



# Bank of Hope WIRE TRANSFER REQUEST 송금신청서

BRANCH NO: \_\_\_\_\_ DATE RCVD: \_\_\_\_\_ TIME RCVD: \_\_\_\_\_ Process for:  Same Day  Next Day

|  |  |   |   |  |
|--|--|---|---|--|
| <b>TRANSFER AMOUNT</b><br>송금액                        | <b>BANK USE ONLY</b>   | * FOREIGN CURRENCY WIRE ONLY (Complete this section if the beneficiary will receive the funds in a foreign currency.) |   |  |
|  |  | Type of Foreign Currency  | Exchange Rate                             | Foreign Currency Amount  |
|  | Transfer Amount<br>US \$   | <input type="checkbox"/> DO NOT CONVERT   | Transfer Fee<br>US \$                     | Debit Account: <input type="checkbox"/> DDA <input type="checkbox"/> SAV |
| Purpose of wire transfer for \$5,000 or over/ANY FX: |  |   |   |  |
| <b>ORIGINATOR (SENDER)</b><br>송금인                    | <b>Name:</b> 성명<br><b>Address:</b> 주소  |   |   |  |
| <b>INTERMEDIARY BANK</b><br>중간은행                     | <b>Name:</b> 은행명   |   | <b>ABA Routing No/SWIFT Code:</b> 은행 고유번호 |  |
| <b>BENEFICIARY'S BANK</b><br>수취은행                    | <b>Name:</b> 은행명<br><b>ABA Routing No/SWIFT Code:</b> 은행 고유번호<br><b>Address:</b> 은행주소 <span style="float: right;"><b>Country:</b> 국가명</span>   |   |   |  |
| <b>BENEFICIARY (RECIPIENT)</b><br>수취인                | <b>Name:</b> 성명<br><b>Account No:</b> 계좌번호<br><b>Address:</b> 주소 <span style="float: right;"><b>Phone No:</b> 전화번호<br/><b>Country:</b> 국가명</span>  |   |   |  |
| <b>INSTRUCTION</b><br>기타지시사항                         |  |   |   |  |
| <b>SIGNATURE OF ORIGINATOR</b><br>송금인의 서명            | The originator (sender) agrees to all the terms and conditions of the Wire Transfer Agreement on the reverse side of this request, and hereby authorizes Bank of Hope to debit the wire transfer and fee amount from the account indicated above. To the extent not prohibited by law, the originator agrees that this wire transfer is irrevocable and that the sole obligation of Bank of Hope is to exercise ordinary care and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this wire transfer. |   |   |  |
|  | X _____  |   | Date (날짜): _____                          |  |

### BUSINESS UNIT USE ONLY

| VERIFICATION for In-Person at Branch   |                                |  |  |
|--|--------------------------------|--|--|
| Account Holder   | Conductor Name:                | DOB:   |  |
| <input type="checkbox"/> ID <input type="checkbox"/> SSN <input type="checkbox"/> DOB <input type="checkbox"/> Known to branch | ID Type/Number:                | Exp. Date:   |  |
| VERIFICATION for Requests Received via Facsimile   |                                |  |  |
| Telephone No. Called:  | Date/Time:                     | <input type="checkbox"/> ID <input type="checkbox"/> SSN <input type="checkbox"/> DOB <input type="checkbox"/> MMN <input type="checkbox"/> Sec Code |  |
| Name of the customer contacted:  | Received by:<br>(Name/Initial) | Verified by:<br>(Name/Initial)   |  |

**\* IMPORTANT REMINDER for CONSUMER INTERNATIONAL WIRE TRANSFERS (Dodd Frank)**

The required disclosure has been provided to the customer upon receipt of this request.

| Processed/Approved by<br>(TWO or more approvals<br>REQUIRED if over \$250K) | Teller       | Universal Banker | Operations Officer | Operations Mgr | Branch Mgr   | Senior Mgmt  |
|---|--------------|------------------|--------------------|----------------|--------------|--------------|
|   | Name/Initial | Name/Initial     | Name/Initial       | Name/Initial   | Name/Initial | Name/Initial |

### WIRE DEPARTMENT USE ONLY

|                               |                                |       |
|-------------------------------|--------------------------------|-------|
| Entered by:<br>(Name/Initial) | Verified by:<br>(Name/Initial) | Memo: |
|-------------------------------|--------------------------------|-------|

# WIRE TRANSFER AGREEMENT

This agreement sets forth the terms of the funds transfer request ("Request") between BANK OF HOPE (the "Bank" and "us") and the undersigned customer ("you").

