



# Deposit Account Agreement

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## ACCOUNT AGREEMENT

Welcome to Hanmi Bank. These terms, your signature card, consumer privacy policy, applicable Fee Schedule, rate and Truth in Savings Disclosures (Disclosure of Account Terms), and the other information we provide to you when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by each, as the same may be amended by us from time to time. YOUR ATTENTION IS DRAWN TO THE DISPUTE RESOLUTION PROVISION. NOTE; IF A DISPUTE ARISES BETWEEN US, THIS AGREEMENT MAY REQUIRE THE DISPUTE TO BE RESOLVED THROUGH ARBITRATION OR TRIAL BY JUDGE WITHOUT A JURY. PLEASE CAREFULLY READ THE "DISPUTE RESOLUTION" PROVISION FOR DETAILS.

**Terms.** In this booklet, the words "you" and "your" refer to the owners and authorized signers of an account; "we," "us" and "Bank" refer to Hanmi Bank. Our "business days" are Monday through Friday, excluding holidays. Unless otherwise specified, the times indicated are local time in the state where your account is located.

**Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account.

**Individual Accounts.** When you apply for an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and, as applicable, photocopy the same for our records in accordance with applicable laws and regulations.

**Business Accounts.** Our accounts and services are available to corporations, professional corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, sole ownership businesses (sole proprietorships), unincorporated associations of persons, public agencies and foreign business entities. We will require documentation satisfactory to us before any account relationship is established and may require additional documentation from time to time thereafter, including as may be required by law. This may include, but is not limited to, documentation identifying beneficial owners of the business and individuals who will be conducting business with us on behalf of a business or entity, evidence of the legal status of the business or entity, evidence that the business or entity is in good legal standing and current financial statements.

## DEPOSITS

**Source.** We may accept items payable to you for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us.

**Endorsements.** We may add your endorsement and/or collect items deposited to your account without your endorsement. We also may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. You warrant that any third party checks you deposit to your account will be endorsed or authorized for deposit by all payees.

**Items Sent For Collection.** We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This sometimes occurs with foreign, questionable or damaged items. If we accept an item on a collection basis, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

**Verification and Collection.** Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. All deposits, including cash deposits, are subject to later verification.

**Cashing Checks for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit, stolen, etc.). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid, and we assume no responsibility for another institution's failure to make such payment.

**ACH Provisional Credits.** Credit for an Automated Clearing House ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, we may charge your account for the full amount without prior notice or demand.

**Refund of Credit.** You agree that if we do not receive payment for an amount credited to your account, we are entitled to a refund from you in the amount credited, and the party originating such payment will not be considered to have paid the amount so credited.

**Notice of Incoming Transfers.** We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You also can contact your branch or the Customer Call Center (1-855-773-8778) during normal business hours or access our Online Banking ([www.hanmi.com](http://www.hanmi.com)), Mobile Banking or Telebanking services (1-877-808-4266) to determine if a transfer has been credited to your account.

## FUNDS AVAILABILITY

**Your Ability to Withdraw Funds.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that after we make funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, federal holidays and other days that commercial banks are permitted to close in the state where your branch is located. On a business day that we are open, if you make a deposit before 2:00 p.m. local at an automated teller machine (ATM), or before 7:00 p.m. PST for Remote Deposit Capture, or before 5:00 p.m. PST for Mobile Banking or at a Branch, we will consider that day to be the day of your deposit. However, if you make a deposit after these hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left a branch, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, 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 (7th) business day after the day of your deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and 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 (9th) 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 (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available no later than the fifteenth (15th) business day after the day of your deposit.

**Holds on Other Funds.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that is already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **INTEREST ON DEPOSITS**

**Interest Rates.** Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for certificates of deposit (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. On tiered-rate accounts, the entire balance is subject to the interest rate for the balance tier of your end-of-day balance. For current rates, please contact us at 1-855-773-8778.

The Annual Percentage Yield stated for time deposits that earn compounded interest (but which permits interest to be withdrawn prior to maturity) assumes that interest remains on deposit until maturity. A withdrawal of interest and possibly principal will reduce earnings.

**Interest Calculations.** Interest is calculated on an actual/365 day basis (366 days for leap years), except for certain public fund accounts where interest is calculated on an actual/360 day basis. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (e.g., checks).

We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We also use a simple interest calculation by multiplying the principal balance by the interest rate and then by the term of the certificate of deposit.

**Payment of Interest.** Depending on the account, interest may be credited to your account at the end of your monthly or quarterly cycle, at maturity, or when your account is closed. See the Truth in Savings Disclosure (Disclosure of Account Terms) provided to you for details. Interest is paid to the last day of each payment period, the date of withdrawal, and the maturity date. Interest may be lost on some accounts if the account is closed prior to the end of the statement period or the regular interest payment date.

**Matured Time Deposits.** At maturity, certain time deposit accounts will automatically renew for a new term at the rate then in effect for accounts of the same type, amount and duration. You have a seven (7) calendar day grace period after maturity during which a withdrawal can be made without penalty. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable time deposit, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing time deposits. Time deposit accounts which do not automatically renew will stop earning interest at maturity.

**Early Withdrawals from Time Deposits.** Time deposit customers agree to keep funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals and additional deposits are not permitted. If we permit an early withdrawal of principal from a time deposit, we may impose an early withdrawal penalty. Tax penalties also may apply to premature withdrawals or distributions from IRAs.

## WITHDRAWALS

**Authorized Signers.** Your signature card or other account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Although your signature card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, such notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

We may pay any check that bears a signature or endorsement that we believe resembles an authorized signature on file with us. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid and enforceable, even if the principal agent relationship is not indicated on the check or instruction.

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 or obligation to investigate or question withdrawals or the application of funds.

**Requirements.** We may refuse to pay any check that does not have the required number of signatures or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. All checks written on your account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next business day.

**Order of Payments.** This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, deposits and credits are posted before debits and checks. We post certain transactions made to your account in groups at the end of each business day. Within each group listed below we generally pay items in order of amount (low-to-high). Checks and other Debits are usually posted in the following order:

- Outgoing wire transfers
- Telephone transfers
- Internet/mobile transfers between Hanmi Bank accounts
- Checks cashed at Hanmi Bank, over the counter withdrawals, "on us" checks (Hanmi Bank checks presented for deposit at Hanmi Bank)
- Debit card purchases
- Transactions presented through ACH
- ATM withdrawals
- Internet/mobile bill payments
- Checks presented for deposit at a financial institution other than Hanmi Bank

There are several exceptions to this, however. We also generally process previously authorized transactions (e.g., checks cashed at the Bank), wires, transfers, Bank fees and ACH debits before we pay your checks. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

**Discrepancies.** If there is a discrepancy in a check you have written between the amount set forth in numbers and the amount set forth in words or embossed numbers, we may utilize the amount in words in paying the item or may dishonor the item in its entirety, without liability.

**Limitations.** We may refuse or limit withdrawals from any office that is not your branch of account. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of an account. We may charge a fee or refuse to cash your check at any of our offices if a person is not our deposit or loan customer.

As described above, time deposits may be subject to penalties for early withdrawal. We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction or there is a dispute or question as to the ownership of account funds until the dispute is released or resolved. You may not use your account or any account-related service to conduct internet gambling transactions or any activity that would violate applicable law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably determine may involve illegal or suspicious activity.

