

Deposit Account Agreement

(Consumer and Business Accounts)

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I. Account Agreement

Welcome to Cathay Bank. This booklet, your signature card, our fee schedule (entitled “Fee Schedule”), our Truth in Savings Initial Disclosure, and any account disclosures that you receive when you open your Account, represent our Agreement with you and contain important information about your Account. Please read them carefully. By signing our signature card, requesting an Account, or maintaining an Account, you acknowledge that you have reviewed, understand and agree to be governed by these terms.

Terms and Definitions

Below is an explanation of terms and definitions used in this booklet.

“You”/“Your”: Means the owner(s) and authorized signer(s) of an Account.

“We”/“Us”/“Bank”: Means Cathay Bank.

“Account”: Means any deposit account (e.g., time deposit, checking, or savings) that you have with us and that is covered by this Agreement.

“Account Holder”: Means the owner(s) of an Account.

“ACH”: Means an electronic deposit to or withdrawal from your Account, via the “automated clearinghouse” network.

“Business Day”: Means every day except Saturdays, Sundays, or Federal holidays. Some of our branches may close on a Business Day due to an emergency or in observance of a state holiday.

“Check”/“Draft”: Means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution.

“Item”: Means any Check, Draft, teller cash withdrawal, ATM withdrawal, ACH entry, funds transfer, debit card purchase, fee, charge, or other amount that is added to or subtracted from your Account.

Our Relationship

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the collected amount in your Account. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this Agreement. If you open a business account, you agree not to use it primarily for personal, family or household purposes.

II. Identification & USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, and prevent identity theft and fraud, Federal law requires us to obtain, verify, and record information that legally identifies each person or business entity opening an Account or adding a signatory to an existing Account.

When you apply for an Account, we will ask for legal and official documents that establish you or your business’ identity. For a natural person, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. For a business, we may require you to present recorded legal documents, and we may require you to identify any beneficial owner.

Your cooperation in providing multiple pieces of identification material to establish your identity is important.

III. Account Ownerships

Individual Accounts

This section pertains to accounts held in the name of one Account Holder only. Only that person or their attorney in-fact may write Checks against the Account or withdraw money, regardless of who actually owns the funds.

If your Account is domiciled in TX, additional terms for this type of account ownership are covered in the TX Uniform Single/Multiple Party Account Selection Form, which you signed at Account opening and forms part of this Account Agreement.

If your Account is domiciled in NV, ownership of the account passes as part of your estate under your will or by intestacy, if no “Payable on Death” (P.O.D.) designation has been established for the account. If a P.O.D. designation is in effect, ownership of the account passes to the P.O.D. beneficiaries of the account, and the account will not be included in your estate.

Multiple Party Accounts Domiciled in NJ

All multiple party accounts (Joint, Totten Trust and P.O.D.) are subject to the provision of the Multiple Party Deposit Account Act, N.J.S.A. 17:16l-1 et. seq.

We may make payment from these accounts, including payment of the entire account balance, (i) pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. We are not required to determine net contributions.

Multiple Party Accounts Domiciled in MD

All multiple party accounts (Joint, Totten Trust and P.O.D.), unless otherwise directed in this Account Agreement, upon the death of a party, shall belong to the surviving party or parties.

Joint Accounts

An Account with two or more Account Holders is a joint account. Each Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other Account Holder to make any transaction permitted under this Agreement, including without limitation:

- to withdraw all or any part of the Account funds;
- to pledge the Account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party;
- to endorse and deposit Checks and other Items payable to any joint Account Holder;
- to give stop payment orders on any Check or Item, whether drawn by that Account Holder or not; and,
- to close the Account, with the disbursement of Account proceeds as instructed by the joint Account Holder.

Multiple Party Accounts Domiciled in CA, IL, MA, MD, NY, and WA. Additional terms for this type of account are listed below.

Joint Tenants With Right of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person’s ownership interest in the Account will immediately pass to the other surviving joint Account Holder(s).



Joint With No Right of Survivorship. If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Community Property Account (CA and WA only). If your Account is a community property account, the funds in your Account are specified to be the community property of the named parties who are husband and wife. The ownership during the lifetime and after the death of a spouse is determined by state community property law and may be affected by a will.

Disposition by Will (WA only). If you are a resident of the State of Washington, you may be entitled to dispose of Accounts in your will. However, you may waive this right. Also certain requirements must be satisfied. An effective disposition by will overrides an earlier beneficiary designation under this Agreement.

Accounts Domiciled in NJ. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders and where there is only one surviving Account Holder, the entire account will belong to the survivor. Where there are two or more surviving Account Holders, each survivor will continue to own his or her proportionate share. The portion of the account owned by the deceased party will be shared by the survivors. Ownership of this account cannot be changed by will.

Multiple Party Accounts Domiciled in TX. Additional terms for this type of account ownership are covered in the TX, Uniform Single/ Multiple Party Account Selection Form, and, if applicable, in the Community Property With Right of Survivorship Agreement, which you signed at Account opening and form part of this Account Agreement.

Multiple Party Accounts Domiciled in NV. The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time.

If the account is established without right of survivorship, on the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

If the account is established with right of survivorship, in death of a party, the party's ownership of the account passes to the surviving parties.

If the account is established with right of survivorship and a Payable On Death (P.O.D.) designation, on the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

Totten Trust Accounts

Accounts Domiciled in CA, IL, MA, MD, NY, NV, and WA. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

Accounts Domiciled in NJ. A Totten Trust Account is an informal trust account, as reflected on our records. The Account belongs to the trustee(s) during the lifetime of the trustee(s) and belongs to the beneficiary(s) upon the death of all trustees. Ownership of the Account cannot be changed by will.

Where there are two or more trustees, each trustee has a right to payment from the Account. Each trustee owns his or her net contribution. In the absence of proof of net contribution and unless the trustees have specifically otherwise agreed, each trustee will own an equal share of the Account during his or her lifetime. Upon death of a trustee, the surviving trustee(s) will continue to own his or her proportionate share of the Account. The share owned by the



deceased trustee will be shared equally by the surviving trustee(s). Upon the death of the sole surviving trustees, the Account will belong to the beneficiary(ies).

Where there are two or more beneficiaries, the Account belongs to the beneficiary(ies) who survive all the trustees. Unless otherwise specifically stated in the Account by the trustee(s), each surviving beneficiary will own an equal share of the Account. Unless specifically stated upon the death of a surviving beneficiary, any remaining beneficiary(ies) will not own any portion of the deceased beneficiary's share of the Account.

Accounts Domiciled in TX. Additional terms for this type of account ownership are covered in the TX Uniform Single/Multiple Party Account Selection Form, which you signed at Account opening and forms part of this Account Agreement.

P.O.D. Accounts

Accounts Domiciled in CA, MA, MD and WA. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. When the Account Holder dies, the P.O.D. payee(s) becomes the Account Holder(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in Cathay Bank's deposit Account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

Accounts Domiciled in IL. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account without the consent of another Account Holder(s) and/or P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint Account ownership as set forth above. To the extent permitted under this Agreement, each Account Holder may withdraw funds from the Account. As between Account Holder(s), the Account is held as a Joint Account With Right of Survivorship. When the last Account Holder(s) dies, the Account is owned by the named P.O.D. payee(s) that survive the last Account Holder(s). If there is more than one surviving P.O.D. payee, the payees shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the proceeds shall vest in the estate of the last surviving Account Holder of the Account.

Accounts Domiciled in NJ. A Payable on Death (P.O.D.) Account is an account payable to the Account Holders during their lifetime, and upon the death of the last Account Holder, ownership passes to the named P.O.D. payee(s). The P.O.D. payee(s) have no present right of withdrawal. Ownership of the Account cannot be changed by will. Where there are two or more Account Holders, each Account Holder has a right to payment from the Account. Each Account Holder owns his or her net contribution. In the absence of proof of net contribution and unless the Account Holders have specifically otherwise agreed, each Account Holder will own an equal share of the Account during his or her lifetime. Upon death of an Account Holder, the surviving Account Holder(s) will continue to own his or her proportionate share of the Account. The share owned by the deceased party will be shared equally by the surviving Account Holder(s). Upon the death of the sole surviving Account Holder, the Account will belong to the P.O.D. payee(s). Where there are two or more P.O.D. payees, the Account belongs to the payee(s) who survive all the Account Holders. Unless otherwise specifically stated in the Account by the Account Holder(s), each surviving P.O.D. payee will own an equal share of the Account. Unless specifically stated in the Account by the Account Holders, upon the death of a surviving P.O.D. payee, any remaining P.O.D. payee will not own any portion of the deceased payee's share of the Account.

Accounts Domiciled in TX. Additional terms for this type of account ownership are covered in the TX Uniform Single/Multiple Party Account Selection Form, which you signed at Account opening and forms part of this Account Agreement.

Accounts Domiciled in NV. Refer to "Individual Accounts" and "Multiple Party Accounts."



Formal Trust Accounts

A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Required documentation for a Formal Trust Account requires the trustee(s) to provide us with either or both a Certification of Trust signed by all trustees of the trust and supported by applicable excerpts from the trust agreement or a full copy of the trust agreement. We may require the trustee(s) to provide additional certifications and documentation to support any change in the trust agreement or the opening of additional Accounts by the trust.

