



# TREASURY MANAGEMENT SOLUTIONS MASTER AGREEMENT

Effective June 2021

Headquartered in Los Angeles, Bank of Hope has been providing financial services to the largest Korean-American community in the country for more than 40 years and is today one of the leading Asian-American banks in the United States.

We are committed to improving the value of our services as Bankers, providing comprehensive financial solutions as Experts, and being good Neighbors that foster growth for our customers and communities.

As a client of Bank of Hope, your deposits are insured by the Federal Deposit Insurance Corporation (FDIC) to at least \$250,000 per depositor for each account ownership category. To learn more, please visit the FDIC's website, [www.fdic.gov/deposit](http://www.fdic.gov/deposit).



## Treasury Management Solutions Master Agreement Summary of Changes

Bank of Hope is pleased to provide Treasury Management services to meet your business needs. The Treasury Management Solutions Master Agreement contains the terms and conditions under which we provide Treasury Management services to you. Our updated Treasury Management Solutions Master Agreement will go into effect on June 1, 2021.

The following is a summary of important changes for your convenience. Bank of Hope highly recommends that you fully review the updated Treasury Management Solutions Master Agreement.

Page 4 – Section 4 - Security Procedure and User Guides

- Section (c) – added “never share your password”

Page 5 – Section 5 - Your Internal Security

- Section c. – added “Adopting default setting of ‘return’ for Payee Positive Pay and ACH Positive Pay Exception Item.”

Page 14 – Section 12 - Mobile Banking Service

- Added the ability to “deposit checks”

Page 16 – Section 13 – Mobile Deposit

- Added endorsement requirements for Mobile Deposit – “Mobile Deposit Only, Bank of Hope”
- Added that “you will be informed of your Daily Limits.”
- Added “Items submitted through Mobile Deposit are subject to the Funds Availability Policy in the Deposit Account Agreement.”
- Added “Mobile deposit is only available upon request for Treasury Management clients.”

# **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b><u>GETTING ESTABLISHED</u></b>	
1. Equipment and Software	3
2. Your Administrator	3
3. Accounts	4
4. Security Procedure and User Guides	4
5. Your Internal Security	5
<b><u>OUR SERVICES</u></b>	
6. ACH Positive Pay Service	6
7. Bill Pay Service	7
8. Business Online Banking	8
9. Cash Vault Service	9
10. Funds Transfer Service (Wires/ACH/Internal Transfers	10
11. Lockbox Service	13
12. Mobile Banking Service	14
13. Mobile Deposit	16
14. Payee Positive Pay Service	18
15. Remote Deposit Capture Service	20
16. Stop Payment Service	23
17. Zero Balance Accounts	23
<b><u>GENERAL PROVISIONS</u></b>	
18. Amendments	23
19. Applicable Law	23
20. Assignment	23
21. Audit	23
22. Check and ACH Fraud	23
23. Compliance	24
24. Cutoff Hours and Business Days	24
25. Dual Control	24
26. Electronic Mail/Internet	24
27. Entire Agreement	24
28. Fees	25
29. Financial Statement	25
30. Indemnification	25
31. Information Processing, Reporting, and Discrepancies	25
32. Limitation of Liability	26
33. Notices	26
34. No Warranties	27
35. Records	27
36. Reliance on Third Parties	27
37. Reserve Account	27
38. Security Interest	28
39. Termination	28
40. Third Parties	28
41. Transaction Limits and Safeguards	28

## Treasury Management Solutions Master Agreement

This Agreement sets forth the terms of the Treasury Management Solutions (the “**Service(s)**”) offered to you by Bank of Hope (“**us**” and “**Bank**”). By applying for any Services, you agree to be bound by this Agreement. Your use of any Services will be additional evidence of your agreement to its terms. We will let you know when the Service(s) you request become available. If you request additional Services in the future, they will be governed by this Agreement, unless we advise you otherwise. THE TERMS OF THIS AGREEMENT ARE SUBJECT TO CHANGE AT ANY TIME. WE WILL NOTIFY YOU OF ANY CHANGES FROM TIME TO TIME.

### GETTING ESTABLISHED

**1. Equipment and Software.** You are responsible for obtaining and maintaining any equipment that is necessary for the Services and communications, such as telephones, terminals, modems and computers. You agree to use equipment and/or software that is compatible with Bank’s programs, systems and equipment, which we may change from time to time, with or without notice. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Bank’s Services, even if we have previously approved their use.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE (COLLECTIVELY “**EQUIPMENT**”).

You agree to notify us promptly if any Equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair the defective Equipment. We assume no responsibility for any errors, failures, or malfunctions of your Equipment, or for any computer virus or related problems that may occur with use of the Services.

You agree to comply with the terms of any software or other license provided to you in connection with the Services. Unless we agree otherwise in writing: (a) any license you receive will be personal, limited, revocable, non-transferable and non-exclusive; (b) you may not transfer, distribute, copy, share, sublicense, reverse engineer, modify, or create derivative works from any Equipment; (c) the Equipment, Service guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us promptly upon request; (d) we and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the Equipment; and (e) you may not use or move Equipment outside the United States. Your license to use Equipment and Services will end with the termination of this Agreement or upon our earlier notice to you. You may only use the Equipment in connection with your use of the Services.

**2. Your Administrator.** You must appoint an individual (an “**Administrator**”) for certain Services with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate Passwords for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You are strongly encouraged to use these controls to help reduce losses or damages that may arise out of improper or unauthorized use of a Services by designated users and others. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. We strongly recommend that you impose a dual control environment in connection with the transmission of check issuance data and payment instructions. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Password designated by you or your Administrator for that account and the Service in question. **Note:** This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated Password, the transaction will be deemed authorized by you.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized transactions, and to decide which accounts and Services to link to each Password. You should keep in mind the importance of separation of duties as a means for protecting yourself against losses or damages. You have reviewed the relevant security procedures and have determined (based on the type, frequency and amount of transactions you will have with us) that they are a commercially reasonable means of protection against unauthorized transactions and potential losses.

**3. Accounts.** You will need to designate certain accounts for specific purposes in connection with some of the Services. If you fail to do so, we may designate the accounts. Your Service application or authorization form may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

**4. Security Procedure and User Guides.** We may provide you with one or more numbers, passwords, tokens, challenge questions and/or other means of identification and authentication (collectively "**Password**") to access our Services. We also may provide you with operating procedures and user guides ("**User Guides**") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we make available to you; (b) take reasonable steps to safeguard the confidentiality and security of the Password, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) never share your password; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Password we give you promptly after you are given access to the Services for the first time and whenever anyone who has had access to any Password is no longer employed or authorized by you to use the Services. For security reasons, you also agree to change the Passwords you assign to your employees on a regular basis, but no less frequently than every 120 days. We may require you to change your Password at any time.

As an alternative to verifying transactions by means of a Password, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons. Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls (e.g., dual control requirements for the transmission of check issuance data and payment instructions). Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes your Password or is otherwise processed by us in accordance with the security procedure designated for the Service. You assume any increased risk associated with your failure to implement transaction limitations or internal controls that we make available to you in connection with our Services.

