

Mega International Commercial Bank

Chicago Branch

Terms and Conditions for opening

Checking A/C

Money Market A/C & Time Deposits (Including IBF)

This Term and Condition is the Agreement between Mega International Commercial Bank (the “**Bank**”) with its address at 2 N. La Salle Street, Suite 1803, Chicago, IL 60602 and the Customer, _____ (“**You**”) with your address at _____,

governing your Checking Account/Money Market Deposit Account/Time Deposits (including IBF), if applicable, with the Bank. By signing the Agreement with a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such account.

1. DEPOSITS

Once an account is open you can make new deposits into that account by completing the deposit ticket. The Bank shall not be construed to have received for deposit items sent by mail until the Bank has received actual delivery from the U.S. Postal Service. All deposits are available in the meant time subject to receipt, verification and proof.

You may make Time Deposits for any time period more than seven (7) days which is offered by the Bank at the time of the Time Deposit. After your Time Deposit is made, you may not add funds to the Deposit.

The Bank has the right to refuse to accept any deposit and the Bank specifically reserve the right to refuse to accept checks for deposit which have more than one endorsement.

1). Initial Deposits & Minimum Average Balance:

Account Name	Minimum Initial Deposits	Minimum Monthly Average Balance
Checking Accounts	US\$250,000.00	US\$1,000.00
Money Market Deposit Account	US\$250,000.00	US\$2,500.00
Time Deposit	US\$250,000.00	US\$10,000.00
Time Deposit (IBF)	US\$250,000.00	US\$100,000.00

2). Interest Rate & Computation of Interest

a. Interest Rate

- i. **Checking Accounts:** No interest will be paid on any checking accounts with the Bank.
- ii. **Money Market Deposit Accounts:**
 - The rate of interest and the annual percentage yield the Bank pay on your account is determined by the Bank in the Bank’s sole discretion and will change at the Bank’s discretion when and as the rate the Bank announces changes and may change as often as daily.
 - Rate information will be available each business day at the Bank’s office. The Bank may elect to pay higher rates of interest for higher balance levels.
 - No interest shall accrue or be payable in excess of the rate permitted by law.
- iii **Time Deposit/Time Deposit(IBF):**

- The interest rate, and its related Annual Percentage Yields (“APY”), on Time Deposit/Time Deposit (IBF) is determined as of the date of deposit and will remain unchanged for the term of Time Deposit/Time Deposit (IBF) . The rate of interest and the maturity date for your Deposit are shown on your Time Deposit/Time Deposit (IBF) Confirmation.
- An automatically renewed Time Deposit/Time Deposit (IBF) will be applicable at the rate on the date of renewal and for a term equal to the original terms unless you give the Bank notice not to renew it at least seven days prior to the maturity date or the Bank gives you a written notice that the Bank will not renew it.
- Current Interest Rate and APY are available by dialing the Bank’s Telephone No. 1-312-782-9900.

b. Computation of Interest

i. Money Market Deposit Account

- Interest will be computed for actual days on a 360 days/year basis and accrues from the date of deposit.
- The accrued interest will be calculated on the daily closing balance and paid monthly on the last day of each month by crediting your account. In the case of account closing, interest shall accrue to, but not including, the date when such account was closed at your request on the closing account balance for the partial monthly interest payment period.
- The Bank reserves the right not to pay interest on any deposit which is returned to the Bank unpaid by the financial institution on which it is drawn.
- Deposits made by electronic payment into interest bearing accounts shall earn interest from the business day the Bank receives the funds; this may not be the same day as the transaction date shown on your statement.

ii Time Deposit/Time Deposit (IBF)

- The Bank uses the daily balance method to calculate the interest on your Deposit. This method applies a daily periodic rate to the principal amount of your Deposit each day.
- Interest accrues from the date of deposit to maturity and is calculated on the closing daily balance for actual days on a 360 day/year basis.
- Interest is not compounded monthly. However, interest can be either paid at maturity or be paid monthly as requested.
- The APY assumes interest will remain on deposit until maturity and is calculated only for one-year Time Deposit/Time Deposit (IBF). A withdrawal will reduce earnings.
- No interest will accrue after maturity unless Time Deposit/Time Deposit (IBF) is renewed in 10 days after its maturity date.

