



## CASH MANAGEMENT SERVICES AGREEMENT

This Cash Management Banking Services Agreement (“Agreement”) is entered into by and between Nara Bank (“Bank”) and the undersigned (“Customer”). This Agreement establishes the terms and conditions of certain Services and contains the rights and responsibilities of Bank and Customer. When you use a Service listed in this Agreement, you agree to be bound by all terms, conditions and procedures as outlined in this Agreement, any additional terms and conditions provided from time to time for Service and any user materials furnished to you. To the extent Bank provides other services to you, those services are controlled by other agreements. By signing this agreement, you agree to the terms and conditions contained in this agreement. We may change, add to, or delete from the terms and conditions disclosed in this agreement, any additional terms and conditions provided and any user materials furnished to you from time to time. You acknowledge your acceptance of those changes by continuing to use the affected Service(s).

In this agreement, “Nara Bank”, “Bank”, “we”, “us”, and “our” refer to Nara Bank. The words “you” and “your” refer to you, our customer. Any other defined terms in this booklet will be capitalized. You may find the definitions in the glossary at the end of this booklet.

### GENERAL TERMS AND CONDITIONS

- 1. SERVICES.** Nara Bank agrees to furnish to you, any or all Services described in this Cash Management Services Agreement, subject to the terms and conditions contained herein and in any additional terms and conditions or agreements provided for the Service. All Services requested are subject to our approval prior to commencement of those Services and availability can be denied by us at any time for any reason.
- 2. COMMENCEMENT OF SERVICES.** We will commence providing the requested Services to you if (a) you have provided us with the information and documentation, in acceptable form and detail, as we believe, in our sole discretion, is necessary or appropriate. Required information may include, without limitation, financial statements and tax returns; (b) we, you and any required third parties, where applicable, have agreed to contract provisions and to the format for all input and output information; (c) any necessary installation, testing and/or training has been completed.
- 3. ELIGIBLE ACCOUNTS.** You will designate certain accounts for specific purposes in connection with the Services. If you fail to designate account(s), we may designate the accounts for you. If the designation 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. Unless otherwise agreed to, special signature requirements are not binding on us and we may act upon the instructions of any one authorized signer. You agree to provide to us any instructions relating to changes in your authorized signers, representatives or agents, promptly and in writing.
- 4. FEES, CHARGES AND PAYMENT OBLIGATIONS.** You agree to maintain a balance of available funds in designated account(s) to sufficiently cover your payment obligations under this Agreement. If there are insufficient available funds, you agree that we may debit any account maintained by you with us, including accounts of affiliates, to obtain payment of your obligations, or we may reject the transaction.

You agree to pay to us the fees established for the Service(s) and contained on our Cash Management Schedule of Fees and Charges. We 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. We may send a bill to you or charge the fees directly to your account with us. 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 us). You are responsible for the costs of any communication lines and any data processing charges payable to third parties.

- 5. EQUIPMENT.** We may provide you with equipment and/or software (collectively, "Equipment") that you can use to transmit data and instructions to us. You are responsible for maintaining any equipment and/or software that is necessary for online or web-based services and communications, such as telephones, terminals, modems and computers. Any Equipment requirements are described in the User Materials, as amended from time to time. You must provide and properly install all required Equipment and must maintain the Equipment in good working order. You accept full responsibility for the security and confidentiality of all matters related to the Equipment. We are not responsible for the installation or setup of any Equipment unless said equipment is provided by us.

We do not guarantee access to any Services from all computers, modems or communication software packages.

You agree to use equipment and/or software that are compatible with our programs, systems and equipment, which may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with our services, even if we have previously approved their use.

You agree to notify us promptly if any software or hardware we have provided to you becomes defective. At our election, we may replace or repair such software or hardware. 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 your use of a Service.

Where applicable for the Service you have selected, we may grant to you a non-exclusive, non-transferable license to use certain licensed software and documentation on such computer central processing units owned or controlled by you for your own internal operations. The licensed software, the documentation, and all copies thereof remain our exclusive property, subject to our rights, and you have no right, title, or interest therein, except as expressly set forth in any Agreement between you and us. You may not assign, sublicense or otherwise transfer a sublicense to any other person or entity, whether voluntarily, involuntarily, or by operation of law. You are the owner of all data that is supplied to you for processing in connection with any service you select.

You will promptly return all copies of the software and/or equipment and User Materials, including materials related to the User Materials, to us upon termination of the Service and/or Agreement.

- 6. SECURITY PROCEDURE AND USER GUIDE.** You agree to comply with the security procedures required for the Service selected. If we provide you with User Guide or a Security Procedure, you agree to follow the security instructions. We may provide you with one or more identification numbers and/or passwords (collectively "Password") to access a Service, a specific security device or other additional security process or specific instructions for using a Service. When a Security Procedure is required to access a Service or authenticate instructions, you agree to appoint an individual ("Administrator") with the authority to determine who will be authorized to use the Services on your behalf. 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. You or your Administrator will designate which accounts will be used 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.

You agree to (a) comply with our instructions and any User Materials that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Password, the Equipment, and any other proprietary property or information we provide to you in connection with the Service; (c) limit access to your security procedure, Password and Equipment to persons who have a need for such access; (d) initiate control practices to regularly monitor employee access to the Service; (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 the Password if you know or suspect that the confidentiality of the Password has been compromised in any way. You acknowledge that the purpose of a security procedure is for verification of authenticity and not for the detection of errors (e.g. duplicate instructions or errors in information you provide to us). We are not obligated to detect errors made by you, even if certain actions are taken from time to time to do so.

You agree to change temporary passwords that we assign to you or your Administrator, the first time you use the Service and whenever anyone who has had access to a Password is no longer employed or authorized by you or your Administrator to use the Service. We may require you to change your Password at any time. We may deny access to the Service without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Service or if we believe such action is necessary for security reasons.

Each time you perform a transaction or funds transfer, using our security procedure, you warrant that the security procedure is commercially reasonable. If a Service allows you to set transaction limitations and establish internal controls, and you fail to set such limitations and implement adequate controls, you acknowledge that such failure increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Service, even if the order is not authorized by you, if it is submitted with an approved security procedure or Password or is otherwise processed by us in accordance with the security procedures described in this Agreement or in any User Materials.

We reserve the right to change any or all of the security procedures, codes or other devices and processes at any time by giving oral, electronic, or written notice to you.

- 7. MULTIPLE ACCESS AGREEMENT** If customer wishes to allow access to multiple accounts held by customer through the use of Bank's online systems, Customer must enter into the Cash Management Multiple Access Agreement (Appendix A) and either a Cash Management Non-Corporate Multiple Access Agreement Resolution (Appendix B) or a Cash Management Multiple Access Board Resolution (Appendix C), depending your entity type.
- 8. TRAINING.** We will provide to you and/or your staff initial training for the Services as is agreed upon between the parties. Additional requests for training for the Services may be subject to an agreed upon fee.
- 9. INFORMATION PROCESSING AND REPORTING.** Our Services require us to receive, process and report information. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. 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.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g. due to the failure of others to provide accurate information or telecommunication failures). You agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, 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 telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and take reasonable steps to resume processing.

- 10. 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 sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.
- 11. USE OF AGENTS.** You assume sole responsibility for any actions performed on your behalf by your agents or contractors. You agree that the Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents or contractors. You agree that we may rely on instructions, data, or any documentation provided to us by your designated agents or contractors.

In the event that any Service(s) are dependent on our ability to obtain or provide access to third party networks and distribution systems, you and we agree that if the network or system is unavailable or in the event we determine, in our discretion, that we are unable to continue providing third party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, we have no liability for the unavailability of the third party network or system.

We have the right to offer any of the Services through an affiliate or unrelated third party. In order to provide these Services to you through this type of arrangement, you authorize us to disclose information on your

accounts and services to the affiliate or third party who provides the Services.

**12. SERVICE AVAILABILITY AND CUTOFFS.** Our business days are Monday through Friday, excluding legal holidays. Some Services are subject to processing cutoff hours and these are detailed in each of the Services' sections of this Agreement. Transactions or other information received after the cutoff hour or on a non-business day will be deemed received as of the next business day. All cutoff hours are in Pacific Time (PT).

**13. TRANSACTION LIMITATIONS.** We may from time to time establish transaction limitations for certain Services and assign them to you. If at any time there is an adverse change in your financial condition, you will immediately provide written notice to us. We may require that you provide further financial information acceptable to us and/or we may establish lower transaction limitations for you.

**14. HONORING TRANSACTIONS.** You agree to indemnify and hold us harmless for any and all actions we take in accordance with your instructions, even if we vary from our standard procedures in honoring your instructions. Nothing in this provision, however obligates us to honor, either in whole or in part, any transaction or instruction that (a) is not in accordance with any condition agreed upon between the parties either in this Agreement or in any other agreement between the parties; (b) we have reason to believe may not be authorized by you; (c) exceeds any transaction limit, funding limit, or daily limits imposed by us on your transactions; (d) exceeds your collected and available funds with us; (e) involves funds that are subject to a hold, dispute, or legal process which prevents that withdrawal; (f) violates any provision of any applicable risk control program of the Federal Reserve Board, or any rule or regulation of any federal or state regulatory authority; or (g) for the protection of either one of the parties, we have reasonable cause not to honor.

You are responsible for and we may rely upon the accuracy and authenticity of all data and other information furnished to us by your employees and agents. We may rely on any data or information furnished to us using the security procedure that identifies you.

**15. COMPLIANCE WITH LAW.** You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of your business, and to the Services. You shall have the responsibility to fulfill any compliance requirement or obligation that we and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT ACT and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Agreement.

You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening.

**16. CLAIM OF LOSS.** You agree to cooperate with us in the investigation of any loss claims due to forgery, alteration, or unauthorized withdrawal. You will provide us with an affidavit containing information about the transaction and the circumstances surrounding the loss. You agree that we may take a reasonable period of time to investigate your claim. Our maximum liability is the lesser of your actual damages proved, or the amount of the transaction reduced by an amount which could not have been realized by the use of ordinary care. In no event will we be liable for special or consequential damages or for attorneys' fees you incur.

You agree to review, regularly and promptly, all reports, transfer instructions, adjustments, charges, entries and other transactions. You shall immediately or, in any event, thirty (30) calendar days following the date that we first mail or otherwise make available to you notification of the transaction ("Notice Period"), notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, of any acts or omissions on our part relating to any Service that has caused you or the third party damage. If we make an error, upon written notice of the error, we will, to the extent reasonably possible, correct the error promptly.