**5. Your Internal Security.** You agree to establish, implement, maintain and update (as appropriate) policies, procedures, equipment and software (“**Internal Security Controls**”) that, with respect to the initiation, processing and storage of ACH, wire and other transactions, will: (a) protect the confidentiality and integrity of non-public personal information, including financial information, of a natural person used to create or contained within an ACH or other Order and any related addenda record (“**Protected Information**”) until its destruction, (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction, (c) protect against unauthorized use of Protected Information that could result in harm to a natural person, and (d) comply with all applicable regulatory guidelines on access to and security for the systems you use to initiate, process, and store ACH, wire and other transactions.

Your Internal Security Controls must also safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and prevent your Password from unauthorized discovery or use (collectively “**Internal Security Breaches**”). You bear all risk of fraudulent transfers and other losses arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “**Internal Security Losses**”). We will not reimburse you in connection with Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Password. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To protect your system from Internal Security Breaches, your Internal Security Controls should consider including:

- a. Limiting and controlling who has access to your computer systems;
- b. Protecting and frequently changing your internal passcodes and Service Access Credentials;
- c. Adopting default setting of “return” for Payee Positive Pay and ACH Positive Pay exception items;
- d. Adopting Dual Control and/or transaction-based authentication procedures for financial transfers and templates where available;
- e. Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, email programs, and the like;
- f. Using effective, up-to-date firewalls;
- g. Maintaining procedures to avoid infection by malicious software, such as: controlling what websites are visited by your computers; controlling the connection of other devices (e.g., flash drives) to your computers; controlling what documents, email attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- h. Establishing internal procedures (such as callbacks) for employees to verify that instructions or requests they may receive (especially by email, text or fax) to transfer funds (especially to new transferees, new addresses or new Accounts) are authentic, even if received in the name of your officers, vendors, or other known third parties;
- i. Never providing password, user name, authentication credentials or account information when contacted;
- j. Refraining from disclosing nonpublic business information on social media;
- k. Avoiding free web-based email accounts for business purposes. A company domain should always be used for business emails;

- l. Reconciling all Accounts (including online monitoring) on a daily basis, and immediately reporting any discrepancies;
- m. Prohibiting your Authorized Users from leaving computers unattended or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- n. Allowing Services to be accessed only from secure locations such as your premises; and
- o. Adopting such other recommendations that we may make from time to time to help ensure your safe use of our Services.

This is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining, implementing, and regularly assessing the effectiveness of all of the Internal Security Controls necessary to prevent Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Internal Security Losses.

## **OUR SERVICES**

We may offer the following Services to you separately or as part of a suite of Services.

**6. ACH Positive Pay Service.** This Service provides you with a way to identify and prevent the payment of ACH debit Orders that you have not authorized.

We will notify you electronically of any ACH debit Order against the accounts you designate if the Order does not meet your pre-established ACH filters. You must then instruct us if you want us to pay or return the Order. You authorize us to act in accordance with your instruction. If we do not receive your pay/return instruction by the cutoff time established for the Service, we may automatically return any nonconforming debit Orders.

You are responsible for the accuracy and completeness of all information you provide, for monitoring exception items and making payment decisions (if required) prior to our established deadline. You agree not to initiate or authorize anyone to transmit debit Orders that are designated to be blocked by this Service.

We may reject any Order that would be returned for any reason under the Rules. This Service does not apply to transactions between you and us, and we may pay Orders that you have authorized us to originate against your account (e.g., loan payments), whether or not you have included them in your authorization criteria. We also may pay any Orders, reversals or adjustments which we are required to accept under the Rules, NACHA operating circulars or any other applicable rule, guideline or regulation.

You must provide authorization criteria in a manner and form acceptable to us. In your authorization criteria, you may specify a maximum amount (dollars and cents) for authorized debit Orders. Although this Service is not designed to affect any paper draft or check, including any remotely created checks or demand drafts, it may cause us to reject items that are converted to ACH debit Orders (e.g., point-of-purchase or back office conversion ACH transactions).

If this Service is terminated for any reason, we will not be obligated to continue monitoring ACH debit Orders against your authorization criteria and will receive and accept or return Orders against your account in accordance with our normal procedures.

See the “*Check and ACH Fraud*” section for details about your liability if you choose not to obtain or implement this Service.

**7. Bill Payment Service.** This Service allows you to make current, future and recurring payments to others from one or more of your designated Bank checking accounts. Payments cannot be made from a money market or savings account, and requirements for dual signatures on checks do not apply to the Service.

**Eligible Payees.** We reserve the right to determine who may be a payee. You may only designate payees with United States addresses.

**Initiating Payments.** To initiate a payment, you must specify the person or business you are paying, the payment date (up to 365 days in the future), the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. **Note:** Payees must be set up through our Online Banking Service before you can initiate payments to them using our Mobile Banking Service. For security reasons, we may limit the amount of bill payments permitted. We may change the limit from time to time without advance notice to you. If you need to make a payment exceeding the amount permitted, please contact your account officer for assistance.

We will make a payment on the business day you instruct us to make the payment (the “**Payment Date**”) either by initiating an electronic payment or by mailing a check to the payee. We may require that you schedule your payment up to five business days before the Payment Date. If, however, you use our same day service, overnight service, or our system determines that a payment can be made electronically that period may be shorter. You will see the earliest available Payment Date when you schedule your payment. Once you schedule a payment, we may deduct the payment amount from your account or place a hold on that amount, even if a payment check has yet to be presented to us for payment. We may deduct the amount of any payment from your account or place a hold on the amount on or after the Payment Date, even if a payment check has yet to be presented to us for payment. We may refuse a payment request if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the payment date.

**Note:** There is an additional fee for payments made with same day or overnight services.

We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

**Errors in Your Instructions.** If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions or to bring apparent errors to your attention.

Before you log off this Service, you should verify that the payments you scheduled appear in “Pending Payments.” If you are disconnected from our web site while you are requesting a payment, please log on again to verify if the transaction was completed. You authorize us to pay any duplicate payments you issue.

**Scheduling Payments.** You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. We recommend that you schedule the Payment Date at least seven full business days prior to the date the payment is due at your payee without regard to any grace period. Although we may be able to pay certain payees electronically (via ACH) on the scheduled Payment Date, it could take longer for payments sent by mail.

It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are solely responsible for any damages, such as late fees, that may be imposed as a result of your failure to identify the correct Payment Date and transmit your payment instruction to us in a timely manner.



Although you can enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after our processing cutoff hour or on a non-business day may be deemed received by us as of the next business day. If you direct us to make a payment on a day other than a business day, we may initiate the payment on the following business day.

Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice, but others do not. It is your responsibility to determine whether a payee needs or requires extra time to process payments received through the Service. We do not recommend that you use this Service to pay your federal, state or local taxes, courts or other governmental entities. Those payees normally require an accompanying coupon, which cannot be provided via the Bill Payment Service.

**Recurring Payments.** You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, they will be made without the need for further requests by you. If the scheduled Payment Date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

**Note:** Automatic recurring payments may be scheduled through our Business Online Banking Service only and cannot be scheduled using our Mobile Banking Service.

**Changing or Canceling Payments.** Except for same day service payments, you may cancel or change any scheduled payment by giving us an instruction through our Online Banking Service. Note: You may not cancel or change payment requests through our Mobile Banking Service. We must receive your cancel or change instruction before our cutoff hour the business day prior to the scheduled Payment Date. You cannot delete or change a same day service payment after it is submitted to us.

**Termination.** If you or we terminate your use of the Service, we may delete all outstanding payments (both one-time and recurring). We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.