Uniform Transfer to Minors Act Accounts

If you have established the Account as a custodian for a minor beneficiary under the applicable state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account are to be maintained for the benefit of the minor.

Business Accounts

If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transaction involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement(s), or certificate of authority to act on behalf of the Account Holder.

If the account is for a "sole proprietorship," that means that a single person conducts the business as his/her own property and not through a business organization. A sole proprietor may also designate signers by appropriate documents. If permitted by state law, a married couple may open an Account as a sole proprietorship, with both parties having full rights to the Account. If your account is held by a sole proprietor, you must provide us with the name and home address of the business owner, the physical address of the business, and the driver's license number of the business owner or the personal identification card number issued to the business owner by the Department of Public Safety. You agree to notify us immediately if there is any change in this information. You also agree to confirm this information each year or upon our earlier request.

You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership.

Fiduciary Accounts

With respect to fiduciary accounts, including but not limited to estate, guardianship, representative payee, conservatorship, Uniform Transfer to Minors Act, or Agency Accounts, we reserve the right to require such documents and authorizations as we deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of Account opening and at all times thereafter.

Real Estate Broker Client Trust Accounts

Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as depository of the trust funds. We are under no obligation to act as trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

Government / Municipal / Public Funds Accounts

This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all Accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

IV. Deposits

Source. We may accept Items payable to any of you for deposit to your Account from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized Account signer(s) or agent(s) in connection with Items payable to any owner, whether or not the Items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit Account any of you maintains with us.

If you deposit remotely created checks or demand drafts to an Account with us without our prior, express written consent. We may require that you sign a separate agreement and establish collateral or a reserve Account for this service. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such Items were not authorized (e.g., as to their amount and payee) by the persons on whose accounts the Items were drawn. We may refuse to accept electronically created items for deposit.

Endorsements. We may endorse and/or collect Items deposited to your Account without your endorsement, but may require your personal endorsement prior to accepting an Item for deposit. If you deposit an Item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the Item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the Item. We may require that you sign a separate agreement and establish collateral or a reserve Account for this service.

Items Sent for Collection. We and other institutions may refuse to accept a Check or other Item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged Items. If we accept an Item for collection, we will send it to the institution upon which it is drawn, but will not credit your Account for the amount until we receive the funds from the other institution. If we elect to credit your Account before then, we may charge the amount back against your Account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving Items for collection (e.g., by charging your Account or deducting the fee from the amount remitted). Other institutions that send or receive Items for collection involving your Account also may impose a fee for their services.

Verification and Collection. Any Item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your Account if an Item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

Cashing Checks for Others. You should not use your Account to cash Checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a Check will be paid, you are responsible for any loss that occurs if the Check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that Checks drawn on or issued by other institutions, including cashier's checks, will be paid.



ACH Provisional Credits. Credit for an automated clearing house (“ACH”) transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Notice of Incoming Transfer. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your Account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your Account will be reflected on your regular periodic statement. You also can contact your branch of account during normal business hours to determine if a transfer has been credited to your Account.

V. Funds Availability

This information describes our policy of holding deposited items in an account before funds are made available to you for withdrawal.

In summary, our policy is to make your funds available on the first Business Day after the day of deposit. For purposes of this section, the terms “you”/“your” refer to the customer and the terms “our”/“we”/“us” refer to Cathay Bank. The term “account” includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

Determining the Availability of Your Deposit. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written or other debits presented against your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term “Business Day” means any day other than a Saturday, Sunday, or federally declared legal holiday.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business on a Business Day that we are open or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. The close of business will be posted at each branch.

Availability Schedule. Our policy is to make funds from your check deposits available to you on the first Business Day after the day we receive your deposit. Cash, funds from wire transfers, and electronic direct deposits will be available the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written or other debits presented against your account.

Holds on Other Funds for Check Cashing. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and we decided to delay availability of the deposit.

Holds on Other Funds in Another Account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this section for the type of check that you deposited and we decided to delay availability on the deposit.



Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$6,725.00 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 30 days after your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725.00 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second Business Day after the day of deposit.

Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

Deposit at Cathay Bank Automated Teller Machines (ATMs). If you make a deposit at a Cathay Bank ATM before 3:00 p.m. Pacific Time on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at our ATM after 3:00 p.m. Pacific Time on a Business Day that we are open or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

VI. Interest on Deposits

Interest Rates. Interest rates paid on our Accounts are determined by our management, based on market conditions and other business factors. Except for certificates of deposit (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield (APY) on deposits can change as often as daily, at our discretion, without prior notice to you. For current rates, please call or visit one of our branches, contact us at 800-922 8429 or visit our website at www.cathaybank.com.

For information on your APY, please refer to Truth in Savings Initial Disclosure, which was provided to you when you opened your Account.

Interest Calculations. Interest is calculated on an actual/365 day basis; except for (i) interest is calculated on an actual/366 day basis in a leap year; and (ii) interest is calculated on an actual/360 day basis for certain public fund Accounts. For interest bearing checking or money market deposit accounts, interest begins to accrue no later than the



Business Day we receive credit for the deposit of noncash Items (for example, Checks). For savings and time deposit accounts, interest begins to accrue on the Business Day of deposit.

Payment of Interest. Depending on the Account, interest may be credited to your Account at the end of your monthly or quarterly cycle, at maturity (only allowed on CDs with a term of one year or less), or when your Account is closed. Interest is paid to the last day of each payment period, the date of withdrawal, or the maturity date, depending on your Account type. For more information, please refer to our Truth in Savings Initial Disclosure, which was provided to you when you opened your Account.

Matured Time Deposit Accounts. Unless our Agreement with you provides otherwise, time deposit accounts will automatically renew at maturity for a new term at the rate then in effect for accounts of the same type, amount and duration. At renewal, any available interest will become part of the principal balance. Time deposit accounts which do not automatically renew will stop earning interest at maturity.

We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable time deposit account, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering may conclude at the end of the bonus or special promotion period and will not apply to automatically renewing time deposit accounts.

Early Withdrawals From Time Deposit Accounts. If we permit an early withdrawal of principal from a time deposit account, we may impose an early withdrawal penalty. Tax penalties also may apply to premature distributions from IRAs. For additional information on penalties, please refer to our Truth in Savings Initial Disclosure, which was provided to you when you opened your Account.

VII. Withdrawals

Authorized Signers. Your signature card or electronic Account opening record identifies who is authorized to make withdrawals, write Checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your Account. Although your card may indicate that more than one signature is required on Checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer.

Although we may attempt on occasion to enforce the multiple signature requirement shown on your card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

If we agree in writing to enforce a multiple signature requirement for Check withdrawals, you agree to order Checks that bear a legend above the signature lines that two signatures (or more, if applicable) are required.

We may pay any Check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the Check or instruction.

We may honor Checks drawn against your Account by authorized signers, even if the Checks are made payable to them, to cash, or for deposit to their personal Accounts. We have no duty to investigate or question withdrawals or the application of funds.

Requirements. We may refuse to pay any Check that does not have the required number of signatures or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. All Checks written on your Account must be drawn in U.S. Dollars. If your Checks are presented for payment or acceptance on a weekend, a holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next Business Day.



Order of Payment. This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, credits are posted before debits and within each transaction type, items are posted in order of ascending amount. There are exceptions to this general rule, as well. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your Account has sufficient funds to cover each of your transactions and our fees.

Discrepancies. If there is a discrepancy in a Check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the Item or may dishonor the Item, without liability.

Limitations. We may (but are not obligated to) require suitable identification and/or presentation of Account ownership records for any withdrawal or Account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/ or the closing of an Account. We may require non-customers to present us with suitable identification, including valid photo identification, in connection with the cashing of your Checks at one of our branches, and we may charge noncustomers a fee to cash the Check.

Money market and savings accounts may be subject to transaction limitations (see “Account Limitations”). Time deposit accounts may be subject to penalties for early withdrawal. We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction or there is a dispute or question as to the ownership of Account funds. You may not use your Account or any Account-related service to conduct Internet gambling transactions or any activity that would violate applicable law.

Advance Notice. As required by Federal law, we reserve the right to require seven days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or Negotiable Order of Withdrawal (NOW) account. We currently do not exercise this right and have not exercised it in the past.

Cutoff Hour. If we receive an Item for payment on a weekend, a holiday or after 2:00 p.m. local time on a Business Day, we may treat it as if we had received it on the next Business Day.

Electronic Presentment/Posting. We may charge your Account on the day that a Check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your Account or place a hold on funds at an earlier time if we receive notice that a Check or other Item deposited to your Account is being returned, or if we receive notice that your Check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

VIII. Account Limitations

Deposits. We may refuse to accept a deposit or an addition to an Account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an Account.

Cash Withdrawals. Cash withdrawals or payments at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

Money Market and Savings Accounts. We may impose limits on the number of withdrawals you may make from Savings and Money Market accounts. Please refer to your Truth in Savings Initial Disclosure for details.