2. WITHDRAWALS

1). Checking Account & Money Market Deposit Account:

- a. Withdrawal may be made by using your Checks supplied for deposit accounts by us which shall bear your account number. The Bank may, at the Bank’s discretion, refuse payment of items on other forms or with an incorrect account number. At any time, overdraft on your A/C is not allowed.
- b. Deposits will be available for withdrawal in accordance with the Bank’s availability schedule as per item #34 - “Schedule of Funds Availability for Withdrawal Disclosure”. Usually, the Bank will make the deposits available for

withdrawals earlier than what the Bank described in the disclosure, but the effort does not constitute the Bank's obligation.

- c. Your right to the number of withdrawals/transfers from your accounts during each statement period is:
 - i. Checking Accounts: Unlimited
 - ii. Money Market Deposit Accounts: Pursuant to 204.2(d)(2) of Regulation DD, you may not make more than six transfers to another account or to third parties by pre-authorized (including checks), automatic, computer, or telephone per statement cycle, and no more than three of these transfers can be made to a third party by checks. But the unlimited withdrawal/transfer is permitted if:
 - transfer was made:
 - Between your accounts with the Bank, if done in person, by messenger or by mail.
 - To pay loans at the Bank.
 - As excess withdrawals happened, you will be charged USD15.00 monthly and if you exceed the withdrawal limits more than three (3) times in a 12-month period, the account must be closed or changed to checking account.

2) Time Deposit/Time Deposit (IBF) Account:

- a. Principal
 - i. Withdrawals of a Time Deposit/Time Deposit (IBF) may be made only on the date of maturity of that you agree to keep the funds on deposit or during the 10 calendar days grace period thereafter.
 - ii. The Time Deposit/Time Deposit (IBF) or your duly signed written instructions must be presented to the Bank for withdrawal.
- b. Accrued Interest:

You are entitled to withdraw the interest at maturity date or any time after the accrued interest was monthly credited to your designated account with the Bank at your choice.

3. NOTICE OF WITHDRAWALS

Pursuant to federal regulation D, the Bank is required to have the right to request seven days' advance notice prior to paying a check or intended withdrawal from Money Market Deposit Account and/or Time Deposit/Time Deposit (IBF) Account. Our normal practice of not requiring a seven-day notice does not waive the Bank's right in this connection.

4. MAINTENANCE FEES SCHEDULE AND PENALTIES ON TIME DEPOSIT EARLY WITHDRAWAL

Account Name	Minimum Monthly Average Balance to Avoid Maintenance Fees	Account Maintenance Fees
Checking Account	US\$1,000.00 and/or more Less than US\$1,000.00	None US\$15.00/Month
Money Market Deposit Account	US\$2,500.00 or more Less than US\$2,500.00	None US\$15.00/month
Time Deposit	US\$250,000.00	Early withdrawal subjects to Penalties.
Time Deposit (IBF)	US\$250,000.00	Early withdrawal subjects to Penalties.

1). Checking/Money Market Deposit Account

- a. You agree to pay the Bank fees in connection with your accounts in accordance with above Fees Schedule and the Bank may charge any fees from your Checking/Money Market Deposit Account.
- b. The Bank will mail written notice of any increase in current fees, or any new fees in connection with your account at least 30 calendar days in advance.
- c. While the Bank reserves the right to waive any of our normal and usual account charges at any time, you should know that this is not the Bank's normal practice and that the charges detailed in the Agreement fees is in the Bank's sole discretion.

2). Penalties on Time Deposit/Time Deposit (IBF) Early Withdrawal.