**8. Business Online Banking Service.** With this Service, you can check your account balances, review transactions histories, stop payment on checks, and transfer funds between your designated accounts with us.

**Account Information.** You can obtain balance and other account information online. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information Service.

**Account Transfers.** You can use this Service to transfer funds between your designated accounts with us (See the “*Funds Transfer Services (Wire/ACH/Internal Transfers)*” section for additional details).

**E-Statements.** E-Statements offer you a convenient way to view, save and print your monthly statements over the internet. If you elect to receive E-Statements, we may discontinue sending written statements to you. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. You will be deemed to receive E-Statements when they are made available to you.

**Stop Payment Orders.** You can use this Service to stop the payment of a check and certain other transactions (See the “*Stop Payment Service*” section for additional details).

**Assistance.** If our on-line system is not available for any reason, you can contact us during our regular business hours at 1-800-788-4580 for assistance.

**9. Cash Vault Service.** With this Service we will make arrangements with a cash vault service company (“**Company**”) to accept coin, currency and checks from you for deposit to your Bank account(s). We also will make arrangements with the Company, at your request, to provide cash to you.

**Your Courier.** You will need to make arrangements with a courier or armored carrier (“**Courier**”) to transport deposits and withdrawals (“**Shipments**”) between your locations and the Company. The Courier will act as your agent while transporting Shipments. You will not have direct personal access to funds at Company’s cash vault locations.

**Your Instructions.** You authorize us to accept Service instructions from any authorized signer on your Bank account(s) and/or from any other person you designate for that purpose. We may act upon the instruction of any one person, even if your account agreement calls for two or more signatures on checks. We also may call any one of those persons to confirm the authenticity and content of your Service instructions. We may refuse any Service instruction that we cannot confirm to our satisfaction. You agree that this callback procedure is reasonable, given the nature, size and frequency of your Service transactions. You agree to be bound by any Service instruction that we confirm in this manner, even if the instruction is not authorized by you.

You must provide us with at least 15 days’ prior notice of any requested change in your Courier, Shipment order limits (if applicable), standing order instructions and other Service parameters. We will advise you when the change will become effective.

**Deposits.** You may deliver deposits to us through the Service only through the Courier previously designated in writing to us. You agree to comply with the cash vault procedures (the “**Procedures**”) that we and/or the Company adopt from time to time. Your Shipments must be made in sealed bags that are approved for use by the Company and must be accompanied by deposit tickets. The Company or we may reject any Shipment that we or the Company find unacceptable or irregular (e.g., shipment bags that have holes or are not properly sealed).

Shipments made in accordance with the Procedures will be deposited by us into your designated Bank account(s). The timing of the deposit may depend on whether your deposit is received by the Company before or after the processing cutoff hour for the Service (You can obtain information on the current cutoff hour from your Bank account officer). Shipments received before the cutoff hour on a banking day will be provisionally credited to your account(s) on the morning of the following banking day. If your deposit is received after the cutoff hour or on a weekend or holiday, however, it may not be available for an additional business day. Company will provide your Courier with a receipt for each Shipment, and information regarding your deposit will be reflected in your regular monthly statement. Information regarding your Shipments may also be made available to you electronically.

Our records and the adjusted records of the Company with respect to the contents of your Shipment will be deemed conclusive evidence of the contents of your Shipment. Any adjustments made by Company will be credited or debited to your account.

**Cash Withdrawals.** You agree to follow the Procedures when ordering cash for withdrawal. You also agree to verify all cash Shipments in the manner described below and as otherwise directed by the Company (either directly or through us).

Withdrawal Orders – You may submit cash withdrawal orders (and change or cancellation orders) to the Company by telephone. We will charge your designated account for the amount of the order and direct the Company to disburse cash to you. You must provide the Company with your cash withdrawal order at least one business day prior to the requested date of the Shipment. We or the Company may reject any cash withdrawal orders if you do not have sufficient available funds.

Verification of Cash Shipments – You agree to promptly verify the amount of cash you receive in any Shipment. The Company may require your Courier to sign a receipt for each Shipment.

Notification of Differences – You will report cash differences to us and the Company within five days of your receipt of a cash Shipment. The report must be in writing and must be accompanied by the shipping bag and any accompanying documentation. Differences of \$50.00 or more must be reported immediately by telephone, followed by a written report to us and the Company.

If you fail to comply with the inspection, verification and notification procedures required by this Agreement, you will be deemed to have waived any claim against the Bank for lost, mutilated or missing cash.

**Risk of Loss.** The Courier will be deemed your agent, not an agent of the Bank. As between you and the Bank, you assume all risk of loss of or damage to Shipments while they are in transit to or from Company's location. Your Shipments will not be deemed to be received by us unless and until they are (a) received, counted and reconciled against your deposit tickets at the cash vault by the Company, and (b) we are notified that the Shipments have been verified as correct by Company. Information set forth in Company receipts is subject to later adjustment, based on Company's review of your deposit. We may charge your account with us for any adjustments made by the Company involving deposits (e.g., for counterfeit currency).

Cash withdrawals will be deemed received by you when the cash Shipments are delivered by the Company to your Courier. We make no warranty or representation regarding your Courier or assume any liability whatsoever for any action or omission of the Courier. You are solely responsible for determining whether the Courier has adequate insurance coverage in connection with any risk of loss.

**Reliance on Company.** Our ability to provide the Service is dependent upon the availability of the Company to provide certain related services. You agree that we will have no liability to you if Company is unable or unwilling for any reason beyond our immediate control to provide services required for the Service.

**Notices.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or Shipments (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; or (c) other problems related to the Service. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 5 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

**10. Funds Transfer Services (Wire/ACH/Internal Transfers).** We offer funds transfer Services that allow you to make payments to others and to transfer funds between accounts through the Automated Clearing House ("ACH"), by wire, or by internal transfer.

**Your Payment Orders.** When you transmit a transfer or payment request ("Order"), you authorize us to charge the designated account for the amount indicated. To ensure that your ACH transactions are timely, you should submit ACH consumer credit Orders to us two business days before the payment date and all other ACH Orders one business day prior to the payment date. You agree not to submit ACH debit Orders for accounts receivable, represented check, international, back-office conversion, telephone-initiated, Internet-initiated, or point-of-purchase entries without our prior written consent.

Your Orders must comply with the form, format, content and other requirements set forth in your User Guide, the Rules (as defined below) (if applicable), and any security procedures that we establish for the Service. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in your Orders. If you describe any beneficiary or institution inconsistently by name and number, we and other institutions may process the Order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

You will not allow others to initiate Orders on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

**Available Funds.** We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction (usually the day we receive your file – See your User Guide for full details). ACH credit transactions typically must be prefunded two business days prior to the settlement date. We may place a hold on funds pending our processing of your Order. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend money to you. We may discontinue processing transactions without adequate prefunding at any time and without prior notice to you.

**ACH Transaction Rules.** You agree to comply with the NACHA Operating Rules and Guidelines, as amended from time to time when you conduct transactions through the ACH Network. You can obtain a copy of the Rules at [www.nacha.org](http://www.nacha.org) or by telephoning NACHA at 800-487-9180. In addition to your indemnification obligations stated in this Agreement, you agree to reimburse us for any penalties, fines and/or charges that we incur as a result of your failure to comply with this Agreement or any Rule. Without limiting your duty to comply with all of the Rules, you specifically acknowledge your obligations (a) for proper re-initiation when the originator receives Notice of Change, unauthorized returns, stops or NSF notifications; (b) to adhere to all Rules regarding pre-notifications; (c) to obtain proper authorizations from receivers; and (d) to adhere to all Rules regarding reversals and when reversals are deemed improper.

