

HANMI BANK CASH DEPOSIT AGREEMENT

This Cash Deposit Agreement ("Agreement") is between _____ ("Company") located at _____ and Hanmi Bank, a California banking corporation ("Bank"). In consideration of Bank providing a cash deposit service, as set forth under "Cash Deposit Service" below, Company agrees to the following terms and conditions set forth in this Agreement.

1. **Scope.** This Agreement only applies to Company's designation of the Company's designated employee ("Individual") to make any and all deposits on Company's behalf pursuant to this Agreement. Subject to the foregoing, Bank may accept, at its discretion, deposits made from any another person purporting to be acting on behalf of Company and such deposits, if any, will also be subject to this Agreement. Also, the "Cash Deposit Service" as defined below, is available at the _____ branch, located at _____.

2. **Cash Deposit Service.** This Agreement allows the Individual to engage in a cash deposit service which authorizes the Individual to deliver to any Bank teller cash for deposit to Company's account. The Bank teller who receives the deposit will count and verify the cash provided by Individual and prepare and provide a receipt of the deposit to the Individual. The cash will then be deposited to Company's account number _____ ("Account"). To the extent Individual does not receive a receipt at the time of deposit; the Bank will mail the receipt to the Company's most recent address on Bank's records. Company further agrees that Bank's receipt and/or records will be deemed an accurate record and controlling proof of the amount of cash that was deposited by Individual.

Company further agrees that cash delivered by Individual to Bank teller will only be delivered in a Bank deposit bag as provided by Bank to Company in the same manner cash is handled by the Federal Reserve Bank. All cash may be divided by each denomination and bundled with a strip for each bundle of 100 for each denomination (ex. \$5 bill x 100 = \$500.00 for each bundle; \$10 bill x 100 = \$1,000.00 for each bundle, etc.) Also, each Bank deposit bag will contain Company's preprinted deposit slip stating the amount of the cash placed inside of the Bank deposit bag. Bank will open each Bank deposit bag under dual control. If Company does not comply with these requirements, the Bank, including the Bank teller, reserves the right to refuse acceptance of the Bank deposit bag(s). If this occurs, the Bank is not responsible for the contents of the Bank deposit bag(s) or for any loss or damages that Company may incur as a result of such refusal as stated under "Indemnification and Release", which is set forth below.

Company acknowledges and agrees that this cash deposit service is only available at certain teller windows designated by Bank from time to time. The cash deposit service is only available Monday through Friday (excluding Holidays) and between 9:00 AM and 4:00 PM.

Individual agrees that Bank, including any Bank teller, is not obligated to accept cash deposits and may reject any cash deposit for any reason or for no reason and with or without prior notice.

Company further agrees that Bank is not responsible for the accuracy or verification of the cash delivered to Bank teller. This means that Company assumes the risk of loss for all shortages, discrepancies and any other inconsistencies that exist between the amount stated on the receipt provided to Individual or mailed to the Company and the amount Company claims to have been delivered to Bank for deposit.

3. **Extraneous Material.** Any extraneous material will be returned to Company at the most recent address on Bank's records. Extraneous material will include, for example, foreign currency or items, correspondence to Company and cash or items that are delivered in a manner that is inconsistent with Paragraph 2.

4. **Indemnification and Release.** Company agrees to forever release, discharge and acquit Bank, its successors and assigns of and from each, every, all, and any claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action and otherwise of every type, nature, kind or description whatsoever, and irrespective of how or why or by reason of what facts, whether heretofore or now existing or which heretofore at any time, or at the time hereof, could, might, or may be claimed to exist, as if expressly set forth and described herein whether known or unknown, arising out of, based upon, or relation to, directly or indirectly to Bank's performance under this Agreement.

This release is executed by the undersigned with the intention that the same be interpreted by the law of the State of California and that it constitutes a general release of liability as to Bank. This release is executed Company with knowledge that Section 1541 of the Civil Code of the State of California provides that a release of liability in writing, even without consideration, extinguishes an obligation.

