orders, shall comply with all applicable laws and rules, including the NACHA Rules and NACHA Guidelines, the FRB Circular 4 and any other applicable FRB circulars and UCC4A, as each may be amended from time to time and as in effect whenever the Customer or the Customer's Accounts use any Services that involves ACH Transactions. The Bank has the right to and may audit your compliance with the NACHA Rules and NACHA Guidelines, including giving us the ACH Authorizations. Additionally, the Bank also has the right to rely on the provisions and related warranties contained in these NACHA Rules, and credit and debit your relevant Accounts in accordance with the Instructions from the Originator.

The rights and obligations of the Originator are governed by the laws of the State of New York (unless the Originator and ODFI Originator and ODFI selected a different law or jurisdiction). Additionally, the RDFI or the ODFI, may be required by the NACHA Rules to provide evidence of authorization of an entry if requested by the other financial institution involved in the ACH Transaction. The Customer agrees that the Bank shall be excused and not be required to perform the Services for any ACH Transaction to the extent that such performance or action is inconsistent with the applicable laws and regulations.

6.4 ACH Credits Are Provisional

Any credit for an ACH Transaction is provisional until final settlement and payment is received by the payee's financial institution. A provisional credit is a temporary credit applied to your relevant Accounts.

Until the payee's financial institution (a/k/a the Receiver's RDFI) receives the final settlement or payment, the payor originating the ACH Transaction transfer (a/k/a the Credit Entry) is not deemed to have made payment to the beneficiary (a/k/a the Receiver). The payee's financial institution (a/k/a the Receiver's RDFI) is entitled to a refund from the beneficiary (a/k/a the Receiver) in the amount of the credit to the beneficiary's account in the event no final settlement or payment is received by the payee's financial institution (a/k/a Receiver's RDFI). If the Bank as your RDFI gives you as the beneficiary any provisional credit for any ACH Transaction transfer, but do not receive the final payment for such ACH Transaction transfer from the payor (or the payor's financial institution, any third-party financial institution acting as a correspondent or respondent institution (or any other third-party service provider for ACH Transaction), or any ACH operator), you be fully liable and obligated to repay, refund or otherwise indemnify the Bank for the full amount of the provisional credit (to the extent not received by the Bank as a final payment) without prior notice or demand. The Bank may also in such event charge your Account for the amount previously credited. You specifically agree and acknowledge that you have been notified of this provisional rule for ACH Transactions by this Section 6.4 of the Account Terms, and agree that all ACH Transactions for your Accounts will be subject to this provisional rules as set forth in this Section 6.4.

6.5 No Requirement to Give Contemporary Notice of Incoming ACH Transfers

The Bank will not, and is not required to, give you a separate or contemporaneous notice of our receipt of an ACH transfer. If we accept ACH credits to any of your Account, you will receive notice of the credit on your next regular periodic statement for such Accounts. Alternatively, you may contact us to

an ACH Transaction, you will be the Receiver or beneficiary, and you will not be an Originator or be able to initiate an ACH Transaction through your Account.

confirm whether or not an ACH Transfer has been credited to your Accounts.

6.6 Unauthorized ACH Transactions, Fraud & Compliance

All ACH Transaction are subject to review for fraud, regulatory or compliance purposes, and such review may result in the ACH Transaction being delayed or rejected. The Bank cannot guarantee that your ACH Transaction will be processed, credited or debited on the date you selected or the scheduled date (the "Original Scheduled Date"). The Bank will, however, notify you if an ACH Transaction cannot be processed on the Original Scheduled Date or if the ACH Transaction is rejected.

We are not responsible for the timeliness of funds availability at the Payee's bank (if we are the OFGI) or the Payor's bank (if we are the RDFI). We are also not responsible, and will have no liability (to the fullest extent permitted), if your ACH Transaction or any of your Accounts are identified and designated by our screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules") is delayed or suspended pending our review of the ACH Transaction, or is terminated under the applicable OFAC Rules, or if we are required to place an indefinite hold on any funds or credits received if the ACH Transaction is required to be terminated under the OFAC Rules.

You are responsible for monitoring the status of your scheduled ACH Transactions. You are required to notify the Bank immediately of any unauthorized activity on your Accounts. Your failure to review the periodic statements for your Accounts in a timely manner or to safeguard your account information could result in losses to you.