If you fail to notify us of such discovery within the Notice Period, in the event of an erroneous wire transfer or ACH transaction, you will be liable for all losses (including any loss of interest) up to the amount of the transaction, which result from your failure to give us notice or which might have been prevented by giving us

notice and, in the event of an unauthorized transaction, we will not be liable for any loss of interest which results from your failure to give us notice or which might have been prevented by giving such notice.

Unless otherwise provided in these terms and conditions, if you fail to notify us of any error or discrepancy within 30 calendar days following the day we first mailed or otherwise made notice available to you, you are precluded from asserting such claim and waive the right to do so.

- 17. ARBITRATION.** You and Bank agree to waive the right to have a dispute heard before a judge or jury including disputes that are arbitrated or resolved by judicial reference. You and Bank agree that any controversy, claim or breach of this agreement may be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Neither party shall institute an arbitration proceeding until it has given the other party at least 30 days prior written notice.
- 18. UNAUTHORIZED ACCESS.** You understand and agree that while we and our service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to services may not be free from delays, malfunctions, or other inconveniences generally associated with electronic communications. You are responsible for implementing standard precautions to keep your system clean and free from viruses.
- 19. TERMINATION.** You or Bank may terminate some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate services 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 Service; (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 Service(s). The termination of any Service or Agreement will not affect the rights or obligations of the parties that arise prior to termination. Specific Services may require minimum contract terms and/or assessed termination fees as well as other terms or special provisions which are detailed in the Services' section of this Agreement.
- 20. SERVICE AMENDMENTS.** We may add, delete or change the features or functions of the Services, at any time in our sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Services, we will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically.
- 21. FAILURE OF OTHER COMPANIES.** You agree, and we disclaim responsibility and liability (to the maximum extent permitted by law) for any delays, disruptions or failures of service providers other than us. These services may include, but not be limited to, originators of payments due you, recipients of payments you make, and companies that provide processing services (for example, internet service providers).
- 22. CUSTOMER INDEMNIFICATION.** You will indemnify and hold us harmless, our licensors and providers of Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of : (i) the wrongful acts or omissions of you, or any person acting on your behalf, in connection with your use of Service(s) under this Agreement, including without limitation (a) the breach by you of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of you or your customers or any third party on behalf of you (c) any misuse of the Service(s) by you, or any third party within the control or on behalf of you, (d) the failure by you to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any Item (or any Image Exchange Item) processed by us for you or at your instruction; (ii) any act or omission of us that is in accordance with this Agreement or instructions from you, (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of any data to us; (iv) any loss or corruption of data in transit from you; (v) any claim by any recipient of a Substitute Check corresponding to an Item processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the original check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Agreement.
- 23. DISCLAIMER.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. BANK AND

ITS LICENSORS HEREBY DISCLAIM, AND CUSTOMER HEREBY WAIVES AND RELEASES BANK, ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS AND EMPLOYEES FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED.

**24. NOTICE** THIS AGREEMENT PROVIDES FOR IMPORTANT LEGAL RIGHTS, DUTIES, AND LIMITATIONS, INCLUDING AUTHORIZATION BY THE ACCOUNT HOLDER THAT ANY COMMUNICATION RECEIVED BY THE BANK THROUGH THE ONLINE BANKING SERVICES WILL BE DEEMED TO BE A VALID AND AUTHORIZED COMMUNICATION OF THE ACCOUNT HOLDER NAMED IN THE COMMUNICATION FOR PURPOSES OF ANY ELECTRONIC SERVICE REQUESTED IN THE COMMUNICATION. THE BANK IS NOT REQUIRED TO VERIFY THE AUTHENTICITY OF ANY COMMUNICATION OTHER THAN THROUGH THE SECURITY PROCEDURES SET FORTH IN THE MULTIPLE ACCESS AGREEMENT OR IN ANY OTHER APPLICABLE AGREEMENTS. READ ALL AGREEMENTS BETWEEN YOURSELF AND BANK CAREFULLY AND ASK QUESTIONS ABOUT ANY PROVISIONS YOU DO NOT FULLY UNDERSTAND BEFORE SIGNING. YOU SHOULD RECEIVE A SIGNED COPY OF THIS AGREEMENT FROM THE BANK.

**25. BANK'S LIABILITY.** We will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of services. We will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your employees, representatives, or agents; (iii) the failure of third parties or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Agreement; or (iv) failure or errors on the part of internet service providers, telecommunications providers or any other party's own internal systems.

Except for losses caused by our gross negligence or willful misconduct, whether for breach, negligence, infringement, in tort or otherwise, and arising during any twelve-month period shall be limited to the average monthly charge for the Services in question for the six-month period preceding the date of loss. We shall not be responsible, under any circumstances, for any loss of goodwill or for any special, consequential or indirect damages that you incur in connection with this Agreement or the Services.

Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages.

You agree that the amount of any claim you have against us in connection with any account or transaction is subject to reduction on the basis of your negligence or failure to use reasonable care on your part, the extent to which damages could not be avoided by our use of ordinary care and reasonable commercial standards, and your failure to comply with your notice and reporting requirements under this Agreement.

You agree to pursue your rights under any insurance policy you maintain in connection with any loss and to provide us with coverage information. You further agree that our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive. If we reimburse you for a loss that is covered by insurance, you agree to assign us your rights under the insurance.

Any claim, action or proceeding by you to enforce the terms of this agreement or to recover for any loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

Unless prohibited by law, you agree to reimburse us for any liability, losses and expenses we may incur in connection with your account or Service(s).

This section shall survive termination of this Agreement and all Services.

**26. REPRESENTATIONS AND WARRANTIES.** In contracting for accounts and Services, you represent and warrant that (a) you have the authority to execute, deliver, and perform under this Agreement; (b) the performance of your obligations under this Agreement will not constitute or result in a breach of your certificate or articles of incorporation, by-laws, partnership or operating agreement, or other organizational document, as applicable, or the provisions of any material contract to which you are a party or by which you are bound, or result in the violation of any law, regulation, judgment, decree or governmental order applicable to you (including, but not limited to, any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which you are a party or by which you are bound; and (c) all approvals, including but not limited to approvals relating to affiliate accounts, required to permit your execution, delivery, performance and consummation of this Agreement and the transactions contemplated under this Agreement have been obtained.

## **27. MISCELLANEOUS**

**Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. We may subcontract any of the work, services, or other performance required of us under this contract without your consent.

**Notices.** Notices must be in writing and must be delivered to the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

**Force Majeure.** Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

**Agreement Amendments.** We may amend this Agreement at any time and from time to time as determined in our sole discretion and without prior notice to you. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

**Severability.** If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

**Waiver.** We may waive enforcement of any provision of this Agreement and any such waiver shall not affect our rights or in any other way modify the terms of this Agreement.

**Applicable Law.** This Agreement will be governed by federal law, and to the extent not preempted, by internal laws of the State of California (without regard to that state's principles of conflicts of law).

**Independent Contractor.** Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

**Headings.** The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

## **NON-ELECTRONIC BANK SERVICES**

### **ATM Deposit Service**

You may make deposits to your Nara Bank accounts at proprietary ATM machines located at our branches. You will receive a receipt for each deposit made. No withdrawals are permitted. All other terms and conditions for deposits are covered in the Deposit Account Agreement.

You may also use the Business ATM Deposit Services of our designated correspondent bank. Deposits may be made at their retail branches or ATMs for next day credit to your account at Nara Bank. All services provided will be subject to terms and conditions provided by the correspondent bank. No withdrawals are permitted.

### **Commercial Cash Service**

This service allows you to place orders for coin and currency and make cash/check deposits at our designated correspondent bank processing centers. You must arrange with an armored carrier acceptable to us for the delivery of deposits and/or for the delivery of currency and/or coin. The armored carrier is your delivery agent and your agreement with the armored carrier does not constitute any relationship between the carrier and us.

Any credit to your accounts prior to our verification of a deposit is provisional credit only and may be corrected. Our verification of deposits is conclusive and binding on you. You waive any discrepancy between your records and our records if your claim is made past the timeframes set in the User Materials.

You authorize us to act upon any request for coin or currency and accept deposits to your account in accordance with this Agreement and the procedures described in the Deposit Account Agreement. You may be required to identify each person and location authorized to place coin and currency orders with us or our correspondent bank.

You agree that we may charge your account for the amount of each order placed. You agree to inspect all cash shipments prior to being accepted from the armored carrier by examining the bag and the bag seal for integrity and condition. Damaged or torn shipping bags, or bags with loose or missing seals, must be refused by you. You must visually verify the shipment strap count through the shipping bag prior to acceptance from the armored carrier. Within twenty-four (24) hours of acceptance and prior to use, you must open and piece-count to verify the order in dual custody.

Any discrepancy between the amount verified by you and the amount charged by us to your account (difference) must be reported to us in writing within three (3) business days of the receipt of the cash order. Reports of differences must be in writing on your official letterhead accompanied by the strap in which the Difference occurred, the shrink-wrap packaging around the strap, and if possible, the shipping bag and bag shipping seal. Differences of \$50.00 or more must be reported immediately by telephone or electronically followed by written notice to us.

You authorize us to credit your account for any cash order overage and debit the account for any cash order shortage.

All Services provided will be subject to terms and conditions provided by the correspondent bank.

### **Commercial Loan Sweep**

This service will sweep excess available deposit balances to your commercial loan account to pay down the outstanding principal on your loan balances. Balance thresholds in your deposit account can be established in order to meet your daily cash needs. The sweep is available only to those customers with a Revolving Line of Credit and is not available for any other type of loans held with the Bank.

We can also sweep to your deposit account from your loan when funds are needed in that account, provided funds are available in the loan account.

You agree to maintain sufficient available funds in the deposit and loan account for completing the automatic transfers and will hold the bank harmless for not completing a transfer if the funds are unavailable.

### **Remittance Banking / Lockbox Service**

You may direct your debtors and/or customers to forward their payments by checks, or other paper items, to the post office address we designate ("Designated Address"). We, or our designated agent, acting on your behalf,

shall have exclusive and unrestricted access to mail directed to the Designated Address. We, or our designated agent, will endorse, on your behalf and at your request, checks and other deposited items that were sent to the Designated Address and appear to be for deposit to your account with us, even if you are a joint payee on the check. You will agree to provide a list of Acceptable Payees as part of the Service Application. Items received at the Designated Address shall be processed as mutually agreed upon and credited to the account you designate each business day.

