

SHINHAN BANK AMERICA
DEPOSIT ACCOUNT
DISCLOSURES AND
AGREEMENT

Including

General Account Terms and Conditions

Electronic Funds Transfer

Check 21

Funds Availability

Effective as of 07/01/2025

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I. General Account Terms and Conditions

This Deposit Account Disclosures and Agreement (“Agreement”) governs personal and business deposit accounts identified in this Agreement at Shinhan Bank America, a New York State chartered bank regulated by the New York Department of Financial Services and the Federal Deposit Insurance Corporation. By signing the signature card, or by opening or maintaining an account with Shinhan Bank America, you agree to be bound by the terms and conditions of this Agreement.

1. Definitions

In this Agreement: “**We**,” “**us**,” “**our**,” and the “**Bank**” refer to Shinhan Bank America and its affiliates and “**you**” and “**your**” refer to each depositor and authorized signers of the account. An “**account**” refers to each deposit account you have with Shinhan Bank America that is governed by this Agreement, and may mean any savings, transaction (such as a checking or NOW Account), and time deposit (such as a certificate of deposit) accounts. “**Automated Clearing House**” or “**ACH**” refers to the funds transfer system governed by the National Automated Clearing House Association (NACHA) rules which provides funds transfer services to participating financial institutions. “**Average Daily Balance**” refers to the account balance determined by taking ending balance of the day in an account for each day in the periodic statement cycle, adding the balances together, and then dividing the sum by the number of days in the statement cycle. “**Annual Percentage Yield**” or “**APY**” means a percentage value reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding. “**Business Day**” means any day of the week that is not a Saturday, Sunday, or bank holiday. “**Checks**” mean checks, drafts, and other negotiable instruments, including substitute checks. “**Item**” refers to all orders and instructions for the payment, transfer, or withdrawal of funds from an account, which includes any checks and electronic transactions.

2. Deposits or Cashed Items

We may accept deposits to your account from any source without questioning the authority of the person to make the deposit. All deposits are subject to later verification, adjustment, and collection by us. Deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited and the amount on the receipt is based solely on your deposit ticket.

If a check, draft, or other item that we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge back against your account for the amount of the item returned and a chargeback fee. This may include, among other things, checks that are returned because the maker of the check had insufficient funds in its account, and checks that were paid originally and later returned to us because the endorsement was forged or unauthorized, or that the check was altered in any way. We may subsequently charge your account for the amount if our review confirms an endorsement is forged or unauthorized. We may, at our option, contact you if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice of the returned item and you authorize us to charge back the item to your account if it is returned unpaid again for any reason.

Any check deposited to your account that lacks an endorsement may be, or may be deemed to be, endorsed by you, and our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any check deposited to your account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. If we receive a communication stating that one or more endorsements on a check or other item deposited into your account is/are forged, we may freeze the amount or charge back the amount of the item to your account, without prior notice to you, even though you have already used the funds.

We may return or refuse to accept all or any part of a deposit or credit to your account at any time and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits or the legal equivalent of the deposited item will be returned to you. In addition, you will be solely responsible for any loss or liability we sustain in relation with the deposit of substitute checks. If we give provisional credit for an item, we reserve the right to charge back the amount of the item if we do not receive final payment.

3. Credits for Deposits

All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous. Funds will be made available according to Regulation CC and our Funds Availability Policy. When you send us deposits by mail, we may treat them as received at the time we receive actual delivery of deposits sent by mail. If you give us cash that we later determine to be counterfeit, we may reduce the balance in your account for the amount we determine to be counterfeit.

4. Collection Items

We may not accept for deposit, items drawn on a non-U.S. bank or items payable in a foreign currency, and may instead accept such items on a collection basis, even after we have taken

physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply. In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process. We are not responsible if the check is lost or delayed in the collection process. We charge fees for processing collection items.

5. Withdrawals

You can withdraw or make transfers from your demand deposit accounts (such as savings and checking accounts) up to your available balance. We may require you to present us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Cashier's Check. We may require that you sign a document releasing us from any liability in case you are robbed or assaulted.

Your signature card or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account. However, if there is a conflict, we reserve the right to require all authorized signers to sign a check or withdrawal order. We may continue to honor checks, withdrawal orders and other instructions by any one of the authorized signers until we are notified in writing not to do so. We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

We may refuse to honor any withdrawal or order if funds on deposit are insufficient or unavailable to cover the request or order or there is a dispute or question as to the ownership of account funds.

6. Payment and Deposit of Checks

You agree that when you write a check, you will not date the check with a date in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check unless we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under a stop payment order. You agree that we may return a postdated check to the presenter. You agree not to issue incomplete or conditional checks, such as "void over \$100" or "paid in full" or "void after 90 days," or "present them for deposit to your Account" and we have no duty to discover, comply with, or have any liability for accepting them.

You agree that we may pay or reject a check which is presented to us for payment more than six (6) months after its date (a "stale-dated" check), even if the presentation occurs after the expiration of a stop payment order. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees. You will be responsible for issuing any replacement checks.

7. Remotely Created Checks

If you authorize a third party over the phone or via the Internet to debit from your account the amount(s) of one or more "remotely created checks," the third party may create a check drawn on your account that we may pay, although it does not bear your signature.

While we are authorized to honor such remotely created checks, we are not required to do so and may refuse to honor any such remotely created checks at our discretion. We may return such remotely created checks even if we have honored similar remotely created checks in the past. You agree that we are not liable to you for any losses that may result from either honoring or dishonoring any such remotely created checks drawn on your account. You are responsible for reviewing your statement in a timely fashion and promptly reporting any claims of unauthorized remotely created checks.

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you warrant

and guarantee that the remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense, and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn. We may discontinue accepting remotely created checks at any time without cause or prior notice.

8. Processing and Posting Orders

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned.

We process and post transactions in the order received and processed. The debits are posted in the following order:

1. Non-check debits (such as ATM cash out, online banking, wire, etc.) and Check Cashing over the counter are posted in the order we receive them. All incoming ACH transactions are received and processed in batches by the Bank. For each batch, ACH credit transactions are processed first, followed by debits, which are processed from the smallest to the largest dollar amount.
2. Checks received after hours through deposit process from other banks (Other checks) or from our ATM Deposit, RDC, and mobile deposit (On_Us), are posted in the following order:

First, On_Us checks are processed from smallest to largest dollar amount for each business day's transactions. If two checks have the same dollar amount, they are processed by check number. Second, All other checks are processed from smallest to largest dollar amount for each business day's transactions. If two checks have the same dollar amount, they are processed by check number.