IX. Fees

Our “Fee Schedule” describes the most common fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the Schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with your Account or Account-related services (excluding any income tax payable by us).

If an average balance is required to avoid a fee, the average balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.

Monthly service charges begin to accrue the first day of the statement period and are collected on the last day of the statement period or the date the account is closed. Service charges are not prorated for partial month. Some fees may be collected at the time of the event triggering the fee. Certain fees may change without specific notice to you. You agree to pay us promptly for all fees and charges associated with your Account and for services rendered to you by us or by a third party. All Account Holders are jointly and severally liable for such fees. We may deduct our fees automatically from your Accounts.

X. Business Account Analysis

Our Account Analysis Service allows you to offset most Account and cash management service charges with an “Earnings Allowance” that is based on the balances you maintain in your related business Account.

A separate disclosure is provided when the Service is established.

Use of Earnings Allowance. Unlike interest, Earnings Allowance is not paid to you and does not accumulate. Earnings Allowance may only be used to offset fees that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree otherwise in writing, excess Earnings Allowance is not carried forward or backward to other billing periods.

If Earnings Allowance is insufficient to cover service charges during any period, we may charge the difference to your Account. Your Account Officer can give you an estimate of the balances that may be needed to compensate for the type and volume of services that you use. The actual amount may vary, however, due to changes in the Earnings Allowance Rate, service charges, the services used, or other aspects of analysis. We do not calculate an Earnings Allowance for Accounts that are not linked to the Service or allow Earnings Allowance to offset charges against unanalyzed Accounts.

The Earnings Allowance will be calculated on 90% of your collected balance. The Earnings Allowance is subject to change from time to time without prior notice. Current rate and service charge information is available from your Account Officer.

Exceptions. Some Analysis account types do earn and are paid interest in addition to utilizing the Earnings Allowance defined above. These account types accrue interest on the excess balances that were not utilized to offset account service charges. Interest can either be paid to the account identified as the primary or master account for the entire relationship or to each individual account that is part of the overall relationship. To the extent that interest is paid on excess balances not utilized to offset account service charges for Account(s) enrolled in the Account Analysis Service, such interest is paid in accordance with the “Interests on Deposits” section of this Agreement and will be credited at the end of the Account Analysis cycle for your Account(s), which may be monthly, quarterly, semi-annually, or annually. Current rate information is available from your Account Officer.

Limitation of Liability. We will not be liable under any circumstances for special, indirect or consequential damages related to our Service actions or omissions. In no event will our liability exceed the amount of any Earnings Allowance which we fail to apply against a service charge. You agree to review Account notices and statements immediately upon



receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).

XI. Electronic Fund Transfers

The following terms apply to electronic fund transfers governed by the Electronic Fund Transfer Act (e.g., consumer ATM, point-of-sale and ACH transfers). It also applies to ATM Cards issued for business and other non-personal accounts. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your Account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the Account's signature card.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your Check to pay for purchases or pay bills.

Automated Teller Machine ("ATM") Card/Debit Card.

Services. You can perform the following transactions with your ATM and/or Visa® Debit Card ("Card"), depending on the Accounts and services associated with your Card:

- Withdraw cash from your checking or savings Account;
- Make deposits to your checking or savings Account at one of our ATMs;
- Transfer funds between your checking and savings Accounts;
- Pay for purchases at places that have agreed to accept our Card;
- Obtain Account balance information;
- Change your PIN at a Cathay Bank ATM.

Some of these services may not be available at all terminals, and all deposits and payments are subject to later verification by us. If you have more than one Account with us, some of these services may not be available for each Account. For example, point-of-sale ("POS") payments cannot be made to merchants from savings accounts or money market accounts.

Participating Networks. Your Card can be used at terminals that are part of the networks in which we participate. We currently participate in the PLUS®, VISA®, STAR®, MoneyPass® Networks.

If you decide you do not want to use your Card, destroy it at once by cutting it in half and notify us in writing.

Personal Identification Number. Your Card cannot be used to transfer money into or out of your Account without a personal identification number ("PIN") at ATMs and most POS terminals. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain Debit Card transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Debit Card purchase; however, you may be required to enter your ZIP code or another identifier.

Point-of-Sale (POS) Purchases. You may use your Card to pay for goods and services at retail locations displaying the symbols of the networks in which we participate. Please see Participating Networks for a listing of networks. We will charge the amount of your purchases to the account designated for the POS service. If your Card is linked to a checking account and a savings account, the checking account will be charged.

Transaction Holds. When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to



be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Cutoff Times for Deposits and Transfers. If you initiate a transfer between your accounts or deposit funds to your account at one of our ATMs before 3:00 p.m. (Pacific time) on a business day, the transaction will be posted to your account that night and will be reflected in your account records on the following day. Transfers and deposits conducted after the cutoff hour or on non-business days may be processed the following business day. Our business days are Monday through Friday, excluding holidays.

Card and PIN Security. You agree not to disclose or otherwise make your Card or PIN available to others without our prior written consent. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return your Cards to us upon our request.

Limitations.

- To protect your account(s), there are daily dollar limits for ATM withdrawals and Card purchases. Your Card limits are separately disclosed to you when you apply for or receive your card. Different limitations may apply at terminals that are not owned and operated by us.
- Cathay Bank will only authorize one-time Debit Card purchases or ATM withdrawals if, at the time of the transaction, we determine that there are sufficient available funds in your Account to cover the transaction. A one-time Debit Card purchase is a single, non-recurring Debit Card transaction where you swipe your Debit Card (e.g., a grocery store purchase); or when the Card is not physically presented (e.g., an online or telephone purchase).
- We may impose limits on the number of withdrawals and/or transfers made by preauthorized or automatic means from a Savings or Money Market account. Refer to your Truth in Savings Initial Disclosure for details.
- You may not use your account nor your Card to process gambling transactions or conduct any activity that would violate applicable law. If we are uncertain about the legality of any transaction, we may refuse the transaction or freeze the account in question while we investigate the matter.
- We may cancel your Card and terminate your access to our ATM/Debit Card service if you do not activate your card or do not use it for 13 months.

Fees Associated with ATM/Debit Card Service. You agree to pay us the following fees, which we may deduct from your account.

- We may impose a fee for each withdrawal that you make at an ATM that is not owned by us and is not a MoneyPass® surcharge free (sf) ATM. Please see our current “Fee Schedule” for the fee.
- Cathay Bank will not charge a fee if an ATM transaction or a one-time debit transaction inadvertently creates an overdraft on your account.
- There is no charge to replace a lost, stolen, or damaged card.
- Please see our current “Fee Schedule” for charges that may be related to our ATM/Debit Card service.

If you conduct a transaction at an ATM that is not owned by us or is not a MoneyPass® affiliated ATM, the operator of the ATM and any network utilized to effect the transaction may impose a fee.

Record of Your ATM/Debit Card Transactions. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a POS terminal. All ATM transactions are subject to alter verification by us. A receipt may not be available at all POS terminals for transactions of \$15 or less.

Refunds on Purchases. Cash refunds will not be made to you for purchases made with your Debit Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your checking Account.



Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa and MasterCard currently use a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (ii) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account. We may impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency. This charge is in addition to the Bank's usual ATM fee.

Lost or Stolen Card/PIN. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at [800-922-8429](tel:800-922-8429). You also can write to us at Cathay Bank, ATM Card Services, 9650 Flair Drive, El Monte, CA 91731

ATM Safety. You agree to exercise discretion when using ATMs. We do not guarantee your safety while using the ATM. We suggest that you take safety precautions when using our ATMs. Here are some safety tips to follow:

- If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave.
- Be alert when using the ATM and be aware of the surroundings, especially at night or in isolated areas.
- Park near the ATM in a well-lighted area. At night, have someone accompany you when possible.
- If the lights on or around the ATM are not working, do not approach the ATM.
- Do not accept assistance from anyone while using the ATM.
- If the ATM appears to have been altered (keypad, card reader, etc.) or you are concerned it may have been tampered with, do not attempt to use it. Report it to Branch personnel during banking hours; after banking hours call us at [800-922-8429](tel:800-922-8429) to report it.
- When you are finished using the ATM, take your Card, receipt(s), and cash, and leave the area immediately.
- DO NOT count or display any money you receive from the ATM. Put your money away immediately and count it later.
- If you are using a drive-up ATM, be sure passenger windows are closed and all doors are locked.
- Have your transactions prepared and your Card ready, to minimize your time at the ATM. Make sure you safeguard your PIN; DO NOT write it on your Card or carry it in your wallet or purse.
- Shield the ATM's key pad from view of others when entering your PIN and the transaction amount at an ATM.
- Always secure your Card just like you would your cash, checks and credit cards.
- Be sure to save your transaction slips. Check them against your statements regularly.
- Report all crimes to the ATM operator and local law enforcement officials immediately.

Any concerns or complaints regarding the security of our ATMs, should be directed to our Security Department at [800-922-8429](tel:800-922-8429). (If the ATM is located in New York, you can also call the New York State Banking Department at 1-877-BANK-NYS/1-877-226-5697.) Call 911 if emergency assistance is needed.