Lockbox deposits are processed throughout the day at specific cutoffs designated by you on the Service Application, with the final cutoff of 4:00pm. Monday through Friday, and are available to you either via data transmission or online reporting. Items deposited through the Lockbox service will be processed using our Item Processing provider and will clear through normal clearing channels.

We, or our designated agents, will not be bound by restrictive legends or other notations on checks, such as "Void after 90 days," or "Void if over \$500." We will not be bound by the restrictive language and may honor or deposit the checks or other items without regard for the restrictions contained therein. In no event will we be liable for any refusal to honor said restrictions (whether or not we had previously honored or dishonored similar restrictions).

Any extraneous material received will be returned to you at the most recent business address on our records or as indicated on the Service Application. Extraneous material will include, for example, correspondence to you, foreign items, items that do not contain an Acceptable Payee as listed on your service application, currency or coin.

The Lockbox service will not be used to affect the deposit of currency or coin. Any currency or coin retrieved from the Lockbox will be forwarded to you in compliance with extraneous material handling. You assume the risk of loss resulting from us, or our designated agents, forwarding currency or coin pursuant to this paragraph.

Pursuant to Section 4205 of the California Commercial Code, we will be a holder of an item at the time we receive the item for collection if you were a holder of the item at the time of delivery, whether or not you endorse the item, and if we otherwise satisfy the requirements of a holder in due course pursuant to California Commercial Code Section 3302.

Funds deposited in connection with this Agreement are subject to our funds availability policy as disclosed in the Deposit Account Agreement and Regulation CC. For the purposes of this Service, funds deposited to the Lockbox are considered deposited on the day on which the deposit is removed from the Lockbox and is available for processing by us or our agents.

We, or our designated agent, have authority to accept or reject an item that predates presentment by six months or more, or an item that is presented before the date of the check, without liability to the drawer for wrongful dishonor.

If a check or other item (or image of a check or other item) is returned unpaid for any reason, we may charge your account for the amount of the check or other item plus a handling fee, without regard to whether the institution on which the check or other item is drawn returned the item before its midnight deadline. If an item is returned for endorsement missing, an endorsement will be supplied (utilizing our endorsement stamp) and the item will be represented to the depository bank.

Notwithstanding any of the foregoing, we reserve the right to reject for deposit any item at any time, with or without cause, and either with or without notice to you. In this regard, credit for items received in accordance with the terms and conditions herein will be provisional, subject to our right of rejection. Rejected items will be returned to you.

### **ACH Fraud Filter**

Nara Bank's ACH Fraud Filter is an electronic fraud reduction program that will enable you to instruct us to block and return specific ACH debit entries presented for payment against your demand account(s) that are enrolled in the Service.

When an ACH debit is presented for payment against an enrolled account, Nara Bank will review the items and contact your designated contact (as indicated on the Service Application) for disposition of the item(s). If you cannot be reached prior to the decision deadline of 1:00pm, Pacific Time, we will return all items. You (i) agree to indemnify and hold us harmless from any losses or liabilities we may suffer or incur as a result of our payment

of ACH Debit Entry upon your instruction, and (ii) release and forever discharge us, and our parent, subsidiaries, affiliates, successors, officers, claims damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which you have, or ever can have, may or shall have or claim to have against us regarding or relating to the payment or return of any ACH Debit Entry in accordance with this Agreement.

The Service will not be used as a substitute for our stop payment service. You will follow our standard stop payment procedures if you desire to return an ACH Debit Entry that was validly issued. Nothing in this Agreement will limit your right to stop payment on any approved ACH Debit Entry or our right to return any approved ACH Debit Entry you have authorized us to pay in accordance with this Agreement if we determine, in our sole discretion, that the ACH Debit Entry cannot be paid due to insufficient collected and available funds in your account.

### **Zero Balance Accounting**

If your company disburses funds from multiple accounts or maintains a number of different depository accounts, the Zero Balance Accounting Service may assist you. Under this service you designate a primary demand deposit account, called the "Concentration/Parent Account", and secondary accounts called Subsidiary Account(s). You can authorize us to transfer funds between the Concentration/Parent Account and the Subsidiary Accounts in order to bring the respective balance of the Subsidiary(s) to (1) the target balance threshold that you designate or (2) a zero balance. The amount of the transfer will be determined after all credits and debits have posted at the end of our processing cycle. You can specify if the Concentration/Parent account can fund the Subsidiary account or can receive funds from the Subsidiary account or both.

Any debits to the Subsidiary Accounts that reduce the balance in the Subsidiary Account to a sum less than the target balance will be funded automatically from the Concentration /Parent Account. You may draw checks (or arrange for other debits) against the Concentration/Parent and/or Subsidiary. We will pay those checks up to the available balance on deposit in the Subsidiary and/or Concentration/Parent Account(s).

You agree that we are not acting as a fiduciary with respect to funds in either the Concentration/Parent or in and Subsidiary Account. If any Concentration or Subsidiary Account is under different ownership, all owners must join in this Agreement and each accepts any financial liability for co-mingling and/or for the movement of funds between Concentration/Parent and Subsidiary Accounts.

## **ELECTRONIC BANK SERVICES**

### **eCORP ONLINE BANKING SERVICES**

eCorp is the online banking service that Nara Bank uses to provide electronic banking to its business customers. In order to use any of the services described below, you must be set up on the eCorp service.

eCorp provides access to the following services:

- Balance/Transaction Reporting – view account balances and transaction history, retrieve images of checks and deposits, print reports and statements
- Money Transfer Service – transfer funds between your accounts with Nara Bank
- Stop Payment Service – place stop payments on checks drawn on your Nara Bank accounts
- Commercial Loan Services – view summary and detail information and make payments on your commercial loans with Nara Bank
- Small Business Bill Pay
- Wire Transfer – initiate wire transfers from your accounts at Nara Bank
- ACH Payments – create and send ACH payments to or from your Nara Bank accounts
- Tax Payments – make state and federal tax payments
- Positive Pay – return fraudulent or unauthorized items presented against your Nara Bank accounts

Other Online Banking services may be available from time to time. Unless we advise you otherwise, they will be governed by this Agreement.

Refer to the individual Service Applications or User Materials for specific software and equipment requirements.

### **Balance/Transaction Reporting**

The Balance/Transaction Reporting Service provides you with online access to linked account balances and transactions via Nara Bank's eCorp. You may use Balance/Transaction Reporting to access deposit and loan account balances, 24 Hours, Seven (7) days a week. You may view front and back images of paid checks and deposit tickets and reconcile accounts using current and prior day reports of account activity.

Your deposit account information that is accessible via the Web is updated each Business Day and is current as of the end of the previous Business Day. You agree that application for and use of our Service(s) is subject to all terms, and conditions applicable in your Deposit Account Agreement with us to the extent they are not inconsistent with this Agreement. You agree that your request for and acceptance of the Service(s) shall be for bona fide and lawful purposes permitted under this Agreement (Including the Security Procedure) and to update your software and hardware if necessary to use the Services.

Available balances shown may not reflect all transactions that will post to your account at the close of business. Balances may include deposits subject to verification by us or our correspondent bank. Your available balance represents the funds available for immediate withdrawal and these balances will be used when checking for funds availability on initiated transactions.

### **Money Transfer Service**

The Money Transfer Service allows you to initiate the transfer of funds between your accounts with us. Transfers that are initiated prior to 5:00pm, PT, will be processed that Business Day.

All transfers are subject to available funds in the account(s) at the time of the transfer request. You are responsible for checking your account activity to confirm that the transfer was made as requested and to notify the bank immediately if the transfer was not processed.

For business entities that are related by common ownership or common business management services, a Cash Management Multiple Access Agreement Board Resolution must be executed to perform money transfers between accounts.

You are responsible for reviewing the User Materials for other instructions on initiating, reviewing and reporting of transactions for the Money Transfer Service.

### **Stop Payment Service**

The Stop Payment Service allows you to place stop payments on checks issued against your Nara Bank accounts. All stop payments placed prior to 5:00pm will be placed the same Business Day. Any stop payment requests received after 5:00pm or on a non-business day, will be processed on the next Business Day.

You agree to the terms and conditions of the Deposit Account Agreement as they relate to stop payments, including those placed through the Stop Payment Service, as well as the terms and conditions of this Agreement.

### **Commercial Loan Service**

The Commercial Loan Service provides access to your commercial loan account(s) balances and enables you to make payments to your loan. You can make only regularly scheduled payments within your due date parameters, including principal only payments, interest only payments or principal and interest payments. Loan payoffs and payments to Small Business Administration (SBA) loans are prohibited.

### **Small Business Bill Pay**

Small Business Bill Pay offered through eCorp by CheckFree allows you to make payments to businesses as well as individuals. This service uses a single signon security feature that matches your eCorp userID and password to authenticate you into the CheckFree small business bill pay service. To enroll in this service, you choose the Bill Pay menu option and agree to the Terms and Conditions presented. These terms and conditions are detailed below.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment

Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in

writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

#### EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or

disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

Telephone us at 877-656-1875 during Customer Service hours;  
Contact us by using the application's e-messaging feature; and/or,

Write us at:

Nara Bank  
3731 Wilshire Boulevard  
Suite 1000  
Los Angeles, CA 90010

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

Tell us your name and Service account number;

Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

#### FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed.

In some instances, you will receive a return notice from the Service. In each such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;  
You will reimburse the Service for any fees imposed by your financial institution as a result of the return;  
You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,  
The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

Telephone us at 877-656-1875 during Customer Service hours; and/or

Write us at:

Nara Bank  
3731 Wilshire Boulevard  
Suite 1000  
Los Angeles, CA 90010

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## Wire Transfer Service

The Wire Transfer Service allows you to initiate wire transfers from your Nara bank accounts to third parties. You agree to abide by the Security Procedures as part of this agreement as well as the additional security terms listed for this Service in the User Materials.

You may request wire transfers from those of your accounts that you designate and we approve, in the format, type, currency and following the restrictions that we may impose from time to time. We may require you to designate whether you wish to initiate repetitive, non-repetitive, or both repetitive and non-repetitive wire transfers.

You acknowledge that we may reject any wire transfer that does not comply with this Agreement or with the parameters set by us from time to time for wire transfers. We may reject, without liability, any wire transfer, including a "Value-Dated" wire transfer, if you fail to maintain sufficient available funds in the designated account for the amount of each wire transfer you request.

