



Bank of Hawaii

BUSINESS DEPOSIT ACCOUNT AGREEMENT

Please Read and Save

TABLE OF CONTENTS

A. EXPLANATION OF SOME COMMONLY USED TERMS

B. GENERAL ACCOUNT INFORMATION

1. The Agreement for Your Account
2. Other Services and Agreements
3. Business Purpose Only
4. Changes to This Agreement
5. Fees
6. Closing Your Account
7. Rules Governing Your Account
8. Restricting Your Account or Transactions
9. How to Contact Us
10. Deposit Insurance

C. INFORMATION ABOUT YOU AND YOUR ACCOUNT

1. Information You Give Us
2. Identification
3. Third Party Reporting and Other Inquiries
4. Communications
5. Your Responsibility to Protect Your Checks, Cards, and Account Information
6. Use of a Digital Signature

D. ACCOUNT OWNERSHIP

1. Some General Terms
2. Authorized Persons
3. Multiple-Signature Limitation
4. Appointment of Agent(s) for Sole Proprietor Accounts Only
5. Power of Attorney
6. Death or Incompetence of Account Owner (Sole Proprietorship)/Authorized Person or Termination of Business

E. CHECKING AND SAVINGS ACCOUNTS

1. Interest
2. Verification of Transactions and Our Right to Reverse or Adjust Transactions
3. Posting Order
4. Checks and Deposit Slips

F. STATEMENTS, NOTICES AND CHECKS

1. Account Statements
2. Changes in Legal Name and/or Contact Information
3. Unauthorized Transactions
4. Check Safekeeping / Image Enclosures
5. Notifications

G. DEPOSITS, CREDITS OR PAYMENTS INTO YOUR ACCOUNT

1. Manner of Deposit
2. Accepting Deposits
3. Check Processing Cutoff Hour
4. Endorsing Your Check
5. Our Right to Refuse Deposits
6. Electronic Deposits to Your Account
7. Deposits of Foreign Checks

8. Depositing Remotely Created Checks
9. Our Responsibility for Collecting Checks

H. FUNDS AVAILABILITY

1. Your Ability to Withdraw Funds
2. Longer Delays May Apply
3. Special Rules for New Accounts
4. Special Rules for Palau Branch and Accounts
5. ATM Deposits and Transfers

I. CHECKS, WITHDRAWALS, TRANSFERS OR PAYMENTS OUT OF YOUR ACCOUNT

1. Withdrawals from Your Account; Notice About Electronic Check Conversion
2. Electronic Presentment/Posting
3. Conditional, Stale and Post-Dated Checks
4. Facsimile Signatures
5. Check and Signature Verification
6. Stop Payment Orders
7. Limits on Savings Account Withdrawals and Transfers
8. Our Right to Require Advance Notice of Withdrawals
9. Cashing Checks for Others
10. Paying Remotely Created Checks and Other Electronic Means

J. SUBSTITUTE CHECKS AND YOUR RIGHTS

K. OVERDRAFTS AND OVERDRAFT PROTECTION PLANS

1. Overdrafts
2. Overdrafts and Available Balance
3. Standard Overdraft Practices
4. Overdraft and Returned Item Fees
5. Your Responsibility to Repay Overdrafts

L. TIME DEPOSIT ACCOUNTS (TDA)

1. Automatic Renewal
2. Interest
3. Early Withdrawals

M. OTHER LEGAL PROVISIONS

1. Our Relationship
2. Disputes and Conflicting Demands
3. Setoff and Security Interest
4. Waivers
5. Legal Process
6. Attorney Fees
7. Limitation on Time to Sue
8. Location of Legal Proceedings
9. Arbitration Agreement with Jury and Class Action Waiver
10. Jury Trial Waiver
11. Transfers or Assignments of Agreement
12. Severability
13. Compliance
14. Inactive and Abandoned Accounts
15. Indemnification
16. Withholding of Income Tax

A. EXPLANATION OF SOME COMMONLY USED TERMS

These are the meanings of some of the commonly used capitalized terms we use in this agreement:

“Account” means any business deposit Account, such as a checking, savings or time deposit Account, you have with us that is covered by this agreement and that is held or maintained primarily for business purposes.