If we receive an item for payment on a weekend, a holiday or after 5:00 p.m. on a Business Day, we may treat it as if it were received on the next Business Day. The cutoff hour for check processing with respect to our right of setoff is midnight of the business day following the business day on which we received the check or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous banking day.

9. Overdrafts

We may pay or return any item (for example a check or ACH) when it is presented if your account balance is less than the amount of the item at the time of our nightly processing. In either case, there will be an Overdraft Fee charged for each item. There are two types of Overdraft Fees. If we decide to pay the item, you will be charged an Insufficient Fund (NSF) Fee. If we return the item unpaid due to insufficient funds in your account, you will be charged a Returned Item Fee.

A returned item may be resubmitted (re-presented) to our bank for payment by a merchant or payee one or more times after the initial unpaid transaction. We do not charge another overdraft fee for the re-presented item. We make efforts to contact you when your account has a negative balance; we will ask you to make a deposit to prevent further Overdraft Fees. We charge no more than five (5) NSF and/or Returned Item Fees (combined) per day.

Nonetheless, you agree to pay us the amount of any overdraft immediately, with or without notice or demand from us. Each account holder or signer is jointly and severally responsible for paying any overdraft amounts created by any authorized signer(s) or party to the account, regardless of whether an account holder signed the check or received any benefit from the check. You, therefore, authorize us to apply any subsequent deposit to the account against the amount of any overdraft and resulting fees or charges, including any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security benefits).

We are not obligated to continue paying items which create an overdraft even if we have done so in the past, and we may refuse to do so in the future without any notice to you. An ATM withdrawal or Debit Card transaction that would create an overdraft in your account will not be permitted and the transaction will be declined. An Insufficient Fund (NSF) Fee will not be applied for an overdraft granted for ATM and Debit card transactions due to a situation where a system failure occurs.

10. Stop Payments

If you want to stop payment on a check you have written, you must place a stop payment order before it is finally paid by us. Any authorized signer on the account may furnish a stop payment order. For example, a joint account holder and one authorized signer may request a stop payment on an item which requires two signatures, regardless of whether or not that authorized signer's signature was one of the two signatures appearing on the item.

You must furnish us with the date, the check number, and the exact amount (dollars and cents) of the check and the name of the person you wanted to pay in order for us to stop payment on the item. If you provide us with any incorrect information, we will not be

responsible for any failures to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item. You may furnish the stop payment order orally, in writing, or through our Online/Internet Banking at www.shbamerica.com. If you give us an oral stop payment order, then it will be effective for 14 calendar days. The stop payment order will expire at the end of 14 calendar days unless you give us written notice of the stop payment order. Upon confirming the order in writing, the order will remain in effect for six (6) months and must be renewed by you every six (6) months to remain in effect. If you do not renew the stop payment order when it expires and the item is presented for payment, we may pay the item and charge it to your account. There is a charge for each stop payment order and each renewal order requested.

Electronic stop payment requests submitted through our Online/Internet Banking service may not be effective in stopping the payment of checks that have been posted to, but not finally paid, from your account on the preceding day. In order to prevent those checks from being paid, you must contact one of our customer representatives in person, by telephone or in writing within one hour that the branch opens on the day following the day we post the items to your account. You also should contact the branch if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant.

If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you up to the face amount of the item if you establish that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or any other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons.

Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend, and hold us harmless from all costs (except attorney's fees), actions, damages, claims, and demands related to or arising from our action in stopping payment on the check.

You do not automatically have the right to stop payment on point-of-sale Debit Card transactions, cashier's checks, or money orders you purchase from us. In the event that a cashier's check is lost, stolen, or destroyed, please contact us [at 1-877-770-7422] for the procedures to follow to obtain reimbursement or have the cashier's check reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier's check and how it came to be lost, stolen or destroyed, and signing the form under penalty of perjury. We must then wait 90 days from the date the check was issued before we can pay your claim. If 90 days have already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90 day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

11. Statements

The statements for transaction accounts (such as checking and NOW accounts) are issued on a monthly basis and savings account statements are issued on a quarterly basis as of each quarter-end unless the savings account has an electronic funds transfer, in which case, the savings account statement will be issued with the monthly statement. An account statement will be normally sent to you at your current address listed on our records. Statements will be sent via ordinary U.S. mail unless you and the Bank agree otherwise. We will send only one statement per account, even if that account has more than one owner. With certain exceptions, we provide account holders with statements listing their account transactions.

You are responsible for promptly examining your statement for each statement period and reporting any irregularities to us. The periodic statement will be deemed accurate for all purposes and we will not be liable for any payment made and charged to your account unless you notify us in writing within certain time limits after the statement and checks are made available to you.

If you have requested us to hold your account statements, it will be deemed as though the statement was made available to you on the day when we received the statement. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

You assume full responsibility for notices, vouchers, checks, items, statements, and other documents which are lost, destroyed or stolen while in the mail or from you or a third party. You agree to promptly return any checks or other items to us which do not belong to you. If three consecutive statements and/or notices are returned to us by the Postal Service for any reason, we may stop mailing your statement or close your account if you did not inform us of a change of address and you cannot be contacted by us. In this case, the returned statements and notices will be destroyed by us, and a cashier's check will be mailed to the address we have on file for you for the balance remaining in your account.

12. Notification of Errors, Forgeries, and Unauthorized Signatures

You will be liable for any check that is altered or any signature that is forged unless you notify us within 30 calendar days after the statement date and the altered or forged item(s) are made available. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, including but not limited to associated police reports, supporting affidavits, and testimony we reasonably request. You agree that such altered or forged items and errors shall, therefore, be fully enforceable against you and you shall have no claim against us for same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors.

Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within 10 calendar days after the statement date of when the first altered or forged items were made available. You must also report any other account problems within 30 calendar days or lose your right to assert the problem against us.

13. Check Imaging/Truncation

Since checks are cleared electronically, we utilize check image statements as the standard method to send you images of your cancelled checks. You will receive images of your cancelled checks with your statements. With check truncation, we will maintain a record of your cancelled checks. We will maintain an image of each check for seven (7) years. You can obtain copies of your checks by sending us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. We will charge your account a fee for each copy (includes the front and back of the check). We will not be responsible for any special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.