Telephone Banking Service. You can use this service by calling [800-922-8429](tel:800-922-8429) to transfer funds between your designated Accounts with us, to place a stop payment, or to obtain Account information.

Personal Identification Number. We will provide you with a Customer ID and personal identification number ("PIN") in order to access this service and provide us with instructions. You agree not to disclose your Customer ID or PIN to others and to safeguard their confidentiality.



Transfers. We will transfer funds between your Bank Accounts that have been tied to the service. Transfers cannot be made from time deposit accounts. If we receive your transfer instruction prior to our daily cutoff hour, we will make the funds available for use or withdrawal at the opening of our next Business Day.

Account Information. You can obtain information regarding your Bank Accounts that are tied to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

Cutoff Hour. We will act upon instructions received through our Telephone Banking Service prior to 7:30 p.m. Pacific Time on any Business Day. If we receive a transfer or payment instruction after the cutoff hour or on a non-Business Day, it may not be processed until the next Business Day.

Preauthorized/Automatic Transfers. Pre-authorized electronic fund transfers may be made to your Account from a third party (e.g., Social Security, a pension fund or your employer) or from your Account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House). Pre-authorized transfers do not include: (i) transactions initiated by Check, Draft or similar paper instrument, (ii) transfers to or from business or other non-personal Accounts, (iii) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your Account), or (iv) transfers initiated by telephone. Please note: If Federal recurring or other electronic payments are made into your Account, the payments may be affected by a change in Account status. If you plan to transfer your Account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

Limitations. Withdrawals and/or transfers made by preauthorized or automatic means from a Savings or Money Market account may be limited. Please refer to your Truth in Savings Initial Disclosure for details.

How to Stop Preauthorized Transfers from Your Account. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments by visiting your branch, writing to us at Cathay Bank, 9650 Flair Drive, RS-14, El Monte CA 91731, or by calling us at [800-922-8429](tel:800-922-8429).

We must receive your request at least three Business Days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three Business Days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your Account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. If you order us to stop one of these payments at least three Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Record of Your Transactions. A record of your electronic transactions can be obtained through the following ways, as applicable.

- **Receipts.** You can get a receipt at the time you make any transfer to or from your Account using one of our ATMs. All ATM transactions are subject to later verification by us.
- **Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at [800-922-8429](tel:800-922-8429) or utilize our Online Banking at www.cathaybank.com to find out whether or not the deposit has been made.



- **Account Statements.** You will get a monthly checking account statement. You will get a monthly savings account statement unless there are no transfers in a particular month. In any case, you will get a savings account statement at least quarterly.
- **Varying Preauthorized Transfers.** If you have arranged in advance to make regular payments out of your Account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Our Liability for Failing to Make Transfers. If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your Account to make the transfer;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your Account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We have reason to believe the transaction may not be authorized by you; or
- The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our Agreement with you.

Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

If you are a California resident, you will not be liable for the \$500 amount described above. If you are a New York resident, your liability for the unauthorized use of your card will not exceed \$50. Also, unless we determine that you were grossly negligent or fraudulent in the handling of your Account or Card, you will not be liable for the \$50 or \$500 amounts described above for transactions with a Visa Debit Card processed over the Visa network (excluding ATM transactions).

If your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions About Your Electronic Transfers. Contact your branch, call us at [800-922-8429](tel:800-922-8429), or write to us at Cathay Bank, 9650 Flair Drive RS-14, El Monte, CA 91731 as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.



1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days (5 Business Days in some cases for Visa Debit Card transactions) for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Fees. See our current “Fee Schedule” for all fees related to your account, including fees related to electronic fund transfer services.

Business Days. Our Business Days are Monday through Friday, excluding holidays.

Release of Account Information. We may release information regarding your Account and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to consumer reporting agencies; to companies that perform certain marketing services on our behalf; to other financial institutions in connection with joint marketing arrangements; as permitted by law; with your consent; and, if you are a business, in response to trade inquiries. Please refer to our [Privacy Policy](#), located on our website at www.cathaybank.com.

Change in Terms/Termination of Service. We may add to, delete or amend the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may terminate or suspend your electronic fund transfer service immediately if: any of you breach this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your Account, Card or PIN; there are conflicting claims to the funds in your Account; or any of you requests that we do so. If you ask us to terminate your Account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized user.

Applicability to Business and Other Non-personal Accounts. The provisions in this Electronic Fund Transfers section dealing with “Our Liability for Failing to Make Transfers,” “Your Liability for Unauthorized Electronic Fund Transfers,” and “In Case of Errors or Questions About Your Electronic Fund Transfers” (and related provisions on the back of periodic statements) do not apply to business or other non-personal accounts. You should notify us immediately if you discover any unauthorized transactions or errors involving your Card or Account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are liable for all unauthorized transactions made with your Debit Card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. There is one exception to this liability: Unless you are grossly negligent or fraudulent in the handling of your Debit Card or Account, you will not be liable for unauthorized signature-based



Debit Card transactions processed through the Visa network. It is important that you review your statements closely, however. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period.

Debit Card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your Account, even if the person exceeds any authority given by you.

Terms and Conditions related to Remittance Transfers. Please refer to the Section “Wire and Other Fund Transfers” in this Agreement.

XII. Additional Terms and Conditions

1. Adjustments

We may make adjustments to your Account whenever a correction or change is required to correct an error which you or a third party (e.g., another financial institution) cause. Adjustments might occur for example, if deposits are recorded or keyed in for the wrong amount or items you deposit are returned unpaid. We will make an adjustment to your account to correct an error if the adjustment would result in a credit to your account. We may elect, at our discretion, not to make an adjustment to your account to correct an error if the adjustment would result in a debit to your account.

2. Amendments/Changes in Account Terms

We may add to, delete or change the terms of our Agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or e-mail) on file for you, your Account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our branches, on our/your web site, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you in advance, however, of any changes that are beneficial to you such as a reduction or elimination of any fee or if the change is required for security reasons.

3. Automatic Transfer Service

You may have funds transferred automatically from most of our checking or savings accounts to another checking or savings account with us or to pay a safe deposit annual rental fee, or to repay a loan with us.

We may place limits on the number of automated transfers you may make from Savings or Money Market accounts. Please refer to your Initial Truth in Savings disclosure for details.

4. Changes in Account Ownership, Address and Authorized Signers

You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your Account. We may require a new signature card or other documentation before any change in account ownership or in authorized signers is made effective. We may rely on our Account records to determine the ownership of your Account.

If the authorized persons on your Account change, we may continue to honor Items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances we may require you to close your Account or provide us with stop payment orders in order to prevent



transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

5. Check Stock

Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your branch of account. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets. If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each Check that is rejected during processing due to poor print quality, or if it fails to meet our specifications. We may also require you to order checks that meet our processing specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of care for safeguarding your checks, and for reviewing all returned Checks and statements as soon as you receive them.

You agree to safeguard your blank checks and canceled Checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel, and you also agree not to entrust the writing of Checks and the reconciliation and review of your Account statements and notices to one single authorized signer on the Account or other designated person without frequent monitoring on your part. We may deny a claim for monetary loss due to forged, altered or unauthorized Checks if you fail to follow these procedures. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your Account and transfer the balance to a new account. If we do, all Checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement Checks.

6. Checks Bearing Notations

Although we are not obligated to, we may pay or accept Checks and other Items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an Item or write a Check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item.

7. Check Endorsement

Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a Check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result.

8. Check Imaging

We will include images of your canceled Checks with your monthly statements. With check truncation, we will maintain a record of your cancelled Checks. Your Checks will not be returned to you and may be destroyed shortly after we process your statement. We will maintain an image of each Check for seven years. You can obtain copies of your Checks by sending us a written request with the following information: your name, Account number, Check number, the amount of the Check, and (if known) the date the Check was paid. There is no charge for the first two Items

per statement that we copy for you. After that, we will charge your Account a fee for each copy (including the front and back of the Check). We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of Checks. Our liability, if any, will not exceed the face amount of the Check in question. You agree to provide us with reasonable proof of any loss.

9. Check Processing Cutoff Hour

If we receive an Item for payment on a weekend, a holiday or after 2:00 p.m. local time on a Business Day, we may treat it as if we had received it on the next Business Day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated Check order, or legal process received by us involving a Check is one hour after the opening of the Business Day following the Business Day on which we receive the Check. The cutoff hour with respect to setoffs exercised by us is midnight of the Business Day following the Business Day we receive a Check, or such later time by which we must return the Check. The cutoff hour determines our obligation under state law to pay or return certain Checks that have been received (but not finally paid) by us on the previous Business Day.

10. Check Signature Verification

We may process certain Checks mechanically, based on the information encoded on the Items. This means that we may not visually examine each of your Checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate Checks, Checks with duplicate serial numbers, misencoded Items, or Checks lacking an encoded serial number. Although we may review Checks from time to time, you understand that reasonable commercial standards do not require us to do so.