6.7 Limitation of Liability

If the Bank does not complete an ACH Transaction to or from your Account on time or in the correct amount according to the Entries (and amount is less than the correct amount), the Bank's liability (unless otherwise required by law or as otherwise provided in the Account Terms) shall be limited to completing the ACH Transaction (to the extent possible) or correcting the error, as the case may be. If the Bank makes a payment or transfer in an incorrect amount that exceeds the correct amount per the Entries, or if the Bank permits an unauthorized payment or transfer after the Bank have had a reasonable time to act on a notice from you of possible unauthorized use, the Bank's liability (unless otherwise required by law or as otherwise provided in the Account Terms) will be limited to a refund of the amount incorrectly overpaid or transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 60 days interest. If the Bank becomes liable for interest compensation under the Account Terms or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Bank's New York Branch office is located for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, and without modifying or limiting any other limitation of liability provision in the Account Terms, in no event will Bank be liable to the Customer for special, indirect or consequential damages including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions or lost profits, even if the Bank is advised in advance of the possibility of such damages. The Bank shall also not be liable for your attorney's fees, except as required by law.

The Customer agrees that the Bank shall be liable to you only for our negligent performance or non-performance of our Services for ACH Transaction, and that our responsibility shall be limited to the exercise of reasonable and ordinary care. Unless otherwise required by law, and without modifying or limiting any other limitation of liability provision in the Account Terms, the Bank shall not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by the Bank in executing or in connection with any Entries relating to any ACH Transaction or performing a related act, and no such third party shall be deemed to be the Bank's agent.

Notwithstanding anything in this Subsection 6.7 to the contrary, there are some situations in which the Bank will not be liable. The Bank is not liable, and you agree that the Bank will not be liable, in the following instances:

- Through no fault of the Bank, the Customer does not have enough money in your Account to complete the ACH Transaction.

- The ACH Transaction amount for an Entry which will be paid or debited from your Account would exceed the funds available in your Account (that is the subject of the ACH Transaction)
- Circumstances beyond the Bank control (such as fire, flood, outages, technical issues, etc.) prevent the ACH Transaction's transfer, despite reasonable precautions that the Bank has taken;
- Any ACH network or other third-party communication system from which is require information to complete the ACH Transaction was not working properly;
- Your Account is restricted (because of a court order or similar reason), and we are not permitted to make the ACH Transaction;
- •An error in posting an amount or transaction occurs that is beyond our control;
- Your Account becomes dormant
- Any other exceptions permitted by law or regulation, including those permitted by the NACHA Rules, the NACHA Guidelines, the FRB Circular 4, and UCC4A.

6.8 ACH Notices for Non-Consumer Accounts

NACHA Rules requires the Bank, when as acting as a RDFI of entries to non-consumer accounts (such as your Accounts) to provide the Receivers of such non-consumer accounts (such as you and your Accounts) with certain notices for credit entries that are subject to Article 4A of the UCC ("Non-Consumer ACH Notices"). The following Non-Consumer ACH Notices are being made by the Bank to you (and are set forth in this Account Terms solely for the purposes of providing you with the Non-Consumer ACH Notices required under the NACHA Rules):

- the Credit Entry may be transmitted through the ACH;
- the rights and obligations of the Receiver concerning the Credit Entry are governed by and construed in accordance with the laws of the State of New York, unless the Receiver and the RDFI have agreed that the laws of another jurisdiction govern their rights and obligations;
- credit given by the RDFI to the Receiver for the Credit Entry as provided by the NACHA Rules is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the UCC;
- if the RDFI does not receive such payment for the Credit Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver; and
- the NACHA Rules do not require the RDFI to provide the Receiver with notice that the RDFI has received the Credit Entry unless the RDFI has agreed to do so.

7 ABANDONED OR INACTIVE ACCOUNTS

7.1 Inactive and Dormant Accounts

The Bank classifies any Accounts as a dormant account (“Dormant Account”) if there has been no account activity (i.e., deposit or withdrawal activity) for a period of at least two (2) years, and we have had no communications from you regarding such Accounts during that same two (2) year period. The Bank has the right and may refuse any withdrawal or transfer from any Accounts which we classify as a Dormant Account. If the Dormant Account has a zero balance, we reserve the right to close it.