**ACH Pre-Notification Entries.** You must submit ACH pre-notification entries if required by us or the Rules. If a pre-notification entry is rejected for any reason, you may not initiate a corresponding entry until the cause for the rejection has been corrected and another pre-notification has been submitted and accepted. You may initiate entries to a receiver's account no sooner than six banking days following the settlement date of your pre-notification entry.

**Foreign Transfers.** Funds transfers to a foreign country will be sent in the foreign currency type indicated by you, or, if no currency type was provided, we may send the currency in the type based on the country where the funds will be received. If we select to send the funds in the currency type of that country, we may convert or arrange with any of our designated intermediary or correspondent banks to convert your U.S. dollar payment into the local currency at our exchange rate in effect at that time. Such exchange rate may include an imbedded spread in favor of the intermediary bank, the Bank, or correspondent bank, as applicable. If conversion does not occur, the beneficiary's bank may nonetheless upon receipt (or may be required by law to) convert the U.S. dollar payment into the relevant foreign currency. We cannot guarantee that your beneficiary will be able to receive U.S. dollars. Foreign transfers may be subject to delays, charges imposed by other banks (i.e., intermediary, correspondent, and/or beneficiary banks) and changes in foreign currency exchange rates and/or currency type delivered to the beneficiary.

**Authorization and Record Retention.** You agree to (a) obtain written authorization from the persons whose accounts are affected by ACH, prior to initiating ACH Entries; (b) maintain a copy of each authorization for a period of two (2) years following its termination; and (c) provide Bank with a copy upon request within 5 days. Customer agrees to not submit ACH Entries to collect funds for checks or other paper items that have been dishonored and returned for any reason, even if such Entries are permitted under the Rules.

**Internal Transfers.** Transfers between your deposit accounts with us are subject to the terms of your account agreement. Although you may instruct our online system to make transfers between your accounts at any time on any day, transfers occurring after our Service cutoff hour or on non-business days may not be posted until the next business day.

**Transaction Limits and Safeguards.** You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You agree that you will not allow anyone to initiate Orders without proper supervision and adequate safeguards, and that you will regularly audit the actions of your Administrator and authorized representatives.

**Cancellation and Amendment of Orders.** You may not cancel or amend an Order after we receive it. If we attempt to reverse an Order at your request, we assume no liability for any interest or losses that result if the reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to receivers that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

**Refusal of Orders.** We may refuse any Order with or without cause or prior notice. For example, we may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or on the settlement date. We may notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date an ACH Order was to be effected (one business day for wire Orders). We are not required to pay you interest on a rejected Order for the period from refusal of the Order to your receipt of the notice of refusal.

**Notice of Returned Orders.** We may notify you electronically, in writing, by telephone, or otherwise regarding any Order that is rejected or returned for any reason. We will send our notice no later than two business days after the business day we receive notice of a return. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to remake the Order if the return is due to our error and we have sufficient data to remake the Order.

**Notices and Statements.** Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of Orders. Please note that, although we may issue an online ACH or wire confirmation number for tracking purposes, it does not mean that your Order meets our requirements or will be processed.

**Provisional Credit.** Credit given by the receiving financial institution (“RDFI”) to the Receiver for the entry as provided in Subsection 4.4.1 (Availability of Credit Entries to Receivers) of the ACH Rules is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(s) of Article 4A; and if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver.

**Unauthorized Order.** We may process any Order (including an amendment or cancellation Order) we believe is transmitted or authorized by you if we act in compliance with the security procedure (including any callback procedure) agreed upon by you and us. Such 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 strongly recommend that you impose a dual control environment in connection with the transmission and confirmation of Orders. If you elect not to do so, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements.

**11. Lockbox Service.** With this Service we will process checks, drafts and other payment instruments (“Checks”) which you receive by mail from others (“Customers”) by: establishing a post office box address (“Lockbox”) where Customers may mail Checks to you; arranging for the pickup of such Checks each business day; endorsing Checks on your behalf; depositing the Checks to your designated account (“Account”); and providing related accounting and record keeping services. We and our Service providers will have exclusive and unrestricted access to the mail at the Lockbox as your agent.

**Processing Options/Set up.** Before the Service begins, we may ask you to designate the procedures that you would like us to follow in processing Lockbox payments (e.g., the handling of irregular items). Any change to those processing options must be approved by us in writing. We and our agents may act on any instructions that: (a) purport to be made in your name; (b) reasonably appear to be made by a person that you have designated (e.g., on a setup form for this Service) to give Service instructions; and (c) are provided in accordance with our Service procedures.

**Changes Affecting Our Service.** You agree to notify us at least 30 days in advance of any material change in your business, name, remittance procedures, statements, Customer invoices or billing schedule that may affect our processing of payments or substantially increase the volume of payments received through the Lockbox.

**Instructions to Customers.** Once we notify you that we are ready to begin the Service, you may direct Customers to mail payments to you at the Lockbox. You will instruct Customers not to send cash, returned merchandise, notices, communications or other materials (not previously approved by us in writing) with their payments to the Lockbox. Unless we agree otherwise in writing, we assume no duty to you or others with respect to such items and may return them to the sender or forward them to you at your sole risk and expense. We have no obligation to respond to Customers regarding billing disputes, and you agree not to advise Customers to contact us with respect to their payments or this Service.

**Our Processing of Checks.** We will collect mail from the Lockbox at least once each business day and will process the contents in accordance with the instructions that you and we have agreed upon in writing (e.g., in the setup form for the Service). You authorize us to endorse Checks that are sent to the Lockbox and to deposit payments received through the Lockbox to your Account.

We may accept Checks for deposit without endorsement and regardless of any difference between the name of the payee and your legal or fictitious business name. You will be deemed to warrant the endorsement of all Checks that we receive through the Lockbox, as well as your right to receive such items for deposit to your Account. If we process a Check payable to a third party, you warrant to us and to any correspondent institution that we may use that you are authorized to deposit the Check to your Account. You also agree to indemnify us and the correspondent institution against any claim for breach of warranty.

We will deposit Checks to the Account in accordance with the terms of your Account agreement but reserve the right to reject irregular items and/or to receive certain items on a collection basis only. Payments received on a Saturday, Sunday or holiday, or after our Service cutoff hour on a banking day, may be processed by us on the following banking day.

Neither we nor our Service providers will be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from any Check that is lost, destroyed, or misplaced while in transit before the Check physically arrives at the premises of the Bank or our Service provider. In no event shall we be liable for any loss of cash that a Customer alleges has been sent to the Lockbox.

**Irregular Items.** We may reject Checks for deposit that are irregular in any way. Unless we agree otherwise in writing (e.g., in your setup form), we may process, send for collection, or forward to you for disposition: Checks that contain discrepancies (e.g., a difference between the written and numerical amounts), postdated Checks, stale dated Checks, Checks bearing payee names different from your name (or any fictitious or other business name that you provide us for that purpose), Checks that do not bear the drawer's signature, Checks that appear to be altered, Checks drawn on a foreign bank or in a foreign currency, and other irregular items. If we agree to reject checks that are irregular in any way, we will attempt to catch such irregularities, but assume no responsibility for our failure to do so.