14. 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. To open an account at the Bank, we require your name, address, date of birth, and other information that will allow us to identify you. You will need two current forms of acceptable identification. With limited exceptions, we require an appropriate social security number or taxpayer's identification number. Deposit accounts for fiduciaries, partnerships, corporations, and fictitious business names must also provide the Bank with (as applicable) valid documentation of trust agreements, partnership agreements, certificates of limited partnership, articles of incorporation, or a certified copy of the filed fictitious business name statement, in addition to any other documents deemed necessary by the Bank. Even if you have been a customer of ours for many years, we may ask you to provide this information and documentation because we may not have collected it from you in the past, or we may need to update our records.

15. Taxpayer Identification Number (Backup Withholding)

Federal law and regulations require us to obtain taxpayer identification for the account holder of each account, with certain limited exceptions. You are required to provide us with your taxpayer identification number under Section 6109 of the Internal Revenue Code. The taxpayer identification number for an individual is usually a Social Security number. The number is included on reports filed with the IRS concerning interest paid to you by the Bank.

You are required to certify under penalty of perjury: (1) that the taxpayer identification number given to us is correct; and (2) whether you are exempt from backup withholding. We will furnish you with the form on which you make this certification. If you fail to provide your taxpayer identification number and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules require us to withhold a portion of interest paid to you. We forward the amounts withheld to the IRS.

Interest paid on deposits made by individuals who are not citizens or residents of the United States is not reported to tax authorities and is not subject to backup withholding. To establish that you are not a citizen or resident of the United States, you must provide a certification of your status on our certification form.

When an account earns \$10 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS. You will receive a copy of the information reported to the tax authorities.

16. Account Ownership

You may open an account in your name alone, or with one or more other parties. Following is a brief summary of the general forms of account ownership available at Shinhan Bank America.

Note: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

(a) Personal Accounts

Where only one individual is designated or appears on a signature card as the owner of such

account, then we may treat the account as a solely owned account. In the event of your death or adjudication of incompetence or interdiction, you agree that we have the right to honor checks or other items drawn against your account until ten (10) days after we receive actual written notice of your death, incompetence, or interdiction. We may restrict access to your account upon notice of your death or adjudication of incompetence or interdiction until the appropriate documentation reasonably requested by us, including a death certificate, is provided by your executor, administrator or to the representative of your estate or person. To the extent and under the circumstances permitted by the laws of your state of residence, upon receipt of actual written notice and proof of your death, the balance in your account will be paid to the person or entity you designate to "pay on death" (POD) or you designate as a POD payee or beneficiary on your account's signature card or on a form provided by us.

Unless your signature card or account opening documents so designate, where two or more individuals are designated or appear on a signature card as owners of such account, then as between them, we will treat the owners as joint tenants with the right of survivorship. For any joint account where a joint owner has died, we reserve the right not to release funds in the account until all legal documents are delivered to us. You agree to notify us of the death of any other joint owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you. Any joint owner may close the account.

We may, at our sole discretion, act upon such other instructions of any joint owner, including withdrawing funds or adding or removing any signature or other joint owner to or from the account, without the signature of the other joint owner(s). However, we are under no obligation to observe such instruction, and may do so or refuse to do so without liability. We may also pay all or any part of the funds in the account to any of the joint owners upon request of that joint owner or to a court or governmental agency upon receipt of a garnishment order, tax levy or similar legal process identifying any one of the joint owners.

All joint account owners will be jointly and severally liable for all overdrawn accounts, whether or not that particular owner initiated a withdrawal request or other transaction drawn against insufficient funds which we honored, withdrew funds credited to an account which were made available based upon a deposited item which was subsequently returned unpaid, or whether such owner received benefit from a transaction which resulted, directly or indirectly, in such overdraft.

If the account is opened as an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the person requesting or directing the withdrawal of funds held in the account has the authority to withdraw such funds. We shall be held harmless for refusing to pay or release funds in the account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by us.

If you establish your account as "in trust for" (ITF) or as trustee for a third person without presenting formal trust documents, then we may treat the account as a Totten Trust account or as otherwise required by the laws of your state of residence. POD and Totten Trust accounts are accounts which are payable on request to a depositor during the depositor's lifetime and upon the depositor's death, to one or more designated beneficiaries or payees, or which are payable to two or more depositors during their lifetime and upon death of all depositors to one or more designated beneficiaries or payees. Prior to the death of all depositors to the account, the Bank may pay funds in accordance with your P.O.D. designations along with this Agreement. When the Bank has received proof it deems satisfactory, of the death of all depositors to the account who, pursuant to the terms of the account agreement, were required to predecease the beneficiary or payee, the Bank may pay any funds remaining on deposit after payment of any amounts due Bank from depositor that accrue or related to a transaction initiated by depositor prior to such depositor's death in the account to the beneficiary or payee. If there is more than one beneficiary or payee, the Bank shall not, unless the account agreement otherwise provides, pay to any such beneficiary or payee more than that amount which is obtained by dividing the total of the funds on deposit in the account by the number of beneficiaries or payees, but the Bank may require, at its option, joint instructions of, or payments to, all beneficiaries or payees.

We may, at its option require you to close your account and open a new one if you wish to change (add, delete or change allocation among) any death beneficiary and in such case, if the Bank no longer offers the account type which you currently have, you may be required to select a new account type, which may include different fees, interest, and other features. Without limiting the foregoing, with respect to NY accounts, the Bank will require your account to be closed and a new account opened to add or delete beneficiaries or to change any allocation among beneficiaries.

If you have opened an account as custodian for a minor beneficiary under a state's

Uniform Transfers/ Gifts to Minors Act, the account is controlled by you, but the funds are owned by the minor. You can designate a person or entity as a successor custodian to act when you resign, become legally incapacitated, or die. You will not be allowed to pledge the account as collateral for a personal loan to you or cash checks against the account, except as otherwise permitted by law. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that if your account is identified as one offered only to individuals or unincorporated non-business associations, it shall not be used for business purposes.

(b) Business Accounts

Where a corporation, unincorporated association or limited liability company, partnership, including a limited partnership, limited liability partnership, or joint venture, government entity or sole proprietor is designated or appears on a signature card as the owner of such account, then the account is payable only to or on the order of the business, and not to any individual director, shareholder, member or partner thereof except as they may be a payee on a check or other item drawn on your account. You further represent and agree that the business has taken all actions necessary to open and maintain banking accounts at the Bank and that all resolutions and/or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You also agree that we are not obligated to cash checks payable to you or to accept "less cash" deposits. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that each eligible signer is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. The person(s) so designated is authorized to sign any and all checks, drafts and orders drawn against any designated account(s) of the business at the Bank. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

17. Interest

Your account, if designated as interest-bearing, will earn a variable rate. Your interest rate and Annual Percentage Yield may change at our discretion at any time without notice or limit. The interest rate and annual percentage yield applicable to your account on the date your account is opened will be set forth on a separate "rate sheet" or other interest rate disclosure provided to you when your account is opened. That interest rate disclosure is considered a part of this Agreement.