7.2 Abandoned Accounts

If you have any Dormant Accounts that continues to have no account activity and remains unclaimed by you for the period of time specified under the applicable state laws for abandoned property (i.e., three (3) years for New York), and the Bank has been unsuccessful in our attempts to receive communications from you during that same period for such Dormant Accounts, the Bank is required by law to escheat the funds of such Dormant Accounts. Escheat is the term that is used to describe the process of transferring an account funds or balance to the applicable state government after an account remains as a Dormant Account and unclaimed. When the funds in an account are delivered to the applicable state, the applicable Dormant Account is closed, and no interest accrues. To recover funds escheated and delivered to the applicable state, you must file a claim with that state. Even if you are not using any one or more of your Accounts, you may prevent such Accounts from being escheated and delivered to the state by contacting us periodically. We encourage you to keep your Accounts active.

8 ACCOUNT CLOSING AND SERVICE TERMINATION

Unless otherwise agreed in writing, the Bank and the Customer each have the right to close any Accounts (which are not Time Accounts), and the Bank has the right to suspend or terminate any Service (or Services) at any time, in each instance, for any reason or no reason, and with or without notice. Any such closing or termination shall not affect the Customer’s obligations and liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Notwithstanding anything to the contrary in any terms for such Service or in Account Terms, upon the closing of any Accounts, all Services linked to such Accounts are simultaneously terminated (unless otherwise specifically agreed to by the Bank and Customer).

If the Bank decides to close any Accounts, the Bank will send you a notice within ten (10) business days after the closure of such Accounts (in the event that the Bank did not provide you notice before the closure). The Bank will send any funds or balance from such closed Accounts to you either by electronic funds transfer to your U.S. currency account that you designated by Instructions to the Bank, or by a bank check sent to a mailing address that you designated by Instructions to the Bank. In the absence of Instructions from the Customer, the Bank will send such funds or balance to you by a bank check to the last updated mailing address that the Bank has for you in the Bank’s records. The Bank may decide the manner on how any bank check is sent to you including sending the bank check by ordinary first class mail.

The Bank shall have the right, at our sole discretion and election, but not the obligation or any liability, to allow you leave on deposit in any closed Accounts a sufficient sum from any funds or balance of such closed Accounts to cover any outstanding Items to be paid, as well as any related fees, whether assessed or to be assessed. Notwithstanding, regardless if any sums are permitted to remain on deposit (or not), you will remain fully liable and obligated to indemnify the Bank for all such outstanding Items and fees, and your other liabilities and obligations under this Account Terms shall continue in full force and effect, until all such Items and fees have been paid or satisfied in full. If there is any surplus balance remaining from any sums that are permitted to remain on deposit, after the payment and satisfaction of all outstanding Items and fees have been fully paid and satisfied, such balance will be sent to you in the same manner as how any funds or balance from such closed accounts were (or will be) sent to you. In the event that the Bank does not permit you to leave any funds on deposit, the Bank shall have no liability or obligation for any loss or damage that may result from not covering any of Items or transactions that are presented or otherwise received after any of your Accounts are closed.

If any of your Accounts are closed for any reason, regardless of who closed such Accounts, the Bank shall have the right to reopen, at its sole discretion and election, any of your closed Accounts to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law. Notwithstanding anything in this Section 8 of these Account Terms to the contrary, the Bank shall only be required to process requests or Instructions for transactions that the Bank reasonably estimates will be completed prior to the date of

closure of any Accounts or termination of any relevant Services, but shall not be precluded (if the Bank elects at its sole discretion) from completing any other request or Instruction received by the prior to the date of the closure or termination regardless of the estimates of completion.

The Bank may report to third parties that the Bank has closed one or more of your Accounts. If you request us to close your account and issue the balance using a bank check to you or a designated payee, or to transfer funds to another financial institution by check or by wire, we may charge you a fee.

9 CUSTOMER IDENTIFICATION PROGRAM NOTICE (USA PATRIOT ACT)

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

When you open an Account, and from time to time afterwards, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask for other identifying documents like a government issued passports, driver's license or documents showing your existence as a legal entity or your authority to do business. We may request documents and information about your business, organization and customers, and may also require identification information related to a controlling manager(s) and/or equity owner(s) of your business as well as your customers' businesses and organizations. While we are entitled to rely on the information and documents you provide us without making any verification whatsoever, from time to time and when appropriate, we may validate the information you provide to us to ensure we have a reasonable assurance of your identity and the information that you provided us. We may also request and obtain certain information from third parties regarding you and your business. When appropriate or when required by applicable law, we may request the same information and documents, and make the same inquiries and validations for any Authorized Person, signatory on any Accounts, or your customers, either directly or through third parties. We may contact you for additional information from time to time. Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

You are responsible for providing us with any information or documents we request in connection with our customer identification program and our "know your customer" responsibility within the time period requested. In providing us such information and documents, and each time such information and document is provided, you covenant, represent and warrant that:

- all such information and/or documentation is true, accurate and not misleading and that you will advise us promptly of any updates and changes and, except as prohibited by applicable law, and
- you are providing us complete responses to our requests, and
- prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, officers and directors, beneficial owners, and customers and persons on whose behalf the Customer is receiving or transmitting funds, issuing items or maintaining an Account), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for the purposes of providing the Accounts or Services.