- a. If you withdraw principal of a Deposit before the maturity date, you will be charged a penalty, except that withdrawals are permitted without a penalty during the ten (10) calendar days grace period after the maturity date of a Deposit.
- b. If you withdraw principal of a Time Deposit/Time Deposit (IBF) within the first six days following the date of an original Deposit (not including the date of automatic renewal of a Deposit), you will be subject to a penalty equal to seven days' interest on the amount withdrawn.
- c. After the sixth day following the date of an original Deposit, the penalty for early withdrawal will be :
 - Loss of 10 days' interest for deposit with an original term of 30 days or less;
 - Loss of 15 days' interest for deposit with an original term of more than 30 days but less than 91 days;
 - Loss of 20 days' interest for deposit with a term of 91 days or more but less than one year; and
 - Loss of 30 days' interest for deposit with a term of one year or more.
- d. The early withdrawal penalties will be imposed regardless of whether the funds withdrawn have been on deposit for sufficient time to earn the penalty amount. The penalty may be charged against principal, if necessary.
- e. Early withdrawals are permitted only at the Bank's discretion.
- f. No penalties will be imposed for early withdrawal if the early withdrawal results from the death or incompetence of the depositor.
- g. You have a grace period of 10 calendar days after the maturity date to withdraw the funds without being charge a penalty.

5. RETURN OF CHECKS UNPAID

All checks and withdrawals on your Money Market Deposit Account or Checking Account may be returned by the Bank unpaid for any reason that checks are normally returned (For example: insufficient funds, uncollected funds or litigation).

6. STOP PAYMENTS

You may stop payment on a check drawn on a money market or checking account with the Bank by mail, facsimile or in person and pay the required fee for US\$15.00 per check (subject to change without further notice). When you notify us you must include all required information, including the check number and the exact amount of the check and provide us a reasonable opportunity to act for the stop payment order to be effective. A stop payment order will not be effective on a check previously certified or paid by the Bank. A stop payment order expires after six months. If you want the order to expire in less than six months, you have to ask the Bank (with a written order) to cancel the stop payment order.

7. POSTDATED CHECKS

Despite any notice the Bank may receive, the Bank reserves the right to pay any postdated item when presented.

8. PERIODIC STATEMENT

- 1). The Bank will generally send a monthly periodic statement with PAID checks for Money Market Deposit Account and Checking Accounts. Each such statement shall show the transactions on your account(s) and any fees.
- 2). You agree to examine your periodic statement upon receipt and notify the Bank promptly of the unauthorized payment. If no exceptions are reported to the Bank in two months after the statement closing date, the Bank shall consider all entries appearing in the statement as correct.
- 3). The Bank reserve the right not to send statements for accounts the Bank considers inactive.

9. FUNDS TRANSFER

- 1). The customer have to provide wire transfer agreement and wire transfer customer information form (including the amount limitation) before the fax process for transferring money.
- 2). You may request the Bank to transfer the funds from the account to a designated payee by sending or faxing a request letter or the Bank's application form which must be duly signed by the person who is authorized to make such request.
- 3). After verifying the authorized signature(s) with that on the specimen signature card, the Bank will act according to the customer's instructions.
- 4). The customer acknowledges that his request may be denied if the request is against Banking Regulations or the Bank is unable to verify the authorized signature(s).
- 5). For our mutual protection, the Bank may confirm the wire transfer request by using electronic equipment to record the call-back verification whenever the transfer request is not made in person at the Bank's counter and/or the instruction(s) is/are illegible.
- 6). However, the Bank will not be liable:
 - If through no fault of the Bank, you do not have enough collected funds in your account to make the transfer;
 - If the Bank has not received the deposit from the original source;
 - If the Bank has not received the withdrawal request from the original source;
 - If the Bank has not received proper authorization and notices;
 - If circumstances beyond the Bank's control (such as fire or flood) prevent the transfer despite reasonable precautions that the Bank has taken;
 - If your account has been tied up by legal proceedings or other action; or
 - The violation of Banking Regulations and/or all other reasons which cannot be attributed to the Bank.