A wire transfer may be cancelled or amended only if we have not transmitted the wire transfer or credited the Beneficiary's account. To be effective, the communication canceling or amending the wire transfer must (i) comply with the agreed upon Security Procedures and with such terms and conditions as we set; and (ii) be received by us at a time and in a manner that gives us a reasonable opportunity to act on the communication. We will have no liability if cancellation or amendment is not effected.

For additional security, we will provide a Security Pass Phrase (PicMark) for use when initiating wire transfers. You agree to notify us immediately if you become aware of: (a) any loss or theft of PicMark; or (b) unauthorized use of the PicMark. We also suggest that you employ dual levels of approval for all wire transactions, requiring two individuals to submit transactions to us. If you decide not to use dual levels of approval, you understand that you are not using commercially reasonable security practices to secure your information and transactions.

Wires entered between 12:01AM and 1:00PM Pacific Time will be processed the same Business Day. Wires entered after 1:00PM Pacific Time will be processed the following Business Day. Wires entered on a weekend, holiday or other non-business day will be processed the next Business Day.

Eligible payments are all standard wire types, including foreign currency. All foreign currency wires submitted are subject to review and currency conversion as determined by us.

Transaction limits will be established for you at multiple levels as agreed between you and us. You agree to set appropriate limits for your users and hold us harmless for processing wire transfers submitted by these users within the limits set by us even if those limits differ from those set by you.

You acknowledge and agree that we will rely solely on the instructions received by you to process the wire transfer. Your instructions must accurately describe the transaction beneficiaries, intermediary financial institutions and the beneficiary's financial institution. If any beneficiary or institution is described inconsistently by name and identifying number, we and other institutions have the right to process the funds transfer based solely on the number, even if the name and number do not agree.

You acknowledge and agree that if your wire transfer instruction identifies the beneficiary, the beneficiary's bank or an intermediary bank by name and an account or other identifying number, we and subsequent parties to the funds transfer may act solely on the basis on such number, even if the name and number do not match. If the wire transfer instruction describes the beneficiary, beneficiary bank or any intermediary bank inconsistently by name and number, payment of the wire transfer may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named beneficiary or bank and that your obligation to pay the amount of the wire transfer is not excused in those circumstances.

All wires are subject to review by us. We may reject any wire transfer instruction which (a) exceeds the available funds on deposit in your designated account(s); (b) is not authenticated to our satisfaction or which we believe

may not be authorized by you; (c) contains incorrect, inconsistent, ambiguous, or missing information; or (d) involves funds which are subject to a lien, security interest, claim, hold, dispute or legal process prohibiting withdrawal. We shall notify you of any rejection or delay in processing a wire transfer debit entry. Such notification shall be on a best efforts basis the same day, but no later than the next Business Day. We shall incur no liability to you for any loss occasioned by our refusal, with or without notice to you, to honor any wire transfer instruction.

You acknowledge that foreign currency wire transfers must be based on a currency that we trade in through our correspondent bank and that all rates of exchange will be the rate in effect at the time the wire transfer is received by us. If the wire transfer is returned for any reason, you agree to accept any foreign money credit refund in United States Dollars, based on our then-currency buying rate converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by us.

You shall not submit a wire transfer on behalf of a third party without our prior consent.

### **ACH Origination**

This Service permits you to initiate credit entries or payments to a third party ("Credit Entries") and/or debit entries or collections from a third party ("Debit Entries") in accordance with these terms and conditions, the current NACHA rules (the "Rules"), within the ACH exposure settlement limits as we establish for your ACH transactions from time to time and as we otherwise agree to. We agree to act as the Originating Depository Financial Institution (ODFI) with respect to your Credit Entries and/or Debit Entries. "Entries" shall mean Credit Entries and/or Debit Entries as agreed between the parties. You are required to obtain and read the Rules and by using this ACH Service acknowledge that you have read and understood these Rules.

You agree to be bound by the NACHA Rules in effect from time to time for all Entries whether or not an Entry is sent through the ACH Network. You act as Originator and we act as Originating Depository Financial Institution (ODFI) with respect to entries. You agree to deliver Entries to us as provided in the NACHA rules and User Materials. The NACHA rules govern if they conflict with this Agreement, except that the file specification requirements in the User Materials govern if they conflict with the NACHA rules.

When your preauthorized Debit Entry from a consumer's account varies in amount from the previous Debit Entry, you must comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act, and the Federal Reserve Board Regulation E.

You acknowledge that we may reject any ACH transaction that does not comply with this Agreement or with the parameters set by us from time to time for ACH transactions. We may reject, without liability, any ACH transaction if you fail to maintain sufficient available funds in the designated account for the amount of each ACH file you submit.

An ACH transaction may not be cancelled or amended once it has been transmitted to us. However, we shall use reasonable efforts to act on a request by Company for reversal of an Entry file pursuant to the Rules; provided, however, that we shall not be liable for interest or losses if such reversal is not effected. Any request by you for reversal of an Entry must comply with the Delivery Requirements and the Security Procedures. You must notify your customer of the reversal of the Entry and the reason for the reversal of the Entry no later than the Settlement date of the reversal of the Entry. You shall reimburse us for any expenses, losses or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an Entry.

As with all Passwords, and as described in this Agreement, you must secure all access information and records that are used in connection with submitting ACH entries. If the access to this Service may have been compromised, you must follow the Security Procedures as described in the Agreement immediately.

We also suggest that you employ dual levels of approval for all ACH transactions, requiring two individuals to submit transactions to the Bank. If you decide not to use dual levels of approval, you understand that you are not using commercially reasonable security practices to secure your information and transactions.

ACH files submitted between 12:01AM and 2:00PM Pacific Time will be processed the same Business Day. ACH files submitted after 2:00PM Pacific Time will be processed the following Business Day. ACH files submitted on a weekend, holiday or other non-business day will be processed the next Business Day.

Eligible transactions include SEC codes PPD, CCD and CTX. Tax Payments use the CCD and CTX formats.

Transaction limits will be established for you at the company level. You agree to set appropriate limits for your users and hold us harmless for processing ACH transfers submitted by these users within the limits set by us even if those limits differ from those set by you.

We will notify you (either electronically, in writing, by telephone, or as otherwise mutually agreed upon by both parties) of the receipt of an ACH returned entry no later than one (1) Business Day after our receipt of the returned item. We will post the returned entry to the account designated by you to accept ACH return transactions. We will not resubmit any returned entries on your behalf.

You acknowledge and agree that (a) if any entry describes the Receiver inconsistently by name and account number, payment of the entry transmitted by us to a Receiving Depository Financial Institution (RDFI) may be made by RDFI (or by us in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the entry to us or the RDFI is not excused in such circumstances, and (b) if an entry describes the RDFI inconsistently by name and identifying number, payment of the entry may be made by the RDFI on the basis of the account number even if it identifies an RDFI different from the named RDFI, and that your obligation to pay the amount of the entry to us is not excused in such circumstances.

The Bank has the right to audit an Originator's, or Third-Party Sender's and its Originators', compliance with this Agreement and the NACHA Operating Rules. All ACH files may be subject to review by the Bank. If any questions or issues arise from this review, we will contact you based on the contact information as listed on the current ACH Service Application received from you.

The Bank has the right to terminate or suspend an Originator, or any Originator of a Third-Party Sender, or the Third-Party Sender for breach of the NACHA Operating Rules.

Before the initiation of any ACH entries to your customers' accounts, you must obtain from your customer an authorization form ("Authorization Agreement for Automatic Payments (ACH Credits)") allowing you to initiate one or more entries to your customers' accounts. This is required by the Rules. You need to provide your customer with a copy of their authorization and if a transaction is disputed, provide a copy of that authorization to us, if requested. Each entry made must be according to the authorization and cannot be initiated by you after the authorization has been revoked or the arrangement between you and your customer has terminated. You must retain all customer authorizations for two (2) years after they have terminated and any other documents related to the customers' ACH entries for a period of two (2) years. You will immediately furnish any authorizations and documents to us upon request.

You must submit your ACH file to us according to the NACHA rules, but no later than two (2) business days prior to the Effective Date of the transaction. The Effective Date is the business date on which the entries will be settled with the ODFI and the RDFIs. We will submit the files on the same day as received provided that the files are submitted prior to the deadlines as listed in this Agreement. If a file has not been received according to the NACHA rules and prior to the deadline set forth in this Agreement, we will submit your file as soon as possible on the next Business Day but cannot guarantee that the entries will settle on the Effective Date of the file.

We will forward any Notification of Change (NOC) notices received from an RDFI via mail to the contact as listed on the current ACH Service Application received from you. You are required to make the changes as soon as is reasonably possible to the entry on your ACH file prior to your next submission. We and the RDFI will not be held responsible for any entry sent with the incorrect information, but will take reasonable steps to effect processing of the entry. We will not be liable to you for any NOC that is not received by you or for any entry that is returned due to your inability to make the changes required.

You are subject to a satisfactory credit review by us at the time of application for ACH services and from time to time, at our sole option and discretion, and in accordance with our established credit criteria. You will, upon our request, provide any such credit-related information and assistance as we may require to perform any such review. Failure of you to meet such standards as established at our sole discretion or to provide such information or assistance when requested shall constitute a breach of the Agreement and these terms and conditions and shall permit us to terminate this Agreement and the ACH Service.

### **Tax Payments**

The Tax Payment service allows you to pay your state or federal taxes electronically. Using the ACH Service and the tax templates, you can enter your tax payment information and submit them to us for processing. All

terms and conditions for using the ACH Service must be followed in order to use the Tax Payment Service as well as adherence to all applicable Federal and State tax laws and requirements. You agree to hold bank harmless from any penalties and interest incurred due to your submission of inaccurate tax payment information or late files.

### **Positive Pay**

The Positive Pay Service is a check fraud reduction program that will enable you to instruct us to return counterfeit checks, checks otherwise not validly issued and certain altered checks presented to us for payment on the demand deposit account(s) you have enrolled in the Service (each, an "Account"). Each such counterfeit, not validly issue or altered check and each check that you issued on each such Account is referred to in this Positive Pay Agreement as "Check".

You are required to provide a daily file of all check issued information as part of this Service. Files containing check issued information must include the check number of the check issued, the date issued, the debiting account number and the dollar amount of the check. All files must be submitted through eCorp. The files must be submitted in a .PRN or space delimited format.