**1. Wire Request.** The following rules apply to fund transfers.

Generally speaking, this includes transfers through Fedwire and other fund transfer systems, as well as transfers between accounts maintained with us and are governed by Article 4A (Division 11 in California) of the Uniform Commercial Code. If you are a consumer sending a payment order (as defined below) to a foreign country, the payment order is governed by the Electronic Funds Transfer Act. Once you are approved for this Request, you may transfer available funds from your designated Bank account(s) to other accounts with us and to accounts or persons at other financial institutions. The term "Payment Order," as used in this agreement, includes an order to transfer funds and orders asking us to amend or cancel a previous transfer request.

**2. Security Procedure.** You agree to: (a) comply with, and to maintain the security and confidentiality of any security code and/or procedure (collectively, "Security Procedure") that we provide to you in connection with the Request; (b) closely and regularly monitor the actions of your employees who use the Request or who have access to the Security Procedure; (c) notify us immediately if any employee authorized by you to use the Request leaves your employment; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. We assume no responsibility to detect errors in payment orders, even if we may take certain actions from time to time to do so (see also Section 8). We may elect to verify the authenticity and content of any payment order by placing a call to any authorized signer on your account and/or any other person you designate for that purpose. If we are unable to verify a payment order with your representative, we may refuse to execute the payment order. You agree that our telephone confirmation of a payment order (or our reliance on any other Security Procedure that you and we agree upon) shall be deemed to be a commercially reasonable security procedure, in light of the anticipated size, type and frequency of your payment orders. Payment orders that are processed in accordance with the Security Procedure will be deemed made by you and you will be obligated to pay us in the amount of such orders, even if they are not transmitted or authorized by you. The Bank shall be under no obligation to obtain the receipt of the payee. The Bank on request will use its reasonable efforts to trace payment. No request for tracing shall be made prior to 3 weeks from date of this order.

**3. Form and Format of Payment Orders.** You will complete and transmit all payment orders in the form, format and manner that we designate. We may: (a) refuse to accept any payment order which is incomplete, ambiguous, not approved by an authorized person, or which does not conform to our requirements; (b) reject any payment order that exceeds any threshold we establish for your account or which is not confirmed to our satisfaction before our processing cutoff hour; and (c) execute your payment order through any intermediary financial institution or funds transfer system we choose, notwithstanding any contrary information contained in a payment order.

**4. Inaccurate Payment Orders.** If a payment order describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying or account number, we and other financial institutions may process the payment order on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review payment orders for inconsistencies or to confirm the accuracy or completion of your payment order.

**5. Processing Cutoff Hour.** Payment orders (including amendment and cancellation orders) must be received by us on or before our processing cutoff hour in order to be executed on the same day. The processing cutoff hour may be changed from time to time without notice. Cutoff hours may vary depending on the location. Check with your local branch or contact the Bank's Customer Service for cutoff hours. Payment orders received after the cutoff hour or on a Saturday, Sunday or holiday will be deemed received by us on our next funds-transfer business day. Transfers may be delayed if an intermediary financial institution or the beneficiary's financial institution is not accepting orders (e.g., due to a local holiday).

**6. Cancellations and Changes.** You may not cancel or change a payment order once we have executed it. You may cancel or change a payment order prior to its execution by providing us with a cancellation or change request in the form, format and manner that we designate from time to time. Cancellation and change of payment orders must be received in writing before our processing cutoff hour and must contain all of the information requested by us. We may reject late or nonconforming payment orders. If we attempt to process late or nonconforming payment orders, you agree to reimburse us for all costs, losses and damages we incur as a result. You also agree to indemnify, defend and hold us and our agents harmless from all actions, proceedings and claims that may arise, directly or indirectly, if we attempt to cancel, change or reverse an executed payment order at your request. If you are a consumer sending a payment order to a foreign country, please refer to the separate disclosure provided by us for cancellation requirements.