**Non-Customer Check Cashing.** We may impose a charge on non-customers who cash your check at one of our branches. We also may require non-customers to present suitable identification, including a fingerprint, in connection with a transaction. If the person cashing a check fails to or refuses to satisfy our requirements, we may refuse to cash the check. We may limit the dollar amount for check cashing by non-customers.

**Advance Notice.** We reserve the right to require seven (7) days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account.

**Cutoff Hour.** We may treat the item as if we had received it on the next business day in the following scenarios:

- If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. PST at an ATM
- If we receive an item in the branch or via mobile deposit after 5:00 p.m. PST
- If we receive an item via remote deposit capture or using the automated phone system after 7:00 p.m. PST

**Electronic Presentment/Posting.** 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, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection.

Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

### **ACCOUNT LIMITATIONS**

**Deposits.** We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

**Cash Withdrawals.** Cash withdrawals or payments at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash available for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

**Time Deposits.** Unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing time deposit. Early withdrawals may be subject to a penalty.

### **FEES**

Our Personal Account Fee Schedule and Business Account Fee Schedule describe the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by Account Fee Schedules are available upon request. In addition to fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

If an average balance is required to avoid a fee, the average balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Monthly service charges are earned the first day of the statement period and collected on the last day of the statement period or the date the account is closed. Service charges are not prorated for partial months. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

### **ACH TRANSACTIONS**

The following terms apply to payments to or from your account that are transmitted through ACH.

**Consumer ACH Entries.** You agree that to the extent not governed by the Electronic Fund Transfer Act and Regulation E, and the "Electronic Fund Transfers" section of this Agreement, your rights and responsibilities as a consumer with respect to ACH transaction entries posted to your account, including without limitation ACH debit entries and ACH credit entries, shall be construed in accordance with the NACHA Operating Rules, as amended from time to time, and the laws of the state where your account was opened. You further agree that we may rely on the representations and warranties and statements of our rights contained in the NACHA Operating Rules and may credit or debit your account in accordance with those rules as instructed by the originator of the ACH debit or credit. Without limiting the foregoing, to the fullest extent permitted under NACHA Operating Rules and the laws of the state where your account was opened, you agree that credit that we give to you with respect to an ACH credit is provisional until we receive final settlement, and if we do not receive final settlement, you agree that we are entitled to debit your account in the amount of the ACH credit, and the originator who initiated the ACH credit shall be deemed not to have made payment to you. You further agree that credit given by a receiving bank to its customer for an ACH payment from your account is provisional until final settlement has been made or until payment is considered received under applicable law, and if final settlement or payment is not made or received, the receiving bank may be entitled to a refund from its customer and you, as the originator of the payment will not be considered to have paid your customer. Without limitation of the foregoing and to the fullest extent permitted under NACHA Operating Rules and the laws of the state where your account was opened, you also agree that if you receive an ACH debit entry that you determine is unauthorized or improper, you must provide us with a written statement of unauthorized debit under penalty of perjury or, at our election, a notarized affidavit, to notify us of your intent to return such entry by the sixtieth (60th) day from the settlement date. The settlement date is the date on which the ACH entry posts to your account. To the fullest extent permitted under NACHA Operating Rules and the laws of the state where your account was opened, you further agree that you lose your right to return such an ACH debit entry or to obtain a recredit to your account if you fail to notify us of your intent to return an unauthorized or improper ACH debit within the timeframes and in the manner set forth in this section.

**Commercial ACH Credit Entries.** Credit that we give to you with respect to an ACH credit is provisional until we receive final settlement. If we do not receive final settlement, you acknowledge and agree that we are entitled to debit your account in the amount of the ACH credit, and the originator that initiated the ACH credit shall be deemed not to have made payment to you. You agree that we may rely on the representations and warranties contained in the NACHA Operating Rules, and may credit your account in accordance with those rules as instructed by the originator of an ACH credit. We may accept an ACH credit on your behalf which is not subject to Regulation E, and your rights and responsibilities with respect to such ACH credit shall be construed in accordance with the NACHA Operating Rules and the laws of the state where your account was opened. Without limiting the foregoing, you agree that we are not required to provide you with next day notice of an ACH credit we accept on your behalf. However, we shall continue to notify you of the receipt of such payments in the periodic account statement we provide to you. You further acknowledge and agree that no ACH credit that we accept will cause us to be in violation of sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the Bank Secrecy Act, USA-PATRIOT Act or any other anti-money laundering statute, and that as required now or at any time by OFAC and the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"), the originator and receiver of international ACH credit entries will be subject to increased scrutiny.

**Commercial ACH Debit Entries.** You agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your account in accordance with those rules as instructed by the originator of the ACH debit. You further acknowledge and agree that we may rely on the representations of the original depository financial institution including, without limitation, that the ACH debit is properly authorized. Furthermore, we may accept an ACH debit on your behalf which is not subject to Regulation E, and your rights and responsibilities with respect to such ACH debit shall be construed in accordance with the NACHA Operating Rules and the laws of the state where your account was opened. Without limiting the foregoing, you agree that upon receipt of an ACH debit, except for Account Receivable Credit ("ARC"), Back Office Conversion ("BOC"), Point-of-Purchase ("POP") and International ACH Transaction ("IAT") entries, or as otherwise may be stated in the NACHA Operating Rules, you have until the next business day to determine if such ACH debit is authorized or proper. In the event you do not recognize an ACH debit (or ACH credit), notify us AT ONCE of the relevant facts.

**To Return Unauthorized Commercial ACH Entries.** All ACH entries may be returned in accordance with the NACHA Operating Rules. If you discover (or reasonably should have discovered) unauthorized ACH activity on your account, notify us AT ONCE. With the exception of ARC, BOC, POP or IAT entries, if you determine (or reasonably should have determined) that an ACH debit entry is unauthorized or improper, you acknowledge and agree that you must notify us of your intent to return such an entry by the next business day from the settlement date, by our Cutoff Hour deadline, to return it. The settlement date is the date on which the ACH entry posts to your account. If you receive an ARC, BOC, POP or IAT entry that you believe to be unauthorized or improper, you agree that you must provide a written statement of unauthorized debit under penalty of perjury or, at our election, a notarized affidavit, to notify us of your intent to return such an entry by the sixtieth (60th) day from the settlement date. You further agree that you lose your right to return or to obtain a re-credit to your account under the NACHA Operating Rules if you fail to notify us of your intent to return an unauthorized or improper ACH debit within the timeframes and in the manner set forth in this section. Under such circumstances, we may act on your behalf to request a "permissible return" from the financial institution that sent the ACH debit, but such institution is not required to comply with our request. To the fullest extent permitted by the NACHA Operating Rules and the laws state where your account was opened, you agree to hold us harmless from any loss you incur as a result of the unauthorized or improper ACH entry that is not returned within the timeframes set forth in this section and in accordance with the NACHA Operating Rules. Without limiting the foregoing, you agree to hold us harmless in the event it is later determined that the ACH entry was authorized, including without limitation, when the originator of such ACH entry seeks retribution. We strongly recommend that you review your account on a daily basis and consider carefully those to whom you provide your account information to help minimize fraudulent activity on your account.

### **ELECTRONIC FUND TRANSFERS**

The following terms apply to electronic fund transfers governed by the Electronic Fund Transfer Act, and Regulation E issued by the Consumer Financial Protection Bureau (e.g., consumer ATM and point-of-sale transfers, and consumer direct deposits or withdrawal of funds using ACH). It also applies to ATM Cards issued for business and other non-personal accounts. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account's signature card.