The undersigned expressly waive the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. **Governing Law.** This Agreement will be governed by the law of the state of California (excluding choice of law principles), except to the extent preempted by federal law.

6. **Force Majeure.** Bank is not liable for failing to perform or act or for delaying performance or action as set forth in this Agreement if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, terrorist action, Act of God or other circumstances beyond Bank's control.

7. **Relation to Other Agreements.** Except as specifically modified in this Agreement, all other terms and conditions of other agreements governing Company's use of any Account remain the same.

8. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS AGREEMENT, ANY OTHER PRESENTATIONS, OR OTHER DOCUMENTS OR COMMUNICATIONS WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Termination.** Company may terminate this Agreement upon 30 days written notification to Bank. Closure of an Account, as set forth in Agreement, will not terminate this Agreement or relieve Company of its obligations associated with that Account or under this Agreement. Bank reserves the right to terminate this Agreement immediately, with or without cause and with or without notice of such termination to Company. Any termination of this Agreement shall not affect any of the Company's obligations arising prior to such termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination.

10. **Change in Terms.** Bank may change the terms of this Agreement from time to time by sending a written noticed or an amended Agreement to the last address shown in Bank's records for the corresponding Account(s). Any such changes by the Bank will be effective as of the day notice is sent.

11. **Assignment.** Company cannot assign or transfer this Agreement or any right or interest hereunder without first obtaining the prior express written consent of Bank. Bank reserves the right to assign or transfer this Agreement without the consent of the Individual.

12. **Representations and Warranties by Company.** Company expressly acknowledges, warrants and represents to Bank that Company has carefully and fully read this Agreement, that Company understands each and every provision in this Agreement, that Company has signed the same of its own free act and deed, that Company is bound to the terms and conditions of this Agreement and that Company has consulted with and received legal advice from an attorney, who is in good standing with the State Bar of California and duly licensed to practice law in all of the courts of the State of California.

13. **Miscellaneous.** Company's obligations under this Agreement relating to transactions that occur before termination shall survive termination of this Agreement. Without limiting the foregoing, Sections 4, 8, 11 and 12 this Agreement shall survive termination.

Agreed and Accepted:

HAMNI BANK

_____ **BRANCH**

COMPANY: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CASH DEPOSIT AGREEMENT

RESOLUTIONS of the Board of Directors of

WHEREAS, the Board has reviewed Hanmi Bank's Cash Deposit Agreement ("Agreement"), to be entered into by and between the Company and Hanmi Bank ("Bank"); and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. It is in the best interest of the Company to participate in the cash deposit service offered by the Bank, such participation to be on the terms and conditions set forth in the Agreement.
2. The Board authorizes and directs the President, or any officer of the Company designated by the President or acting with apparent authority on behalf of Company, acting individually or together, for and on behalf of the Company to negotiate, execute and deliver the Agreement with such terms, covenants, and conditions as such officer may approve, such approval to be conclusively evidenced by the execution and delivery of the Agreement. Use of the cash deposit banking service by the Company will also constitute the Company's agreement to the Agreement.
3. The Board recognizes that the cash deposit service services allows the Company, through an employee specified by its officers, to deposit Company funds without requiring the Bank to verify the contents of a cash deposit. The Board further recognizes that the Bank will not be responsible for verifying whether a cash deposit is delivered by an authorized individual. Thus, the Bank will treat any cash deposit made to the Company's account as "authorized," without verifying that individual with the Company or otherwise investigating whether the individual is exercising authority granted by the Company or consistent with any internal limitations on activity established by Company for that individual. Company will be responsible for all cash shortages, discrepancies or any other inconsistencies as a result of the transaction conducted pursuant to the Agreement, whether or not by authorized persons and whether or not for authorized purposes.

* * * * *

I certify that I am the Secretary/Acting Secretary of the Board of Directors of the Company, and that the foregoing is a true and complete copy of Resolutions adopted by the Board on _____ **[insert date of passage of Resolution]** either (a) at a meeting duly called and held, at which a quorum was present and acting throughout, or (b) 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 personal knowledge.

DATE: _____

Secretary
Print Name: _____