10. NOTICES

All notices regarding the account will be available in the Bank, or will be sent to you at the address shown on the Bank's records. In the event of joint ownership, notice by or to any joint depositor shall be deemed notice by or to all. If the Bank sends any notice by mail, the Bank reserves the right not to send any notice for accounts the Bank considers inactive. You will notify the Bank promptly if you change your mailing address. Notices to the Bank should be directed to Mega International Commercial Bank, Chicago Branch, 2 North LaSalle Street, Suite 1803, Chicago, IL 60602.

11. JOINT ACCOUNT

If you have signed a joint signature card (more than one signature) without expressly specifying that another type of ownership by adding the note of “all of signatures are needed to use the account” or “part of signatures are needed to use the account”, or alike, you agree that any funds in your account may be paid upon the request or order of any person signing the signature card whether the other or others are living or not. You intend to and do thereby create a joint tenancy with the rights of survivorship. Each signer appoints the other signer to be his or her irrevocable attorney: to make deposits to the account; to close the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; to change the address on the account; and to transfer, and receive all or any funds. The Bank has no obligation to inquire into the source or application of funds. To induce the Bank to act hereunder each person signing the signature card jointly and individually agrees to hold the Bank harmless and indemnified from loss, cost and damage in all respects in connection with any of the forgoing, including court costs and attorneys’ fees. The Bank may refuse to honor checks on which the signature(s) differs from the specimen provided to the Bank.

12. TELEPHONE INSTRUCTIONS & PAYMENT INSTRUCTIONS VIA ELECTRONIC TRANSMISSION

For the convenience of customers and to expedite the process, you may give instructions to the Bank by electronic transmission. To mitigate operational risk, relating to the electronic transmission payment instructions, you have to sign “Agreement Respecting Instructions and Information by Electronic Transmission” agreement with the Bank. Proper and reasonable means also will be employed to authenticate such electronic transmission instructions.

You agree that the Bank may rely on telephone instructions from any signer on Time Deposit/Time Deposit (IBF) to renew your Deposit including for a different term. The Bank shall not be responsible for any loss incurred as a result of its acting upon or executing any request, order or instruction the Bank believes to be genuine. Furthermore, the Bank may refuse to execute any telephone request or order. You understand and agree that, for our mutual protection, the Bank may tape-recorded any of our telephone conversations

13. BUSINESS DAY

Every day is business day or banking day except for Saturdays, Sundays, and federal holidays. Any transaction which occurs on a non-business or non-banking day is considered occurring on the next business or banking day the Bank is open.

14. INDEMNITY

If you ask the Bank to follow instructions that the Bank believes might expose the Bank to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, the Bank may refuse to follow your instructions or may require a bond or other protections from you.

15. THE BANK’S RIGHT OF OFFSET

The Bank may charge against any of your accounts any debt you owe to it including loan repayment, loan interest, the Bank’s banking handling charges, letter of credit negotiation amount etc., now or in the future, without going through any legal process or court proceeding. If your account is a joint account, the Bank may also charge the debts owed

to it by any or all joint account holders against this joint account. The Bank will notify you if the Bank has exercised its right of offset.

16. INFORMATION ABOUT YOUR ACCOUNT

As per the Bank's **customer information security compliance policy**, the Bank will not disclose information to third parties about your accounts or about you without your permission. However, the Bank may disclose information:

- 1). When it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment;
- 2). To the Bank's accountants;
- 3). To bank regulators;
- 4). To exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
- 5). To the Bank's affiliates;
- 6). To advise third parties of accounts closed for misuse;
- 7). To furnish information to the appropriate law enforcement authorities when the Bank reasonably believes the Bank has been the victim of a crime;
- 8). To comply with government agency or court orders, or to furnish any information required by statute;
- 9). To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information;
- 10). When the Bank is attempting to collect an obligation owed to the Bank; or
- 11). Unless otherwise prohibited by law.