18. Certificate of Deposit (CD)

A time deposit offered at the Bank is non-negotiable and non-transferable except a certain type of time deposit that is deposited as a security deposit to the government agencies. The certificate we issue is a receipt of the deposit that explains the terms of the deposit. Fixed maturity time deposits stop earning interest at maturity and upon maturity, are treated as demand deposits unless the certificate or receipt indicates on its face that the account is automatically renewable, or such certificate is renewed within 10 calendar days after maturity. Automatic renewable time deposits will be renewed at the interest rate in effect at the time of renewal. If your account is redeemed during the ten-day grace period, it will not earn interest after the maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date.

If we permit you to withdraw all or part of your time deposit account before maturity, you will be required to pay an early withdrawal penalty. The early withdrawal penalty will depend upon the original term of the deposit. The application of these penalties can result in a reduction of the principal amount.

19. Fees and Service Charges

Your account is subject to the fees described in the Fee Schedule that applies to your account and you agree to pay all applicable service charges. You authorize us to charge your account for these fees and service charges at any time whether or not such fees or charges will result in an overdraft of your account or, where there are not sufficient funds in your account to cover your fees and services charges, to bill you separately. You acknowledge and agree that the funds in your account that may include any federal or state benefits (including direct deposit of Social Security) that you choose to deposit can be used to pay

such fees and service charges.

Fees and service charges are collected on the last day of the statement cycle or the date the account is closed. Fees for these services may vary from state to state. We may change these fees at any time without notice unless otherwise required by law.

20. Dormant Accounts

Accounts with no deposit or withdrawal transaction for 12 consecutive months are considered inactive unless you contact us within that time period. A time deposit is classified as inactive if you do not withdraw the funds within 30 days after it matures, or if automatically renewable, you do not contact us regarding the deposit for a substantial period of time. A Safe Deposit Box that is delinquent in the service charge for longer than 6 months is considered inactive. We will try to contact you before we classify the account as dormant. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law. Checking accounts and NOW accounts may be charged dormant account fees in addition to the normal service charges (e.g., monthly maintenance fees, etc.) while it is in dormant status, subject to applicable law. We may refuse to pay items drawn on or payable out of a dormant account. We may be required to turn over (escheat) account funds to the state if you fail to do one of the following within the time period specified by applicable state law: (a) make a deposit to or a withdrawal from the account; (b) correspond in writing with us about the account; or (c) otherwise indicate an interest in the account, as evidenced by a memorandum or other record on file with us. We may impose a fee for sending a dormant account notice to you prior to turning the funds over to the state. If funds are remitted to the state, you may file a claim with the state to recover the funds. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely manner to confirm the transaction's authorization.

21. Telephone and Electronic Communication

By providing us with a cellular phone number or a number for a mobile device, including a number that is later converted into a cellular phone number, you are expressly consenting to receiving communications from us and our affiliates or agents at that number, including but not limited to prerecorded and artificial voice message calls, text messages, and calls made using an automatic telephone dialing system. This express consent applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur fees from your cellular provider. We may monitor and/or tape-record any of our telephone and/or electronic communications (including electronic mail messages, text messages, live or instant chat) or any other communication in any form, for quality and control purposes and to ensure better service to you.

22. Powers of Attorney

If you choose to designate a Power of Attorney form other than one provided by us, we may recognize it, but we reserve the right to refuse to honor any Power of Attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the Power of Attorney, subject to the laws of your state. The best way to determine whether we will recognize a Power of Attorney is for you to bring the Power of Attorney form and your agent into our office and we can advise you then if we will recognize and act upon the form you present.

We reserve the right to refuse to follow the instruction of an attorney-in-fact to designate the attorney-in-fact as a joint account holder, ITF beneficiary, or POD beneficiary to the account. In the event you choose to revoke your power of attorney, you must send a written notice to the branch where your account was opened.

23. Adverse Claims

Upon receipt of oral or written notice from any party of a claim regarding the account, we may place a hold on your account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your account or any other withdrawal

instruction. We may file an action in interpleader with respect to any account where we have been notified of disputed claims to that account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction or to interplead any funds in the account.

24. Releasing Account Information

You authorize us to release information regarding the current status and history of your account to others. We may release information: (1) where it is necessary or helpful to complete a transaction; (2) to verify the existence and condition of your account for a third party, such as a merchant or another financial institution; (3) to comply with applicable law or a court order; (4) when an inquiry is made regarding whether your account has sufficient funds to cover a check drawn on your account; (5) with your authorization; and (6) for other legitimate business purposes.

25. Legal Process

If we are served with any legal process relating to your account, we must comply with

the instructions of the legal process with which we are served. Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail or by facsimile transmission at any of our offices, even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. Any garnishment or levy against your account is subject to our right of set off against the account. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorney's fees, court costs and expenses, in complying with the legal process. We may comply with the process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. We may notify you of such process by telephone, electronically or in writing at the last address or telephone number we have in our records for you unless we are prohibited by law or court order from doing so. Accounts opened with trust or fiduciary designations may be subject to legal process unless our records contain an expressly written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction, and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. You agree that we shall not be liable for indirect, special, or consequential damages regardless of the form of action, and even if we have been advised of the possibility of such damage.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates. We may notify you of such process by telephone, electronically or in writing at the last address or telephone number we have in our records for you unless we are prohibited by law or court order from doing so.

26. Right to Set-Off

The law provides that we may take funds on deposit in your account to satisfy a debt you owe us which is not paid when due. This is called the right of set-off. If we exercise this right of set-off, we shall comply with all applicable laws and regulations, and we will notify you promptly of the action taken. All sums in a deposit account are subject to our right of set-off for liabilities owed to us by any or all of the account holders, to the fullest extent permitted by law. If your account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt without prior notice to you. This right of set-off does not apply if the debt is created under IRA or tax-qualified retirement accounts, consumer credit card plans or your right to withdraw funds from the account arises only in a representative capacity. You also acknowledge and agree that any federal benefits or other payments deposited to your account after a date of ineligibility must be returned to the federal government or other payor, as applicable, and we may set-off against any of your accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. If we make a set-off against your account, you agree to release and indemnify us from all liability for our actions.