We assume no obligation to identify and/or return items bearing notations such as "Payment in Full." Unless we agree otherwise in writing, we assume no duty to confirm that any payment equals the amount of any accompanying payment coupon, statement or invoice. You agree not to send or have others send registered warrants, remotely created checks or demand drafts (items that do not bear the maker's signature, but purport to be authorized by the maker) to the Lockbox.

**Record of Payments.** We will make a copy or record of each Check processed pursuant to this Service and will retain the record for several years. At your request and expense, we will prepare copies of Checks for you. You acknowledge that microfilm or image processing is subject to error on occasion and agree to hold us and any third-party processor we use harmless from all claims, actions, damages, attorney's fees and costs associated with our inability to produce copies of Checks.

**Post-Termination.** You agree to notify Customers to stop sending payments through the Lockbox following the termination of this Service. At your request, we may (in our sole discretion) agree to continue processing payments and/or will forward mail received through the Lockbox to you for a short period of time following the date of termination. Such processing will be subject to the terms of this Agreement in effect on the date of termination. Otherwise: (a) we may terminate the Lockbox and/or refuse to pick up any further mail from the Lockbox; (b) we will forward or send to you by courier (at your expense) any Lockbox mail that comes into our possession; and (c) if you fail or refuse to pay our expense for sending you such mail, we may return or send, at your expense, any Lockbox mail to the sender (if known).

**12. Mobile Banking Service.** with this Service, you can use a cellular phone or other mobile communication device approved by us ("**Mobile Device**") to check your account balances, review transaction histories, transfer funds between your designated accounts with us, initiate bill payments, deposit checks and approve transactions that have been initiated through our Business Online Banking Service. You can access account information through this Service 24 hours a day, 7 days a week. The information may not reflect recent or pending transactions. There may be times when all or part of this Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.

**Your Equipment.** In order to use this Service, you will need a Mobile Device that is web-enabled with a working connection to the Internet. Your Mobile Device must support 128-bit encryption and be capable of sending and receiving SMS text messages. You also will need our mobile banking application ("**App**") installed on your Mobile Device. You are responsible for obtaining and maintaining any equipment that is necessary for this Service, such as your Mobile Device. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time, with or without notice.

We are not responsible for any errors, failures, or malfunctions of your Mobile Device, software or other equipment required for this Service, or for any virus or related problems that may occur with your use of this Service. This Service may not be available over some network carriers and may not support all mobile devices. We assume no responsibility for the defects or incompatibility of any equipment or software that you use for this Service, even if we have previously approved their use. We reserve the right to change our system requirements from time to time. Please note that your wireless provider may charge you for internet- related use and text messages. This Agreement does not amend any agreement you may have with your internet service or wireless providers.

**Your Password.** You must be enrolled in our Business Online Banking Service (see section 8) before you can use this Service. In order to access this Service, you will use the same Password and/or other means of identification and authentication you use to access our Business Online Banking Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your Mobile Device. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your Mobile Device (e.g., not leaving your Mobile Device unattended when logged onto the Service). Please see section 4 for additional information regarding security procedures.

**Account Information.** You can obtain balance and other account information through your Mobile Device. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information Service.

**Account Transfers.** You can use this Service to transfer funds between your designated accounts with us (See the “*Funds Transfer Services (Wire/ACH/Internal Transfers)*” section for additional details).  
**Bill Payments.** You can use this Service to make payments to others from one or more of your designated checking accounts with us. (See the “*Bill Payment Service*” section for additional details).

**Bill Payments.** You can use this Service to make payments to others from one or more of your designated checking accounts with us. (See the “*Bill Payment Service*” section for additional details).

**Mobile App: Additional Terms.** If available, before you use our mobile application, you will be asked to agree to certain terms required by our vendor. Those terms will be part of your agreement for the Service.

**Transaction Approval.** If a transaction is initiated through our Business Online Banking Service and a secondary approval is required, you may use this Service to approve such transaction. You must have transaction approval authority in order to use this Service. You may not approve transactions in excess of the limits established by us or your Service administrator. Transaction approvals received after our cutoff hour or on a weekend or holiday may be deemed received as of the next business day.

**Assistance.** If our mobile banking system is not available for any reason, you can contact us during our regular business hours at 1-800-788-4580 for assistance.



**13. Mobile Deposit.** You can use your Mobile Device to deposit checks to your designated Bank account by capturing images of the original paper checks and transmitting the digital images and associated deposit information (“**images**”) to us.

**Eligible Items.** You may only use this Service to deposit images of original paper checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) checks payable to a third party; (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) checks previously converted to an image replacement document; (e) payable-through drafts; (f) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (g) checks that have previously been returned unpaid for any reason; (h) checks that are postdated or more than 6 months old; (i) checks drawn on a foreign bank or payable in a foreign currency; (j) checks payable to “cash” or “holder”; (k) registered government warrants; (l) checks that are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are a joint account holder; (m) checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not properly authorized; (n) checks that do not comply with the Bank’s procedures for this Service, as specified in the “*Requirements*” section below; (o) any check or checks that exceed the transaction limits we establish from time to time; or (p) checks that are otherwise not acceptable under the terms and conditions of your account agreement. Our processing of any of the checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

**Requirements.** Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to you by the drawer. You agree to place the words “*Mobile Deposit Only*” and indicate the depositing bank as “Bank of Hope” with your account number above the endorsement on the reverse side of all checks you deposit through the Service.

**Deposit Limits.** You will be informed of your daily limits with respect to the deposit of any single check and checks in the aggregate, which limits may be changed at our discretion at any time.

**Receipt of Deposit.** Mobile deposits may be reviewed under the Deposit History section via the mobile banking application. You also can check the status of the deposit through our online banking website on the following business day. If check information received by us is not complete or otherwise cannot be processed by us, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account.

Following receipt, we may process the image by preparing a paper “substitute check” or clearing the item electronically.

We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.

**Your Responsibility.** You are responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

**Original Checks.** After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 14 days, at which time you must thoroughly destroy it (e.g., by marking it “VOID” and cutting it into small pieces). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy within five business days. If you fail to do so, we may reverse the amount from your account.

You agree that you will never transfer or present the original check (or a copy) once it is processed by us. You agree to indemnify and hold us harmless if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).

**Availability.** If we confirm our receipt of your deposit information on a business day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we confirm our receipt of your transmission after our cutoff hour or on a non-business day, we may treat the deposit as received the next business day. Items submitted through Mobile Deposit are subject to the Funds Availability Policy in the deposit account agreement applicable to the relevant account. If the drawee of a check or another third party makes a claim against us or seeks a re-credit with respect to any check deposited through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any check that is returned, whether or not the return is timely or proper. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check without advising us that it was previously deposited electronically and obtaining our written approval.

Mobile deposit is only available upon request for Treasury Management clients.

**Your Warranties.** You make the following warranties and representations to us with respect to each check you deposit through this Service: (a) You assume responsibility for any check that is transmitted which for any reason is not paid; (b) You are a person entitled to enforce the original check. You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check; (c) Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check; (d) The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate; (e) You will not transfer, deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that any person will be asked to make payment based on an item that has already been paid; (f) The original check was authorized by the drawer in the amount and to the payee(s) stated on the original check, as reflected in the image sent to us; (g) You have possession of the original check and no party will submit the original check for payment; (h) You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information; (i) You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us. For example, you warrant that the check has not been altered; (j) You make all encoding, transfer, presentment and other warranties that we are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party; (k) Once we confirm our receipt of the check, you will not attempt to deposit it again; and (l) You will only use this Service for lawful purposes and in compliance with our instructions and applicable law.