**7. Rejection of Payment Orders.** We reserve the right to refuse any payment order with or without cause or prior notice. Although we may attempt to notify you of the rejection by telephone, we are not required to send the notice to you earlier than the close of our

next funds-transfer business day. We will have no obligation to resend a returned payment order if we originally processed it in accordance with this agreement. We will debit or credit your account for payment orders returned to us.

Unless the return is caused by our failure to properly execute a payment order, we will have no obligation to credit your account with any interest on the amount of the returned payment order. We reserve the right to reject any incoming funds transfer to your account, including a transfer from another account with us, with or without cause. To the extent permitted by law or payment system rule, credit to your account for an incoming funds transfer is provisional until we receive final settlement for the transfer. In the event final settlement is not received, we will be entitled to a refund of the amount provisionally credited.

**8. Your Duty To Review Transactions.** We will not send you a separate confirmation of payment orders. It is your obligation to review your transactions and examine your statement(s) for any discrepancy concerning a payment order. If you fail to notify us of any discrepancy within 14 days after you receive your statement or you become aware of other information that reasonably leads you to believe there is a discrepancy with your payment order, whichever occurs earlier, the Bank will not be liable for, and you will indemnify and hold the Bank harmless from, any loss of interest to you with respect to the payment order and any and all other damages or losses which could have been avoided had you given us proper notice during the time period specified in this Section. If you do not have a deposit account with us, the duty to review your transactions and the notification obligations in this Section 8 will still apply. By utilizing this Request, you hereby accept and agree to these terms. If you are a consumer sending a payment order to a foreign country, please refer to the separate disclosure provided by us for review and notice obligations.

**9. Limitation on Liability.** We will not be liable for consequential, special or exemplary damages or losses of any kind, even if we are aware of their likelihood. We reserve the right to reject your payment order and we will not be liable for any failure to act or delay due to: the lack of sufficient, available funds in your account; circumstances beyond our reasonable control; fire, flood, or natural disasters; power outages; communication or computer failures beyond our immediate control; labor disputes; any inaccuracy or ambiguity in your instructions or payment orders; the action or omission of others; or any applicable government or funds-transfer system rule, policy or regulation. An action or proceeding by you to enforce an obligation, duty or right arising out of this agreement or by law with respect to your account or this Request must be commenced within one year after the cause of action accrues.

**10. Waivers.** If permitted by law, you and we waive any right to a trial by jury in the event a dispute arises between us in connection with this agreement or the Request. If such jury waiver is unenforceable, then you and we agree that any dispute will be determined by judicial reference pursuant to the governing law to this agreement.

**11. Fees.** You agree to pay us the fees we establish from time to time for this Request. We may deduct the fees directly from your accounts with us. You further agree to reimburse the Bank for any actual expenses the Bank may incur to effect or revoke any wire transfer or perform any related act at your request. In addition, if it is necessary that the wire transfer should be routed through an intermediary or through other banks, any additional charges imposed will be deducted from the wire transfer amount. If you are a consumer sending a payment order to a foreign country, please refer to the separate disclosure provided by us for applicable fees.

**12. Governing Law.** Except as otherwise set forth in this agreement, the payment orders and this agreement will be governed by and construed in accordance with the laws of the state where you maintain your deposit account with us.

**13. 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 automatically convert (AutoConvert) your U.S. dollar (USD) 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 AutoConvert does not occur, the beneficiary's bank may nonetheless upon receipt (or may be required by law to) convert the USD payment into the relevant foreign currency. We cannot guarantee that your beneficiary will be able to receive USD. 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. If you are a consumer sending a payment order to a foreign country, please refer to the separate disclosure provided by us.

**14. Assignment and Termination.** This agreement may not be assigned by you to any other person or entity without the Bank's prior written consent. We may terminate this agreement at any time, with or without cause, by providing you with a notice of termination. Your obligations under sections 2, 6, 8, 9, 10 and 13 shall survive the termination of this agreement. Any termination of this agreement will not release you from any obligations that have arisen or accrued up to and including the date of termination.