



MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your designated eligible accounts from your home or other remote locations by scanning the original paper checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. To apply for Mobile Deposit, you must first apply for and login to the Bank's Mobile Banking service.

Your use of the Bank's Mobile Deposit service is governed by the terms and conditions of our Online Banking Agreement and this Agreement. Your enrollment in the Mobile Deposit service constitutes your agreement with the terms and conditions of the Online Banking Agreement and this Agreement. Terms used herein but not defined shall have the meaning assigned to them in the Online Banking Agreement.

Limits. Mobile Deposits are limited in amount to \$5,000 per day, with a rolling 7-day limit of \$10,000 and a rolling 30-day limit of \$25,000. Limits are established and changed from time to time depending on customer profile and various risk factors, and at our sole discretion the Bank may raise or lower these limits without prior notice to you

Eligible items. You agree that you will only use Mobile Deposit to deposit original checks that are payable to and properly endorsed by the account holder(s) payable in U.S. dollars and drawn on a U.S. financial institution, including personal, business, and government checks.

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- International checks, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), and cash are not eligible for Mobile Deposit.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the original check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and "FOR MOBILE DEPOSIT". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to you and a joint account holder must be endorsed by both payees.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under the terms of the Bank’s Deposit Agreement, which governs your deposit account relationship with us. When we receive an image, you can request a confirmation email. Confirmation of receipt by us does not mean that the image was received error free. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original Checks. After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you agree to deliver to us within 5 days, at your expense, the requested original check in your possession. If you fail to deliver the requested original check to us in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

Check Safekeeping Guidelines. Mobile Deposit users are required to retain the original checks in a secure place. We also recommend you write on the front of the check: “Mobile deposit on DATE” (where DATE is the full date you deposited the check by Mobile Deposit).

Check Retention Guidelines. Mobile Deposit users are required to retain the original paper items, for fourteen (14) calendar days, after they have been transmitted to the Bank (“Retention Period”). This provides sufficient time for research in case there is an issue with the image quality or if the original item is required for any other reason. During this time, the paper items should be stored in a secure place (refer to the Check Safekeeping Guidelines, above). After the retention period, the original paper items should be destroyed to ensure they are not accidentally deposited again (refer to the Check Destruction Guidelines, below).

Check Destruction Guidelines. Mobile Deposit users are required to securely and irretrievably destroy the original paper items, after the retention period (refer to the Check Retention Guidelines, above). A cross-cut or diamond shredder will assist in complete destruction of check information. Do not leave deposited items lying around, do not put deposited items in trash or recycle containers, unless they have been shredded first.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Deposits made by Mobile Deposit will be provisionally credited to your eligible account. You agree that if an original check deposited through Mobile Deposit is subsequently dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, that we may charge back the amount of the original check to your account and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You agree to reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to redeposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. This Agreement shall be governed by the laws of the State of California.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Funds Availability. For purposes of funds availability, Mobile Deposits are made at East West Bank's Corporate Headquarters in Pasadena, California.

Funds deposited using Mobile Deposit are available on the next business day after the day of your deposit, unless a hold is applied.

Deposit Day / Cut-Off Time	Funds are generally available
Business Day, before 9:00 p.m. PST	Next Business Day after day of Deposit
Business Day, on or after 9:00 p.m. PST	2 nd Business Day after day of Deposit
Non-Business	2 nd Business Day after day of Deposit

Funds are available on the next business day after the day of your deposit, unless a hold is applied. If a deposit is held (or a hold is applied), funds are posted to your account but are not immediately available to cover debits or withdrawals. Common reasons include:

- Large deposit amount
- Frequent overdrafts
- Deposited check returned unpaid
- Indications a deposited check may not be paid

Please refer to the "Holds for Uncollected Funds/Delayed Funds Availability" section of the Bank's Deposit Agreement for additional details.

Business Days. Our business days are Monday through Friday, except for federal banking holidays.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1.888.895.5650 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. Any User of the Mobile Deposit Service must be at least 18 years of age. We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by East West Bank in the course of such audit.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Ensenta Corporation, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT

LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your circumstances or in any of the information provided in your Application for any Online and Mobile Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Fees. Mobile Deposit service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Mobile Deposit service. If you continue to use the Mobile Deposit service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, and as may be amended from time to time. Further, you will be required to designate an account at East West Bank from which fees for the Mobile Deposit service will be debited (your "Billing Account").

In Case of Errors or Questions. In case of questions or errors about Mobile Deposit, you should contact Online Banking Support at 1.888.895.5650 or click on "Customer Services" and select the "General Inquiries Secure E-mail" option.