You are also responsible to notify us in writing if any Accounts or monies it holds or places with us are subject to restrictions or otherwise held or received by you in a capacity other than previously disclosed to us (or authorized by us), including monies being held for the benefit of third parties, whether as fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. We may, at our sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to us, permit the holding of such Accounts or deposits or receipt of funds. Unless prohibited by applicable law, you agree to promptly disclose to us any activity in the Accounts that is suspicious or violates applicable laws or sanctions.

If you fail to provide or consent to the provision of any information required by this Section, we may close any Accounts or suspend or discontinue providing any Services without further notice, and we may block transactions or close any relevant Accounts without further notice, as well as impose or assess fees to such Accounts.

10 CUSTOMER/ACCOUNT INFORMATION

We may disclose information about your Accounts to persons or agencies who, in our judgment, have a legitimate purpose for obtaining such information. We also may be required to provide information about you and your Accounts when and as required or permitted by law for other purposes.

For example, subject to any applicable financial privacy laws or other laws or regulations, we may decide or be required to provide information on you and your Accounts:

- in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance;
- to governmental or regulatory authorities or to third parties to comply with applicable law or regulation, such as in reporting income earned on your account to federal and state tax authorities, in reporting cash transactions that are at reportable limits, or in investigating and reporting of transactions that we reasonably determine to be suspicious;
- in connection with collection at indebtedness or to report losses incurred by us;
- in compliance with any agreement between us and a professional, regulatory or disciplinary body;
- in connection with potential sales of businesses;
- to service providers who help us meet your needs by assisting us in providing or offering our products or services; and
- to other third parties as required under applicable law or regulation,

The above is neither intended to be an exhaustive list of examples, nor a complete list of examples. Nothing in the above list of examples shall be construed or be interpreted to limit what information for you or your Accounts which we may decide or be required to disclose.

11 FEES

The Bank may impose and the Customer will pay all fees and charges applicable to the Accounts and each Service as established or published by the Bank from time to time. Fees and charges are available online at <https://www.megabank.com.tw/abroad/new-york/zh-tw/doc-download> or by contacting the Bank via telephone at (212) 815-9118 or e-mail to nyb.business@megaicbc.com. Fees are subject to change at any time (with advance notice to be provided to the extent as required by law).

Unless otherwise agreed, the Bank is authorized to debit the Accounts for fees, charges, and levies or taxes imposed by any revenue or governmental authority or to bill the Customer separately, even if such debit creates or increases an overdraft of the Account. All payments to the Bank shall be in full, without set-off or counterclaim and free of any deduction or withholdings on account of any tax or otherwise.

12 ACCRUAL OF INTEREST

The Bank does not pay interest on Current Accounts.

13 ADJUSTMENTS

If we (or you, or you and us together) make an error on your Account, we may correct the error or make a correction adjustment (debit or credit) without first notifying you (unless otherwise required by law), even if such action causes outstanding items to be dishonored or returned, or payment orders to be rejected. Examples of such errors and corrections include, the dollar amount of your check is paid for the incorrect amount, a deposit is added incorrectly, etc. Any corrections will normally appear on your Account's statement if the error and the correction occurred on different business days. Our right to make any correction or adjustment for any errors is not limited to the error being any minimum dollar amount. You agree to reimburse us if an error or other event has caused an overstated amount.

14 RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS

If a dispute arises concerning your Account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your Accounts, or if we have concerns regarding any of your Accounts or the use of any of your Accounts, we have the right to hold any portion of the property in any of your Accounts until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on any of your Accounts leaves insufficient funds to cover outstanding items. For purposes of this section, "Accounts" includes any accounts you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in any of your Accounts with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your Accounts for our costs, including attorney's fees and expenses.