If an issue file is rejected, we will contact you to obtain another file as soon as is reasonably possible. However, if a file is not received prior to items contained on that file posting to your account, these items will be presented to you for review and you must resolve those items on the system in accordance with the terms and conditions for the Positive Pay service. The system will not be able to match those items if they post prior to the receipt of the issue information.

As with all Passwords, and as described in this Agreement, you must secure all access information and records that are used in connection with submitting Positive Pay entries. If the access to this Service may have been compromised, you must follow the Security Procedures as described in the Agreement immediately.

The Positive Pay Service is available 24 hours a day, 7 days a week. However, deadlines for issue file submission and for resolution of exception items are described below. The file containing your check issue information must be received no later than 5:00 PM Pacific Time the day following the issuance of the check. Files issued after 5:00 PM Pacific Time or on weekends, holidays or other non-business days, will be processed the next Business Day. Exception items must be resolved prior to 1:00 pm Pacific Time. If exceptions are not resolved by 1:00 pm Pacific Time, all unresolved exceptions will be paid. Since the Positive Pay Service will match memo posted items during the day, you may need to check your exceptions list more than once to make sure all exception items are resolved prior to the deadline of 1:00pm.

We will provide to you prior to 10:00am, Pacific Time, each Business Day, a list of items that do not match the issue information you have submitted through the Positive Pay Service. We may update this information throughout the day up until the 1:00pm deadline for any items that are presented against your account and memo-posted. This may not represent all the items that will post against your account and we are not liable for any items that may be presented and not memo-posted.

The list must be reviewed and dispositions entered by authorized users designated by you prior to the deadline described above. We are entitled to conclusively rely on your "pay" or "return" instructions.

You agree that if exceptions are not resolved by 1:00 pm Pacific Time, all unresolved exceptions will default to a "pay all" status and be paid by us. We will pay any and all items subject to the availability of funds on deposit. In our sole discretion, we may overdraw your account. Further, in the event we receive no instructions from you and adopt the default "pay all" approach, the default approach shall be conclusively deemed to be the equivalent of your express instruction to "pay all" items.

You agree that our duty to you is to provide the Exceptions List. We shall have no responsibility or liability for payment of any item which precisely matches the issue data on file for any check or account; except that if you claim an item is not properly payable due solely to a forged endorsement or material alteration to the payee information, then the rights and responsibilities with regard to the forged endorsement or material alteration shall be determined under the California Commercial Code.

Any items rejected under the positive pay service will be marked "Refer to Maker." You agree to respond promptly to any inquiries regarding those items. You understand that you may have liability for the payment of any item to a party, including us or another entity, who is a holder or holder in due course under the California Commercial Code.

Other than the duties specifically undertaken, as described above, you relieve us of all liability, including liability related to obligations arising under California's Commercial Code laws on negotiable instruments and bank deposits or collections, as amended from time to time, or otherwise concerning examination of checks presented for payment, and you hold us harmless from any and all claims made by anyone (including, but not limited to claims regarding our refusal to honor items presented for payment at any of our offices, if we did not have accurate issue information regarding the item at the time of presentment for payment) for loss or damage, or for breach of security, or for breach of confidentiality of the our data or records which may arise in connection with the performance of the Positive Pay Services.

### **Lockbox Reporting**

The Lockbox Reporting service is not accessed through eCorp, but is a separate internet-based service that allows you to access your Nara Bank lockbox deposit information. The information is available throughout the day and is updated after each of your designated cutoff processing times. Access for this service is governed by all the rules of Electronic Banking Services as defined in this Agreement, including, but not limited to, the Security Procedures.

### **REMOTE DEPOSIT**

The Remote Deposit service is not accessed through eCorp, but is a separate internet-based service offered by Nara Bank. You will be able to make deposits to your accounts with Nara Bank from your place of business by sending images of paper checks which we will convert into electronic items or Substitute Checks.

We will provide to you the Remote Deposit Service described in this Agreement allowing you to transmit Items to our designated processor to be cleared as Substitute Checks or Image Exchange Items.

You will capture digitized images of Items using the software and equipment provided by or through us or other software and equipment acceptable to us, and will ensure that the output files are compatible with the Service. Any software necessary shall be maintained by you, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to us. You shall transmit your output files as provided in the User Materials.

You shall maintain one or more bank accounts at Nara Bank for the crediting of deposits made using this Service. You shall be responsible for training your own employees in the use of the Service.

You will submit Items for processing to us that meet the definition in the Glossary of Terms and will ensure that the items scanned meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established by us or applicable law. Our processing of any items that do not meet the definition in this Agreement ("Non-qualifying Items") shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. We may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.

You will not attempt to scan and transmit to us any Item which (a) is drawn on a deposit account of yours at Nara Bank or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer; (b) has been a previously truncated and reconverted Substitute Check (any previously truncated and reconverted Substituted Check must be physically deposited with us); (c) has already been transmitted by you.

You will (a) ensure that Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (b) handle, process, maintain and destroy original checks and electronic Items as set forth in this Agreement and in the User Materials, and (c) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item or its corresponding electronic Item more than once.

You will use the Service, including the entering, processing and transmittal of Items, in accordance with the User Materials. In addition, you will provide, at your own expense, an internet connection via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to, a Web browser, and other equipment and supplies required to use the Service, all of which must satisfy any minimum requirements set forth in the User Materials or as otherwise may be acceptable

to us. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such internet connection and all other such computer hardware, software, and equipment required to use the Service, including without limitation troubleshooting internet connectivity issues with your internet service provider (ISP), and we will not be responsible therefore.

You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with us.

You shall be responsible for installing and implementing any changes and upgrades to the Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service. You will further ensure the equipment for the Service is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Items are legible for all posting and clearing purposes.

You will retain each original check in accordance with the User Materials. If not directed otherwise by us and except as provided in this Agreement, you will store original checks in a safe and secure environment for such time as you deem necessary and advisable for a minimum of 90 days (Retention Period) after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original checks, and (b) that the information contained on such original checks or on any corresponding electronic Items are not disclosed to third parties. You will promptly (but in any event within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficiently legible copy of the front and back of the original check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method approved by us to destroy original checks after your Retention Period has expired.

You understand and agree that an Item or its corresponding electronic Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your account charged for the amount of the Item or corresponding electronic Item plus any associated fee as disclosed in our Cash Management Schedule of Fees and Charges. Our right to charge your account will apply without regard to whether the Item or corresponding electronic Item is timely returned to us or whether there is any other claim or defense that the Item or electronic Item has been improperly returned to us.

You shall maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform your obligations under this Agreement.

Your account will be provisionally credited upon our acceptance of electronic Items for deposit which are received by us from you through the Service.

You will create images of Items at your location by use of scanning hardware and software approved or provided by us. You will enter all amounts and any other required information accurately.

The electronic images of Items will be transmitted by you to our authorized processor, over the internet through a web-based interface.

We will maintain the appropriate bank account for you to receive credit and provide other specific information required by us related to the Service. As set forth in this Agreement, all deposits received by us are accepted subject to our verification and final inspection and may be rejected by us at our sole discretion. All deposits are subject to the terms of the Deposit Account Agreement.

You agree to use such communications security software as we may reasonably require in connection with the transmission of output files to us. We may, from time to time, require and change the software required for this purpose, provided such change does not result in any additional license or maintenance fees payable by you.

At any time during the term of this Agreement, we may require in our sole discretion the use of software in connection with the Service. If software is required, we will provide to you a copy of the software. To the extent we require the use of software in connection with the Service; you will implement and use the software, as set forth in the User Materials and any applicable materials relating to the User Materials to transmit output files to us.

You acknowledge that (a) your license to any software that may be required for the Service is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you, (b) we may provide certain "first level" support to you with respect to the software, but that we will have no responsibility, for maintenance, support, infringement protection, or otherwise, to you with respect to the software, and (c) you will look strictly to the software provider, or its successors, with respect to any issues concerning the software that cannot be satisfactorily resolved with our assistance.

You will use the software solely for the purpose of transmitting output files to us consistent with this Agreement and not for communications with any other party. You will not allow access to the software or the use of the Service by any person other than you, and will not process Items except Items arising from a transaction or obligation between you and your direct payor. You will not process any third-party Items. You represent, agree and warrant to us that (except as otherwise specifically disclosed in writing to us) you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations.

For all Items processed by you pursuant to this Agreement, either (a) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (b) Image Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the User Materials and as otherwise established by us from time to time.

Unless otherwise agreed by you and the Bank, we will process any returned items in accordance with applicable law and the Deposit Account Agreement. In addition to any other rights we may have as regards your accounts, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item or electronic Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the NACHA Rules, the UCC, Regulation CC and the rules of any image exchange network our representations and warranties as regards to electronic Items and Substitute Checks may expose us to claims for several years following processing of the electronic Items or Substitute Checks.

We may at our sole discretion, with or without cause, at any time and from time to time, refuse to process Items or any corresponding electronic Item. We may from time to time establish exposure limitations and assign them to you.

In the event of any Service failure or delays, you acknowledge that you may deposit directly with us any original Items for processing and presentment provided such original Items have not been previously imaged and processed in connection with the Service. In addition, we shall be excused from failing to transmit or delay in transmitting an Item or electronic Item for presentment if such transmittal would result in our having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You may deposit original checks and other Items to any deposit account at Nara Bank in person or in any other manner permitted by agreement between you and the Bank, and you will be responsible for maintaining procedures and facilities to enable you to do so if the Service is unavailable to you.

We may at our sole discretion conduct an on-site inspection, at any time and from time to time, of your place of business to ensure compliance with the provisions of this Agreement.

The Remote Deposit Service is available for use only on business days prior to 7:00 pm for same day deposit, except during maintenance periods, or such other hours as established by us from time to time. Transmissions processed after these hours on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day.

Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the electronic Items are actually received and accepted at the location where our designated agent posts the credit to your account. A deposit of electronic Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (a) we have preliminarily verified that the image quality of the electronic Items is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (b) we have successfully performed all further

validation routines with respect to the deposit. Notwithstanding the foregoing, Items received by us for deposit may be rejected by us in our sole discretion.

Items will be processed and ready for presentment by us after we receive all good digitized images and associated data for any given transmission from you. We will use commercially reasonable efforts to present Items or corresponding electronic Items to the applicable Endpoint within a reasonable period of time following such receipt.

If an Item is not accepted for deposit, you may then submit the original voided Item for processing or contact the maker to reissue the Item. If you submit the original voided Item for processing, we reserve the right to refuse to process the Item for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Item.

