



## WIRE TRANSFER AGREEMENT

This Agreement is entered into by and between HANMI BANK (hereinafter referred to as "Hanmi") and its customer \_\_\_\_\_ (hereinafter referred to as "Customer"), whose information is:

\_\_\_\_\_  
(account number or account numbers)

The sending limit per funds transfer is \$\_\_\_\_\_ (UNLIMITED is NOT an acceptable amount).

Customer hereby authorizes Hanmi to accept by:

☐ Telephone ☐ Mail ☐ Fax ☐ Messenger ☐ E-Mail

for the above mentioned account number(s). Instructions to debit Customer's account(s) and transfer funds as directed by an Authorized Person whose name appears below. Such fund transfers are hereinafter referred to as "Transfers."

Notwithstanding any contrary instructions on the signature card or elsewhere in relation to the authorized signers, Hanmi is authorized to act upon the instructions of any one of the said authorized persons.

- Customer designates the following persons as **Authorized Signers** (those persons who are given the authority to transact such transfer transactions), each of whom, acting alone, is empowered to make such transfer request as are authorized under this agreement;
- Customer designates the following as **Verifiers** (those persons who are given the authority to verify such transfer transactions), each of whom, acting alone, is empowered to verify such transfer requests as authorized under this agreement;

<b>CODE or other Security Procedure:</b> _____ (you should use a combination of letters and numbers)			
Name & Title	Signature	Authorized Signer	Verifier
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

(please attach another sheet if necessary)

***Customer agrees that, at the time of each transfer request, the authorized person shall provide Hanmi with such identifying letters and number(s) (hereinafter referred to, collectively as the "CODE"), or comply with such other security procedures which Hanmi may rely upon to establish the legitimacy and authenticity of the transfer request. Customer agrees that the security procedure is designed to verify the source of the funds transfer request and not to detect errors in the content of the customer's funds transfer instructions. Customer is to be bound by any funds transfer request, whether or not authorized by Customer, which is issued and processed in accordance with the security procedures. Please do not use numbers which are easily discovered (such as your social security or telephone numbers). No Hanmi employee will ever ask you for your CODE and you should not provide it to any person not authorized under this Agreement. Sharing your CODE is strongly discouraged.***

BY SIGNING BELOW, YOU HEREBY AGREE TO KEEP YOUR CODE CONFIDENTIAL AND AGREE THAT THE USE OF YOUR CODE WILL BE DEEMED YOUR AUTHORIZATION (LIKE YOUR SIGNATURE) FOR HANMI BANK TRANSACTIONS. SUBJECT TO THE TERMS OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF YOUR ACCOUNT AGREEMENT INCLUDING THE DEPOSIT ACCOUNT AGREEMENT TERMS AND DISCLOSURES.

It is agreed that the Code or other security procedure will remain in effect until changed, in writing, by the Customer.

Transfers may be requested only during Hanmi's regular business hours, and will be made only from clear and collected funds in the Customer's account(s). In order that funds may be transmitted on the same day as the request, such request must be placed with Hanmi in accordance with Hanmi's Fund Transfer Time Schedule, receipt of a copy of which is hereby acknowledged by Customer. If we receive a request on a weekend, a holiday or after 2:00pm PST on a business day, we may treat the request as if we have received it on the next business day (A business day is any day of the week that is not a Saturday, Sunday or bank holiday.)

Hanmi's standard fees assessed for fund transfer orders shall apply to those transfers requested under this agreement. If Customer makes a funds transfer request (including a request to recall or amend a request) which is erroneous in any way, customer agrees to pay the amount of such funds transfer and all related fees, whether or not the error could have been detected by any security procedures.

Such fees may change from time to time with thirty (30) days prior notice to the Customer. Hanmi may change any of the Customer's accounts for such fee or account designated by the Customer.

IN ADDITION TO THE FOREGOING, CUSTOMER UNDERSTANDS AND FURTHER AGREES TO THE FOLLOWING:

1. The funds transfer service is provided as an accommodation and convenience to the Customer, and the Customer shall indemnify Hanmi for any and all liabilities, losses, damages, costs, charges and other expenses of every nature and description (including attorney's fees) which Hanmi may incur or be subject to arising out of or relating directly to any transfer Hanmi believes, in good faith, to have been requested by any authorized person in accordance with this agreement.
2. Hanmi shall not be responsible for any delay, failure to execute, or mis-execution of customer's funds transfer request due to circumstances beyond Hanmi's reasonable control – including, without limitation, any inaccuracy, interruptions, delays in transmission, or failure in the means of transmission of funds transfer request to Hanmi or execution of such request by the Hanmi, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. Customer further agrees that the Hanmi may refuse to process or delay processing any request if it would

violate any guidelines, rules, policy or regulations of any government authority or funds transfer system. Hanmi makes no warranties, express or implied – including the failure of any intermediary bank or beneficiary bank to credit the beneficiary with the amount of the funds transfer after receipt of same with respect to any matter.