15 CONFLICTS AND ORDER OF PRECEDENCE

The Account Terms shall be construed and interpreted, whenever possible, so that each term and provision of this Account Term is given validity, force and effect to fullest and maximum extent permitted under any applicable law or regulation. If any term or provision of the Account Terms should conflict or be inconsistent with any applicable law or regulation, then such term or provision shall be given priority and control to the maximum extent permitted under such law or regulation; and if such priority or control is not permitted or if such term or provision should be rendered invalid, unlawful or otherwise unenforceable for any reason under such law or regulation, then that term or provision (or part thereof) will be deemed to be ineffective or severed to the extent of its invalidity, unlawfulness or unenforceability, without invalidating the remainder of such term or provision or the remaining terms and provisions, all of which shall continue in full force and effect. Any terms or provisions of any supplement, amendment, agreement, or notice subsequent to the Account Terms that are inconsistent with any term provision of the Account Terms shall supersede the Account Terms provision for purposes of such particular Accounts or Service which is the subject thereof. The Account Terms supersede and replace any other Accounts conditions previously sent to the Customer.

16 COMPLIANCE WITH LAWS AND TRANSACTION SCREENING

The Customer shall comply with all applicable laws and regulations. The Bank is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or regulation, or with market practice or with the Bank's own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law or regulation applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer (a) to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time, and (b) not to use the Accounts to send payments with certain characteristics. The Customer agrees to comply with such directions.

17 NON WAIVER

The Bank may waive any of provision of these Account Terms, the Account Documents or any Service, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documents or any Service. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documents or any Service. The Bank's failure to enforce any term of these Account Terms shall not operate as a waiver, estoppel, modification or limitation (in any manner) of any other term in these Account Terms or of the Bank's ability to enforce such term at any other time. The rights and remedies in the Account Terms, any Account Documents or for any Services are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

18 WAIVER OF IMMUNITY

To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) for the Customer or any of the Customer's assets from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity against the Bank or its affiliates.

19 HEADINGS

Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms, the Service and any Account Documents. References to Schedules, Sections, Subsections and Clauses are to Schedules, Sections, Subsections and Clauses of the Account Terms, the Service and any Account Document.

20 TELEPHONE COMMUNICATION AND RECORDINGS

By providing us with a telephone number or placing a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone. To the extent permitted by applicable law, you authorize us to monitor, and to record, telephone conversations and other electronic communications (e.g., telephone, text and email communications) you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

21 CHANGES TO THIS AGREEMENT

All amendments must be in writing. The Account Terms and any terms contained in any Service or Account Documents may be amended or supplemented at any time by the Bank. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice, to the extent notice is required for such amendment or supplement, provided however, that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document, or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documents, Service and any amendments or supplements, as applicable.

No course of dealing between the Bank and the Customer will constitute a modification of the Account Terms, the Security Procedures, or any rules or other procedures, or constitute an agreement between the Bank and the Customer regardless of whatever practice and procedure the Bank and the Customer may use.

22 SET OFF

The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary.

23 LIABILITY LIMITATION

The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of losses or expenses attributable to the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including, but not limited to lost profits, loss of business, loss of opportunities, or loss of goodwill), in each case, whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly

provide the Bank with a notice of any claims the Customer receives regarding any Service. Any claim in connection with Accounts, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the inurrence of the cause of action, except as prohibited by applicable law.

24 SECURITY INTEREST IN ACCOUNTS

You grant to us and our affiliates, a security interest in all your Accounts with us, and all property in your Accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any obligations, liabilities or amount that you owe or may owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, "Accounts" includes any Accounts you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In order to provide us and our affiliates with control over your Accounts and all property in your Accounts for purposes of perfecting the security interest granted above, you agree that we shall comply with any and all order, notices, requests and instructions originated by us or any of our affiliates directing disposition of the funds in your Accounts without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring items which are presented for payment.

If your Accounts is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire Accounts, so we may exercise our security interest against the entire Accounts. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your Accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your Accounts that we receive from our affiliates pursuant to a security interest they have in your Accounts with us. We will not be liable to you if enforcing our security interest against your Accounts leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your Accounts.

25 FORCE MAJEURE

Neither the Bank nor the Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of the other party or its employees), war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system, including non-availability of appropriate foreign exchange or foreign currency, or any cause beyond its reasonable control.