It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet the availability schedules of Nara Bank. You are further responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

You will be solely responsible for establishing, maintaining and following such security protocols as you deem necessary to ensure that output files transmitted directly to us are intact, secure and confidential until received by us. In addition to your security protocols, you agree to implement Security Procedures that we may offer to verify the authenticity of any output files transmitted to us in your name. If we verify the authenticity of an output file using Security Procedures chosen by you, then you agree that we may rely on and you will be obligated on the output file, whether or not the output file was authorized by you. Also, if an output file was authorized by you, you will be obligated on the output file even if we did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

**Customer Representations and Warranties.** You make the following additional representations and warranties with respect to each Item processed using the Remote Deposit Service by pursuant to this Agreement (and, if applicable, any corresponding electronic Item): (a) the electronic Item is a digitized image of the front and back of the Item and accurately represents all of the information on the front and back of the Item as of the time you converted the Item to an electronic item; (b) the electronic Item contains all endorsements applied by parties that previously handled the Item in any form for forward collection or return; and (c) all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network; (d) there will be no duplicate presentment of an Item as a digitized image, as a paper negotiable instrument or otherwise and you assume responsibility for any such duplicate presentment of any Item.

## **GLOSSARY OF TERMS**

**Acceptable Payee:** A payee designated by you as acceptable when processing your lockbox payments.

**ACH:** Automated Clearing House refers to any organization that processes electronic payments under the NACHA Rules.

**ACH Debit/Credit Entries:** Any entries created for processing electronically through the Automated Clearing House network(s).

**Administrator:** An individual appointed by an authorized signer on the account(s) that will be responsible for the maintenance, user authorization and oversight of the Services provided to you.

**Agreement:** Includes the Cash Management Services Agreement, the Deposit Account Agreement if applicable, all service terms and conditions, the Service Application(s) and User Materials.

**Available Balance:** Includes previous day ledger balance, minus float, minus any memo posted debits, plus any memo posted credits. Does not reflect all transactions presented against account at that moment in time or for the posting date.

**Beneficiary:** Entity to which a wire transfer is to be credited.

**Business Day:** Any day that Nara Bank is open for business, usually Monday through Friday, excluding Federal Holidays and weekends.

**Concentration/Parent Account:** Any account in a hierarchical relationship that is designated as the account from which funds will be taken.

**Designated Address:** The address to which all lockbox payments must be mailed as specified by us.

**Effective Date:** Date on which a transaction is to be settled.

**Endpoint:** Any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.

**Entries:** ACH entries that you originate.

**Equipment:** Any or all software and/or equipment that is provided to you by Nara Bank or required by Nara Bank furnished and maintained by you.

**Exceptions List:** A listing of all unmatched check transactions as of the end of the prior processing day.

**Excess Amount:** Any amount in excess of a specified target balance.

**Image Exchange:** The process of exchanging images through a network of member institutions that have agreed to accept electronic images of checks. Image Exchange Items are items processed through the Image Exchange.

**Image Replacement Document (IRD):** A paper check that has been converted into an electronic image.

**Item:** A draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

**MULTIPLE ACCESS AGREEMENT:** An agreement that allows corporate and non-corporate customers to access all of their related accounts through a single password.

**NACHA:** National Automated Clearing House Association is a national organization that governs electronic payments processed in the United States.

**NOC:** Notification of Change is an electronic notice received from an RDFI indicating that the information on a received ACH transaction is not valid and needs to be corrected.

**Notice Period:** Thirty days from the date of a transaction notification to you from us.

**ODFI:** Originating Depository Financial Institution that creates the transaction to be processed through the ACH on your behalf.

**On-Us Entry:** Any item that is drawn on a Nara Bank account.

**Originator:** Company that initiates the original ACH payment entry.

**Password:** Includes all access requirements for Services, including UserIDs, Passwords and Security devices.

**Payor Financial Institution:** The financial institution that a check or other negotiable instrument is drawn on.

**RDFI:** Receiving Depository Financial Institution that receives the ACH transaction you requested and was sent by your ODFI.

**Receiver:** Entity to which an ACH transaction is to be credited.

**Retention Period:** Period of time required for retention of designated Items.

**Rules:** The rules established and amended from time to time by NACHA to govern the processing of electronic payments.

**Security Procedures:** Any and all security related instructions, guidelines or processes provided in the Agreement, Service Application and/or User Materials by Nara Bank to ensure secure and accurate processing of information or transactions using the Service(s).

**Service(s):** Any Cash Management/Treasury service described or covered by this Agreement or those we later make available to you.

**Service Application:** The Cash Management Service Application for each Service you wish to request. It contains your instructions to us on how the Service is to be implemented.

**Subsidiary Account:** Any account in a hierarchical account relationship that is designated to receive funds from another account automatically.

**Substitute Check:** An image replacement document (IRD) in the format described in the Check 21 legislation, of a check issued by you or another party that has been converted into an image of the original item.

**Target Balance:** A balance set by the customer that establishes the minimum amount of funds to maintain in the account designated. This is used by the ZBA service, the Commercial Loan Sweep and Bank Sweep Manager.

**User Materials:** Any or all written documents provided to you for the sole use of the Services, including but not limited to user manuals, quick reference cards, instructions, help content and correspondence.

## AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

The undersigned, and each of them, is an officer, owner, principal or authorized individual of the business organization name below ("Customer"). Customer has received and read Nara Bank's Cash Management Services Agreement, applicable User Materials, related documents and disclosures, pertaining to the provision of one or more Services from Nara Bank (sometimes, "us" or "we"). Customer agrees that the cash management services it obtains from us are subject to and Customer shall adhere to applicable terms and conditions set forth in the Cash Management Services Agreement; and the Cash Management Services Agreement shall constitute a separate agreement between Customer and Nara Bank, now or in the future, when Nara Bank provides any Service. Capitalized terms used in the Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Cash Management Services Agreement.

After signing below, Customer may from time to time request Nara Bank to provide any of the Services described in the Cash Management Services Agreement. Customer may begin to use any such Service, subject to Nara Bank's approval, once Nara Bank has received from Customer any required information, any applicable properly executed forms, and Customer has successfully completed any testing or training requirements. The Cash Management Services Agreement supersedes other agreements between the Customer and Nara Bank with regard to provisions of the specified Services.

The undersigned warrants that the Customer has taken all action required by its organizational or constituent documents to authorize the undersigned to execute and deliver on behalf of Customer this Authorization and Agreement form and any other documents Nara Bank may require with respect to Services. The undersigned is authorized to enter into all transactions contemplated by the provision of Services to the Customer. These may include, but are not limited to, giving Nara Bank instructions on any service and designating employees or agents to act in the name and on behalf of the Customer.

_____ Name of Business Organization	_____ Authorized Account Signer
_____ Address	_____ Print Name
_____ City, State, Zip	_____ Title
_____ Authorized Account Signer	_____ Authorized Account Signer
_____ Print Name	_____ Print Name
_____ Title	_____ Title

**RESOLUTION TO AUTHORIZE THE USE OF CASH MANAGEMENT SERVICES FOR THE ORGANIZATION**

I certify that I am \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the state of \_\_\_\_\_.

The Undersigned are authorized to enter into any Cash Management Services Agreement with Bank on behalf of the Corporation, LLC, Association, or ("Organization") and to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization's cash management service(s).

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank received written notice of its revocation at the office where the account is maintained or at such other location the Bank may direct.

_____ Name	_____ Signature	_____ Title
_____ Name	_____ Signature	_____ Title
_____ Name	_____ Signature	_____ Title

**CERTIFICATION**

I certify that this resolution was adopted by this Organization in accordance with the law and its charter documents at a meeting duly held by this Organization's governing body, and is now in effect. I certify that all of the signatures on the reverse are genuine and are those of person(s) who are authorized to execute the form and who has such title as is listed above. I further certify I have full authority to execute this certification. Nara Bank is entitled to rely upon this certification until written notice of its revocation is delivered to Nara Bank.

_____ DATED	_____ SIGNATURE
	_____ PRINT NAME/TITLE

(Must be Secretary or Assistant Secretary if a Corporation; must be general partner or member if a partnership or limited liability partnership. Sole proprietor does not need to sign certification)

**For Bank Use Only**

Nara Bank Branch Approval By_____	Nara Bank Operations Admin Approval By_____
Name_____	Name_____
Title_____	Title_____
Date_____	Date_____

REQUEST FOR CASH MANAGEMENT SERVICES

Customer Name: \_\_\_\_\_

Services Requested: Check those that apply

- |   |  |
|---|--|
| <input type="checkbox"/> eCorp Online Banking   | <input type="checkbox"/> Commercial Loan Service |
| <input type="checkbox"/> Wire Transfer Service  | <input type="checkbox"/> Tax Payments            |
| <input type="checkbox"/> ACH Origination        | <input type="checkbox"/> Positive Pay            |
| <input type="checkbox"/> Remote Deposit Capture | <input type="checkbox"/> Lockbox Services        |
| <input type="checkbox"/> ATM Services           | <input type="checkbox"/> Cash Services           |
| <input type="checkbox"/> Commercial Loan Sweep  | <input type="checkbox"/> Bank Sweep Manager      |
| <input type="checkbox"/> Zero Balance Account   | <input type="checkbox"/> ACH Fraud Filter        |
| <input type="checkbox"/> Stop Payment           | <input type="checkbox"/> Multiple Access         |

We will provide you with the Service Applications and additional documentation needed for the selected services.

Appendix A

## CASH MANAGEMENT MULTIPLE ACCESS AGREEMENT

Dated: as of \_\_\_\_\_, \_\_\_\_\_

Each of the Account Holders shown on the signature lines below requests Nara Bank (the "Bank") to allow all other Account Holders to access the deposit and loan accounts using the Bank's online banking systems.

