



Cathay Foreign Exchange Online Access Agreement

(Effective December 7, 2021)

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

1. Introduction

This Cathay Foreign Exchange Online Access Agreement, along with the terms and conditions of any optional related services in which you have enrolled (together, this "Agreement") sets forth the terms and conditions of the online banking service with respect to certain features described herein by which you may access your foreign currency Account (as defined in the Master Foreign Exchange Agreement) for purposes of the program (the "Service") offered to you by Cathay Bank ("we", "us", and "Bank"). In accordance with Section 13, this Agreement supplements the terms of the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure and also supplements the Master Foreign Exchange Account Agreement. Each term used, but not defined, herein takes its meaning from the Master Foreign Exchange Account Agreement or the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure, as the context requires. Your use of the Service will be deemed additional evidence of your agreement to these terms. If you want to receive this Agreement in hard copy through the mail, please notify our Customer Service Representative at: 866-228-4299.

2. Our Service

You can use this Service to conduct the following activities:

- **Account Information** – You can obtain information about your Account(s) and transactions.
- **E-mail** – You can communicate with us electronically through our secure e-mail system.
- **Transaction Data Export** – You can export transaction data to Microsoft Excel.
- **Accessing Your Statements** – You can access your statements, and records electronically, as well as receive paper statements in the mail.
- **Expanded Foreign Currency Funds Transfers (Business Customers Only)** – Our business customers may request that we execute funds transfers using free-format messages from your Call Deposit Account.
- **Alternative Requests for Foreign Currency Funds Transfers (Business Customers Only)** – Our business customers may request foreign currency funds transfers using the security procedure described in this Agreement.

The terms of this Agreement apply to all joint Account holders and any Authorized Persons. Each signer on your Account will be given a unique User ID and password.

3. Account Balance and Transaction Information

You can use the Service to obtain Account balance and transaction information anytime of the day, seven days a week, except when our system is unavailable for maintenance or other reasons. Please

note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact our Foreign Exchange Department 866-228-4299 during regular business hours for more information.

4. Expanded Foreign Currency Funds Transfers (for Business Customers Only)

Our expanded foreign currency funds transfers are wire services available to business Call Deposit Accounts only. Expanded foreign currency funds transfers cannot be made to or from Foreign Currency Time Deposit Accounts. We reserve the right to determine which Accounts may be linked to the Service and, at our discretion, may refuse to allow certain Accounts to be used with the Service.

Foreign currency funds transfers are processed only Monday through Friday. Any request made on a weekend, holiday, or after 1:00 p.m. Pacific Time on a business day may be processed on the following business day. You are responsible for scheduling foreign currency funds transfers to be made in a timely manner.

Our ability to provide certain foreign currency funds transfers services depends on our ability to obtain services from others and to access third party networks. In the event any provider or network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network or service access, we may discontinue the related service or may provide the service through an alternate third party provider. In such situations, we will have no liability for the unavailability of access. We will not be responsible for delays for any action or omission by you or other financial institutions.

You agree that we may charge or place a hold against your Account for the amount of your foreign currency funds transfer upon requesting a transfer. You will receive a confirmation code at the time that you set up each online foreign currency funds transfer.

Transactions posted to your Account as of a certain business day may not be reflected in Account balances reported by the Service until the following business day. Information on transfers to or from your Accounts with us will be reflected on your Account statements and can be obtained by calling Foreign Exchange Department at 866-228-4299. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers. For the avoidance of doubt, you should consult the Master Foreign Exchange Agreement as it relates to the determination of any exchange rate in connection with any FX Contract.

Alternative Requests for Foreign Currency Funds Transfers. You have the option under this Agreement to request a foreign currency funds transfer without imposing a dual control environment in connection with the transmission and confirmation of such transfers. Should you elect to request a foreign currency funds transfer in such an environment, you agree to be subject to a higher standard of care with respect to your accounts, transactions and statements. Moreover, you agree that our acceptance of any such request shall be deemed to be commercially reasonable in light of your particular needs and circumstances.