If you or any joint owner draws a check or otherwise authorizes withdrawals not presented for payment until after the drawer's death, or if any joint owner is indebted to us at the time of his or her death, we are authorized to pay such checks and withdrawals and exercise our right of set-off against the account after such joint owner's death, notwithstanding any rights that a surviving joint owner, a POD payee or a beneficiary of an ITF or "trustee for" account may have to funds in the account. If we exercise our right of set-off against an account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty.

27. Waiver and Precedents

We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as otherwise set forth in this Agreement. Additionally, if we take certain actions beyond our obligations in this Agreement, it does not mean we are bound to take the same action in the future. For example, if we make funds available to you for withdrawal ahead of schedule, it does not mean we have to always pay ahead of schedule, and if we pay an overdraft check,

it does not mean we have to pay every overdraft check.

28. Closing Account

We may honor any authorized signer's request to close or suspend an account. At our discretion, we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the releasing suspension of an account. We may return checks or other items, marked "Refer to Maker" (or similar language), in the event there is a dispute over the ownership or control of an account.

We may close your account at any time, with or without cause, and remit the balance to you at the last address we have on file for you. We may close your account if your account becomes overdrawn and uncollectible, or your account balance reaches zero. If we close your account, we may send you a written notice that the account is closed on the date we close your account. We will return the balance in your account less any fees or service charges, claims, setoffs or amounts you owe us if such net amount exceeds one dollar. You may close your account at any time by providing notice to us, subject to any applicable early withdrawal penalty. However, you will remain liable for the payment of accrued fees on the account and for checks in the process of collection.

We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed by you or by us.

At our option, we may honor checks, withdrawal orders, items or transactions after an account is closed if the transaction was part of an electronic fund transfer system or if you fail to place a stop payment order for any outstanding checks or other items. You shall remain responsible and liable for such checks, items, and transactions. If an interest-bearing account is closed for any reason before accrued interest is actually paid, interest may not be paid for the current interest period.

29. Change in Account Agreement

We reserve the right to change the terms or conditions of any account, except as required by law and except as provided in writing at the time an account is opened. We may give advance notice of any changes as required by law. Any changes will take effect immediately unless stated otherwise in any notice we send you.

30. Laws Governing Your Account

Except as otherwise provided in this Agreement, all rules and regulations of applicable federal law and the laws of the state where we maintain your account will govern your account and the interpretation of this Agreement. All deposits, items transmitted for collection, and any other transactions concerning your account are subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

31. Liability

You agree that we shall be relieved of any and all liability for acting upon your instructions or not following your instructions when we reasonably believe that doing so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices. You agree that we shall not be liable for direct, indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged drawer's signature or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the item.

32. Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action.

33. Dispute Resolution by Arbitration

YOU SHOULD READ THIS PROVISION CAREFULLY. THIS SECTION PROVIDES, WITH CERTAIN EXCEPTIONS STATED BELOW, THAT ANY DISPUTE MUST BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES YOUR RIGHT TO GO TO COURT, INCLUDING THE

RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER ACTIONS IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED OR MAY ALSO BE WAIVED.

(a) Agreement to Arbitrate; Claims Covered by Arbitration

Either you or we may elect, without the other's consent, to require mandatory, binding arbitration of any claim, dispute, or controversy between us or concerning your

deposit accounts to be resolved, except specifically excluded below. Any claim relating to or arising out of your account, this Agreement, or our relationship will be subject to arbitration. Any claim raised by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising from or relating in any way to this Agreement, any prior account agreement between you and the Bank, or the advertising, the application for, or the approval of your account will be subject to arbitration. Any claim originating from or relating to this Agreement will be subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation or enforceability of the Prohibition of Class and Representative Actions and Non-Individualized Relief section above or the Severability section below, shall be for a court of competent jurisdiction to decide. This includes a claim based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law, or any request for equitable relief and includes a claim made as a counterclaim, cross-claim, third-party claim interpleader or otherwise. Any party to a proceeding in court may elect arbitration with respect to any claims advanced in the lawsuit by any party or parties. Any claim made as part of a class action or other representative action, being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

(b) Claims Excluded from Arbitration

As an exception to this arbitration provision, you retain the right to pursue in a small claims court, any Claim that is within that court's jurisdiction and proceed on an individual basis.

(c) Commencement of Arbitration Proceedings

The party filing a claim in arbitration must select either one of the following two national arbitration administrators: Judicial Arbitration and Mediation Services, Inc. ("JAMS") or American Arbitration Association ("AAA"). Once you initiate the arbitration, you must notify us in writing at SHINHAN BANK AMERICA, Attention: Legal Department, 475 Park Avenue South, 4th floor, New York, NY 10016. If we file a claim in arbitration, we will notify you in writing at your last known address on file. A copy of the arbitration rules for the two arbitration administrators as well as additional information about initiating arbitration can be obtained by contacting the administrators:

JAMS:	AAA:
800-352-5267 (toll-free)	800-778-7879 (toll-free)
Website: www.jamsadr.com	Website: www.adr.org

The arbitration shall be conducted in the same city as the U.S. District Court closest to the branch where your account is held at the time the claim is filed unless the parties agree to a different location in writing.

(d) Administration of Arbitration

The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration claim is filed unless any portion of that code or those procedures is inconsistent with any specific terms of this arbitration provision and/or this Agreement, in which case this arbitration provision and this Agreement shall prevail. The arbitration will be conducted before a single, neutral arbitrator, either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the arbitration organization. The arbitrator will apply the applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award a party any damages or other relief provided for under applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the claim between you and us. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors and assigns, or any other person obligated on the Account, is involved.

(e) Arbitration Award

Any decision rendered in such arbitration proceeding will be final and binding on the parties unless a party appeals in writing to the arbitration organization within thirty (30) days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules and laws that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed

under the FAA. A party may seek to have a final and binding award entered as a judgment in a court of competent jurisdiction.

(f) Governing Law for Arbitration

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

(g) Costs Involving Arbitration

The party initiating the arbitration shall bear the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is a good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

(h) No Class Action of Joinder of Parties/Prohibition of Class and Representative Actions and Non-Individualized Relief

If you or we elect to arbitrate a claim, the arbitration will be conducted as an individual action. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such claim be pursued in court if either you or we elect arbitration. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any claim between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration claim if either you or the Bank so elects. Unless mutually agreed to by you or us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration, unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction, whether or not the claim may have been assigned.