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

**ATM Card/Debit Card.** You can perform the following transactions with your ATM and/or Visa<sup>®</sup> Debit Card ("Card"), depending on the accounts and services associated with your Card:

- Withdraw cash from your checking or savings account;
- Make deposits to your checking or savings account;
- Transfer funds between your accounts;
- Pay for purchases at places that honor the Card; and
- Obtain account balance information.\*

\*Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. Some of these services may not be available at all terminals, and all deposits and payments are subject to later verification by us. If you have more than one account with us, some of these services may not be available for each account. Your Card cannot be used to transfer money into or out of your account without a personal identification number ("PIN") at ATMs and most POS terminals. For certain Debit Card transactions, you may be asked to sign a sales slip or provide identification rather than enter your PIN. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Debit Card purchase; however, you may be required to enter your ZIP code or another identifier. If you decide you do not want to use your Card, destroy it at once by cutting it in half and notify us in writing.

**Transaction Holds.** When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the final amount of the transaction, however, and we will release any excess amount when the transaction settles.

**ATM Safety.** You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction; take your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Don't display your cash; remove it from the ATM and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

**Card and PIN Security.** You agree not to disclose or otherwise make your Card or PIN available to others without our prior written consent. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return your Cards to us upon our request.

**Refunds on Purchases.** Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited.

**Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (Note: This rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We may impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

**Cancellation of Debit/ATM Cards.** At our discretion, we may cancel any Debit or ATM cards with more than one year of inactivity.

**Telephone Banking Service.** You can use this service by calling 1-877-808-4266 to transfer funds between your designated accounts with us, to obtain account information, and to pay your loan with us from your deposit account.



**Personal Identification Number.** We will provide you with a PIN in order to access this service and provide us with instructions. You agree not to disclose your PIN to others and to safeguard its confidentiality.

**Transfers.** We will transfer funds between your Bank accounts that have been linked to the service. Transfers cannot be made from time deposits. If we receive your transfer instruction prior to our daily cutoff hour, we will make the funds available for use or withdrawal on the next business day.

**Account Information.** You can obtain information regarding your Bank accounts that are linked to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the "Error Resolution" or "Liability" set forth below.

**Cutoff Hour.** We will act upon instructions received prior to 2:00p.m. PST on any business day. If we receive a transfer or payment instruction after the cutoff hour or on a non-business day, it may not be processed until the next business day.

**Internet Banking.** You may access your account(s) using your user ID, password, personal computer, and internet access to:

- (a) transfer funds between your checking and savings accounts;
- (b) review account balance and transaction history, for any of your checking or savings accounts;
- (c) download your account information to financial management software programs like Quicken<sup>®</sup> or Microsoft Money; and (d) conduct other transactions permitted by Hanmi Bank.

**Bill Payment Services.** Our Bill Payment Service is provided through the internet using Hanmi Bank Online. Your periodic account statement will include all bill payment transactions made through our Bill Payment Service. If you suspect that there are any errors in these statements, or if you want to confirm that a pre-authorized bill payment was made in accordance with your instructions, or if you believe an unauthorized bill payment has been or may be made, or if you have questions or need help, call or write us at the telephone number or address listed under "In Case of Errors or Questions About Your Electronic Transfers" below.

**Preauthorized/Automatic Transfers.** Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through ACH). Pre-authorized transfers do not include:

- (a) transactions initiated by check, draft or similar paper instrument,
- (b) transfers to or from business or other non-personal accounts,
- (c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account), or
- (d) transfers initiated by telephone.

Please note: If federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

**Limitations.** Certain transaction limitations are imposed on Money Market and Savings Accounts (See page 7). You may withdraw a total of \$300 per day from ATMs. You may use your Debit Card to withdraw funds from ATMs or purchase goods or services in PIN-based transactions up to the aggregate amount of \$300 per day. You also may use your Debit Card to purchase up to \$1,500 per day in goods or services for transactions that are not PIN-based (e.g., purchases made based on your signature or over the telephone).

Please note: Transactions occurring on weekends or holidays are aggregated, for purposes of these limitations, with transactions occurring on the next business day. For security reasons, there may be times when we further limit these amounts without prior notice to you. Different limitations may apply at terminals that are not owned and operated by us. You may not use your Card or account for any unlawful purpose or to conduct internet gambling transactions.

### **Record of Your Transactions**

**Receipts.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a POS terminal; however, receipts for transactions of \$15 or less may not always be available. All ATM transactions are subject to later verification by us.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-855-773-8778 to find out whether or not the deposit has been made.

**Account Statements.** Except for certificates of deposit, you will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**Varying Preauthorized Transfers.** If you have arranged in advance to make regular payments out of your account and the payment amounts may vary, the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice 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.

**Our Liability for Failing to Make Transfers.** If we do not complete an electronic fund 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. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We have reason to believe the transaction may not be authorized by you; or
- The transaction cannot be completed because your Card is damaged.

The above is not an exhaustive list of exceptions. There may be other exceptions not stated in our agreement with you.

### ***Your Liability for Unauthorized Electronic Fund Transfers.***

***For Personal Accounts Only:*** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) 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 (2) 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 lose as much as \$500.

Note: Under the Visa Rules, you will not be liable for the \$50 or \$500 amounts described above for transactions conducted with a Visa debit Card, provided you were not grossly negligent or fraudulent in the handling of your Card or account and you notify us within a reasonable time of becoming aware of such loss or theft.

If your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (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 prevented you from notifying us, please contact us and we may extend the time periods.

If you are a California resident, you will not be liable for the \$500 amount described above. If you are a New York resident, your liability for the unauthorized use of your Card will not exceed \$50.

***Business and Other Non-personal Accounts.*** The provisions in this Electronic Fund Transfers section dealing with "Our Liability for Failing to Make Transfers," "Your Liability for Unauthorized Electronic Fund Transfers," and "In Case of Errors or Questions About Your Electronic Transfers" (and related provisions on the back of periodic statements) **do not apply to business or other non-personal accounts.**

You should notify us *immediately* if you discover any unauthorized transactions or errors involving your Card or account. You must send us a written notice of the problem within a reasonable time, not to exceed fourteen (14) days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are liable for all unauthorized transactions made with your Card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. There is one exception to this liability: Under the Visa Rules, you will not be liable for unauthorized transactions conducted with a Visa debit Card, provided you were not grossly negligent or fraudulent in the handling of your Card or account and you notify us within a reasonable time of becoming aware of such loss or theft. This exception does not apply to Visa Corporate Cards or Visa Purchasing Cards. It is important that you review your statements closely. If you fail to notify us of unauthorized transactions within sixty (60) days after the first statement or report showing unauthorized activity was sent or made available to you, you will be liable for unauthorized transactions that occur after the sixty (60) day period has elapsed. Business Card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

***How to Stop Preauthorized Transfers From Your Account.*** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Hanmi Bank, Attn: Operations Administration, 3660 Wilshire Boulevard, PH, Los Angeles, California 90010, or by calling us at 1-855-773-8778.

We must receive your request at least three (3) business days before the payment is scheduled to be made. (Please note: If you fail to give us your request at least three (3) business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within fourteen (14) days after you call. If we do not receive the written confirmation within fourteen (14) days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages (except if we are prevented from complying with a stop payment request due to circumstances beyond our reasonable control).

***Lost or Stolen Card/PIN or Unauthorized Transaction.*** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number or write us at the address described in the preceding section. You should also call the number or write to the address if you believe a transfer has been made using the information from your check without your permission.