You agree to take reasonable steps to ensure that files and images transmitted to us do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Service Unavailability.** In the event that the Service is unavailable, you may deposit original checks at our branch or through our ATMs.

**Notice of Errors and Other Problems.** You agree to notify us immediately in writing if you discover: (a) any error or discrepancy between your records and the information we provide to you about your mobile deposit transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized or unreported deposits; (c) a breach in the confidentiality of your Password; or (d) other problems related to this Service.

Unless you notify us within 30 days, the statements, confirmations and reports regarding mobile deposits made through this Service shall be deemed correct (absent manifest error), and you are prohibited from bringing a claim against us for the alleged unauthorized transaction or discrepancy.

**Limitation of Liability.** We will not be liable for any indirect, incidental, special, consequential or exemplary damages. In addition to the limitations on our liability set forth in the Agreement, we will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your failure to provide us with complete and correct check images and data in accordance with this Agreement and our instructions regarding this Service; (b) the return of any check by the institution upon which it is drawn; (c) any information that is lost, intercepted or destroyed during its transmission to us; or (d) the unavailability of this Service for any reason. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with this Service.

**Indemnification.** You agree to indemnify, defend, and hold us, our service providers and agents harmless from and against any and all demands, actions, proceedings, liabilities, losses, costs (including attorney's fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) your use of this mobile deposit Service or our processing of checks in accordance with this Agreement; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) your failure to comply with applicable state and federal laws and regulations; (d) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of images to us; or (e) any claim by a recipient of a substitute check corresponding to a check processed through this Service, that the recipient incurred a loss due to (i) the receipt of a substitute check instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check and/or any paper or electronic copy of either. This section shall survive the termination of this Agreement.

**Use of SMS Messaging.** You may receive SMS text messages relating to this Service, your account and transactions from time to time. In addition to the alerts you request, you authorize us to send emails and SMS text messages to you in connection with this Service, your accounts and transactions at any email address or mobile phone number you provide to us. Your carrier's normal rates and fees, such as text messaging fees, will apply. To stop receiving SMS messages, please email us at [tmo@bankofhope.com](mailto:tmo@bankofhope.com)

**14. Payee Positive Pay Service.** This Service provides you with a way to identify and prevent the payment of checks that you have not authorized.

**Issued Check File.** You agree to provide us with a list of the serial numbers, issue dates, payee names (exact spelling) and the exact amounts (dollars and cents) of the checks that you have issued (“**Issued Check File**”). We will match the check numbers, payee names and amounts against items presented to us through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter) (“**Presented Checks**”).

You authorize and instruct us to pay Presented Checks that match the serial numbers, payee names and amounts set forth in an Issued Checks File received by us in your name, without further investigation or review by us. You agree that: (a) Presented Checks that match the check numbers, payee names and amounts are, and should be treated by us as, properly payable; (b) we have no duty to inspect Presented Checks for unauthorized or improper signatures or alterations or otherwise to take steps to determine whether they are properly payable; and (c) we may compare Issued Check File information with information that is encoded on Presented Checks.

We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, checks with non-matching issue dates, or checks lacking an encoded serial number. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account.

**Return of Presented Checks if No Issued Check File.** All items presented for payment against your accounts will be deemed to be unauthorized and will be dishonored and returned without payment unless they appear as part of an Issued Check File received by us in a timely manner (or are an Exception Check subject to a Pay decision, as described below). You agree that we may return all items, and that our dishonor of them will not be wrongful, unless they appear as part of an Issued Check File or a Pay decision that we have received in time for us to act. In these circumstances, even a properly payable item may be returned. You agree that this is acceptable to and authorized by you, and you waive any right you may have to claim that the dishonored item was properly payable.

**Exception Checks.** If you submit a Check Issued File and there are Presented Checks that do not match the information you provide in the file, we will treat them as exceptions (“**Exception Checks**”). We will dishonor and return all Exception Checks unless otherwise instructed with a Pay Decision (as described below). We will send you an e-mail if there are Exception Checks. The e-mail notice will inform you that an Exception Check report (“**Exception Check Report**”) may be accessed using the Service. The e-mail notice will be sent to the most current e-mail address we have for you in our Service files. This could be the address of your Administrator or another User. You agree to ensure that the appropriate e-mail address is kept up-to-date and is accurate at all times.

**Items Not Covered.** Under some circumstances (e.g., if our system is down), this Service may not match your Checks Issued File information against items that have been finally paid (e.g., checks presented over-the-counter at one of our branches). As such, finally paid items may not be included in Service reports and may not show as Exception Checks. This Service also does not cover checks that we are committed to honor or pay under the applicable laws, regulations or rules governing such items.

**Stale-Dated and Postdated Checks.** We may pay stale-dated and postdated checks unless you place a stop payment or postdated check order on such items, remove them from your list of checks approved for payment, or notify us through this Service not to pay the items.

**Reviewing your Exceptions.** You will review your Exception Checks and provide us with your “Pay” or “Return” decisions no later than our cutoff hour each business day, whether or not you receive an e-mail notification from us. You understand and agree that it is your responsibility to monitor the Exception Checks each business day, and that our e-mail notification is a customer service that may or may not be completed; the notice is not a prerequisite to your obligation to review Exception Checks each day and provide “Pay” or “Return” instructions to us if there are any Exception Checks.

**Return of Exception Checks.** We will return all Exception Checks unless we receive a Pay decision on the items by our cutoff hour on the business day the checks are first reported in an Exception Check Report. If you take no action on an Exception Check Report or on any individual Exception Check, or your Pay decision is not received by us before our cutoff hour, we may treat that as an instruction from you to pay or dishonor your checks according to the default option chosen by you.

**Payment of Exception Checks.** If we pay an Exception Check in error, we will be liable to you for the lesser of the amount of the wrongfully paid Exception Check or the actual damages you suffer from our payment of the Exception Check. However, if payment of the Exception Check discharged an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent.

**Faulty Information.** You agree to provide check information to us in the form, format and manner that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents).

Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice.

**Stop Payment.** This Service is not a substitute for placing a stop payment order on checks. Any stop payment or return instructions that you give to us will be governed by your account agreement and the other provisions of this Agreement.

**Fraud Liability.** See the “*Check and ACH Fraud*” section for details about your liability if you choose not to obtain or implement this Service.

**15. Remote Deposit Capture Service.** you can use this Service to scan images of checks and other items (“Checks”) and then transmit those images and other data to us electronically for deposit to your account. The Checks will then either be processed electronically or converted to substitute checks (“Substitute Checks”) based on the information you provide.

**Equipment and Software.** We may provide you with equipment and/or software (collectively, “Equipment”) that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You will be responsible for all other materials necessary for the Service, such as a telephone, terminal, modem, Internet connectivity, consumables (e.g., ink cartridges and other supplies), and computer.