You authorize the Bank to check periodically your credit history, to obtain credit reports, to verify the information provided by third party and initialed by you and levy our service charge US\$15.00(subject to change without further notice)

17. SERVICE FEE SCHEDULE - SUBJECT TO CHANGE WITHOUT FURTHER NOTICE

Cashier's Check /Teller Check	@US\$15.00
Certified Check	@US\$15.00
Stop Payment (per check).....	@US\$15.00
Collection of Foreign Currency Check	@US\$15.00
Check returned due to Insufficient funds etc. (per check) by correspondent bank	@US\$15.00 + Postage
Check paid against Uncollected funds (per check)	@US\$15.00
Service charge-availability of uncollected funds	@US\$15.00
Outgoing wire transfer – Domestic	@US\$20.00
Outgoing wire transfer – International	@US\$35.00 - 40.00

18. APPLICABLE LAWS

All Deposits are subject to the rules and regulations of the Federal Reserve System and all other applicable laws and regulations. To the extent that federal laws are not applicable, Illinois law shall govern your deposits. Especially, the operation of IBF Time Deposit should be governed by Section 204.8 of Regulation D.

19. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the deposit covered by this agreement including but not limited to a claim based on or arising from an alleged tort, shall at your or the Bank's request, be determined by arbitration under the auspices and rules of the American Arbitration Association and in accordance with the Federal Arbitration Act and the Illinois Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation which would otherwise be applicable shall apply to any arbitration proceeding.

20. DORMANT ACCOUNTS

The account may be treated as a dormant account if you do not deposit or withdraw money from the account in two years, the Bank may notify the account holder of the inactivity by phone or formal letter, and will assess you the processing and postage charges. If the account holder re-activates the account after the notice, the Bank's supervisors will treat it as active account again. The dormant accounts that become re-activated will be reviewed to ensure the customer CIP, CDD and (if necessary) EDD information on file is up to date before allowing the account to conduct transactions. If the account is treated as dormant account, the procedures for the dormant status, re-activate, and transfer to unclaimed property will be supervised by the Bank's manager, and will be documented.

21. UNCLAIMED PROPERTY

If you do not make a deposit, make a withdrawal (Bank charges and interest payments don't count because they are not initiated by customers), or write to the Bank a letter indicating that you know the existence of the account in 3 years, the account will be considered unclaimed property, it will be turned over to the State of Illinois. Before turning over an abandoned account, the Bank may send a notice to the address shown for the account statement. The Bank may not send this notice if mail the Bank previously sent to this address was returned. The Bank may charge the account for any costs and expenses of any notice, payment and delivery of the account to the state agency. After the funds were turned over to the state, the Bank has no further liability to you for the funds and you have to apply to the appropriate state agency to reclaim your funds.

22. IN CASE OF DEATH

The account will be held until all legal documents are brought to the Bank. In a joint account if one co-owner dies, ownership of the account and all the funds automatically go to the surviving co-owners.

23. CLOSING THE ACCOUNT

- 1). Either the account holder or the Bank may close a checking account or money market account at any time for any reason or no reason at all.

- 2). There may or may not be a prior notice for account closing, except that the Bank requires a seven days advance notice from the account holder when the account holder intends to close a time deposit account by withdrawing the funds.
- 3). The Bank is not required to close the account at account holder's request if the account has pending transactions or the account is subject to legal process. In such case, the Bank will restrict the account against all future withdrawals other than under legal process until pending transactions are paid or returned, and any legal restriction has been released.
- 4). As for those accounts that have multiple authorized signers, the Bank may take instructions from any signer to close the account. At the Bank's sole discretion, however, the Branch may require the signatures of all authorized signers before closing the account.
- 5). After the account is closed, the Bank will send the last account statement to account holder's last known address as shown in Bank's records.
- 6). The Bank is not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid.

The Bank reserves the right to determine when an account is closed by a depositor, based upon customary factors, including that there is no balance in the account, that no deposit has been made for two or more months, that no checks have been presented for payment for two or more months, or that the depositor has told the Bank the account is to be closed.

24. COST OF CHECK BOOKS

Cost of check books shall be debited to your account.