(i) Right to Resort to Provisional Remedies Preserved

Nothing herein provided shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

(j) Severability, Survivability

These arbitration provisions shall survive:

- (1) termination or changes to your deposit accounts, or any related services we provide;
- (2) the bankruptcy of any party; and
- (3) the transfer or assignment of your deposit account or any related services we provide.

If a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply, except that if a court decides that any of the provisions in the **Prohibition of Class and Representative Actions and Non-Individualized Relief** section above is invalid or unenforceable as to any claim for relief, and that decision is not reversed on appeal, then any such claim (and only that claim) must be severed from the arbitration and may be litigated in court. For example, if any provision of that section is held unenforceable as to a claim for injunctive relief, but enforceable as to a claim for monetary damages, the claim for monetary damages must be arbitrated according to all terms of the Agreement to Arbitrate and only the claim for injunctive relief must be severed from arbitration and litigated in court. If any claim for relief must be severed from arbitration, you and we agree that any severed claims will only be litigated in court after an arbitration award is entered in court on any related claims subject to arbitration under this Agreement to Arbitrate provision. No provision of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

34. Compliance

You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You agree to comply with all applicable laws, and you may not use your account or our services for any illegal activity.

Federal Law prohibits banks from processing activities related to Internet gambling. If we detect activity in your account that is related to Internet gambling, we will notify

you that the activity must stop. If we continue to see such activity, your account will be closed.

35. Other Agreements

You may have other agreements with us which, by its terms, supersede this Agreement in whole or in part. For example, if you are a business customer, certain provisions of your other agreements (such as a Remote Deposit Capture Agreement or ACH Origination Agreement) may supersede some of the terms of this Agreement, to the extent that they are inconsistent. If you are a consumer, your accounts may also be governed in part by one or more electronic fund transfer agreements.

36. Transfer and Assignments

You may not grant, transfer, or assign any of your rights to an account without our prior written consent. We are not required to accept, pass upon, or recognize an attempted assignment of an account, including a savings account, or any interest in it.

37. Additional Terms for Business Accounts

All other sections of this Agreement apply to consumer and business terms alike unless a government rule or contract term specifically states otherwise. The following sections apply to accounts established and used primarily for business purposes.

(a) Indemnification. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

(b) Facsimile Signature. You agree that if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature, or do not otherwise provide your personal signature on a check, you agree that you shall have the sole responsibility for maintaining security of any such computer, stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device or of any facsimile signature that reasonably resembles the signature you use, whether or not you are negligent.

38. NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide this notice to customers before any "negative information" may be furnished to consumer reporting agencies. "Negative information" about your account that we may report to credit bureaus includes late payments, missed payments, overdrafts or other delinquencies and defaults. These may be reflected in your credit report.

II. Funds Availability Policy

1. All regions

(a) Your Ability To Withdraw Funds:

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

(b) Determining the Availability of a Deposit:

The length of the delay is counted in business days from the day of your deposit. A business day is any day that is not a Saturday, Sunday, or federal holiday. If you make a deposit before 5:00 PM local time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM local time or on a day we are not open, we will consider the next business day to be the day of your deposit. If you make a deposit on a business day through a Shinhan Bank America ATM no later than 4:00 PM local time, we will consider that day to be the day of your deposit. However, if you make a deposit after this stated time, or on a weekend, a federal holiday, a state holiday, or a day we are closed, we will consider the next business day to be the day of your deposit.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability:

Funds from electronic direct deposits, cash, wire transfers, and checks drawn on Shinhan Bank America to your account will be available on the day we receive the deposit.

Next-Day Availability:

Funds from the following deposits made into the account of the payee are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.

If you make the deposit in person to one of our employees and into an account of the payee; funds from the following deposits are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits:

Funds you deposit by check will be available the second business day after the day of deposit. The first \$275 of your deposits, however, may be available on the first business day after the date of deposit.

(c) Longer Delays May Apply:

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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 seventh business day after the day of your deposit.

(d) Special Rules for New Accounts:

If you are a new customer, the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits, cash, and wire transfer to your account will be available on the day we receive the deposit
- The first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip).
- The excess over \$6,725 will be available on the ninth business day after the day of your deposit.
- If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

(e) One-Time Notice of Exception Hold on Business Accounts

This notice applies only to business customers. It will serve as your only notice if we delay the availability of checks deposited into your account for the following two reasons:

- Checks totaling more than \$6,725 on one business day. The first \$275 from such deposits will be available on the first business day after the day of deposit. An additional \$6,450 will be available on the second business day after the day of deposit.
- You re-deposit a check that has been returned unpaid.

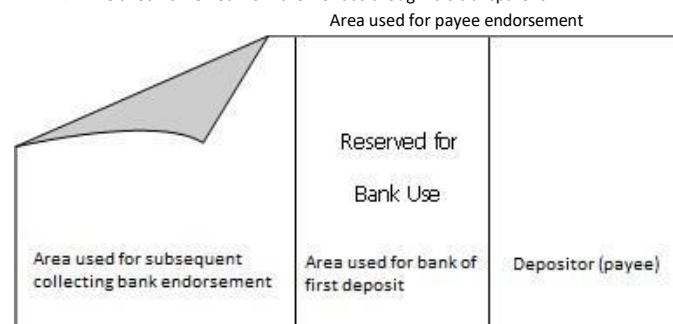
In both cases the entire amount of funds will generally be available no later than the seventh business day after the day of deposit.

2. Important Endorsement Standards for Your Account

Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as result. The Bank's endorsement standards are:

- ◆ Customer endorsements must be placed in the 1½ inch area starting at the left side of the check;
- ◆ Endorsements should be clear, written in black or dark blue ink if possible, and never in a faint color like red, pink, or pastel, which do not copy well;
- ◆ The remaining area of the check cannot contain any pre-printed stamped or handwritten customer information. The diagram below illustrates where the endorsements must appear to comply with these endorsement standards; and

- ◆ The check is viewed from the front as though it is transparent.



III. Check 21 – Substitute Checks

1. What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with the slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

2. What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we are able to demonstrate that the substitute check was correctly posted to your account later.

3. How do you make a claim?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Shinhan Bank America	Shinhan Bank America
Operations Support Department	Operations Support Department
475 Park Ave. South FL4	Or 3000 W. Olympic Blvd.
New York, NY 10016	Los Angeles, CA 90006

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

IV. Electronic Fund Transfer (EFT)

1. Personal Accounts

The Electronic Funds Transfer Act and Regulation E require that we disclose to our customers the terms and conditions of our electronic fund transfer services. Once an electronic fund transfer service is established, any authorized person on the account may conduct electronic fund transfer transactions through our Automatic Teller Machine (ATM) or Point-Of-Sale (POS) transfer services, or by internet banking or telephone or any preauthorized arrangement between you and third parties.