“Account to Account Transfer” is a transfer of funds between Accounts owned by the same business, such as from your checking Account to your savings Account, initiated through online banking, mobile banking, or an ATM.

“ACH Transaction” is an electronic deposit to, or withdrawal from, your Account that we receive or send through the Automated Clearing House (“ACH”) network. Common examples include a Direct Deposit of payroll or an electronic bill payment.

“ATM” (Automated Teller Machine) is an electronic device that provides some of the same services as a teller, depending on the type of ATM. This can include dispensing cash, accepting deposits, making Account to Account Transfers, and providing balance inquiries.

“Available Balance” is your Account’s balance at the start of each Business Day plus the full amount of all credits, less that day’s transactions, less all Holds. **Please note:** Your Available Balance is used to determine when your Account is overdrawn. Your Available Balance will typically be lower than Current Balance, so please pay attention to the description of Holds in this agreement, which will reduce your Available Balance compared to the Current Balance.

“Business BankCard” is a card offered to checking and savings Account owners/authorized persons that allows Account access at Bank of Hawaii ATMs to make any or all of the following: withdrawals, deposits, transfers and obtain Account information. The card can also be used to withdraw cash and obtain Account information at non-Bank of Hawaii ATMs that have Bank of Hawaii network relationships. Business BankCards linked to a checking Account may also be used to make PIN purchases at merchant locations with Bank of Hawaii network relationships.

“Business Day” is every day except Saturdays, Sundays and U.S. Federal holidays. Infrequently, some branches may not be open or may close early or late on a Business Day due to an emergency or unforeseen circumstances. Although some BOH branches may be regularly open to the public on Saturdays or Sundays, these days are not considered “Business Days” for the purposes of this agreement.

Some products and/or services have cutoff times defined in order for that transaction to be Posted on that Business Day. Transactions conducted after the established cutoff time will be Posted the next Business Day.

“Check (-s)” refers to a written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. When you write a Check, it is processed through the Federal Reserve System. We receive data files of negotiated Checks from the Federal Reserve each Business Day. If a Check is sent or returned as an electronic image or as a substitute Check, it is still considered a Check.

“Collected Balance” is your Account’s balance at the start of each Business Day less amounts from deposited Checks or similar Items for which we are in the process of collecting, but have not yet been collected, from the other financial institution.

“Current Balance” is your Account’s balance at the start of each Business Day plus the full amount of all credits, less that day’s transactions (excluding Debit Card Transaction Authorization Holds).

“Debit Card” is a card that is used to debit a checking or savings Account, and that allows the holder to use it at merchants and locations participating in an electronic payment network. Debit Cards are also used to access an ATM in order to make a deposit, transfer funds between related Accounts, withdraw cash, and obtain Account information, where available.

“Debit Card Transaction Authorization Hold” is a reduction in the Available Balance in your Account when a merchant seeks and we provide authorization for a Debit Card payment transaction. **Please note:** The amount of a Debit Card Transaction

Authorization Hold may be higher or lower than the actual amount paid from your Account because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a Debit Card Transaction Authorization Hold may be placed in the amount of the bill presented to you, but when the transaction Posts, it may be higher to include any tip that you added to the bill.

See the subsection titled **“Debit Card Transaction Authorization Holds”** in the section titled **“BANK OF HAWAII VISA® DEBIT CARD FOR BUSINESS”** in the agreement titled **“Bank of Hawaii Business Electronic Banking Services Agreement.”**

“Debit Card Transaction” is any one-time purchase or recurring bill payment using your Debit Card or Business BankCard to charge your Account.

“Direct Deposit” is an electronic deposit made through the ACH network to your Account by someone else.

“Electronic Fund Transfer” or “EFT” is any transfer of funds initiated through an electronic terminal, telephone, computer (including online banking), mobile banking or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your Account. EFTs include, but are not limited to, Debit Card Transactions, ATM Transactions, Direct Deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from Debit Card Transactions, whether or not initiated through an electronic terminal and which are not governed by a separate agreement with us.

“Hold” refers to a reduction in your Available Balance because of delayed availability for deposited funds, Debit Card Transaction Authorization Holds, a court order or other reasons.