***In Case of Errors or Questions About Your Electronic Transfers.*** Call us at the number or write us at the address described above as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with copies of any supporting documentation related to the error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days in some cases for Visa Debit Card transactions) for the amount you think is in error, so that you will have the use of the money during the time that 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and we will debit your account for such an amount that was credited during the pendency of our investigation. You may ask for copies of the documents that we used in our investigation.

**Fees.** See our current Personal Account Fee Schedule for charges related to electronic fund transfer services. If you conduct a transaction at an ATM that is not operated by us, the operator of the ATM or any network utilized to effect the transaction may impose a fee.

**Business Days.** Our business days are Monday through Friday, excluding federal holidays and other days that commercial banks are authorized to close in the state where your account is located.

**Release of Account Information.** We may release information regarding your account and the transactions you perform. (See page 16).

**Change in Terms/Termination of Service.** We may add to, delete or amend the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may terminate or suspend your electronic fund transfer service immediately if: there is any breach of this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; there are conflicting claims to the funds in your account; or you request that we do so. If you ask us to terminate your account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized user.

## **DISPUTE RESOLUTION**

PLEASE READ THIS ENTIRE DISPUTE RESOLUTION SECTION (THIS "ADR SECTION") CAREFULLY, AS YOU ARE WAIVING CERTAIN LEGAL RIGHTS IN THE EVENT OF ANY DISPUTE WITH US, INCLUDING THE RIGHT TO A COURT OR JURY TRIAL, AND ARE AGREEING TO BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AMONG OTHER THINGS.

**A. Informal Dispute Resolution.** If any controversy, allegation, dispute or claim arises out of or relates to your account, this Agreement, its enforcement or our account services ("Dispute"), then you and we agree to engage in good-faith informal efforts to resolve the Dispute. Most concerns may be quickly resolved in this manner. You agree to send us a written description of the Dispute by email at legal@hanmi.com. The description of the Dispute should include your name, the nature or basis of the claim or dispute, the date the Dispute arose, and the relief sought. For a period of sixty (60) days from the date of receipt of notice, the parties agree to negotiate in good faith about the Dispute. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding.

**B. Binding Arbitration.** If we cannot resolve a Dispute as set forth in subsection (A) above of this ADR Section within sixty (60) days of receipt of the notice, then ANY DISPUTE ARISING BETWEEN YOU AND US (whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, or any other legal or equitable theory), whether arising before or after the effective date of these Terms, MUST BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION.

This agreement to arbitrate involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. The FAA, not state law, shall govern the arbitrability of all Disputes between the parties. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY.

Any Dispute will be resolved solely by binding arbitration in accordance with the then-current: (i) Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in effect if the matter involves a "consumer" agreement as defined by Consumer Arbitration Rule R-1; and if such Consumer Arbitration Rules do not apply then: (ii) the Commercial Arbitration Rules (collectively, "Rules") of the AAA, except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that the parties consent to in writing.

**C. Arbitration Process.** If after sixty (60) days the informal dispute resolution procedure set forth in subsection (A) of this ADR Section above is unsuccessful in resolving the parties' dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the AAA's list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules.

1. The arbitration may be conducted by electronic means, by telephone, or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location.

2. You and we will pay the administrative and arbitrator's fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the Rules. If the Rules (or other applicable arbitration rules or laws) require us to pay a greater portion or all of such fees and costs in order for this ADR Section to be enforceable, then we will pay the portion of fees and costs required under the Rules.

3. The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim.

4. The arbitrator will render a written award within the time frame specified in the Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an

individual to the extent available under applicable law, the Rules, and these Terms. The arbitrator shall apply the state law dictated by the Governing Law and Rules provision of this Agreement.

5. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

6. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), we will have the right to recover its attorneys' fees and expenses.

7. This arbitration provision shall survive termination of this Agreement or the closing of your account.

8. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

**D. Injunctive Relief.** The foregoing provisions of this ADR Section will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to our intellectual property rights (including any that we may claim are in dispute), our operations, and/or our products or services.

**E. No Class Action Matters.** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. Notwithstanding any other provision of this ADR Section, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision of this Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

**H. Small Claims Matters Are Excluded from Arbitration Requirement.** Notwithstanding the foregoing, either of us may bring any Dispute in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction.

**I. Your Choice to Opt Out of Arbitration.** You have the right to opt out of this agreement to arbitrate if you tell us within thirty (30) days of opening your account. If you want to opt out, send us written notice of your decision to opt-out to the following address via certified mail: Hanmi Bank, 3660 Wilshire Blvd., PH, Los Angeles, CA 90010, Attention: Legal Department. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether (a) your account is closed; (b) you pay us in full any outstanding debt you owe; or (c) you file for bankruptcy. **Unless you opt out of this agreement to arbitrate, you and we are waiving the right to have our dispute heard before a judge, or otherwise to be decided by a court or governmental tribunal.**

## **ADDITIONAL TERMS AND CONDITIONS**

### ***Adjustments.***

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.

### ***Adverse Claims.***

We may refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- We have received a court order or other legal document prohibiting withdrawal or if applicable law prohibits withdrawal;
- There is a dispute concerning your account;
- You owe us money that is due and payable;
- Your account is security for a debt;
- You or a person we believe to be your agent requests that we do not permit withdrawals;
- A problem occurs with our equipment;
- Limited currency is available at a particular branch office; or
- Such action is otherwise required by applicable law.

If your account becomes involved in an actual or potential claim, legal dispute, or legal process (for example, attachment, levy or garnishment) ("*Dispute*"), we may refuse to allow any transactions on your account until the Dispute is released or we are notified by the proper persons or authorities that the Dispute has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a Dispute even if such payment leaves insufficient available funds in your account to cover any outstanding checks drawn on your account. We will not contest a Dispute on your behalf, and we may take action to comply with a Dispute as we may determine to be appropriate under the circumstances without any liability to you. We will, to the extent required by applicable law, notify you in writing whenever we are notified of a Dispute and place such restrictions on your account. We may charge against or deduct

from your account without prior notice to you, or otherwise bill you directly, an amount representing our expenses incurred in responding to or processing a Dispute, including, without limitation, attorneys' fees and litigation costs, as permitted by applicable law. In addition, you agree that we may assess and debit from your account any applicable fees set forth in the applicable Account Fee Schedule that may be assessed as a result of the Dispute in accordance with applicable law.

#### ***Amendments/Changes in Account Terms.***

We may add to, delete or change the terms of our agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information in our offices, on our web site, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons. You agree that notice of any changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change. We are not required to send you notice of interest rate and annual percentage yield changes for variable rate accounts or notice of changes in document printing fees.

#### ***Changes in Account Ownership, Address and Authorized Signers.***

You agree to notify us immediately in writing of any change in your name, address, telephone number, email address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers. We may rely on our account records to determine the ownership of your account.

If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (Please note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

#### ***Checks.***

Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your account's branch office. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. The name(s) printed on your checks must agree with the name(s) on our account records. If you do not purchase your checks through us, we may charge a fee for each check that is rejected during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. 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 as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

#### ***Checks Bearing Notations.***

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

#### ***Check Endorsement.***

Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the 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 a result.

#### ***Check Images.***

We do not return your paid checks to you as they are not received by us from other banks. Images of the checks may be sent or made available to you each month with your account statement depending on the account type. You can obtain copies of your checks in the online banking system or 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. There is no charge for the first two items per statement that we copy for you. After that, we will charge your account a fee for each copy (including the front and back of the check). We will not be responsible for any indirect, 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, and you must provide us with reasonable proof of any loss.