26 INDEMNITY

The Customer agrees to indemnify, defend, exonerate and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses, including attorneys' fees (collectively, "Losses") arising or resulting directly or indirectly from: (i) the Bank's acceptance or execution of any request or direction, including, without limitation, Items and Instructions issued in the name of an Authorized Person; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, any Account Documents or any Services. Notwithstanding the foregoing, the Bank, its agents, employees, officers and directors shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

27 STATEMENTS & NOTICES

27.1 Account Statements

The Bank will issue account statements, confirmations, or advices (“Account Statements”) at the frequency and in the manner determined by the Bank and communicated to the Customer from time to time, or as otherwise required by applicable law. At the Bank’s option, an Account Statement for any Accounts will not be produced for any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on such Accounts.

27.2 Examining the Account Statements

The Customer has the obligation to examine, personally or through the Customer’s Authorized Person, each Account Statements and each accompanying Items or documents, fully, diligently and promptly (or as soon as) after being issued from the Bank or made available to the Customer (or the Customer’s Authorized Person). Your review of your Account Statements will help prevent wrongful use of your Accounts. Even if you elect not to review the Account Statements (personally or through your Authorized Person), you are still responsible for having the information provided in the Account Statements. The Bank shall not have any responsibility or liability for the Customer’s (or the Authorized Person’s) reliance on any balance, transaction or related information that is subsequently updated or corrected, or for the accuracy or timeliness of information supplied by any third party to the Bank. Electronic versions of the Account Statements (including any PDF versions), if applicable, shall be deemed to be received by the Customer when the Bank sends notice that the electronic version has been posted, sent to the Customer (electronically including by email) or otherwise available by electronic means.

27.3 Reporting Problems

The Customer must notify the Bank in writing of any unauthorized, improper, or missing transactions and endorsements as soon as possible, but in no event later than within thirty (30) calendar days after the relevant Account Statements are issued by the Bank or made available to the Customer (unless another time period or requirement is prescribed in the other sections of this Account Terms or required by applicable law). The Customer must notify the Bank in writing of any other errors, discrepancies or irregularities in any Account Statements, or in the Items and documents summarized or detailed in any Account Statements, or of the non-receipt of any expected Account Statements, within sixty (60) calendar days after the relevant Account Statements are or was expected to have been issued by the Bank or made available. The Customer must provide the Bank with all information necessary for the Bank to investigate the alleged error, discrepancy or irregularity, and must provide all supporting affidavits and testimony that the Bank requests. The Bank and Customer agrees that these time periods (unless some other period is prescribed by applicable law) will provide a sufficient and reasonable time to review the Account Statements and any accompanying Items or documents, to identify and report any unauthorized, improper, missing or incorrect transactions, endorsements, information or documents, or any other errors, discrepancies, problems or irregularities.

If you fail to notify us within these time periods, your rights may be limited. Except as otherwise provided in the Account Terms, and to the fullest extent permitted by applicable law, we are not liable to you for, and by the Account Terms, you are knowingly, voluntarily, unconditionally, irrevocably waiving and releasing any claim that you may have now or hereafter in connection with, any unauthorized transactions that you failed report within these time periods, and any subsequent unauthorized transactions on your Account that you failed to report within these time periods (or such lesser period as is specified in the state law applicable to your Accounts) following the earliest closing date of the Account Statements containing information about the first unauthorized transaction.

27.4 Your Responsibilities

It is your responsibility to you exercise control over your Account Statements, Items, deposit slips, endorsement and signature stamps, debit and ATM cards if any, personal information and (if applicable) other access devices, and similar documents, information and things, and it is your responsibility to keep them safe and secure, as well as to promptly discover and report if any of them are missing to guard against and mitigate potential misuse. You assume full responsibility for monitoring and reviewing the activity of your Account, the work of your employees, agents, accountants or anyone who may have access to your Accounts or your account information, and any use they make of your Accounts.

The Bank may deny a claim for losses due to forged, altered or unauthorized transactions, Items or signatures if you do not guard against and take reasonable measures to prevent improper access to your Account Statements, Items, deposit slips, endorsement and signature stamps, debit and ATM cards (if any), personal information, account information, access devices, and other similar documents, information and things. We may also deny your claim if you do not regularly and actively monitor your Accounts and promptly and diligently report problems as provided in Section 27 of the Account Terms.