25. ALTERNATION IN CHECKS

- 1). All alternations in checks should be confirmed by the drawer's full and complete signature; and
- 2). The Bank may dishonor check(s) in which the alternations are confirmed by incomplete signatures or initials only.

26. CHANGES OF ANY RELEVANT RECORDS

- 1). You are requested to notify the Bank as early as possible of any change of relevant records such as change of authorized signatures, and, in particular, change of address.
- 2). All communications sent by post to or left at the address last registered with the Bank shall be deemed to have been delivered to you.

27. ANY ORDER COUNTERMANDING PAYMENT OF CHECKS

The Bank will record any order countermanding payment of checks only after a letter duly signed by the customer has been duly received, and the Bank shall not be responsible for any loss caused by an oversight.

28. SAFEKEEPING OF CHECKS

You are responsible for the safekeeping of your checks and in the event that any checks are mislaid, lost or stolen, customers must forthwith inform the Bank.

29. COLLECTION

You will indemnify the Bank, as collecting bank, from any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges, on any check, bill, note, draft, dividend warrant or other instruments presented by you for collection, and every such guarantee given by the Bank shall be deemed to have been given at your customer's expressed request in every case.

30. NOT FDIC INSURANCE

Your deposit with the Bank is **NOT** insured by FDIC as the Bank is **NOT** a FDIC member.

31. DEPOSITS NON-TRANSFERABLE

All Deposits with the Bank are non-negotiable and/or non-transferable.

32. AMENDMENT

- 1). The Bank may change any of the terms of this Agreement at any time without prior notice to you if the change is favorable to you.
- 2). The Bank may make changes that are adverse to you only if the Bank sends you written notice of such change at least 30 calendar days in advance.
- 3). The Bank may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

33. SECTION HEADINGS

Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

34. SCHEDULE OF FUNDS AVAILABILITY FOR WITHDRAWAL DISCLOSURE

This Disclosure Statement provides information for you to determine when funds deposited in your account will be available for withdrawal. While the Bank's policy is to make funds available in an expeditious manner, it takes time before the Bank is able to collect funds from your deposit and there are certain delays before deposited funds are available to you. The period of time varies with, among other things, the type of deposit and the location of the bank on which a check deposited into your account is drawn. During the delay, you may not withdraw the funds in cash and the Bank will not use the funds to pay checks that you have written.

1) Determining the Availability of a Deposit

To determine the length of delay, you should know that your deposit is counted in business days of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. on a business day that the Bank is open, we will consider that day to be the day of your deposit.

However, if you make a deposit after 3:00 p.m., on a day the Bank is open or on a day which is not a business day, the Bank will consider that the deposit was made on the next business day the Bank is open. Funds mailed to the Bank are considered deposited on the business day the Bank received.

2) Determining when Interest begin to accrue on noncash deposit

The interest begins to accrue on noncash deposit when it is deemed to be received on

a valid business day.

3) The length of the delay varies depending on the type of deposit and is explained below:

- (1) Same-Day Availability: Funds from cash and wire transfer are available on the same day.
- (2) Next-Day Availability: Funds from the following deposits are available on the first business day after the day of your deposit if you make your deposit in person to the Bank.
 - U.S. Treasury checks that are payable to you;
 - Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Money Orders, if these items are payable to you;
 - State and local government checks that are payable to you, cashier's, certified, and teller's checks, if you use a special deposit slip available at the Bank.

* If you do not make your deposit in person to the Bank (for example, by mail), funds will be available on the second business day after receipt of your deposit.

(3) Other Check Deposits

Our policy is to make funds available as follows:

a. Check deposit amount Under US\$5,000.00

- The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit for cash withdrawal or to pay checks;
- The balance of the funds will be available on the second (2nd) business day after the day of your deposit.

b. Check deposit amount exceed US\$5,000.00

- The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit to cash withdrawal or to pay checks.
- The balance of the funds will be available on the fifth (5th) business day after the day of your deposit.