#### ***Check Processing Cutoff Hour.***

If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. local time on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, or legal process received by us involving a check is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a 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 business day.

#### ***Check Signature Verification.***

We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, or checks lacking an encoded serial number. Although we may examine checks from time to time, you understand that reasonable commercial standards do not require us to do so.

**Compliance.**

You agree not to violate the laws of the United States (including the laws of the state where your account is located), including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process internet gambling transactions or conduct any activity that would violate any applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

**Conflicting Demands/Disputes.**

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (a) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (b) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (c) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (d) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction, including without limitation by filing an appropriate interpleader proceeding; and/or (e) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

**Consent For Us to Contact You.**

You acknowledge that by voluntarily providing your telephone number(s) in conjunction with an account or transaction or by opting in to a bank-sponsored call or text messaging program ("Program(s)"), you expressly agree to receive automated communications, including but not limited to artificial voice messages, prerecorded voice messages, calls and/or text messages (such as SMS, MMS, or successor protocols or technologies) sent using an auto dialer and/or automated system, from or on behalf of Hanmi Bank to the phone number(s), including, without limitation, communications relating to your account, any transactions, charges or payments, balances, fraud alerts, new products and offers, and/or otherwise your relationship with us.

You verify that any contact information you provide, including, but not limited to, your name, mailing address, email address, your residential or business telephone number(s), and/or your mobile telephone number(s), is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide and that you are authorized to provide consent for that telephone number. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your registration is false or inaccurate, we may suspend or terminate your account(s) and/or participation in any relevant Programs or communications. Should any of your contact information change, including ownership of your telephone number(s), you agree to immediately notify us before the change goes into effect by calling us at 1-855-773-8778 or email at [eMarketing@hanmi.com](mailto:eMarketing@hanmi.com).

You acknowledge that automated calls or text messages may be made to your telephone number(s) even if your telephone number(s) is registered on any state or federal Do Not Call list. You agree to receive automated calls and text messages from or on behalf of Hanmi Bank, even if you cancel your account or terminate your relationship with us, except if you opt-out (see below). You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. If you do not consent, you may call us at 1-855-773-8778 to further inquire about our products and services. To opt-out, please see the Opt-Out Instructions below.

Your consent to receive automated calls and text messages is completely voluntary. You may opt-out at any time. **To opt-out of text messages**, you may call us at 1-855-773-8778 or email us at [eMarketing@hanmi.com](mailto:eMarketing@hanmi.com), and specify that you want to opt out of text messages. **To opt-out of automated calls (not text messages)**, you may call us at 1-855-773-8778 or email us at [eMarketing@hanmi.com](mailto:eMarketing@hanmi.com) advising that you want to opt-out of automated calls and specifying the phone number(s) for which that opt-out should apply. It is your sole responsibility to notify us if you no longer want to receive automated calls or text messages. You waive any rights to bring claims for unauthorized or undesired calls or text messages by failing to opt-out immediately or by failing to follow these instructions. Please allow up to thirty (30) days to process any opt-out request. Please note that if you opt-out of automated calls or text messages, we reserve the right to make non-automated calls to you.

There is no fee to receive automated telephone calls or text messages from us. However, you may incur a charge for these calls or text messages from your telephone carrier, which is your sole responsibility. Message and data rates may apply. Check your telephone plan and contact your carrier for details. You represent and warrant that you are authorized to incur such charges and acknowledge that we are not responsible for such charges.

You must notify us immediately of any breach of security or unauthorized use of your telephone device. Although we will not be liable for losses caused by any unauthorized use of your telephone device, you may be liable for our losses due to such unauthorized use.

You are responsible for obtaining and maintaining all telephone devices and other equipment and software, and all internet service provider, mobile service, and other services needed to receive calls and text messages. Text messaging may only be available with select carriers with compatible handsets. Your obligations under this Section will survive termination of this agreement.

**Consent to Gather Information.**

You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

**Convenience Account.**

If you have a "convenience" account, you are its sole owner but you authorize an additional signer to write checks or authorize other items. You are solely responsible for the actions of the additional signer.

**Death or Adjudication of Incompetence.**

You agree to notify us immediately of the death or court declared incompetence of any owner, authorized signer or designated beneficiary on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent. If we are obligated to return funds removed from the account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

If an account owner authorizes an item that is not presented for payment until after such owner's death, we are authorized to pay the item after the owner's death. If an account owner owes us a debt at the time of their death, we are authorized to exercise our right of setoff or security interest rights against the

account after such owner's death. We can exercise these rights even if a surviving joint owner, Pay-On-Death beneficiary or a beneficiary of a Totten Trust ("In trust for") account has rights to the account.

#### **Deposit Insurance.**

Your accounts with us are insured to the regulatory limits set by the Federal Deposit Insurance Corporation (the "FDIC"). For further information regarding insurance of accounts, you may write to the Federal Deposit Insurance Corporation, Division of Insurance and Research at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll free consumer hotline at 1-877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).

#### **English Language – Other Language Preferences.**

The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we may make some of our forms, disclosures and documents, including this Agreement, available in languages other than English. However, many important bank documents and some products and services related to this account are only provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version will apply to your accounts and is available upon request.

#### **Facsimile Signatures.**

You agree not to use an automated or electronic check writing process, or a machine, software, mechanism, stamp, tool or device (such as, without limitation, a personal computer) to supply a facsimile signature on your checks, or otherwise to supply a mark, notation, symbol or other form of signature that is not your personal signature appearing on the signature card that you signed when you opened your account (collectively, "Facsimile Signature") on checks unless we receive representative samples and approve their use in advance, in writing. We may refuse to accept items bearing a Facsimile Signature. If we have so approved representative samples and you supply or otherwise use a Facsimile Signature on any item presented against your account for payment, you agree to assume full responsibility for any and all payments made by us upon any signature, mark, notation or symbol that reasonably resembles the Facsimile Signature(s) (without regard to variation in color or size), and authorize us to pay any item that reasonably appears to bear your authorized Facsimile Signature, without further inquiry. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of any Facsimile Signature (whether affixed manually, by stamp, mechanically, electronically or otherwise) or any signature, mark, notation or symbol that reasonably resembles the Facsimile Signature.

#### **Facsimile Instructions/Voice Mail/E-mail.**

We may, but are not required to, act upon instructions received by facsimile transmission, voice mail or e-mail. We may not review your message until the business day following its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

#### **Fiduciary Accounts.**

If you open or manage an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator or to the beneficial owners of the account.

#### **Financial Statement.**

You will provide us with a current financial statement upon request, as appropriate.

#### **Force Majeure.**

We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

#### **Governing Law and Rules.**

To the extent this Agreement is subject to the laws of any state, it will be subject to the law of the state where your account was opened, without regard to its conflicts of law provisions. If your account was opened by Internet or other remote means, and your account address at the time (as shown in our files) is in a state where we maintain a branch, we will consider the account opened in that state. Otherwise, it will be deemed opened in, and will be governed by the laws of, the State of California, without regard to its conflicts of law provisions. If your account was opened by Internet or other remote means and you did not reside in a U.S. state where we had Branches at the time, your account will be governed by the laws of the State of California, without regard to its conflicts of law provisions. Your accounts and services also will be subject to applicable clearinghouse including NACHA, Federal Reserve Bank, funds-transfer system, card network including Visa, image exchange and correspondent bank rules ("Rules"). You agree that we do not have to notify you of a change in the Rules, except to the extent required by law.