**By signing the appropriate signature lines below, each Account Holder agrees to the terms of this Multiple Access Agreement (the "Agreement").**

- 1) As used in this Agreement, and in addition to other defined terms, the terms below will have the following meanings:
  - a) "Account Holder" means each Account Holder individually and all Account Holders collectively, as appropriate. Account Holder is the owner of the funds and the account. It does not mean authorized signers on the account signature card that are non-owners of the funds and the account.
  - b) "Adverse Event" means:
    - i. If any account is subject to levy, attachment or other legal process;
    - ii. If any Account Holder is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally;
    - iii. Any Account Holder disputes the authenticity of any Communication;
    - iv. The authority of Bank to act, or the legitimacy of any action taken by Bank, in connection with any Electronic Service performed in response to any Communication received by Bank;
    - v. Any non-Account Holder asserts an interest in an account, whether or not the interest is later held to be valid; or
    - vi. Any other action or inaction deemed by the Bank to present risk to the Bank.
  - c) "Authorized User" means:
    - i. The Account Holder;
    - ii. An Account Holder's employees, officers, designees, agents or other persons authorized by the Account Holder to use the System. Authorization to use the System is deemed to have been and is given by the Account Holder to any person: (A) to whom the Account Holder provides actual authority (for example, by appointment as agent or by resolution of Account Holder's board of directors or governing body); (B) who has apparent authority to act on behalf of Account Holder; or (C) who receives Security Codes or any other security procedures from the Account Holder, any Administrator, or any other person previously given access to the security procedures by the Account Holder. The authorization of an Authorized User continues until the Account Holder notifies Bank and expressly withdraws authorization for that person to use the security procedure and Bank has had a sufficient time to act on such information.
  - d) "Communication" means any electronic data, message, instruction, payment order or other communication received by the Bank through the System and in the name of any one or more Account Holders. The term "Communication" includes any requests for a funds transfer or other payment order, the initiation or delivery of automated clearing house (ACH) entries, requests for transfers between accounts, a request for or initiation of any bill payment service, or other access to or use of the System for purposes of any Electronic Service made available by the System.
  - e) "Electronic Services" means the services that may be provided by the Bank as part of the System. These may include:

- i. View accounts and account histories;
  - ii. View check images;
  - iii. Bill Pay;
  - iv. Positive Pay;
  - v. Stop payment services;
  - vi. Transfers between and among accounts (including accounts held by any other Account Holders);
  - vii. Automated clearing house transactions, and e-banking services associated with them, including payment of state taxes and payment of federal taxes through the Electronic Federal Tax Payment System (EFTPS);
  - viii. Payment orders (including wire transfers) and e-banking services associated with them;
  - ix. Instructions to the Bank by Communications in the name of an Account Holder;
  - x. Any Communications relating to an account of the Account Holder; and
  - xi. All other services offered now or in the future by the Bank through the System.
  - xii. View loan accounts, make loan advances and make loan payments
- f) "Other Agreements" means any one or more of the following agreements between the Bank and an Account Holder. The "Applicable Other Agreement" means the Other Agreement that applies to a particular Service.
- i. Any funds transfer or wire transfer agreement, including but not limited to the Wire Transfer and Funds Transfer Service Agreement;
  - ii. Any agreement for the origination or servicing of automated clearing house entries, including but not limited to, the Cash management ACH Origination Agreement, the Cash Management ACH Origination Services Agreement and the ACH Origination Exposure/Risk Limit Request Form;
  - iii. The Cash Management Online Banking Agreement and Disclosure and
  - iv. Positive Pay Service
  - v. Any other agreements applicable to a deposit account or service.
- g) "Security Codes," "Password" and "security procedures" refers to the authentication systems used by the Bank to verify Communications from an Account Holder as described in Nara Bank Online Banking Agreement and Disclosure and includes any successor to Administrators and Authorized Users.
- h) "Administrator" has the meaning given in Nara Bank Online Banking Agreement and Disclosure and includes any successor to an Administrator.
- i) "System" means the online banking system offered by the Bank to Account Holders, as described in The Cash Management Online Banking Agreement and Disclosure.
- 2) This Agreement supplements the Other Agreements. The Other Agreements are incorporated into this Agreement and made a part of it. The accounts and all Electronic Services used by an Account Holder will continue to be subject to the terms and conditions of the applicable Other Agreement, except as specifically provided in this Agreement.
- 3) Each Account Holder authorizes the Bank to allow each other Account Holder and its Authorized Users access to the Account Holder's accounts via the System, with full authority given to conduct transactions and to use the Electronic Services that are available. This may include Electronic Services that are made available to other Account Holders but that are not made available by the Bank directly to the Account Holder whose accounts are affected. This includes authority granted under this Agreement or under any applicable Other Agreement. Without limiting the foregoing, each Account Holder authorizes the Bank to debit or credit its accounts and otherwise to act in accordance with Communications received from any other Account Holder.

- 4) A Communication received by the Bank through the online banking services will be and will be deemed to be a valid and authorized Communication of the Account Holder named in the Communication for purposes of any Electronic Service requested in the Communication. The Bank is not required to verify the authenticity of any Communication other than through the security procedures set forth in this Agreement or in any applicable Other Agreement. If an Account Holder is not a natural person, then a Communication received by the Bank via the System in the name of the Account Holder will be deemed an authorized Communication, binding on the Account Holder named in the Communication, if the Communication is sent by:
  - a) Any Authorized User;
  - b) Any officer of the Account Holder;
  - c) Any other employee, designee or other person who has been authorized by the Account Holder to use the System under the terms of this Agreement or of any Other Agreement, or who is otherwise authorized to bind the Account Holder;
  - d) Any other person, whether or not such person was authorized to act on behalf of the Account Holder, if the Communication is in the name of the Account Holder and if the Bank verifies the authenticity of the Communication using the security procedures described in this Agreement or in any Other Agreement; or
  - e) Any person with actual or implied authority to represent or bind the Account Holder, whether by agreement with the Bank or otherwise, to the fullest extent allowed by law (including the law of agency or otherwise).
- 5) Each Account Holder agrees that the Bank is entitled to act upon any payment order or other Communication received by the Bank through the System from any Account Holder, and may treat that System Communication as valid to the same extent and to the same effect as if it had been received through the System from one of the Account Holders whose account will be debited or otherwise is affected. To this end, each Account Holder appoints every other Account Holder or Authorized User as its agent and attorney in fact for the purpose of making payment orders and providing Communications to the Bank, and agrees to be bound by any payment order or Communication issued through the System by any other Account Holder or Authorized User.
- 6) Without limiting the foregoing, each Account Holder will be bound by any payment order or other Communication received by the Bank through the System if the payment order or other Communication is in its own name (or in the name of any other Account Holder) and:
  - a) The payment order or other Communication was actually authorized by The Account Holder; or
  - b) The Bank verifies the authenticity of the payment order or other Communication using the security procedures in this Agreement or in the applicable Other Agreement, whether or not the payment order or other Communication was actually authorized by the Account Holder or by any other Account Holder.
- 7) Each Account Holder agrees to comply with all applicable laws, rules and regulations in connection with its use of the System and the Electronic Services, including the sanctions laws of the United States as administered by the Office of Foreign Asset Controls. Each Account Holder agrees to assist the Bank in complying with all laws, rules and regulations applicable to Account Holders or to the Bank, the System or the Electronic Services.
- 8) Transfers of funds to or from an account established primarily for personal, family or household purposes ("Consumer Accounts") may be protected by federal or state consumer protection laws, including federal Regulation E. For example, federal Regulation E limits the liability of consumers for unauthorized electronic funds transfers to or from a Consumer Account. All Account Holders that are not consumers jointly and severally agree to indemnify, defend and hold Bank harmless for any expense, damage, harm or loss (including attorney fees and costs) suffered by Bank as a result of the assertion by a consumer Account Holder of the consumer protection rights granted to him or her under Regulation E or any other federal or state consumer protection law.
- 9) Each Account Holder understands that Electronic Services may be used to cause transfers of funds (debits and credits) from and to its accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected account. For example, if withdrawals, checks or other access to an account is subject to dollar limits or multiple signature requirements, these limitations are not applicable to transactions

conducted using the Electronic Services. This applies to both deposit and loan accounts, if access to these or other types of accounts are made available using the System.

- 10) Each Account Holder agrees that the Bank may impose restrictions on any Electronic Services, with or without cause, at any time and either with notice or without notice to any Account Holder (including those affected by the restriction). Without limiting the foregoing, if an Adverse Event occurs, then the Bank may (but is not obligated to) take any one or more of the following actions in connection with one or more (including possibly all) accounts:
  - a) Terminate or close accounts;
  - b) Restrict or terminate Electronic Services in connection with accounts;
  - c) Delay availability of funds on deposit in accounts;
  - d) Freeze funds in accounts and hold them pending instructions acceptable to Bank; or
  - e) Interplead funds in accounts with any court, whether or not the court later determines that interpleader is or is not an authorized action by Bank.
- 11) Each Account Holder acknowledges and agrees that:
  - a) Bank did not at any time solicit the Account Holders for activation of this multiple party access service;
  - b) Bank is providing the multiple party access service as an accommodation to the Account Holders and at the express request of the Account Holders;
  - c) The Account Holder and not Bank is responsible for reviewing and understanding any negative impact on the Account Holder that may arise due to the Account Holders use or allowance of these multiple party access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of other Account Holders in insolvency or otherwise, and increased losses due to unauthorized transactions);
  - d) The Account Holder should consult with their legal counsel and accountant prior to signing up for the multiple party access service; and
  - e) The Account Holder accepts all risks, jointly and severally associated with the use of the multiple party access services by itself and by the other Account Holders.
- 12) The Account Holders jointly and severally represent and warrant to the Bank, at the time of execution of this Agreement and as part of each Communication or use of a Service, that each is the true owner of all funds in the account associated with their names on the signature lines below, and as follows:
  - a) Each has all requisite power and authority to request and authorize this Agreement and the Other Agreements;
  - b) The Communication is authorized, valid and binding on the Account Holder named in the Communication and has been provided to Bank in compliance with all terms and conditions of this Agreement;
  - c) Any transaction conducted by an Account Holder will not be in violation of any state or federal law (including, but not limited to, California Corporations Code Section 2253, which prohibits making any dividend or distribution of assets except in the cases and in the manner allowed by law, either with the design of defrauding creditors or shareholders or of giving a false appearance to the value of the stock and thereby defrauding subscribers or purchasers); and
  - d) All corporate formalities have been and will be followed with respect to each transfer of funds, including, but not limited to, proper corporate authorization of all requests and transfers and corporate record keeping requirements with respect to them.
- 13) Each Account Holder will notify the Bank immediately if any representation or warranty made by it ceases to be true or if the Account Holder becomes aware of any breach of any representation or warranty by any other Account Holder.
- 14) Each Account Holder shall jointly and severally, defend, indemnify and hold harmless the Bank and its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of any losses due to action or inaction by any Account Holder in the use of the System or the Electronic Services, or by

the Bank in the performance of its obligations under this Agreement. The obligations of Account Holders under this Section are in addition to that provided above, and not a limitation on any other obligation of an Account Holder to Bank (whether under this Agreement, any Other Agreement, at law or in equity).