4) Longer Delays May Apply

Funds you deposit by check, with certain exceptions, will be delayed for a longer period under the following circumstances:

- (1) You deposit checks totaling more than \$5,000 on any one business day;
- (2) We believe a check you deposited will not be paid;
- (3) You redeposit a check that was previously returned unpaid;
- (4) Your account has been repeatedly returned unpaid due to insufficient funds during the past six (6) months;
- (5) There is an emergency, such as communication or computer equipment failure.

* The Bank will notify you if the Bank delay your ability to withdraw funds for any of these reasons, and the Bank will tell you when the funds will be available. They will generally be available no later than the tenth (10th) business day after the business day of your deposit.

5) Other Important Related Information

- (1) Nevertheless, nothing contained in this Agreement should be taken as limiting the Bank's right to open or close an account, or to accept or reject any particular check or type of check for deposit, or to accept a check for collection only.
- (2) Checks drawn on banks outside the United States are normally sent for collection instead of being deposited directly into your account. The Bank will make funds available to you after the Bank has received payment from the paying

bank.

- (3) It is the policy of the Bank to operate at all times, in complete compliance with Federal Reserve Regulation CC (Availability of Funds and Collection of Checks).
- (4) The Bank's rules, regulations and policies covering matters other than the availability of funds remain in full force and effect except to the extent that they conflict with the information in this Agreement.

35. Exemption from reserve requirements

The Bank that is subject to the reserve requirements of this part is not required to maintain reserves against its IBF deposits. Deposit-taking activities of IBF are limited to accepting IBF only.

36. Acknowledgment of use of IBF deposits.

An IBF shall provide written notice to each of its customers at the time a deposit relationship is first established that it is the policy of the Board of Governors of the Federal Reserve System that deposits received by international banking facilities may be used only to support the depositor's operations outside the United States.

Receipt of such notice must be acknowledged in writing whenever a deposit relationship is first established with the IBF.

37. For Customer Due Diligence, the following information should be obtained:

- (1) Financial statement of the business;
- (2) Description of your principal line of business;
- (3) List of major suppliers and customers and their geographic locations;
- (4) Description of the business's primary trade area, and whether international transactions are expected to be routine; and
- (5) Description of the business operation i.e., retail versus wholesale, and the anticipated volume of cash sales.

A) Major Business Activity:

B) Estimate:

- a) The check value and volume to use for the deposit per month:
- b) The check value and volume to use for withdrawal per month:
- c) The cash value and volume to use for the deposit per month:
- d) The cash value and volume to use for withdrawal per month:
- e) The funds will be received by your customer per month:
- f) The funds will be wired to your customer per month:

38. ACCOUNT REQUEST

You request the Bank to open an account in the name as indicated and agree to fill out all the forms and to submit all the documents requested by the Bank. Depends on the case the Bank may grant you some time (up to 30 days) for you to prepare documents. If you are not able to fulfill the Bank's CIP (CDD)/EDD requirements, the Bank will not open the account. If you are not able to fulfill the Bank's CIP (CDD)/EDD requirements after your account is opened, the Bank will close your account.

Customer Name: _____ Tax ID
No. _____

Incorporated In (State, Country): _____ Telephone No.
(_____) _____

Source of Deposit: _____ Purpose of the A/C:

Name(s) and telephone number(s) of corporate officers/partners:

Name: (1) _____ (2) _____ (3) _____
(4) _____

Tel. No. (1) _____ (2) _____ (3) _____
(4) _____

Previous Bank Reference

(For a Personal Account, the following additional information is also required)

Occupation: _____ Tax ID No. _____ Business
Activities: _____

Home Address:

Business Address:

Business Telephone No. (_____) _____ Home Tel. No.

Signed By: _____ (Occupation)

Please print name and sign.

Signed By: _____ (Occupation)

Please print name and sign.

Secretary: _____
Please print name and sign.

(The following space reserved for the Bank)

Notes:

- 1) If it is for the corporations, please enter the official positions as well as the names of the Authorized Persons.
- 2) If it is for the partnership and sole proprietorships, please enter the names of the individual of the Authorized Person.

Account Number: _____ Attended by: _____

Approved by: _____