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT DESIGNATED BUSINESS ACCOUNT AUTHORIZED SIGNER MAY ENABLE AUTHORIZED USERS TO CONDUCT TRANSACTIONS WITH US ON YOUR ACCOUNTS NOTWITHSTANDING THE SIGNING AUTHORITY IDENTIFIED IN THE MASTER ACCOUNT AGREEMENT AND OTHERWISE NOTWITHSTANDING THE SIGNING AUTHORITY INDICATED ON THE TRANSACTION FORMS.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing transfer amounts, Accounts, financial institutions, and addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your Account for the transfer whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer instructions.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. For example, we may reject a transfer instruction if you do not have sufficient available funds to cover the transfer or if you exceed the limitations on dollar amounts and/or number of transactions. Unless you have requested alerts for rejected transfer instructions, we generally will not notify you when a transfer instruction is rejected by us. If you wish to receive alerts for rejected transfer instructions, you must select that option under "Manage Alerts" in the Customer Service tab. Please see "Statement and Alert Delivery" below for additional terms that apply to alerts. Otherwise, you should confirm whether the instruction was accepted by reviewing your online Account activity on the business day following the scheduled transfer date. If we reject a transfer, you will need to re-enter the information if you wish to make the transfer at a later date.

Limitations. We may refuse to permit any transfer at any time and without prior notice if we believe it may violate applicable law. See your Master Foreign Exchange Agreement for further details.

5. Electronic Mail

You can use the Service to send us electronic mail (e-mail). Since e-mail can be subject to delays and may not be reviewed by us after normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, call us at 866-228-4299 during our business hours. We will have a reasonable time to act upon any e-mail instruction or request and reserve the right to reject any instruction or request received by e-mail. Our online e-mail is secure and encrypted for your protection. You should use it, and not use regular e-mail, when sending any sensitive information about yourself or your Accounts (e.g., your Account number, social security number, etc.).

The e-mail "Message" Service may not be used to make transfers between Bank Accounts. You acknowledge that we cannot ensure that e-mail will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of

our Services. However, if you have a complaint about any product or service offered through one of these websites, please contact us at Cathay Bank, Compliance Department, 777 North Broadway 1-0-A, Los Angeles CA 90012.

You agree that: (a) your use of the Internet will be at your own risk; (b) Internet services are provided to you on an "as is" basis, without warranties of any kind; (c) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (d) you will comply with all laws applicable to your Internet activities; you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; we may monitor your e-mail and Internet communications with our employees; and (g) our Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

6. Transaction Export

You can export your Account transaction data to Microsoft Excel.

7. Hours of Operation

You can access Account information and communicate through the Service 7 days a week, 24 hours a day. Expanded Foreign Currency Funds Transfer requests can be made up until 1:00 PM PST Monday through Friday for same-day processing of Foreign Currency Transfers. Next day Expanded Foreign Currency Funds Transfer requests may be requested after 5:00 PM PST. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

8. Business Days

Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour of 1:00 p.m. PST or on a non-business day may be deemed received as of the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

9. Service Fees

There is no set-up fee for enrolling in the Service, and no fee for accessing information about your Accounts, using the Service electronic mail, or transferring funds between Accounts by means of the Service. Fees separately disclosed to you in connection with your Account or any transaction-related fees incurred in using the Services may apply. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. You are responsible for any fees that may be billed to you by your Internet, telephone access, or mobile service providers.

10. How to Notify Us of a Problem

If you have a question about a Service transaction, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, please contact us immediately by:

- a. Calling our Cathay Bank Foreign Exchange Department at 866-228-4299 between 8:00 a.m. and 5:00 p.m. (Pacific Time) or,
- b. Calling our Cathay Bank Customer Service Center at 800-922-8429 between 6:00 a.m. and 7:30 p.m. (Pacific Time) or,
- c. Writing to us at: Cathay Bank Foreign Exchange Department, 9650 Flair Drive EL-5-E, El Monte , CA 91731

11. Password and Security

You agree not to give or make available your password or other means to access the Service or your Account(s) to any unauthorized individuals. You are responsible for all transfers and payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your Account(s), you are responsible for any transactions they authorize. If you believe that your password or other means to access your Account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank's Foreign Exchange Department at once at the phone number or address set forth above, in Section 10. We may suspend or cancel a password without receiving such notice from you if we suspect that a password has been lost or stolen or is being used in an unauthorized or fraudulent manner.