11. Compliance

You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You may not use your Account or any Account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any Account or funds in an Account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

12. Conflicting Demands/Disputes

If there is any uncertainty regarding the ownership of an Account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds; (2) refuse transactions and return Checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (4) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (5) continue to honor Checks and other instructions given



to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

13. Consent for Us to Call You

You agree that we or our agents may contact you for purposes of account servicing or other non-marketing purposes at any telephone number you provide to us, including your cell phone number. You agree that these calls and messages may be prerecorded, autodialed and/or take the form of text messages. Your wireless service provider may charge you for these calls/messages.

14. Consent to Gather Information

Each of you authorizes us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

15. Cutoff Hours

Instructions received by us on a weekend, holiday or after our cutoff hour on a Business Day may be treated and acted upon by us as if received on the next Business Day.

16. Death or Adjudication of Incompetence

You agree to notify us immediately of the death or court-declared incompetence of any Account Holder, authorized signer or designated beneficiary on your Account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the Account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an Account Holder dies or is adjudicated incompetent. If we are obligated to return funds removed from the Account following the death or incompetence of any Account Holder, the other Account Holders agree to reimburse us for the amount.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an Account Holder(s), we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

17. Deposit Insurance

Your Accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll free consumer hotline at [877-275-3342](tel:877-275-3342), or visit its website at www.fdic.gov.

18. Facsimile Signatures

We may refuse to accept or may pay Items bearing facsimile signatures. To honor a facsimile signature on your Account, we may first require you to execute a facsimile agreement with us. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your Accounts or services. You authorize us to pay any Check that appears to bear your authorized facsimile signature, without further inquiry. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

19. Fax Instructions/E-Mail

We may, but are not required to, act upon instructions received by fax transmission, mail or e-mail. We may not review your message until the Business Day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. We may require additional agreements to act on fax or email instructions received from you.

20. Financial Statement

You will provide us with a current financial statement upon request.

21. Force Majeure

We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

22. Governing Law

To the extent this Agreement is subject to the laws of any state, it will be subject to the laws of the state where your account is maintained, without regard to its conflict of law provisions.

Unless otherwise provided in this Agreement, your Accounts and services will be subject to rules from the applicable clearinghouse, from the Federal Reserve Bank (FRB), the Federal Deposit Insurance Corporation (FDIC), the Consumer Financial Protection Bureau (CFPB), all other applicable regulatory agencies, and from our correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

23. Inactive Accounts

Each state has laws that govern when accounts are considered abandoned. The applicable state is generally determined by the state listed in the address for your Account. We encourage you to make sure your Accounts remain active. An Account is generally considered inactive when there has been no deposit, withdrawal or other communication from you showing an interest in your Account. Automatic transactions, such as interest payments and some types of electronic credits or debits, are not usually considered activity.

For security reasons, we may refuse a withdrawal or transfer from Accounts we consider inactive. Service charges for inactive Accounts are the same as service charges for active Accounts. Service charges are not reimbursed for inactive Accounts that are later activated by you.

We are required by the unclaimed property law governing the Account, to deliver the balance of the abandoned Account to the applicable state. Before we transfer Account funds to the state, we may send a notice to the address currently shown in our records for the Account. We may charge a fee to the Account for costs of the notice, advertisements or delivery of the Account, as allowed by the applicable state law. If Account funds are transferred to the state, you must file a claim with the state to recover the funds.

24. Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions or omissions in connection with your Accounts or our services, or (b) our actions or omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

25. Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your Account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your Account(s).

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our branches or offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the branch where your Account or records are maintained. You acknowledge that Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. -- Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Notwithstanding the foregoing or anything in this Agreement to the contrary, to the extent we receive any garnishment notices concerning your consumer Account, the laws of your state of residence will govern with respect to (i) whether the garnishment can be applied to your Account; and (ii) whether any garnishment exemptions are applicable to your Account.

26. Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Account or any Account service must be commenced no later than one year after the day the cause of action accrues (two years if your Account is maintained in Texas).

27. Other Agreements

You may have other agreements with us which, by their terms, supersede this Agreement in whole or in part.

28. Overdrafts & Items Returned for Unavailable Funds

If you do not have sufficient available funds on deposit to cover the amount of a Check or other transaction (e.g., in-person withdrawal, automatic payment, or other electronic transaction), we may return the Check or reject the transaction without payment. We may elect, however, in our sole discretion to create an overdraft by paying the Check or permitting the transaction.

If we permit an overdraft or otherwise allow your Account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the Account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your Account, to the fullest extent permitted by law.

Each Account Holder is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the Account, whether or not the Account Holder participates in the transaction or benefits from its proceeds.

Our payment of any Checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing Accounts.

29. Photocopies

Checks and other Items are sometimes lost during processing or while in transit. If a photocopy of a Check or other Item that appears to be drawn on your Account is presented to us for payment in place of the original, we may pay the



photocopy if it is accompanied by a representation from another financial institution that the original Item has been lost or destroyed. We will not incur any liability in the event the Item is later presented to and paid by us, unless a stop payment order is in effect for the Check.

30. Postdated Checks

Unless you provide your branch of account with a written postdated Check notice that describes a postdated Check with reasonable certainty, we may pay the Check before the date stated on the Check, or return it for nonsufficient funds if you do not have sufficient available funds in your Account to cover the amount of the Check. Your notice must include the exact amount (dollars and cents), Account number, Check number, date of Check and the name of payee. If you provide us with a postdated Check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the Item and may return it (marked “payment stopped,” “postdated,” or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your Account after paying a postdated Check over a valid and timely postdated Check notice, you agree to transfer to us all of your related rights against the payee or other holder of the Check, and to assist us in any legal action we take against that person.

31. Power of Attorney

Any Account Holder may appoint an attorney-in-fact for an account and may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your Account. Upon request, we may provide you with a power of attorney form for that purpose. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any Check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us at your branch of account. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he/she acts for your benefit.

32. Privacy

You can review our privacy policy at our website at [cathaybank.com/privacy-policy](https://www.cathaybank.com/privacy-policy) or call us at 800-922-8429 to request a copy.

If you are a resident of California, you may have certain rights under California Consumer Privacy laws concerning personal information collected by Cathay Bank. One of these rights is to advise Cathay Bank that you do not want the Bank to share any of the personal information you provide to us. We may share personal information with companies we own or control (affiliates) and/or with other companies we do business with to provide financial products or services to you (third party service providers). If you wish to exercise your right to disallow Cathay Bank to share your personal information, please visit our website at www.cathaybank.com and click on “Submit a CCPA Request” or telephone us at 800-922-8429.

33. Protecting Your Identity

Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information. To reduce deposit account fraud, balance your Account when you receive your statements. If you don't receive your Account statement when expected, contact your local branch or utilize our Online Banking at www.cathaybank.com to get a copy of your activity. Secure your Account statements and Account receipts once you are done reviewing them. To dispose of them, use a shredding device or other destruction method. Never discard your statements and receipts in the trash or in recycle bins. Store new and



cancelled Checks in a secure location. Ask about suspicious activity. Contact Cathay Bank or your credit card provider if you have questionable activity on your Account.

Never use your Social Security number as your username to sign on to your online Accounts. Cathay Bank online banking requires that you select your own unique, personal username to sign on. This helps reduce the possibility of identity theft and/or fraudulent activity. Cathay Bank does not request confidential information from customers via email or pop-up windows. In addition, Cathay Bank employees will never ask you for your password. You should safeguard and not share your password with anyone. Please refer to the Security Information Center on our website www.cathaybank.com for additional ways to protect yourself against identity theft.

34. Remotely Created Checks and Demand Drafts

If you provide your Account number to a third party in order to charge your Account by means of one or more remotely created Checks or demand drafts (i.e., Items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such Items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such Items. We may refuse to honor such Items without cause or prior notice, even if we have honored similar Items previously.

35. Returned Items/Transactions

If we are notified that an Item you cashed or deposited is being returned unpaid, we may attempt to re-clear the Item, place a hold on the funds in question or charge your Account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to Checks drawn on us which are not paid for any reason, and to Checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule. We may assess a fee for each returned Item/transaction and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an Item deposited to your Account is forged, that the Item contains an alteration, or that there has been a breach of warranty in connection with any Item or transaction, we may charge the Item or transaction back against your Account or place a hold on the funds pending an investigation, without prior notice to you.

36. Security Interest

You grant us a security interest in your Account, including all current and future deposits and renewals, for amounts owing to us under this Agreement or under any account service agreement by any Account Holder. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

37. Setoff

We may charge or set off funds in your Account for any direct, indirect and/or acquired obligations that any Account Holder owes us, regardless of the source of the funds in the Account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law. For accounts domiciled in Texas: Under Article XVI, Section 50(a)(6)(H) of the Texas Constitution, we may not setoff against any of your Accounts for a liability arising from a home equity loan secured by Texas Homestead Property.

38. Severability

If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

39. Stale-Dated Checks

You agree that we may pay or return a Check which is presented to us for payment more than six months after its issue date (a “stale-dated” Check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on Checks presented for payment. You agree that we are not required to identify stale-dated Checks or to seek your permission to pay them.