You may use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You may not: (a) use the Equipment to process Checks through other institutions; (b) use the Equipment at a location other than your regular place of business; (c) perform or allow others to perform alterations or repairs to the Equipment without our written consent; or (d) attempt to bypass or disable any security feature of the Equipment. When this Agreement ends, your right to use the Equipment also will terminate automatically. You must maintain the Equipment we provide to you in good condition, subject to normal wear and tear, and return it to us at the address we direct.

Except for Equipment that we provide to you and agree to maintain, we will not be responsible for repairing or replacing defective Equipment. We also assume no responsibility for any computer virus or related problems that may occur with your use of this Service, whether you obtain equipment or software from us or from a third party.

**Using the Service.** You agree to: (a) only use equipment and software that meet our Service specifications, as they change from time to time; (b) follow our Service instructions for capturing and transmitting Check images and other information to us; (c) ensure that you or your scanning equipment clearly print “Deposit to” or similar wording above the endorsement on all Checks and “Converted to Electronic Check” or similar wording is clearly stamped or printed on the face of all Checks; (d) view each Check as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Check; (e) retain original Checks for no more than 45 days; (f) no later than the 45th day, promptly destroy (by shredding) the original Checks; (g) adopt commercially reasonable security procedures in connection with the storage and destruction of original Checks and any copies of such Checks; (h) allow us to examine the physical location where you capture and transmit Check images and store original Checks to confirm your compliance with this Agreement; (i) adequately train your employees on the use of the Service and evaluate the need for separation of employee duties to reduce the risk of fraud; (j) allow us to inspect any audit report related to your operational process for the Service; and (k) provide us with the original Check (if it is within your possession) or a sufficient copy of the Check within 5 business days of our request. A “sufficient copy” of a Check is a paper reproduction of an original Check that accurately represents all of the information on the front and back of the original Check as of the time the image was transmitted to us by means of this Service.

Once you transmit Check information to us, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others.

**Certain Checks Not Permitted.** You may use the Service only to process the deposit of original paper Checks that are payable to you. Unless we specifically agree otherwise in writing, you may not use the Service to deposit: (a) Checks payable to a third party; (b) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (c) substitute checks (i.e., paper checks created from an electronic image); (d) Checks that are irregular in any way (e.g., where the numerical and written amounts are different); (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks drawn on a foreign bank or payable in a foreign currency; (h) Checks payable to “Cash;” (i) Checks issued by you or any company affiliated with you through 20% or greater common ownership or control; (j) registered government warrants; (k) any Check that you suspect is fraudulent or not properly authorized; or (l) any Check or Checks that exceed the transaction limitation(s) that we establish from time to time. Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, 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. Please see your account agreement for other restrictions on deposits.

**Deposit Limits.** You will be informed of your daily limits with respect to the deposit of any single check and checks in the aggregate as determined by us, which limits may be changed at our discretion at any time.

**Your Representations.** You represent and warrant the following with respect to each Check that you transmit electronically to us: (a) you have the legal right to accept the Check for deposit and negotiation, regardless of the name of the payee shown on the Check; (b) the images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission; (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information; (d) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us; (e) you make all encoding, transfer,

presentment and other warranties that we (or any correspondent bank we use) are deemed to provide to others (e.g., as a reconverting bank) under any law, clearing house rule, or image exchange network or agreement to which we are a party; (f) the Check will not be presented for deposit or payment more than once; (g) you will not submit files with malicious code; and (h) if we agree that you may process previously truncated and reconverted substitute checks through this Service, you will ensure that the identification of previous truncating and reconverting banks are preserved and that returned substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC.

**Hours of Operation.** The Service can be utilized 24 hours a day, seven days a week, except when our system is unavailable due to needed maintenance or system outages. Deposit information received on or after our Service cutoff hour (which we may change from time to time) or on a Saturday, Sunday, state banking or federal holiday, may be deemed received by us as of the next business day. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.

If the Service is not available for any reason or a Check cannot be processed by means of the Service, you may deposit your Checks directly with your branch of account.

**Confirmations.** Although we will not send you a confirmation for each Check we receive, you can use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the deposit, notwithstanding any file receipt information shown at our website, and charge the amount back against any provisional credit to your account.

**Returned Checks.** If a Check is returned unpaid to us for any reason, we may return it to you in the form of a Substitute Check. If you decide to redeposit the returned item, you may only redeposit the Substitute Check; you may not deposit the original Check.

**Availability.** If we receive your Check information on a business day before our Service cutoff hour, we will consider that day to be the day of your deposit. If we receive your transmission after our cutoff hour or on a non-business day, we may treat the deposit as received the next business day. If the drawee of a Check or another third party makes a claim against us or seeks a re-credit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any Check that is returned, whether or not the return is timely or proper.

**Indemnification.** You will indemnify, defend, and hold us harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Checks in accordance with this Agreement or your instructions; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) any modifications or changes you make to the Equipment without our written consent; (d) any misuse of the Equipment by you, your employees or agents; (e) your failure to comply with applicable state and federal laws and regulations; (f) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of Check images or information to us; or (g) any claim by a recipient of a substitute check corresponding to a Check processed through the Service, that the recipient incurred a loss due to (i) the receipt of the substitute check instead of the original Check, or (ii) multiple payments with respect to the same original Check, based on any combination of the original Check, the substitute check and/or any paper or electronic copy of either.

**16. Stop Payment Service.** You may stop the payment of a check or other transaction by following the procedures established for the specific Service. For ACH stop payments, call 1-800-788-4580 or visit one of our branches. To stop payment on a check, you must provide us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the transaction. Requests become effective when we confirm their receipt and have verified that the item has not been paid. There is a fee for each request (effective for six months), whether or not we receive your request in time to act upon it. Requests received after our cutoff hour or on non-business days may be deemed received by us as of the start of the next business day. If our on-line system is not available for any reason, you can contact one of our local branch offices during our regular business hours to make your request.

**17. Zero Balance Accounts.** The Service uses a main Account (“**Concentration Account**”) and one or more related Accounts (“**Sub-Accounts**”). Daily, after all debits and credits have been processed for each Sub-Account, transfers between the Sub-Account(s) and the Concentration Account will be made based upon the amount necessary to maintain the Sub-Accounts at the target balances established in the Specifications. You should maintain sufficient funds in the Concentration Account to ensure that there is a positive ending ledger balance in that Account after transfers between the Concentration and Sub-Account have been completed.

If there are insufficient funds in the Concentration Account for this purpose, we may, at our option, return checks or other transactions (e.g., automatic payments or other electronic transactions) drawn on any of the Sub-Accounts in such order as we, in our sole discretion, may elect and the Accounts will be subject to our standard fees (including overdraft, insufficient funds, and uncollected funds usage fees).

Any fees may be assessed through Account Analysis, directly to the Concentration Account or any Sub-Account, or any combination of the foregoing. You specifically waive any claims you may have against us as a result of the return of any check as provided herein, but you retain any liability for all overdrafts we may allow on your Accounts.

## **GENERAL PROVISIONS**

**18. Amendments.** We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

**19. Applicable Law.** Except as otherwise provided in this Agreement, the services to be provided shall be governed by the laws of the State of California without regard to principles of conflicts of law.

**20. Assignment.** We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

**21. Audit.** You agree to cooperate with us in any audit we undertake to confirm your compliance with this Agreement. You also agree to provide us with information regarding the nature of your business, your principal owners, the transactions subject to this Agreement, and (if applicable) the reasons for any returns, promptly upon our request.