2. Business and Other Non-Personal Accounts

The provisions in this Electronic Funds Transfers section dealing with "Our Liability for Failing to Make Transfers," "Your Liability," and "In Case of Errors or Questions About Your Electronic Funds Transfers" DO NOT apply to business or other non-personal accounts. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or error, and must send us written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts.

We may process transactions that are initiated by means of a PIN for non-personal accounts, even if the transactions are not initiated or authorized by the owners unless we are notified in advance that the PIN has been lost or stolen. The owners of non-personal accounts assume sole responsibility for any authorized use of the account's PIN and shall indemnify, defend and hold the Bank harmless from all claims, actions, proceedings, losses and damages related to or arising out of any unauthorized transactions.

All employees of a company who are granted use of cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this agreement. Accordingly, such employees shall be jointly and severally liable for any debits effectuated under the card issued to the respective employee, whether authorized or unauthorized, and whether arising from lost or stolen cards. In the event of a lost card or of unauthorized use of a card, the Bank must be notified immediately.

3. Electronic Fund Transfer Services

The following services are categorized as Electronic Fund Transfer Services:

- Direct Deposit
- Telephone Banking
- ATM/Debit Card
- Internet Banking and Bill Payment

4. ATM or Debit Card Agreement

If your card is lost or stolen or if someone else might be using it without your permission, you must notify us immediately or call us at 1-800-554-8969. You are also responsible for any EFT transaction made by someone else to whom you have given your Card or PIN. If you provide your Card and PIN to someone you are giving them full authority to access your account. You must notify us in writing (at the address listed in section 11 of this Part (IV.)) to rescind such authority.

Most merchants send pre-authorization requests prior to your purchase. We may authorize or refuse to authorize the transaction based on a different amount than the pre-authorization request because some merchants send in a pre-authorization request for an amount that is unrelated to the actual amount of the purchase. When a pre-authorization is received from a merchant, we will place a hold on funds in your account to pay for your purchase. However, for some types of purchases such as gas purchases, car rentals, dining, or hotel reservations, we may place a hold for a longer period. If the pre-authorization is more or less than your actual purchase amount, the hold may remain even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired.

We will not authorize a debit card transaction if your available balance on your account is not enough to pay that transaction. If a transaction overdraws your account due to a communication error during a transaction, we will not assess an insufficient fee or any other fees.

Our policy is to post and pay card transactions in the order they are received. We reserve the right to pay card transactions before checks and other items.

VISA debit card or ATM card is issued with a PIN and may be used to obtain cash or purchase goods or services by means of an EFT. When used with your PIN, the resulting EFT transaction made with your VISA Debit Card / ATM Card is covered by Regulation E and is NOT considered to be a VISA card transaction. Only the transaction that involves

your signature is considered to be VISA card transactions and covered by VISA rules and regulations. You are solely responsible for keeping your PIN safe and secure at all times. You agree not to share your PIN with anyone else and not to write your PIN on

the card. ATM owners and POS merchants may assess a fee when you use their services. The fee should be disclosed before you complete the transaction and will be added to the amount of the transaction that is posted to your account if you agree to the disclosed fee. You understand that the Bank has no control over surcharges and agree that the Bank is under no obligation to refund surcharges. There are no charges to you when you use your card at an ATM owned by the Bank. When a non-customer of Shinhan Bank America uses the Bank's ATM, we charge a fee per transaction.

Your card shall remain the property of the Bank. Your card is NOT transferable and must be surrendered upon demand. Your VISA Debit Card / ATM Card may be canceled by the Bank at any time without prior notice. The Bank may, from time to time, change the terms of the VISA Debit Card / ATM Card Agreement by mailing or delivering written notice of the change(s) to you at your address in the Bank's records or by posting notice of the change(s) at the Bank twenty-one (21) days prior to the effective date.

You agree that you will NOT give your card or PIN to any other person. You agree that you will NOT write your PIN on your card, NOR will you keep your PIN and your card together in the same place, such as your wallet or purse. You agree that if your card or PIN is lost, misplaced, or stolen or if you believe that someone has transferred or may transfer funds from your account without your permission, YOU SHOULD NOTIFY THE BANK immediately. If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could be liable for as much as \$500.

To protect your assets from debit card frauds, we will initially block any transactions originating from a foreign country. If you plan to travel abroad, you are responsible for requesting removal of this restriction prior to your trip. If you make a transaction with your card to withdraw funds in a currency other than U.S. dollar amount, the transaction amount will be converted into the U.S. dollar. The exchange rate applied to card transactions that occur in a different currency will be either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives; or
- The government-mandated rate in effect for the applicable Central Processing Date

This exchange rate may differ from the rate on the date you used your Card. We will add an Exchange Rate Adjustment fee to the amount the network charged us for foreign currency transactions.

You may cancel your card by contacting us. We can refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there is potentially fraudulent, suspicious, or illegal activity on your account. You may close your account at any time by visiting a local branch. However, you remain responsible to pay any pending charges or fees and overages according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice and you must return the card to us upon request.

For your protection, your card is issued with an expiration date. If your account is in good standing upon the expiration of your card, we may renew your card by issuing a renewal card. We have right to not to issue a renewal card if your account is not in good standing. Each VISA Debit Card / ATM Cardholder acknowledges that he/she shall be individually and jointly liable for the payment of all sums owing under the terms and provisions hereof. Your obligation to pay for transactions on your account continues regardless of agreements, divorce decrees or other court judgments to which we are not a party. Overdrafts may be covered by transferring funds from other accounts under cardholder's authority or cash deposits.

You agree to be unconditionally and without limitation liable for all debits effectuated by use of the cards, whether authorized or unauthorized, whether utilized by employees or some other persons and whether arising from lost or stolen cards.

5. Types of Available Transfers and Limits

(a) Account access:

You may use your card and/or code to:

- Withdraw cash from your checking account;
- Make deposits to your checking account; and
- Pay for purchases at places that have agreed to accept the card.

Your checking account will be charged directly for these transactions. Some of these services may not be available at all terminals.

Additional type of electronic funds transfer services are:

- Preauthorized debits for payment of bills to third parties;
- Preauthorized credits for deposits to your account; and
- Transfer of funds between your accounts by telephone.