If there is any inconsistency between the terms of this Agreement and the Rules, the terms of this Agreement shall supersede the Rules, unless otherwise provided in the Rules. If this Agreement conflicts with any statements made by one of our employees, this Agreement will control.

#### **Inactive Accounts.**

Each state has laws that govern when accounts are considered inactive or unclaimed and when we are required to send a customer's funds to the state (escheat). We encourage you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts and avoid the potential of having your funds transferred to the state as unclaimed property.

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 fashion to confirm the transaction's authorization. Service charges for "inactive accounts" are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

We will escheat your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by applicable state law. We may impose a processing fee for escheatment of funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds. We will send you a notice in advance if your funds may be transferred to the state as unclaimed property.

#### **Indemnification; Liability.**

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, losses, damages, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions or omissions in connection with your accounts or our services, or (b) our actions or omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions, or (c) any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds maintained with us due to your actions or omissions (Note: This will apply whether or not the government's action is later determined to be authorized and enforceable). This provision shall survive the termination of this Agreement. Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be



reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi fiduciary or other special relationship exists between you and us. To the extent required by applicable law, we owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this Agreement. If you open a business account, you agree not to use it primarily for personal, family or household purposes.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

#### **Legal Process.**

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys' fees, which we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained or at another office designated by us for that purpose. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. -- Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order otherwise.

#### **Limitation on Time to Bring Action.**

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 no later than one year after the day the cause of action accrues, unless state law or an applicable agreement provides for a shorter time. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one year, you and we agree to the shortest permitted time under that state's laws. This limit is in addition to limits on notice as a condition to making a claim as described in "Statements, Notices and Checks" below.

*For Texas Customers:* To the fullest extent permitted under Texas law, an action or proceeding 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 no later than two years after the day the cause of action accrues.

We comply with federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this Agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

#### **Linked Accounts.**

You may ask to have your checking accounts linked to other accounts you have with us. We may require, at our discretion that you enter into any additional documents or agreements before you can link any of your accounts. Linked accounts may help you avoid some fees. Refer to our product information or speak with a banker to determine what accounts are eligible to be linked and what the benefits are from linking accounts. You agree that information regarding your account may be made available to any other owner or signer on any of the accounts you have linked. If you choose to link your personal or business accounts to other personal or business accounts for which you serve as trustee or custodian (fiduciary), your personal account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary and personal accounts. You should carefully consider this decision and consult with your legal advisor if necessary.

#### **New Account Verification.**

We may use a third party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third party services.

#### **Other Agreements.**

You may have another Agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, if you are a governmental unit or a business customer, certain provisions of your other agreements with us (e.g., involving cash management services) may supersede some of the terms of this Agreement, to the extent that they are inconsistent.

#### **Overdrafts.**

If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction (e.g., in-person withdrawal, automatic payment, or other electronic transaction), we may return the check or reject the transaction without payment. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day.

We also may impose a fee for overdrafts created by fees or deposited items that are returned, even if it has previously been returned unpaid and is later paid against an overdrawn balance.

We may charge a NSF/OD fee for up to two (2) presentments of the same check – paid or returned for being NSF/UCF/Postdated. If the same item is presented for a third or more times, no charge will be made. See our [Personal or Business Fee Schedule](#) for further information. Non-Sufficient Funds (NSF) Fee will not be assessed more than three (3) times per day AND will not be assessed more than two (2) times for the same item.



We do not impose an overdraft/NSF fee for consumer ATM transactions or everyday (that is, non-recurring) debit card transactions and those that are processed as ACH Retry items.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our payment of any checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We will not charge a fee if your ending account balance is overdrawn by \$10 or less. Additionally, even if your ending balance is overdrawn, we will not charge a fee for any item that is \$10 or less.

We offer overdraft transfer services. This allows you to link one of your accounts as a backup account to your checking account to help pay any overdrafts. If your checking account does not have enough funds, we will use the available funds from your backup account to authorize or pay transactions without any overdraft or any other associated fees. If the backup account does not have sufficient funds to cover the transaction, no transfer will be made. Time Deposit or IRA accounts cannot be used as a back-up account.

#### **Ownership of Accounts.**

**Solely Owned Accounts.** When the signature card for an account designates or lists only one individual as the owner of an account, we will treat the account as a solely owned account.

**Joint Accounts / Multiple Party Accounts.** When the signature card for an account designates or lists two or more people as owners of a personal account, the account is a "joint account" and each owner is treated as a "joint owner."

If your joint account becomes overdrawn, you are liable for the full amount overdrawn whether you initiated or benefited from the item(s) that caused the overdraft. If there is a dispute as to authorization for payment of items between or among the joint owners, we may freeze all or part of the account and refuse to pay all items, but we are not required to do so. If we restrict the account, we may refuse to release the restriction unless all joint owners agree in writing to remove it. No request to restrict the account will affect items that we paid prior to receipt of the request. If we decide not to restrict the account, all joint owners remain liable for items subtracted from the joint account.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

Any joint owner may close the account. At our discretion, we may choose whether or not to act upon other instructions of any joint owners, including adding an additional owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or governmental agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

**Rights of Survivorship and Multiple Party Account Ownership.** Except as otherwise stated in this section, a joint account has rights of survivorship and passes automatically to the surviving owner(s) unless you clearly indicate in the account title and on the signature card that the account is created without these rights.

**Tenants in Common.** Except as otherwise stated in this section, if the account is held as "tenants in common," a deceased owner's share passes to the estate or other legal representative of the deceased tenant.

**Community Property.** Except as otherwise stated in this section, if the account is held by a husband and wife or by registered domestic partners as "community property," ownership of the account will be determined by marital property law and may be affected by a will.

**"Pay-On-Death" and Totten Trust ("In trust for").** Except as otherwise stated in this section, these accounts pass automatically (and in equal shares unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving owner.

**For Texas customers: THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL THE DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS. YOU MAY CHOOSE TO DESIGNATE ONE OR MORE CONVENIENCE SIGNERS ON AN ACCOUNT, EVEN IF THE ACCOUNT IS NOT A CONVENIENCE ACCOUNT. A DESIGNATED CONVENIENCE SIGNER MAY MAKE TRANSACTIONS ON YOUR BEHALF DURING YOUR LIFETIME, BUT DOES NOT OWN THE ACCOUNT DURING YOUR LIFETIME. THE DESIGNATED CONVENIENCE SIGNER OWNS THE ACCOUNT ON YOUR DEATH ONLY IF THE CONVENIENCE SIGNER IS ALSO DESIGNATED AS A P.O.D. PAYEE OR TRUST ACCOUNT BENEFICIARY.**

*Single-Party Account without "P.O.D." (Payable on Death) Designation. The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.*

*Single-Party Account with P.O.D. Designation. The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.*

*Multiple-Party Account without Right of Survivorship. The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum held in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.*

*Multiple-Party Account with Right of Survivorship. The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum held in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.*

*Multiple-Party Account with Right of Survivorship and P.O.D. Designation. The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the*

account passes to the P.O.D. beneficiaries.

*Convenience Account. The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. We may pay funds in the account to a convenience signer before we receive notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.*

*Trust Account. The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of the trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.*

**(Note: For purposes of this section, "Trust Account" means an account in the name of one or more parties as trustee for one or more beneficiaries in which the relationship is established by the form of the account and this Agreement with us and in which there is no subject of the trust other than the funds on deposit in the account. The term does not include a regular trust account under a testamentary trust or a trust agreement that has significance apart from the account, or a fiduciary account arising from a fiduciary relationship)**

**For New Jersey Customers:** We are not required to determine net contributions. Each owner owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of the joint account. Ownership of a multiple party account cannot be changed by will.