**22. Check and ACH Fraud.** Our Payee Positive Pay and ACH Positive Pay Services are designed to prevent check and automated clearing house (ACH) fraud. You acknowledge that these Services are a reasonable means for preventing losses associated with unauthorized transactions. You agree that, if you choose not to obtain and implement Payee Positive Pay or ACH Positive Pay Service, you will be precluded to the fullest extent permitted by law from asserting any claims against us for paying unauthorized, altered, counterfeit or other fraudulent items and transactions that otherwise could have been detected or prevented with those Services, and that we



will not be required to re-credit your account or otherwise have any liability for paying such transactions. You agree to hold us harmless for any loss that could reasonably have been prevented with your use of Payee Positive Pay or ACH Positive Pay Services. Our rights under this provision are in addition to our other rights set forth in this Agreement.

**23. Compliance.** You agree not to conduct any transactions that would violate the laws of any state or the United States, including 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 facilitate any activity that would violate applicable law.

**24. Cutoff Hours and Business Days.** Some of our Services are subject to processing cutoff hours. Information on cutoff hours can be found in certain User Guides and Service schedules. You also can obtain information on cutoff hours by calling us at 1-800-788-4580. Our business days are Monday through Friday, excluding holidays. Instructions received after a cutoff hour or on a non-business day may be deemed received as of the next business day. We may occasionally shorten our cutoff hours due to early closure of the Bank in observance of legal holidays. If we do, we will post an online notice of the change or send a notice to you in advance. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

**25. Dual Control.** is when your applicable specifications controls require at least two authorized users to separately initiate and approve a function or processes within a service before that function or process will be executed. Dual Control is not satisfied by a single authorized user acting with two access credentials.

**Business Online Banking.** WE REQUIRE that you implement Dual Controls available within your Business Online Banking service for the following functions: initiating and approving ACH and Wire payment orders and approving payment templates. You hereby agree to establish those Dual Controls, and you hereby agree to indemnify and hold us harmless against all losses or liabilities that we may suffer or incur that could have otherwise been eliminated, avoided, prevented or mitigated had you implemented those Dual Controls. Without limiting the preceding sentence, we have the right to require you to execute a separate acknowledgement or indemnity to further evidence the foregoing requirement and may in our discretion suspend your Service pending such execution. This section is in addition to the other indemnifications set forth in this Agreement.

You bear sole responsibility for determining and implementing effective and sufficient internal security controls in connection with each of your Services. We strongly recommend that your internal controls include all Dual Control features that may be available with any Service.

**26. Electronic Mail/Internet.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds). You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.

**27. Entire Agreement.** This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your account agreement with us. Please see your account agreement for other terms relating to the Services (e.g. waivers, severability, overdrafts, governing law, and dispute resolution). Unless we provide otherwise in writing, they constitute (along with any related Service applications, addenda, setup forms, User Guides, and schedules) the entire agreement between you and us with respect to the Services.

**28. Fees.** You agree to pay Bank the fees established for the Service(s). Bank may amend Service pricing from time to time and you acknowledge that certain prices are subject to change without prior notice. Special or additional services performed at your request will be subject to additional terms and fees. You agree to pay the fees charged for the services provided. Bank may send a bill to Customer or charge the fees directly to your account with Bank. If your accounts with Bank are analyzed, you may be able to use available earnings credit to offset certain service charges. If your analyzed accounts contain funds belonging to third parties, you represent that use of any related earnings credit is not limited by law, regulation or any agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services or this Agreement (excluding any income tax payable by Bank). You are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**29. Financial Statement.** You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

**30. Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we or a correspondent bank are required to make to a third party in connection with a Service; or (d) your use or distribution of any equipment or software made available to you through a Service that is inconsistent with the license or sublicense that you receive. This provision shall survive the termination of this Agreement.

**31. Information Processing, Reporting and Discrepancies.** We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

We are not responsible for the manner in which you use any information provided or made available to you through a Service. We are not responsible for any cash management program or financial software used by you. We do not commit to continue to provide information in any particular format or otherwise in a manner that is compatible with any program used by you.

You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

**32. Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for

damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your account or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer Orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$25,000.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

**33. Notices.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Password; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us in writing within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You agree to provide us with at least 30 days' advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your automated clearing house transactions over the preceding calendar quarter (if applicable).

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records, or by posting the notice at our website. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be sent to us at Bank of Hope, Attn: Treasury Management Solutions Operations Department, 3731 Wilshire Blvd., 4<sup>th</sup> Floor, Los Angeles, CA 90010.

We may monitor and record your telephone and electronic communications in connection with the Services at any time.

**34. No Warranties.** THE SERVICES HEREUNDER ARE MADE AVAILABLE ON AN “AS-IS” AND “AS AVAILABLE” BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THESE SERVICES. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW.

NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICES.

**35. Records.** Unless a different period is provided in a User Guide, you will retain and provide to us, upon request, all information necessary to remake or reconstruct any transaction, transmission, file or entry until ten business days following receipt by us of the transaction document, tape, file, entry, transmission, or other order affecting an account.

**36. Reliance on Third Parties.** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through a different party. In such situations, we will have no liability for the delay or unavailability of access. You acknowledge that your rights under this Agreement are solely and exclusively against the Bank; you have no right or recourse against any third-party service provider that we may use in providing our Services. We will not be responsible for any services you receive from third party vendors.

**37. Reserve Account.** We may require that you establish and maintain a reserve account (“**Reserve Account**”) with us to cover your obligations under this Agreement. For our Remote Deposit Capture Service, this includes (without limitation) Service transactions which: (a) the ostensible drawers of Checks claim lack their endorsement or authorization; (b) the drawers of Checks claim are in an amount and/or on terms not authorized by them; and/or (c) are subject to claims of breach of warranty. You grant us a security interest in the Reserve Account for all obligations owing to us under this Agreement. The Reserve Account will only bear interest if it is opened by you and us as an interest-bearing account. You shall deposit the amount that we designate in the Reserve Account within five days from our request.

If we determine that your reserves may not be sufficient to cover our risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/claims, your financial condition, the risk of new product offerings by you, fraud losses, substantial increases in the average number or amount of transactions, and other relevant circumstances), we may increase the amount of the required reserve by providing a notice to you. If you fail or refuse to deposit sufficient reserves promptly upon our request, we may transfer funds to the Reserve Account from the proceeds of your deposits or from your other accounts with us. We may charge any of your accounts, including the Reserve Account, for any loss or claim. Your obligation to us for any loss or claim, and our right to charge your accounts, will not be limited by the balance or existence of any reserve.

Upon the termination of this Agreement, we may require, and you shall promptly deposit, funds in the Reserve

Account that we estimate may be needed to cover potential returns and claims that may arise after termination. This provision shall survive the termination of this Agreement.

Automated Clearing House Services (ACH Transfers), we require that you grant it a reserve interest in cash, or cash equivalents acceptable to the bank and on deposit with the bank. Acceptable type of reserve account will be Regular Savings or Certificate of Deposit. Reserve amount will be minimum 5% of your total exposure limits. Reserve amount is to be remaining hold for a period of 60 days following closure of the ACH Origination services.

**38. Security Interest.** You grant us a security interest in your accounts with us (other than fiduciary accounts maintained for the benefit of others) to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

**39. Termination.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate any Service or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

**40. Third Parties.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

**41. Transaction Limits and Safeguards.** You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.