(b) *Limitations:*

For personal accounts, you can withdraw up to \$400 from any ATM and make POS purchases up to \$2,000 each day. For business accounts, you can withdraw up to \$600 from any ATM and make POS purchases up to \$4,000 each day. Regardless of your account type, you can make withdrawals or POS purchases up to 20 times per day. Also, we may allow transactions that exceed your limits at our discretion.

However, we may temporarily reduce your limits without any notice, for security purposes, or change your limit permanently with prior notice to protect your account. We may also restrict your card access if your account becomes inactive or dormant.

6. Charges for Transfers

We do not charge fees to our customers for using ATMs owned by the bank or ATMS in the AllPoint Network. We do not charge fees to our customers when using ATMs not owned by us, but you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

7. Right to Receive Documentation of Transfers

(a) *Terminal transfers:*

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or POS terminals.

(b) *Preauthorized credits:*

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made.

(c) *Periodic statements:*

You will get a monthly account statement unless there are no transfers in a particular month. However, certain foreign-initiated transfers may not be reflected in our periodic statement.

8. Bank Business Days and Transfer Cutoff Time

Our business days are Monday through Friday. Saturdays, Sundays, and Federal Holidays are not included. Cut-off hour for ATM transactions is 4:00 PM local time of each business day. The Bank may open branches on a weekend or holiday, but we may treat the transaction as if we had received it on the next business day. The transfer date ("Transfer Date") is the date we will transfer funds from one account to another, provided we receive your transfer instructions no later than 9:00 p.m. Eastern Time "Cutoff Time" on the date you designate as the Transfer Date for all transactions. Transfer instructions received after 9:00 p.m. Eastern Time will not be processed until the next business day. The transfer date you specify must be a business day. Funds transferred to deposit accounts held by us and made after the Cutoff Time or on a non-business day will be available for immediate cash withdrawal at ATMs; however, the funds will not be available to cover off-line payments such as paper checks until the next business day.

If you specify a transfer date that is not a business day, or if we receive your transfer instructions after 9:00 p.m. Eastern Time on the date you designate as the transfer date, we will consider the next business day as the transfer date and we will process the transfer on that date and debit and credit your accounts accordingly.

9. Disclosure of Account Information to Third Parties

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

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

10. Our Liability for Failure to Make Transfers

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

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer will go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.
- If the funds are subject to legal process or other encumbrance restricting such transfer.

11. Your Liability

If you believe your card and/or PIN has been lost or stolen, please call us at 1-800-554-8969 immediately. If you believe someone has transferred or may transfer money from your account without your permission, please visit your local branch to complete an affidavit or call us at 1-877-770-SHBA (7422). You may also write us at:

Shinhan Bank America		Shinhan Bank America
Operations Support Department		Operations Support Department
475 Park Ave. South FL4	Or	3000 W. Olympic Blvd.
New York, NY 10016		Los Angeles, CA 90006

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your card and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or PIN without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

12. In Case of Error or Questions about Your Electronic Transfers

If you feel that any statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt, contact us as soon as you can in writing no later than 60 days after we send the first statement on which the problem or error appeared:

Shinhan Bank America		Shinhan Bank America
Operations Support Department		Operations Support Department
475 Park Ave. South FL4	Or	3000 W. Olympic Blvd.
New York, NY 10016		Los Angeles, CA 90006

Please make sure you,

- (i) Tell us your name and account number.
- (ii) Describe the error or the transfer and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days if the transfer involved a new account). If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provide provisional credits to your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finished our investigation. You may ask for copies of the documents that we used in our investigation.

For business accounts:

We will attempt to follow the procedures described above, but we are not legally required to do so.

You are required to notify us within 60 days of the mailing date of the first statement showing any unauthorized transactions to be eligible for the Visa Zero Liability policy. We may impose greater liability on you if we reasonably determine that the unauthorized transaction was caused by the negligence or fraudulent action of you - which may include your delay for an unreasonable time in reporting unauthorized transactions.

13. Stop Payment of Preauthorized Transfer

(a) *Right to stop payment and procedure for doing so:*

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You can call or visit your local branch in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may impose a fee for each stop payment order you give.

(b) *Notice of varying amounts:*

If these regular payments vary in amount, the person you are going to pay will tell you, 10

days before each payment, when it will be made and how much it will be. You may choose instead to get this only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(c) Liability for failure to stop payment of preauthorized transfer:

If you told us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

14. Special Rules for International Wire Transfers by Consumers

If you are a consumer initiating an international wire transfer for personal or household purposes to a designated recipient in a foreign country, you will receive two disclosures from us.

The first disclosure is a pre-payment disclosure provided to you at the time of your wire transfer request but before the payment is made from your account. This pre-payment disclosure includes the requested transfer amount, any fees or taxes imposed by the Bank, the total amount of the transaction, and the exchange rate of the currency that you specify in your request. In addition, it will also include any fees imposed by third parties, the requested transfer amount, and the total amount to be received by the recipient in the foreign currency.

The second disclosure will be provided at the time when your account is debited and it will repeat the information in the first disclosure and additional information such as the date the funds will be available to the recipient, the information you provided that identifies the recipient, and a statement of your rights in the event of an error or if you wish to cancel the transfer within 30 minutes of your confirmation of the transfer.

Please note that the recipient may receive less than the total amount disclosed on the receipt due to foreign taxes and fees charged by the recipient's bank or other intermediary bank, which we are not required to disclose.

You represent and warrant to us that you will provide accurate recipient information such as name, address, account number, bank name, bank address, and intermediary bank information, if applicable. We may rely upon the account number of the recipient, the ABA routing number of the recipient bank or any intermediary bank, as instructed. The recipient bank in this application may make payment on the basis of the identifying number even though it identifies a person or entity different from the named recipient in this application. Also, you could lose the transfer amount if you have provided an incorrect recipient account number or recipient bank identifier.

In case of errors or questions about your wire transfer, you must contact us within 180 days of the date we indicated to you that funds would be made available to the recipient by calling your local branch or writing us at:

Shinhan Bank America	Shinhan Bank America
Operations Support Department	Operations Support Department
475 Park Ave. South FL4	Or 3000 W. Olympic Blvd.
New York, NY 10016	Los Angeles, CA 90006

When you contact us, please provide us with:

- (i) Your name and address or telephone number;
- (ii) The error or problem with the transfer, and why you believe it is an error or problem;
- (iii) The account number of the person receiving the transfer, and if you know it, his or her telephone number or address;
- (iv) The dollar amount of the transfer; and
- (v) The confirmation code or number of the transfer

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