3. Transfers may be made by Hanmi through its customary channels, and Hanmi is absolved from any and all liabilities for loss arising from any cause beyond its control, including, but not limited to natural disaster, power failure, delays, errors, failures, or damages occasioned by the fault of negligence of any agent, subagent, or correspondent selected by Hanmi for the completion of such transfers.
4. When Customer, through its authorized persons, directed that funds be remitted in foreign values, Hanmi may, at its discretion, convert said funds into foreign values at Hanmi's selling rate on the day the transfer request is received. The receipt of such transfer request shall be construed as an immediate purchase by the Customer of the amount of said foreign funds at its sole risk, and Hanmi's conversion shall be conclusive. If the funds must be converted to the local currency, the beneficiary bank may charge a fee for this exchange. Regardless of the currency transferred, the actual amount that customer's beneficiary receives may be reduced by charges imposed by the beneficiary bank including those for exchanging currency.
5. Hanmi shall be under no obligation to obtain the receipt of the beneficiary of payee. Hanmi will, on request of Customer, use its best efforts to trace payment; however, no request for tracing shall be made prior to three weeks from date of transfer request.
6. Hanmi shall not be liable for making any refund prior to receipt, by it, or confirmation of any order of cancellation from the correspondent, agent, or subagent engaged by Hanmi to affect the transfer. Hanmi may discharge such liability, if any, by assigning to Customer its interest in any credit which may be established as a result of a transfer affected through its correspondent, agent or subagent.
7. Hanmi reserves the right to refuse to honor any transfer request for any reason and without notice, and shall not be held responsible for any loss occasioned by such refusal.
8. Customer agrees to promptly give Hanmi written notice in the event of an authorized person has such rights revoked or leaves the Customer's employment. Such notice shall be binding on Hanmi until actually received and accepted by Hanmi.
9. Customer understands and agrees that Hanmi may electronically record telephonic transfer requests. The decision to record any telephone conversations shall be solely within Hanmi's discretion and Hanmi has no liability for failing to do so.
10. Hanmi need not make any transfer for which Customer does not have sufficient, clear and collected funds on deposit. Notwithstanding the foregoing, Hanmi may, at its sole option, overdraw Customer's account(s) in order to make a transfer, although it is under no obligation to do so. Customer agrees to immediately cover any overdraft, together with such charges and interest as Hanmi may impose.
11. This agreement constitutes the entire agreement between Hanmi and Customer, and supersedes any and all other agreements, oral or written, between the parties with respect to Transfers.
12. This agreement may only be modified by mutual agreement in writing between Hanmi and Customer and terminated by; (a) Customer's delivery of written notice of termination Hanmi, the effective date of which

shall be no sooner than the date of receipt and acceptance by Hanmi; and (b) by Hanmi, upon seven (7) days prior written notice to Customer at its address stated above.

**13. This agreement must be reviewed every year and updated for the authorized signers and verifiers.**

14. Hanmi may rely on the information Customer provides in making a funds transfer agreement. Any errors in the information, including misidentification of beneficiary (ies), incorrect or inconsistent account names and numbers, identifying numbers of the intermediary bank or beneficiary bank, and misspellings, are customer's responsibility. If customer identifies a beneficiary or other entity by name and account number (or any other number), payment may be processed by bank and will be final even if the number provided does not correspond to the beneficiary or other entity that the customer have identified.

15. Customer may cancel or amend a fund transfer request only if Hanmi receives Customer's request prior to Hanmi's execution of the funds transfer request and at a time that provides Hanmi with a reasonable opportunity to act upon that request.

If the fund transfer request has been executed by Hanmi, Customer understands and agrees that the request to recall or amend the funds transfer will be effective only with the voluntary consent of Hanmi and the beneficiary bank. If Customer decides to recall or amend Customer's funds transfer and the request has already been executed by Hanmi, Hanmi will first have to check with the beneficiary bank to determine whether or not the funds are returnable and agrees to do so, once the funds are returned to Hanmi by the beneficiary bank, Hanmi will return the funds to the Customer. The amount returned to Customer may be less than the originally transferred because of service charges of the beneficiary bank and/or Hanmi. The returned funds will be in US Dollars. If the funds transfer was in a foreign currency, the returned funds will be in US Dollars at the exchange rate established by Hanmi on the date of return. Hanmi shall not be liable for any loss resulting from the failure of the beneficiary bank to a recall or amendment of Customer's funds transfer request.

16. Customer shall be bound by all funds transfer system rules that apply to a funds transfer. Customer agrees not to violate the laws or regulations of the United States, including without limitations, the economic sanctions administered by the U. S. Treasury Office of Foreign Asset Control. Also, this agreement is not applicable to any aspect of a funds transfer that is governed by the Electronic Funds Transfer Act or Federal Reserve Board Regulation E promulgated thereunder.

**SIGNATURES:** (This agreement must be executed by all owners on the account; by all General Partners for Partnerships; and by all Manager(s), all Managing Members or all Member(s) of LLCs. *(Please attach a separate sheet if necessary)* For Corporations, please refer to the attached Corporate Resolution.

_____ Name & Title	_____ Signature	_____ Date
_____ Name & Title	_____ Signature	_____ Date
_____ Name & Title	_____ Signature	_____ Date
_____ Name & Title	_____ Signature	_____ Date

For Branch/Department Use Only			
Accepted by:		Approved by:	
Name & Title		Name & Title	
Signature	Date	Signature	Date
Annual Review Verification	Information Change		
	Address	Phone	Fax/Email
Date:			
Reviewed by:			
Date:			
Reviewed by:			
Date:			
Reviewed by:			
Date:			
Reviewed by:			
Date:			
Reviewed by:			
Date:			
Reviewed by:			

(Attachment A)

**Certified Copy of Corporation Resolution  
for Fax Request  
for Fund Transfer Agreement**

**RESOLVED:** The *(name & title of authorize signers from page 2)* \_\_\_\_\_ ,  
\_\_\_\_\_, \_\_\_\_\_ , or \_\_\_\_\_ , of this corporation are  
hereby authorized, from time to time, in the name of this corporation, to request a Fund Transfer,  
pursuant to the Agreement for Funds Transfer Request by Other than Personal Appearances. Said  
officers are authorized to execute the wire transfer and in addition, any type in connection with the fund  
transfer such as amendment, cancellation, trace request will be authorized to do so.

**CERTIFICATION**

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME/TITLE (Must be Secretary or Asst Secretary)