12. In Case of Errors or Questions about Your Foreign Currency Funds Transfers

Call or write to the Bank's Foreign Exchange Department at the number or address listed in Section 10 as soon as you can if you think your statement is wrong or if you need more information about any foreign currency funds transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and Account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected 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 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, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within 3 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.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS

(EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

13. Other Terms

This Agreement supplements the terms of the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure and also supplements the Master Foreign Exchange Agreement.

You agree to comply with this Agreement. Unless we agree otherwise in writing that specifically refers to this Agreement, this Agreement, our web site Terms and Conditions, the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure, and the Master Foreign Exchange Agreement contain all of the terms of our agreement with you with respect to the Service. Please see each such agreement for other terms relating to this Service. The terms of this Agreement will supersede any conflicting terms in the web site Terms and Conditions, the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure, and the Master Foreign Exchange Agreement with respect to the Service.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICE OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE THAT YOU USE IN CONNECTION WITH THE SERVICE.

14. Termination

We may terminate or suspend your access to all or part of the Service at any time, with or without cause. You can terminate this Service by calling or writing to Foreign Exchange Department at the number or address listed in Section 10. If you terminate the Service, let us know if you have any outstanding scheduled transfers that you also wish to cancel. Unless you advise us not to make such transfers, you will be responsible for any transfers we make following your notice of termination. We may refuse to make scheduled Service transfers following termination of the Service.

15. Disputes

In the event of a dispute you agree to resolve the dispute by looking to the Master Foreign Exchange Agreement. You agree that the Master Foreign Exchange Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter.

16. Captions

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

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law's provisions.

18. Other Acknowledgments

You are the primary or joint owner of and an authorized signer on the Accounts for which you are requesting access, or you are duly authorized to act on behalf of the business which owns the Account(s) and receive password information for the Service.

In order to use the Service, you will need a working connection to the Internet. The following compatibility table describes how we define compatibility levels:

Compatibility	Description
Recommended	Provides the ideal experience with Online Banking
Limited Support	Supports the general functionality of Online Banking. May have behavioral or cosmetic differences.
	Results may be inconsistent. The Bank does not guarantee compatibility with Online or Mobile Banking

The following browsers are supported. Any browser not listed below should be considered unsupported.

Browser	Windows	macOS
Google Chrome (Current and previous two versions)	Recommended	Recommended
Microsoft Edge (Current and previous two versions)	Unsupported	Unsupported
Apple Safari (Current and previous two versions)	Unsupported	Unsupported

You will need a computer that has:

- Microsoft Windows 10 or Mac OS X 10.10.
- Available browser updates applied for improved security that provide anti-virus and spyware protection.
- An internet connection with a minimum of 1 Mbps download speed.
- A printer connected to your computer to print disclosures/notices to save the information.
- **Satellite connections often have difficulty supporting Hypertext Transfer Protocol Secure (HTTPS) applications. Since our online banking provider is HTTPS-encrypted for the safety of your financial information, some satellite cable connections may exhibit slow responses. We do not provide ISP services. You must have your own Internet service provider.**
- We may amend (add to, delete, or change) these terms by providing you with advance notice. If after you've consented to these terms we make a material change to our hardware or software requirements, we will send you a statement of these revised standards, and you will be required to provide a new consent. If you are unable to meet these new requirements you have the right to withdraw from the Service without penalty or imposition of any fees. To withdraw your consent at any time, please contact us at the address or phone number above.

19. Accessing Your Statements

Your month-end Account Statement will be mailed and made available to you Online. Once you enroll in the Service, you and all other Account users will have access to your Statements within the Service. You agree to review statements and notices, and promptly notify us of any errors, unauthorized activity or other problems.

All Statements are in a format that can be printed or saved to your computer for your future reference.

If you close an Account or cease to be Service customer, you will no longer be able to view your Account online using the Services provided pursuant to this Agreement, and future statements for your open Account(s) will revert back to paper statements via U.S. mail or as otherwise in accordance with the Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure.

You may request that a copy of your current or a previous statement be mailed to you at your address. We may impose a fee for paper copies, as stated in our current Schedule of Fees.