40. Statements, Notices and Checks

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or Check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you are a business, you agree not to entrust the writing of Checks and the reconciliation and review of your Account statements and notices to one single authorized signer on the Account or other designated person without frequent monitoring on your part. We may deny a claim for monetary loss due to forged, altered or unauthorized Checks if you fail to follow these procedures.

Account statements and notices are normally sent to the last address (or e-mail address, if elected and agreed to by you) listed with us for your Account. If you ask us to hold statements and notices for you, we may require that you sign a separate agreement. We also may mail these items to you or destroy them if they are not picked up within 30 days. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

Statements and notices sent or made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you. We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You must mail or deliver all notices to us in writing at the branch(es) where you maintain your Account(s) or at such other addresses as we designate. You may also write to us at Cathay Bank, 9650 Flair Drive, RS-14, El Monte CA 91731. Notices sent elsewhere may be delayed or may not reach the correct office.

If your Account is domiciled in New Jersey, an Account Holder desiring to change the form of an Account or to stop payment or vary payment under the terms of the Account, must provide written notice to effect the change. The notice must be signed by the Account Holder, be received by us during the Account Holder’s lifetime, and not be countermanded by further written order by the Account Holder during the Account Holder’s lifetime. Any other person having a present right to payment by the terms of the Account must effect any change to the terms of the Account in the same manner.

41. Stop Payment Against a Check or Other Paper-Based Item

Any Account Holder or authorized signer on your Account may request us to stop payment on a Check or transaction originally made by Check. Your stop payment order must include the Account number, Check number, exact amount (dollars and cents), Check or transaction date and the name of the payee. We will not be liable for paying a Check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them.

There is a per-Check/transaction fee for each stop payment order. Stop payment orders are valid for six months. After that time, the Check may be paid and charged to your Account unless you renew the stop payment order for an additional six months. You may incur an additional fee for each renewed stop payment order (see our “Fee Schedule”).

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we



may release the stop payment. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on point-of-sale Debit Card transactions or cashier's checks. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's checks 90 days following the date of their issuance. Please note that electronic stop payment requests (through our online banking service) may not be effective in stopping the payment of Checks that have been posted to, but not finally paid from, your Account on the preceding day. In order to prevent those Checks from being paid, you must contact one of our customer representatives in person, by telephone or in writing within one hour after we open on the day following the day we post the Items to your Account. You also should contact a representative if you wish to stop the payment of a Check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular Check stop payment order.

42. Stop Payment Against an ACH/EFT Item

A stop payment order against an ACH/EFT Item may be honored if received at least three banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three banking days of the scheduled transfer, we do so without any liability or responsibility to any party having an interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen calendar days.

Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

43. Subaccounts

For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking Account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your Account will continue to operate, from your perspective, as one account. We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your Account. Your Account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees, or other features of your checking Account. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking Account.

44. Substitute Checks

You agree not to deposit substitute Checks, as described below, or Checks bearing a substitute Check legal equivalence statement ("This is a legal copy of your check. You can use it the same way you would use the original check.") to your Account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such Checks shall not obligate us to accept such Items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute Checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney's fees that we incur as a result of such Checks, including without limitation, any indemnity or warranty claim that is made against us because: (i) the Check fails to meet the requirements for legal equivalence, (ii) a claimant makes a duplicate payment based on the original Check, the substitute Check, or a paper or electronic copy of either; or (iii) a loss is incurred due to the receipt of the substitute Check rather than the original Check. Upon our request, you agree to provide us promptly with the original Check or a copy that accurately reflects all of the information on the front and back of the original Check when it was truncated.



You agree not to issue Checks with features or marks that obscure, alter or impair information on the front or back of a Check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We may convert original Checks to substitute Checks. The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this Agreement with respect to substitute Checks.

Substitute Checks and Your Rights — Important Information About Your Account

What is a Substitute Check?

To make check processing faster, Federal law permits banks to replace original Checks with “substitute Checks.” These Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a substitute Check states: “This is a legal copy of your Check. You can use it the same way you would use the original Check.” You may use a substitute Check as proof of payment just like the original Check.

Some or all of the Checks that you receive back from us may be substitute Checks. This notice describes rights you have when you receive substitute Checks from us. The rights in this notice do not apply to original Checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

What Are Your Rights Regarding Substitute Checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same Check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced Check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute Check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute Check was correctly posted to your Account.

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute Check that you received and that was posted to your Account, please contact us at [800-922-8429](tel:800-922-8429). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute Check in question or the Account statement showing that the substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- Your name and Account number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;

- An explanation of why the substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute Check and/or the following information to help us identify the substitute Check: the Check number, the date of the Check, the name of the person to whom you wrote the Check, and the exact amount of the Check (dollars and cents).

45. Telephone and Electronic Communication Monitoring/Recording

In accordance with applicable law, we may monitor and/or record telephone conversations and electronic communications for quality control and other purposes without prior notice to you. We usually do not record conversations without notice to you. Notification of recording may include the use of an identifying tone or pre-recorded notification. Upon receiving such notice, if you do not wish to be recorded, you may terminate the call.

46. Termination/Closing Your Account

Any authorized signer(s) may close your Account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the Account. We may automatically close your Account without notice if the Account balance is zero or if you apply for an account but do not deposit funds into it. We may terminate your Account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you.

If the funds in your Account are not withdrawn following the Bank's notice of termination to you, we may send a Check for the collected Account balance to any of you at the last address we have on file for the Account. Thereafter, the funds will stop earning interest (even if the Check is returned or remains uncashed for any reason). Upon your receipt of notice that your Account relationship is being terminated, you are responsible for canceling any automatic or standing deposits or withdrawals applicable to your Accounts, including but not limited to internal transfers, payroll deposits, ACH transactions, wire transfers, or Zelle transactions.

We may impose a charge on certain Accounts if they are closed within the first 90 days (180 days for the Basic Checking account); see our "Fee Schedule." We may dishonor any Check, Item or transaction presented for payment after an Account is closed. At our sole discretion, we may honor Checks, Items and orders presented or occurring after an Account is closed if the transaction is guaranteed by us to third parties (e.g., under a Check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding Checks. You remain responsible for such Items and transactions, which may be treated as overdrafts.

47. Fraudulent or Unauthorized Activity

In the event that your Account is compromised by fraud and/or you or any of your authorized signer(s) submit a claim for reimbursement relating to any fraudulent or unauthorized activity in your Account, the Bank may close your Account to prevent future losses and permit you to open a replacement Account. Notwithstanding the foregoing, the Bank may elect, at its sole discretion, to permit your Account to remain open following any such compromise, fraud, or unauthorized activity, provided that you take the following actions (or any other actions which the Bank deems necessary in its sole discretion for your Account to remain open following such incidents):

- **For Consumer Accounts:** you execute an indemnification in favor of the Bank, in a form and format acceptable to the Bank at its sole discretion, as consideration for the Bank permitting you to keep your Account open.
- **For Business Accounts:** you either (i) execute an indemnification in favor of the Bank, in a form and format acceptable to the Bank at its sole discretion, as consideration for the Bank permitting you to keep your Account open; or (ii) you enroll in the Bank's Positive Pay Service for your Account and agree to return all unauthorized transactions in your Account.

48. Transfers/Assignments

Unless otherwise agreed by us in writing, all Accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an Account without our prior written consent. We are not required to accept or recognize an attempted assignment of your Account or any interest in it, including a notice of security interest.

49. Unauthorized Transactions and Errors

If you discover an error, forgery, alteration or other unauthorized activity involving your Account, you must notify us immediately by telephone, and promptly notify your branch of account in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current Check register and to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your Checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the Check or transaction number, the amount, and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your Account. If you fail to notify us within a reasonable time (not exceeding 21 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit Check or other unauthorized transaction involving any of your Accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit Check, or other unauthorized debit to your Account within 60 days after the date of your statement or the date the information about the Item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. Please refer to the “Electronic Fund Transfers” section of this Agreement.)

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your Account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (i) by the amount of the loss that is caused by your own negligence or lack of care; (ii) to the extent that damages could not have been avoided by our exercise of ordinary care; and (iii) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney’s fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

(Note: Different notice and liability rules apply to certain electronic fund transfers. Please refer to the “Electronic Fund Transfers” section of this Agreement.)

50. Use of Consumer Reporting Agencies (CRAs)

We may use third party services to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your Account to such third party services.

51. Waivers

We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

XIII. Wire and Other Funds Transfers

Payment Orders. The following provisions apply to payment orders governed by the Uniform Commercial Code Article 4A (e.g., wire transfers, telephone transfers, and ACH transactions from business accounts). They do not apply to the transactions described in the “Electronic Fund Transfers” section of this Agreement or to “remittance transfers” as defined within the Electronic Funds Transfer Act (see Remittance Transfers Governed by the Electronic Funds Transfer Act in this section for details) or to payments by Check, Draft, or similar instrument. If you have a separate agreement with us with respect to payment orders, the terms of that agreement will supersede any conflicting terms in this Agreement.

Processing Orders. At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing.

Cutoff Hours. Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer Business Day.