**"Pay-on-Death" Accounts.**

This type of account passes to the designated beneficiaries on the death of an owner (or all of the owners if this is a joint account). During their lifetime, the owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving owner, the account funds pass to the surviving beneficiary or beneficiaries. If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the owner(s) in writing. The owner(s) may change beneficiaries during their lifetime(s) by updating our account documentation. Owners should keep us informed about each beneficiary's address and other relevant contact information, including a current telephone number and/or e-mail address.

**For Texas Customers:** Ownership of accounts with P.O.D. (Payable on Death) is determined as set forth in the "Ownership of Accounts" section above.

**For New York Customers:** If two or more of you create a Revocable Trust Account, you own the account jointly with right of survivorship. Beneficiaries cannot withdraw unless: (a) all persons creating the account die, and (b) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (a) change beneficiaries; (b) change account types; and (c) withdraw all or part of the account funds at any time.

**Photocopies.**

Checks and other items are sometimes lost during processing or while in transit. If a photocopy of an item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

**Postdated Checks.**

Unless you provide your Branch of account with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay the check before the date stated on the check. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked "payment stopped", "postdated" or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

**Power of Attorney.**

Any owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with a power of attorney form for that purpose. We generally will accept a Uniform Statutory Form Power of Attorney that complies with applicable state law. We may refuse to accept other forms of powers of attorney, however, with or without cause. We may act on the instructions of an attorney in fact whether or not the attorney in fact relationship is noted in the instruction (e.g., on any check signed by the attorney in fact). You can revoke your power of attorney by sending a written notice to us at your Branch of account. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

**Privacy.**

We may release information about you, your deposit and loan accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; and, if you are a business, in response to trade inquiries. Late payments, missed payments, and other defaults on your account may be reflected on your credit report. Please see our Consumer Privacy Notice for additional details.

**Protecting Your Identity.**

Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information.

**Remotely Created Checks and Demand Drafts.**

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (e.g., items which do not bear the maker's signature, but purport to be drawn with the maker's authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past.

You may not deposit remotely created checks or demand drafts to an account with us without our prior written consent. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such items. You also agree to indemnify, defend and hold us harmless from every loss, expense, cost (including attorney's fees), claim and liability related to or arising from such items, including (without limitation) claims that they were not authorized by the persons on whose accounts the items were drawn.

***Representative Payee/Veteran's Administration (VA) Custodian Accounts.***

If you open an account as a "representative payee" for someone who receives Social Security payments, or a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits in the account other than the designated payments. Please note, we are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the beneficiary for whose benefit the funds are paid. If the beneficiary dies, you must notify us promptly and immediately stop all further deposits to and withdrawals from the account. If the government demands that we return any deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

***Returned Items/Transactions.***

If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to re-clear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule. We may assess a fee for each returned item/transaction and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

***Security Interest.***

You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us now and/or in the future under this Agreement or under any account service agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or accounts which are otherwise prohibited by law.

***Set Off.***

If you owe us a debt (either now or in the future), you grant us a right of set off to, and a security interest in, all of your accounts to secure the debt. In other words, we may charge or set off funds in any of your accounts for any direct, indirect and/or acquired obligations that any owner owes us now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law.

Our security interest in the accounts will be governed by Uniform Commercial Code whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) electronically deposited to your accounts (Please note: This does not apply to New York customers). If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may set off against any of your accounts to recover the payments if we are obligated to return funds to the payor.

This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations (but this does not affect our rights under any consensual security interest), or where otherwise prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set off.

***Severability.***

If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.

***Stale Dated Checks.***

You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentation occurs after the expiration of a stop payment order. (See the "Stop Payment Orders" section below, including regarding expiration of stop payment orders after six months unless renewed for an additional fee.) We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them.

***Statements, Notices and Unauthorized Transactions.***

You agree to examine your periodic account statements and any accompanying items (front and back) promptly upon receipt or when the statements and any accompanying items are otherwise made available to you (including, without limitation, electronically), whichever occurs first, and to notify us immediately in person or by telephone of any error, irregularity, discrepancy or unauthorized transaction. You also agree to notify us promptly in person or by telephone if you do not receive any periodic account statement or any accompanying items by the date you normally would expect to receive your account statement. If you fail to so notify us, you may become responsible for the losses resulting from any such failure.

Without limiting the foregoing you agree to review the front and back of items imaged on your statement. Should you have an online account with us, images on your statement are available electronically. You should be aware that there has been a significant increase in the theft of checks sent through the mail, which checks are then "washed" by fraudsters to insert different payees and in some cases increased amounts, and you are in the best position to promptly examine checks and other items drawn on your account, either the original paper items or electronic images, and to notify us of any such fraud.

Statements and notices are normally sent to the last address listed with us for your account. If you ask us to hold statements and notices for you, we may mail them to you or destroy them if they are not picked up within thirty (30) days.

Statements, accompanying items and notices sent or otherwise made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you, three (3) business days after they are prepared. Statements, accompanying items and notices that we send to your statement mailing address listed with us shall be deemed to be received by you within three (3) business days of the date of mailing. If you have agreed to such electronic communications, internet account statements or statements sent to your email address listed with us and any accompanying items shall be deemed to be made available to you when the account statements are posted on the internet web site or sent to your email address listed with us, and account statements and any accompanying items otherwise transmitted to you electronically shall be deemed to be made available to you when we send or transmit the electronic account statement to you. By making your monthly statement with check images available to

you, it is as though we have included cancelled checks and other items with your statement. We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You are in the best position to discover and report any errors or unauthorized transactions involving your account, and in addition to your agreement to examine your periodic account statements and any accompanying items promptly, you further agree to maintain a current check register. You must notify us in writing of any unauthorized, improper or missing endorsement ("Unauthorized Endorsement") within ninety (90) calendar days of the date when the item(s) or your account statement identifying the item(s) containing the Unauthorized Endorsement(s) is sent, transmitted or otherwise made available to you. Except as otherwise stated in this Agreement, you must notify us in writing of any other errors, irregularities, discrepancies, unauthorized transactions or counterfeit transactions, including without limitation any forged signature, unauthorized signature, unauthorized debit, unauthorized transfer or alteration (collectively, "Error"), within thirty (30) calendar days of the date when the item(s) or your account statement identifying the item(s) containing the Error(s) is sent, transmitted or otherwise made available to you. You agree that if you do not so notify us of Unauthorized Endorsement(s) or Error(s) within the time frames set forth above, such Unauthorized Endorsement(s) or Error(s) shall be fully enforceable against you, we will not be liable for any such Unauthorized Endorsement(s) or Error(s), and you shall not have and will not bring any claim against us in relation to any such Unauthorized Endorsement(s) or Error(s).

You must mail or deliver all such notices that must be made to us in writing to the Branch where you maintain your account or at such other address(es) as we designate in writing, including without limitation electronically (e.g., on a statement or in connection with a service). Such written notice shall be deemed effective when actually received by us. Notices sent elsewhere may be delayed or may not reach the correct office, and will be ineffective to provide proper notice to us called for in this Agreement.

Additionally, if you fail to notify us within a reasonable time (not exceeding thirty (30) days after the date you discover the problem or the date of your account statement or notice reflecting the Error or Unauthorized Endorsement, whichever occurs first), we will not be responsible for subsequent Errors or Unauthorized Endorsements on any of your accounts by the same wrongdoer. And in the event that an item was fraudulently altered or drawn without authorization in such way that a reasonable person could not detect the fraud and we were not grossly negligent in any way, you will not hold us responsible for any loss resulting from such fraud, unless we have otherwise agreed with you in writing.