If the Bank offers fraud prevention and detection products and services to its customers, and offer you one or more of these services, and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

27.5 Possible Problems and Unauthorized Transactions

For your reference, and as an example, problems and unauthorized transactions may include suspected fraud; missing deposits; unauthorized or mislabeled ACH submissions or other electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; contested fees; and counterfeit checks. This is neither a complete list, nor intended to be an exhaustive list, of all known or potential problems and unauthorized transactions.

27.6 Written Confirmation and Other Assistance

If you report to us that an unauthorized transaction has occurred on your Accounts, we may require you to confirm your report in writing or in separate written document or form. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request.

If you assert a claim regarding a problem or an unauthorized transaction, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

If you fail or refuse to do any of the foregoing, we will consider your failure or refusal to be your ratification of the defect in the Account Statements or any accompany Items or documents, unauthorized transaction or other problem and your consent, agreement and ratification that we can charge the full amount to your relevant Accounts.

27.7 Investigation and Maximum Liability

The Bank may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss, problem or unauthorized transaction. We have no obligation to credit or provisionally credit your account while we investigate or before we complete our investigation. If there is any liability, the Bank's maximum liability is either your actual damages that can be established or proven, or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, whichever is less, and in all cases, then reduced by the amount of the loss that could have been avoided by your use of ordinary care. Under no circumstances whatsoever shall the Bank have any liability for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees, all of which are irrevocably waived and released to the fullest extent permitted by applicable law.

27.8 Insurance

The Customer shall pursue all rights the Customer may have under any insurance coverage the Customer maintains, as a condition precedent, before making or pursuing any claim against the Bank in connection with any transaction involving any of the Customer's Accounts. Additionally, the Customer will provide the Bank with all reasonable information about the Customer's coverage, including the name of the insurance carrier, policy number, policy limits and applicable deductibles. The amount of all insurance proceeds that the Customer receives or is entitled to receive shall be applied against, and used to reduce and offset, any liability that is adjudicated against the Bank by a court having jurisdiction. At the Bank's sole

discretion and election, the Customer shall assign to the Bank all the Customer's rights under the Customer's insurance policy and all proceeds thereunder relating to any claim against the Bank in connection with any transaction involving any of the Customer's Account in the event that the Customer commences or pursues any action, proceeding or investigation against the Bank on or for such claim.

27.9 Notices

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including emails), through internet sites, or by such other means as the Customer and the Bank agree upon from time to time, at the address of the Customer on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank to the officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

28 NOT FDIC INSURED

Accounts are not insured by the Federal Deposit Insurance Corporation ("FDIC"). The Bank shall have no obligation or liability to the Customer for any Accounts which are not FDIC insured. The Customer waives and releases the Bank of all liability and damages in connection with the Accounts not being FDIC insured, to the fullest extent permitted under applicable law, and the Customer assumes all risks and liability in connection with the Accounts not being FDIC.

29 FUNDS AVAILABILITY AND DISCLOSURE

29.1 Ability to Withdraw Funds

While the Bank seeks to make funds available in an expeditious manner, it may take time before the Bank is able to collect funds from deposits (including deposits made through ACH Transactions) to your Account and there may be certain delays before such deposited funds become available to you. The period of time varies with, among other things, the type of deposits, and for check deposits, the location of the bank on which a check deposited into your Account is drawn.

Funds "availability" means your ability to withdraw funds from your relevant Accounts, whether those withdrawals are to be in cash, by check, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has "cleared", if we have made funds available to you or you have withdrawn funds, you are still responsible for items that you deposited that are returned to us unpaid and for any other issues or problems involving your deposit.

29.2 Determining Availability

Unless otherwise provided in the Account Terms, the day funds become available is determined by counting business days from the day of your deposit, if your deposit is made before 3 P.M. on a business day that we are open for business and deposits. A business day is any day which banks and financial institutions are open for business except for Saturdays, Sundays, and federal holidays. Any deposits made after 3 P.M. on a business day are considered to have been made on the following business day. Funds mailed to the NY Branch and received before 3 P.M. on a business day that we are open for business and deposits, are considered deposited on the business day when such mailed funds are actually received by the Bank.

29.3 Available for Immediate Withdrawal

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits; and

- Wire transfers.

29.4 Next Day Availability

29.4.1 In-Person Deposits

The following items, if deposited in person to one of our employees, will usually be available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

Except for ACH Transactions, if you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time.