Payment Order Accuracy. You must accurately describe the beneficiary of your payment order and the beneficiary’s financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

Cancellation and Amendment of Payment Orders. You do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the change or cancellation. You agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

Foreign Transfers. Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee’s bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your Account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us.

Unauthorized Payment Orders. We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order. We may require additional agreements in order to accept and process payment orders that are not requested in person at a branch. These agreements may specific additional or alternate security procedures.

Notice of Errors. You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of Account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).

Limitation of Liability. Our liability for any act or failure to act shall not exceed the direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

Remittance Transfers Governed by the Electronic Funds Transfer Act

A “remittance transfer” is an electronic transfer of funds in an amount more than \$15 that is requested by a consumer in the United States, and sent to a beneficiary in a foreign country.

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at [800-922-8429](tel:800-922-8429) or the branch where you initiated the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were to be sent. We will refund your money within three business days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into a recipient’s account.

If you think there has been an error or problem with your remittance transfer:

- Call us at [800-922-8429](tel:800-922-8429); or
- Write us at Cathay Bank, 9650 Flair Drive, RS-14, El Monte CA 91731

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient.

When you do, please tell us:

- Your name and address;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

XIV. Withholding of Income Tax

IRS Subpart B Payments and Withholding

We are required to obtain a valid Form W-9, Request for Taxpayer Identification Number and Certification, with a taxpayer identification number (TIN) from customers/counterparties that are U.S. persons receiving U.S. source income (e.g., interest, dividends, and gross proceeds). We are also required to report to the IRS the payment of such income to nonexempt recipients, along with your TIN. We must deduct and withhold tax from these payments (referred to as backup withholding) at the current rate in effect under IRS regulations at the time backup withholding begins if: (i) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (ii) you fail to provide us with the required certified information; (iii) the IRS instructs us to withhold; or (iv) the IRS notifies you that you are subject to backup withholding.

You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may refuse to open, and we may close, any Account for which you do not provide a certified TIN.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Non-Resident Aliens and Foreign Entities

A non-resident alien or foreign entity must certify any exempt status or treaty benefit by completing an appropriate IRS certification Form W-8. The Bank is generally required to backup withhold on an account at the current rate in effect under IRS regulations at the time backup withholding begins if a customer fails to provide the appropriate Form W-8.

For certain non-resident alien individuals or foreign entities, the Bank is required to report to the IRS the amount of income paid and (if applicable) tax withheld from the payment(s).

Non-resident aliens are generally required to certify their foreign exempt status every three years (or earlier upon request) on a Form W-8 to avoid backup withholding. If you do not recertify when required, your Account will be subject to backup withholding.

IRS Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) was created to ensure that non-U.S. entities are not used to prevent disclosure to the IRS of foreign financial accounts and offshore investments of U.S. taxpayers. FATCA does not replace IRS reporting and withholding requirements; however, it must be applied first. Foreign entities must document to the Bank their proper FATCA status, and the Bank must withhold on certain payments (e.g. interest,) made to noncompliant entities. In addition to the reporting requirements under the IRS Rules, the Bank must report to the IRS any substantial U.S. owners of nonfinancial foreign entity customers.

XV. Dispute Resolution: Arbitration and Class Action Waiver

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Section XV. (the "Arbitration Provision"), except as set forth below, Claims (as defined below) will be resolved by individual (and not on behalf of others, as a class or other representative) binding arbitration in accordance with the terms specified herein, if you or we elect it.

Your Right to Opt Out

THIS ARBITRATION PROVISION AMENDS OUR PRIOR AGREEMENTS AND IT COVERS ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR ACCOUNT OR THIS AGREEMENT, REGARDLESS OF WHEN OR HOW THEY AROSE.

IF YOU DO NOT WANT TO ARBITRATE DISPUTES, YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT, AS STATED BELOW. FOR INDIVIDUALS WHO OPTED OUT OF PREVIOUS VERSIONS OF THIS ARBITRATION PROVISION, THAT OPT OUT REMAINS IN EFFECT.

- **Agreement to Arbitrate Claims.** All parties to this Agreement give up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - All controversies, claims, or disputes that may arise between you and Cathay Bank concerning any subject matter, issue, or circumstance, including, but not limited to, controversies, claims, or disputes arising out of or relating in any way to this Agreement or your Account, any of the products or services we provide to you in connection with your Account, any transactions or activity on your Account, or the events leading up to your becoming an Account holder (for example, advertisements or promotions), including (without limitation) claims based on contract, tort, fraud, agency, negligence, consumer protection law, statute or regulatory provisions, or any other source of law (each, a “Claim”), regardless of the date of accrual of such dispute, will be resolved by individual (not class-wide or collective) binding arbitration.
 - Any arbitration between us shall be determined by arbitration through the American Arbitration Association, and shall be governed by:
 - **For Claims concerning Consumer Accounts:** The Consumer Rules of the American Arbitration Association (“AAA Consumer Rules”). For any Claims concerning Consumer Accounts, the AAA Consumer Rules, and any amendments thereto, are incorporated into this Agreement, and, at the time of execution of this Agreement, can be located at <https://www.adr.org/rules-forms-and-fees/consumer/>; and
 - **For Claims concerning Business Accounts:** the Commercial Rules of the American Arbitration Association (“AAA Commercial Rules”). For any Claims concerning Business Accounts, the AAA Commercial Rules, and any amendments thereto, are incorporated into this Agreement, and, at the time of execution of this Agreement, can be located at <https://www.adr.org/rules-forms-and-fees/commercial/>.
 - This agreement to arbitrate applies regardless of whether the dispute arises from conduct or actions entered into or occurring prior to, concurrent with, or subsequent to the date of this Agreement.
 - Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
 - The ability of the parties to obtain documents, witness statements, and other discovery is governed by (i) for Claims concerning Consumer Accounts, the AAA Consumer Rules or (ii) for Claims concerning Business Accounts, the AAA Commercial Rules, which are generally more limited than in court proceedings.
 - The arbitrator(s) do not have to explain the reason(s) for their award.
 - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. The other provisions of this agreement as pertaining to dispute resolution, including the class action waiver, would still apply under such circumstances.
- **Notice of Dispute and Informal Dispute Resolution.** If either you or we elect to arbitrate a Claim, before beginning the arbitration process, you and we agree to first notify one another of the dispute in writing at least sixty (60) days in advance of initiating an arbitration. Your notice to us shall be sent to: Cathay Bank, 9650 Flair Drive, El Monte CA 91731, Attn: General Counsel’s Office (“Notice Address”), and must provide your name, current email address, mailing address, and telephone number, as well as the name, email address, and telephone number associated with your account (if different from your current information) and complete account number; and describe the nature of the Claim and the specific relief being sought. To protect your account information, any authorization of a third-party, including any counsel you may have, to access your account information must comply with Cathay

Bank's customer authentication policies, including that in addition to providing your complete account number that you provide your Social Security Number or Federal Tax ID number, or a wet ink signature to confirm your identity against account information maintained in our systems. Our notice to you shall be sent to the most recent address for you in our files.

- You and Cathay Bank agree to meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any Claim or dispute covered by this Arbitration Provision. If either party is represented by counsel, that counsel may participate in the informal dispute resolution conference. During this process, you may be provided with, or you can provide, an offer of judgment.
 - All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.
 - The informal dispute resolution conference shall occur within sixty (60) days of receipt of the written notice described above, unless an extension is mutually agreed upon. If, after participating in that conference, the parties are unable to resolve the Claim, the claimant may commence an arbitration in accordance with this Arbitration Provision. Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration. Failure to do so is a breach of this Arbitration Provision, and no demand for arbitration shall be valid unless such written notice is provided and good faith discussions have been conducted.
 - Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this section.
- **CLASS ACTION WAIVER. YOU AND CATHAY BANK BOTH WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL, OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. THIS CLASS ACTION WAIVER MEANS THAT THE PARTIES AGREE TO ARBITRATE ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES ON AN INDIVIDUAL BASIS. THE PARTIES ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY CLAIMS AND IS NON-SEVERABLE FROM THIS ARBITRATION PROVISION. IF THE CLASS ACTION WAIVER IS VOIDED, FOUND UNENFORCEABLE, OR LIMITED WITH RESPECT TO ANY CLAIM FOR WHICH YOU SEEK CLASS-WIDE RELIEF, THEN THE PARTIES' ARBITRATION PROVISION, EXCEPT FOR THIS SENTENCE, SHALL BE NULL AND VOID WITH RESPECT TO SUCH CLAIM, SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE CLASS ACTION WAIVER. THE ARBITRATION PROVISION SHALL REMAIN VALID WITH RESPECT TO ALL OTHER CLAIMS, HOWEVER. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**
 - **Arbitration Fees and Costs.** Payment of all arbitration fees will be governed by the AAA Consumer Rules or AAA Commercial Rules, as applicable, except to the extent that the fees and costs (including arbitrator fees) paid by either party are reallocated upon order of the arbitrator following a determination that (a) either party breached the informal dispute resolution section of this Arbitration Provision, (b) such reallocation is called for under this Arbitration Provision, or (c) reallocation is otherwise permitted under applicable law. The American Arbitration Association sets forth fees for its services as follows: (i) for Claims subject to AAA Consumer Rules, in accordance with its Consumer Arbitration Rules and Mediation Procedures Fee Schedule, which is available at https://www.adr.org/media/3uofn4lu/consumer_rules_and_mediation_procedures_feeschedule.pdf; (ii) for Claims subject to AAA Commercial Rules, in accordance with its Commercial Arbitration Rules Administrative Fee Schedule, which is available at https://www.adr.org/media/pfubh1we/2025_commercial-arbitration-fee-schedule.pdf. Judgment upon the award of the arbitrator(s) may be entered in any court, state or federal, having jurisdiction.
 - **Governing Law.** This agreement evidences a transaction in interstate commerce, and thus, notwithstanding any other choice of law provision contained in this agreement, the Federal Arbitration Act shall govern the interpretation and enforcement of this Arbitration Provision. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof,

including the Class Action Waiver, are for a court to decide, not the arbitrator. Federal courts state or territory where the Account was opened will have the exclusive power to decide such issues of validity, enforceability, coverage or scope.