Notwithstanding the foregoing, different notification and liability rules apply to certain electronic fund transfers. See the "Electronic Fund Transfers" section, which governs the reporting of errors on electronic fund transfers addressed therein including consumer electronic funds transfers (electronic funds transfers primarily for personal, family or household purposes) statutorily governed by the Electronic Fund Transfer Act and Regulation E. Additionally, see the "ACH Transactions" section including with respect to notification of unauthorized ACH debits to a consumer account governed by the NACHA Operating Rules. Also notwithstanding the foregoing, the "Substitute Checks" section of this Agreement provides information concerning substitute checks and your rights with respect to substitute checks, and governs the reporting of errors with respect to substitute checks. If you participate in our check safekeeping service, your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an Error or Unauthorized Endorsement if the statements provide you with the check or transaction number, the amount, and the date of payment.

If you claim a credit or refund because of an Error or Unauthorized Endorsement, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within ten (10) days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

***If you are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person.***

#### **Stop Payment Orders.**

Any owner or authorized signer on your account may request us to stop payment on a check or transaction. If the signature of more than one person is required to draw on your account, any such person individually may make the stop payment request. Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect, and to be effective we must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them.

There is a per check/transaction charge for each stop payment order. Stop payment orders in a dated, authenticated writing are valid for six months from the date of your stop payment request, after which time the stop payment order expires automatically without further notice. After that time, the item may be paid and charged to your account unless you renew the stop payment order for an additional fee. To renew the stop payment order you must place a new stop payment order in a dated, authenticated writing within the period during which the original stop payment order is effective.

To the fullest extent permitted at law, we are not required to accept oral stop payment orders, and reserve the right to require a dated, authenticated writing describing the check or item by number, date, payee name and exact dollar amount. After an oral stop payment order is requested and accepted, we will mail our confirmation notice of the stop payment order to your address on file, which notice will serve as confirmation of your request and which we will assume to be an accurate record of your request unless you notify us immediately in writing following receipt of the notice that it is inaccurate. If you do not receive such written confirmation within fourteen (14) calendar days of an oral stop payment order, or if you do not provide us with a dated, authenticated writing providing all information specified above within that fourteen (14) day period, the oral stop payment order will lapse following the expiration of that fourteen (14) day period. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on point-of-sale Debit Card transactions, cashier's checks, or checks or payments guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's checks ninety (90) days following the date of their issuance. Please note that electronic stop payment requests (through our online 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 after we open on the day following the day we post the items to your account. You also should contact a representative if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular check stop payment order.

#### **Subaccounts.**

For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to

meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees, or other features of your checking account. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking account.

#### **Substitute Checks.**

You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement (“*This is a legal copy of your check. You can use it the same way you would use the original check.*”) to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings, expenses and attorneys’ fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We may convert original checks to substitute checks.

The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this Agreement with respect to substitute checks.

#### **Substitute Checks and Your Rights – Important Information About Your Account**

##### ***What is a Substitute Check?***

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

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

##### ***What Are Your Rights Regarding Substitute Checks?***

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

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

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

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

##### ***How Do You Make a Claim for a Refund?***

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-855-773-8778. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. Your claim must include:

- Your name and account number;
- 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: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents).

##### ***Telephone and Electronic Communication Monitoring/Recording.***

We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record telephone conversations without notice to you. If we do record, we do not have to keep the recordings unless required by applicable law.

##### ***Termination/Closing Your Account.***

Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero.

We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may impose a charge on certain accounts if they are closed within the first ninety (90) days (See the Personal Account Fee Schedule and Business Account Fee Schedule for further information on charges and other fees).

We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

**Transaction by Mail.**

You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slips or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully and/or contact us to ensure we received the deposit item. Do not send cash through the mail for deposit.

**Transfers/Assignments.**

Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. 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 or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

**Uniform Transfers to Minors Act/Uniform Gifts to Minors Act Accounts.**

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created. The funds in the account are owned by the child and when the child reaches the age of majority, the custodian is required to turn over the account balance. Before that time, only the custodian (or successor custodian) may access the account, and the funds must be used for the benefit of the child. If you are the custodian of an account under a state's Uniform Transfers to Minors Act / Uniform Gifts to Minors Act, you cannot pledge it as collateral for a personal loan to you, or cash checks against it. We have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer the funds to the child at the child's request upon reaching the age of majority.

**Waivers.**

We may delay or fail to enforce 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. We may still enforce all of our rights in the future. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

## **WIRE AND OTHER FUND TRANSFERS**

**Payment Orders.** The following provisions apply to payment orders governed by Article 4A (Division 11 in California) of the Commercial Code (e.g., wire transfers). They do not apply to the transactions described in the "Electronic Fund Transfers" section. They also do not apply to foreign remittance transfers governed by Consumer Financial Protection Bureau Regulation E ("foreign remittance transfers") to the extent they are inconsistent with Regulation E or the disclosures we provide to you for such transfers.

**Processing Orders.** At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing.

**Cutoff Hours.** Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer business day.

**Payment Order Accuracy.** You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ. We are not responsible for, and you agree to indemnify, defend and hold us harmless from, any loss, damage claim, action and liability that results, and any charges and costs we or you may incur, in connection with any payment order requested by you even if the payment order is erroneous in any way, so long as we comply with the instructions that you have provided in the payment order authorization, unless otherwise provided by law.

**Cancellation and Amendment of Payment Orders.** Except for foreign remittance transfers, you do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the change or cancellation. Except for foreign remittance transfers, you agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

**Foreign Transfers.** Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If the transfer is made in U.S. Dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Different rules may apply to foreign remittance transfers.

**Unauthorized Payment Orders Excluding International Consumer Wire Transfer for Personal, Family or Household Purpose.** We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. We are not responsible for, and you agree to indemnify, defend and hold us harmless from, any loss, damage claim, action and liability that results, and any charges and costs we or you may incur, in connection with any such payment order. Unless we agree on another security procedure, you agree that we may confirm the

authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

**For Illinois and Texas Customers:** You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Notice of Errors.** You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fourteen (14) days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first). Please note: Different rules apply to foreign remittance transfers.

**Limitation of Liability.** Except as otherwise required by law for foreign remittance transfers: (a) our liability for any act or failure to act shall not exceed the direct resulting loss, if any, which you incur and payment of interest, and (b) we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

### **WITHHOLDING OF INCOME TAX**

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (a) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (b) you fail to provide us with the required certified information; (c) the Internal Revenue Service (IRS) instructs us to withhold; or (d) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the IRS, along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Non resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

### **QUESTIONS OR COMMENTS**

If you have any questions or comments, you can call us at 1-855-773- 8778 or write to us at Hanmi Bank, Attn: Operations Administration, 3660 Wilshire Boulevard, PH, Los Angeles, California 90010.

Please note: The fees, rates and benefits described in this booklet and in the accompanying Personal Account Schedule or Business Account Fee Schedule were current as of the date of publication, but are subject to change. Prices listed are subject to sales tax wherever applicable. You can obtain current information by calling us at 1-855-773-8778.

### **CONTACT INFORMATION**

#### **Hanmi Bank**

Operations Administration 3660 Wilshire Boulevard, PH, Los Angeles, California 90010

Customer Call Center 1-855-773-8778



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