29.4.2 ACH Credit Entries Deposits

Any credit for an ACH Transaction is provisional until final settlement or payment is received by us as your RDFI (Receiving Depository Financial Institution) and beneficiary bank. A provisional credit is a temporary credit applied to your Account which can be reversed or changed. Subject to the Bank in the capacity of your RDFI and beneficiary bank actually receiving payment, subject to the Bank's right to return the Entry and any applicable exemption of the funds availability requirement under NACHA Rules and NACHA Guidelines, and subject to any other exceptions or exemptions provided in the Account Terms (including Section 25 – Force Majeure):

- Non-Same Day ACH Credit Entry Deposits: The fund availability to the Customer by the Bank as a provisional credit for non-Same Day ACH Credit Entries will be generally consistent with, but not earlier than, the dates and times set forth in the NACHA Rules for availability of credits that are not same day entries.
- Same Day ACH Credit Entry Deposits: The fund availability to the Customer by the Bank as a provisional credit for Same Day ACH Credit Entries will be generally consistent with, but not earlier than, the dates and times set forth in the NACHA Rules for availability of credits that are same day entries.

Notwithstanding anything in Sections 6 and 29 to the contrary, in determining the fund availability for any Credit Entry to the Customer and the Customer's Account in connection with an ACH Transaction, the date that the payment is actually received by the Bank as your RDFI and beneficiary bank (or the date when the Bank as the RDFI and beneficiary bank actually debits an account of the sender which is with the Bank and the debit is covered by a withdrawable credit balance in such sender's account) shall first control and take priority over any payment date specified in any Entry from any Originator or ODFI (or any third-party financial institution acting as a correspondent or respondent institution, any third-party service provider for ACH Transactions or ACH operator), and then, subject to the foregoing, in accord with Section 4-A-403 of New York's UCC4A. Additionally, the Customer acknowledges and agrees that if, because of circumstances beyond the Bank's control, it is delayed beyond the applicable time limits in acting on an Entry (other than a Credit Entry subject to Article 4A), the time for acting is extended for the time necessary to complete the action, provided the Bank exercises such diligence as circumstances required.

29.5 Available on Second Business Day After Deposit

Funds from all other check deposits will generally be available on the second business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than two business days, as set forth herein.

29.6 Longer Delays May Apply

29.6.1 Case-by-Case Delays.

In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

29.6.2 Safeguard Exceptions.

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

- We believe an Item you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit an Item that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

29.6.3 Notice of Delay

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. They will generally be available no later than the eleven business day after the day of your deposit.

30 GOVERNING LAW AND JURISDICTION

The Account Terms, the relevant Account Documents, and the rights and obligations of the Customer and the Bank in respect of each of the Accounts shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflicts of law rules) and with applicable federal laws, regulations, and guidance of the United States of America and general commercial bank practices applicable to the type of Accounts provided to the Customer and applicable to similar foreign financial institutions with similar branch offices in New York and similar types of accounts.

The federal and state courts located in the State of New York and situated in the county or venue of New York County shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with these Account Terms, any Account Documents, or any Accounts, and Customer hereby irrevocably submits to such jurisdiction and waives any objections to the venue or convenience as a forum. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country, state or province with jurisdiction including, to the extent allowed by law, concurrently in any number of countries, states or provinces.

31 WAIVER OF RIGHT TO JURY TRIAL AND LIMITATION OF CLAIMS

The Customer hereby knowingly, voluntarily, intentionally and irrevocably waives, to the fullest extent permitted by applicable law, all right to, and will not seek, prejudgment interest and a trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, any Account Documents, any Accounts or the relationship established hereby. Any claim in connection with any Accounts or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim.

32 INTERPRETATIONS AND SECTION HEADINGS

The definitions of terms used in this document shall apply equally to the singular and plural forms of such terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neutral forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word

“shall”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder), and all judgments, orders, decrees, injunctions, licenses, consents, approvals, agreements, guidelines, circulars, regulations or rules of all applicable governmental authorities. The word “person” shall be construed as and limited to a natural person. the word “entity” shall be construed and include a corporation, limited liability company, trust, joint venture, association, company, partnership, or other similar entities, associations or organizations. The term “affiliates” shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity, unless otherwise indicated.

Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (ii) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (iii) any reference herein to any person or entity shall be construed to include the successors and assigns of such person or entity (subject to any restrictions on assignment set forth herein) and, in the case of any applicable governmental authority, any other governmental authority that shall have succeeded to any or all functions thereof, (iv) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this document in its entirety and not to any particular provision hereof, (v) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this document and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights (unless otherwise set forth herein).

In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including”.