- **Law Applied by Arbitrator.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award any relief that would have been available in court.
- **Right to Opt Out of Arbitration.** You may opt-out of having to arbitrate disputes without affecting any of your rights and obligations as our customer. If you want to opt-out of arbitration, you must mail written notice of your decision to us which includes your name(s), account number, and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your account agreement (the “Opt Out Notice”). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail or certified mail, return receipt requested, to: Cathay Bank, 9650 Flair Drive, El Monte CA 91731; and (2) signed by you (both or all of you, if more than one) including the information set forth above. We must receive your Opt Out Notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of this agreement. If the Arbitration Provision of your agreement has already been delivered or otherwise made available to you, amendments to your agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision. For individuals who opted out of previous versions of this Arbitration Provision, that opt out remains in effect.
- **Survival and Severability.** This Arbitration Provision shall survive: (1) the closing of your Account and/or the termination of the deposit relationship between us; and (2) any receivership by you or us, and any transfer by us of your account. If any portion of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver.
- **Waiver of Jury Trial; Venue.** If for any reason we do not engage in arbitration regarding a Claim and a lawsuit is commenced, Cathay Bank and you each waive trial by jury in any action, proceeding, or counterclaim brought against the other on any matter arising out of or in any way connected with your accounts or this Agreement. You and Cathay Bank agree that the only permissible venue for any such action shall be in a federal, state, territorial or commonwealth court having jurisdiction and sitting in and for the judicial district, circuit or other division (however named) where a branch of Cathay Bank holding one or more of your accounts is located. This waiver of trial by jury and this agreement as to venue apply, without limitation, to any class action in which either party is a class representative, or in which another person or entity serving as a class representative asserts claims on behalf of you or Cathay Bank as a member of a class.
- This dispute resolution provision will not be deemed to limit or constrain either party’s right to exercise self-help remedies such as set off, to obtain provisional or ancillary remedies, such as injunctive relief or the appointment of a receiver, to interplead funds in the event of a dispute, to exercise any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement, or to comply with legal process involving your Account or other property. Venue for any action or arbitration brought in accordance with this provision shall be in the state where your Account is maintained by Cathay Bank. Disputes in an amount subject to the jurisdiction of that state’s small claims court shall not be subject to arbitration but may instead be filed in small claims court.



XVI. Questions, Comments or Complaints

If you have any questions or comments, or have a complaint about any Cathay Bank product or service, you can call us at [800-922-8429](tel:800-922-8429), contact us through our website at www.cathaybank.com, or write to us at 9650 Flair Drive, RS-14, El Monte CA 91731.

Note: The fees, rates and benefits described in this booklet and in the accompanying "Fee Schedule" were current as of the date of publication, but are subject to change. You can obtain current information by calling us at [800-922-8429](tel:800-922-8429). Prices listed are subject to sales tax wherever applicable.

1-800-922-8429
www.cathaybank.com

SUPPLEMENT TO THE DEPOSIT ACCOUNT AGREEMENT & DISCLOSURE

Effective Date: September 1, 2026

This Supplement amends your Deposit Account Agreement and Fee Schedules. Please keep this document with your important account records. All other terms, conditions, and disclosures in your Deposit Account Agreement remain unchanged and in full force.

Effective September 1, 2026, the Bank limits the total number of Overdraft (OD) Paid Item Fees and Non-Sufficient Funds (NSF) Returned Item Fees that can be charged to an account on any single business day:

- Consumer Accounts: Maximum of two (2) Overdraft and two (2) NSF fees per business day.
- Commercial Accounts: Maximum of three (3) Overdraft and three (3) NSF fees per business day.

Once your account has reached the daily limit, any subsequent items presented against insufficient funds on that business day will be returned unpaid, and no additional NSF or return fees will be assessed.

The following sections, in italic font, of the Deposit Account Agreement have been updated to reflect the changes effective September 1, 2026.

Transaction Holds. When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

- ***Reduction of Available Balance:*** An authorization hold immediately reduces your **Available Balance** (the money you have free to spend), but it does not immediately reduce your **Ledger Balance** (the total amount of cash physically in the account before pending transactions). The hold will remain on your account for up to three (3) business days (or up to thirty (30) business days for certain travel or car rental transactions) or until the actual transaction settles, whichever occurs first.
- ***Varying Hold Amounts:*** The amount of the authorization hold requested by a merchant may be different from the final transaction amount. For example, a gas station may place a \$100.00 hold on your account when you swipe your card at the pump, even if you only purchase \$20.00 worth of fuel.
- ***How Holds Trigger Fees:*** We determine whether your account is overdrawn based on your **Available Balance**, not your **Ledger Balance**. If an authorization hold reduces your **Available Balance** below zero, or below the amount needed to cover another item (such as a check, ACH transfer, or subsequent debit card purchase) that is presented for payment while the hold is active, you may incur an Overdraft or Non-Sufficient Funds (NSF) fee.

- **Multiple Fee Risk:** *You may incur overdraft fees even if your account has a positive Ledger Balance at the time a transaction is presented, if pending authorization holds have lowered your Available Balance below the amount of that transaction. We are not responsible for any damages or fees you may incur resulting from a merchant's authorization hold or the timing of transaction settlements.*

Fees Associated with ATM/Debit Card Service. You agree to pay us the following fees, which we may deduct from your account.

- We may impose a fee for each withdrawal that you make at an ATM that is not owned by us and is not a PULSE SelectSM or MoneyPass[®] surcharge free (sf) ATM. Please see our current "Fee Schedule" for the fee.
- Cathay Bank will not charge a fee if an ATM transaction or a one-time debit transaction inadvertently creates an overdraft on your account.
However, the Bank may charge you an insufficient funds or overdraft fee as set forth in your account agreement for payment of any recurring debit card transaction, if payment of the transaction results in an overdraft on your account. (A recurring transaction is one you arrange with a merchant ahead of time by providing your debit card number and authorizing the card to be charged on an on-going basis.)
- There is no charge to replace a lost, stolen, or damaged card.
- Please see our current "Fee Schedule" for charges that may be related to our ATM/Debit Card service.

If you conduct a transaction at an ATM that is not owned by us or is not a PULSE SelectSM or MoneyPass[®] affiliated ATM, the operator of the ATM and any network utilized to effect the transaction may impose a fee.

BB. Overdrafts, Non-Sufficient Funds & Items Returned for Unavailable Funds

At our discretion, we may authorize and pay overdrafts and charge insufficient fees for the following types of transactions created by check, in-person withdrawal, or other electronic means such as automated clearinghouse (ACH) electronic transfers, preauthorized automatic bill payments, and recurring debit card transactions.

An overdraft occurs when the bank, at our discretion, chooses to pay an item even though the account lacks the funds to cover it, resulting in a negative balance.

A non-sufficient funds (NSF)/Returned Items occurs when the bank declines to pay the item and returns it unpaid to the presenter.

De Minimis Thresholds. Overdraft and non-sufficient funds (NSF) items presented below the established thresholds, of \$10.00 for Consumer accounts and \$50.00 for Business accounts, will not be charged.

Note: If you make a deposit on the same day (with collected/verified funds such as cash, or funds transferred from another Cathay Bank account) that an Item, service charge or transaction creates an overdraft (a "temporary or "intra-day overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the Business Day. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be

deemed received until the next Business Day. We also may impose a fee for overdrafts created by fees or deposited Items that are returned.

If we permit an overdraft or otherwise allow your Account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the Account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your Account, to the fullest extent permitted by law. *If your account remains overdrawn for more than 30 days, the account may be closed and reported to ChexSystems.*

Each Account Holder is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the Account, whether or not the Account Holder participates in the transaction or benefits from its proceeds.

Our payment of any Checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing Accounts.

CC. Fees for Return & Overdraft Items

Please refer to our "Fee Schedule" for information on fees charged for items paid into overdraft or returned for unavailable funds.

Once your account has reached the daily limit, any subsequent items presented against insufficient funds on that business day will be returned unpaid, and no additional NSF or return fees will be assessed.