- 15) Each Account Holder agrees to provide appropriate corporate, partnership or other applicable entity authorization, satisfactory to Bank, verifying the authority of each person shown below to enter into this Agreement for and on behalf of that Account Holder.
- 16) Except as specifically modified herein, all other terms and conditions of the Agreements and any Other Agreements governing the use of any of the accounts remains the same.
- 17) The undersigned acknowledge that they have read, accepted and agree to be bound by the terms and conditions provided in this Agreement. This Agreement shall be governed by California law (other than California conflict of law rules, if any, that might operate to cause the law of another jurisdiction to apply), except to the extent preempted by federal law.
- 18) Each Account Holder agrees that the Bank shall not (except as otherwise specified by law) be liable for any special or consequential damages arising out of any action or inaction by the Bank under this Agreement. Without limiting the foregoing, each Account Holder agrees that damages as to any breach by Bank of any term of this Agreement are speculative and difficult to determine, and thus that Bank shall in no event be liable to any Account Holder individually or to all Account Holders in the aggregate for any amount of the the actual damages suffered by the Account Holder(s).
- 19) The security procedures used to verify the authenticity of payment orders and Communications by Account Holders are described in The Cash Management Online Banking Agreement and Disclosure and include any successor to Administrators and Authorized Users. By using Electronic Services, each Account Holder acknowledges and agrees that this Agreement and the Cash Management Online Banking Agreement and Disclosure set forth security procedures for electronic banking transactions that are commercially reasonable and agree to be bound by any instructions, whether authorized or unauthorized, which the Bank executes in compliance with the security procedures, unless the Bank has been notified as described in the above sections of this Agreement and the Bank has reasonable opportunity to act on such notice.
- 20) The Bank will provide, at the express request of each Account Holder on the signature lines below, *Multiple Access Online Banking* between business entities, that are related by common ownership or common business management entities. Each Account Holder understands that the entry of a PIN number and the use the Security Token allows active account transaction functionality (payments/transfers/wires/etc.) between the accounts listed on this Agreement.
- 21) This Multiple Access Online Banking relationship will be assigned as a new Security Token. A Security Authentication Device Enrollment Form must be completed, indicating *New Enrollment*, and submitted along with this Agreement. To discontinue use of a previously assigned Security Token, a Security Authentication Device Enrollment Form indicating *Discontinue* is also required. A separate agreement is required for each ownership type (i.e.: entities with common ownership versus entities lacking common ownership).



CASH MANAGEMENT MULTIPLE ACCESS AGREEMENT BOARD RESOLUTION

**CORPORATE MULTIPLE ACCESS AGREEMENT**

*(Each separate Corporation under the Multiple Access Agreement must complete a separate Resolution)*

Resolutions of the Board of Directors of \_\_\_\_\_  
Business Name

WHEREAS, this Board of Directors has reviewed and approved the Multiple Access Agreement ("Agreement") by and between Nara Bank ("Bank") and \_\_\_\_\_ as defined in the Agreement; and Business Name

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. It is in the best interest of \_\_\_\_\_ to enter into the Agreement with Bank in order to Business Name

Allow access to the deposit accounts listed in the Agreement via the Bank's online banking services as described in the Agreement.

2. The Bank will provide, as indicated and at the express request of each Account Holder on the signature lines contained in the Agreement, The Cash Management Multiple Access Online Banking between business entities that are related by common ownership or common business management services. The Cash Management Multiple Access Agreement and the use of a PicMark authentication allow active account transaction functionality (payments/transfers/wires/etc) between the accounts listed on the Agreement.

3. The Cash Management Multiple Access Agreement allows active account transaction functionality (payments/ transfers /wires/etc) between the accounts listed on the Agreement.

4. The Board of Directors acknowledges that they have read, accepted and agree to be bound by the terms and conditions provided in the Agreement, and The Cash Management Services Agreement and Disclosure and any or all of the applicable agreements listed below.

- i. Any funds transfer or wire transfer agreement, including but not limited to the Nara Bank Remittance Application and Instruction and Agreement on Facsimile Funds Transfer Request.
- ii. Any agreement for the origination or servicing of automated clearing house entries, including but not limited to, the ACH Origination Agreement
- iii. The Cash Management Services Agreement and Disclosure and
- iv. Positive Pay Service
- v. Any other agreements applicable to a deposit account or service.

5. The Board of Directors authorizes and directs that the following person(s) either, individually or collectively, to execute and deliver the Agreement on behalf of \_\_\_\_\_ Business Name

\_\_\_\_\_  
Name Name

\_\_\_\_\_  
Name

6. The Board of Directors authorizes and directs \_\_\_\_\_, Name

\_\_\_\_\_, and \_\_\_\_\_ Name Name

of \_\_\_\_\_ either individually or collectively, to Business Name

appoint any other person as the authorized agent and attorney-in-fact of \_\_\_\_\_ Business Name

to execute and deliver in the name of and on behalf of \_\_\_\_\_ Business Name

the Agreement as may be necessary, desirable, convenient or proper to confirm \_\_\_\_\_ Business Name

consent to the terms and conditions of the Agreement contemplated by the Agreement and these Resolutions, as such officer deems in his discretion to be necessary, desirable or proper.

THE FOLLOWING CERTIFICATE IS INTENDED FOR CORPORATION USE ONLY  
SECRETARY CERTIFICATE

I certify that I am the Secretary of the Board of Directors of the \_\_\_\_\_  
Corporation Name

and that the foregoing is a true and complete copy of Resolutions adopted by the Board on \_\_\_\_\_  
Date

pursuant to authorized action by unanimous written consent; and further that the above has not been amended, modified, or repealed. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct, of my own knowledge.

Date:

Secretary:

Print Name:

CASH MANAGEMENT NON-CORPORATE MULTIPLE ACCESS AGREEMENT RESOLUTIONS

**NON-CORPORATE MULTIPLE ACCESS AGREEMENT**

*(Each separate entity under the Multiple Access Agreement must complete a separate Non-Corporate Resolution)*

Resolutions of \_\_\_\_\_  
Entity Name

I/We, the undersigned, hereby certify to Nara Bank ("Bank") that I/we, \_\_\_\_\_,  
Officer Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ am/are  
Officer Name Officer Name Officer Name Officer Name

the individual owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers) or all the representatives of the governing body of \_\_\_\_\_ and de  
Entity Name Entity Name

full authority to make representations set forth in these Resolutions on behalf of \_\_\_\_\_; and that the  
Entity Name

following is a true and correct copy of Resolutions duly adopted by the partners (if a partnership),

members/managers (if a limited liability company),

Proprietor (if a sole proprietorship) or other governing authority of \_\_\_\_\_ at a meeting  
Entity Name  
held on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which a quorum was present and acting throughout, or adopted  
by the written consent of a majority of those entitled or required to act to bind \_\_\_\_\_, and that such  
Entity Name  
Resolutions

are in full force and effect and have not been amended or rescinded:

1. Resolved, that the owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the \_\_\_\_\_ have reviewed and approved the Multiple Access Agreement ("Agreement") by and  
Entity Name  
Between Nara Bank ("Bank") and \_\_\_\_\_ as defined in the Agreement.  
Entity Name

2. Resolved, that the owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the \_\_\_\_\_ have agreed that it is in the best interest of  
Entity Name, \_\_\_\_\_ to enter into  
Entity Name Entity Name

the Agreement with Bank in order to allow access to the deposit accounts listed in the Agreement via the Bank's online banking services as described in the Agreement.

3. Resolved, that the Bank will provide, and at the express request of each Account Holder on the signature lines contained in the Agreement, Multiple Access Online Banking between business entities, that are related by common ownership or the use of common business management services. The Cash Management Multiple Access Agreement and the use of a PicMark authentication allow active account transaction functionality (payments/transfers/wires/etc) between the accounts listed on the Agreement.

4. Resolved, that the owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of \_\_\_\_\_ acknowledge that they have read, accepted and agree to be  
Entity Name

bound by the terms and conditions provided in the Agreement, and Nara Bank Cash Management Services Agreement and Disclosure Banking Agreement and Disclosure and any or all of the applicable agreements listed below.

- i. Any funds transfer or wire transfer agreement, including but not limited to the Wire Transfer and Internal Funds Transfer Service Agreement;
- ii. Any agreement for the origination or servicing of automated clearing house entries, including but not limited to, the ACH Origination Agreement, Schedule ABC, Cash Management Application and Eligibility Worksheet.
- iii. The Cash Management Services Agreement and Disclosure and

- iv. Positive Pay Service
- v. Any other agreements applicable to a deposit account or service.

5. Resolved, that the persons shown below as "Authorized Agents" are authorized and directed by \_\_\_\_\_ either individually or collectively, to execute and deliver  
 \_\_\_\_\_ Entity Name  
 the Agreement on behalf of \_\_\_\_\_ Entity Name .

6. Resolved, that the owner of the sole proprietorship, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of \_\_\_\_\_ authorize and direct the persons  
 \_\_\_\_\_ Entity Name  
 shown below as "Authorized Agents" either individually or collectively, to appoint any other person as the agent and attorney-in-fact of \_\_\_\_\_ to execute and deliver in the name of and  
 \_\_\_\_\_ Entity Name  
 on behalf of \_\_\_\_\_ the Agreement as may be necessary,  
 \_\_\_\_\_ Entity Name  
 desirable, convenient or proper to confirm \_\_\_\_\_ Entity Name  
 consent to the terms and conditions of the Agreement contemplated by the Agreement and these Resolutions, as an Authorized Agent deems in his or her discretion to be necessary, desirable or proper.

**AUTHORIZED AGENTS:**

Name	Signature	Title	Date

As individuals, each of the undersigned, certifies under penalty of perjury under the laws of the state of California that the above is true and correct of our own personal knowledge, and jointly and severally guarantee

\_\_\_\_\_ Entity Name obligations under the Agreement and agree to inform Bank should any information previously provided to Bank later change or become untrue.

- | <b>Print name(s) and Title:</b>  | <b>Signature:</b> | <b>Date:</b> |
|--|-------------------|--------------|
| 1<br>Individually and as owner, GP, member, manager or representative. |                   |              |
| 2<br>Individually and as owner, GP, member, manager or representative. |                   |              |
| 3<br>Individually and as owner, GP, member, manager or representative. |                   |              |