For more information see the subsection titled **“Debit Card Transaction Authorization Holds”** in the section titled **“BANK OF HAWAII VISA® DEBIT CARD FOR BUSINESS”** in the agreement titled **“Bank of Hawaii Business Electronic Banking Services Agreement.”**

“Item” or “Items” refers to any deposit, Check, ACH, EFT, teller cash withdrawal, ATM withdrawal, Debit Card purchase, fee, charge or other amount that is added to or subtracted from your Account balance.

“Ledger Balance” is your Account’s balance at the start of each Business Day.

This Balance is used to calculate interest for all time deposit Accounts and retirement savings Accounts.

“Post (-s, -ing, -ed)” occurs when a debit or a credit is applied to your Ledger Balance and the transaction is completed. When a Check or other debit such as a Debit Card Transaction or ATM withdrawal is presented for payment against your Account, it Posts during overnight processing along with credits, such as deposits and any other transactions that occurred since the last Posting. Posting occurs on all Business Days.

B. GENERAL ACCOUNT INFORMATION

1. The Agreement for Your Account

This document is the basic agreement between you and us (Bank of Hawaii) and contains important information about your deposit relationship with us. Any conflicting terms in a more specific agreement, **“Bank of Hawaii Business Checking and Savings Account Fee Schedule”** (“Fee Schedule”) including any addendums and supplements or addendum for any of our products or services take precedence over this one.

By signing the signature card requesting an Account, maintaining an Account, or using any of our deposit Account services, you and anyone else identified as an Account owner or authorized person agree to the terms of this agreement.

In this agreement, the terms “we,” “us,” “our,” and “BOH” refer to Bank of Hawaii and the terms “you” and “your” refer to the owners and authorized signers of an Account.

See the section titled **“Explanation of Some Commonly Used Terms”** for definitions of other commonly used terms.

Please review this agreement thoroughly and keep it for future reference.

WE DRAW YOUR ATTENTION TO THE SUBSECTION TITLED "MULTIPLE-SIGNATURE LIMITATION" IN THE SECTION TITLED, "ACCOUNT OWNERSHIP," THE JURY TRIAL WAIVER PROVISION BELOW, AND THE SUBSECTIONS TITLED "ARBITRATION AGREEMENT WITH JURY AND CLASS ACTION WAIVER" AND "JURY TRIAL WAIVER" BOTH OF WHICH ARE IN THE SECTION TITLED "OTHER LEGAL PROVISIONS." PLEASE READ THIS ARBITRATION AGREEMENT WITH JURY AND CLASS ACTION WAIVER (HEREAFTER, "PROVISION") CAREFULLY. IT AMENDS OUR PRIOR AGREEMENTS AND IT COVERS ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR DEPOSIT ACCOUNT, REGARDLESS OF WHEN THEY AROSE. IF YOU DO NOT WANT TO BE SUBJECT TO THE PROVISION, YOU MAY OPT OUT AS PROVIDED THEREIN.

JURY TRIAL WAIVER: YOU AND WE AGREE, AT THE ELECTION OF EITHER PARTY, TO ARBITRATE ANY AND ALL DISPUTES IN BINDING ARBITRATION INSTEAD OF COURT. ANY ARBITRATION WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, MASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU AND WE WAIVE ANY RIGHT TO HAVE OUR CASE DECIDED BY A JURY AND WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS, MASS OR CONSOLIDATED CLAIM AGAINST EACH OTHER IN ANY FORUM.

2. Other Services and Agreements

We offer a variety of banking services that you can use with your Accounts. Those services are governed by separate agreements that are provided to you when you sign up for the service.

In the event of a conflict between those specific agreements and this Agreement, the agreement for the specific service will take precedence over this one. Fees for services are disclosed in the Fee Schedule or any other agreement applicable to that service.

You agree to be bound by all Federal Reserve and funds transfer system rules and regulations, including the Operating Rules of the National Automated Clearinghouse Association that apply to ACH Transactions.

3. Business Purpose Only

You agree that your Account will be used only for business purposes, rather than for personal, family or household purposes.

4. Changes to This Agreement

We may change this agreement at any time. We may add, delete, or amend terms and conditions, including, but not limited to, fees described in this Agreement or any applicable Fee Schedule at any time. We may notify you of a change by mailing or delivering a written notice, statement message or amended agreement to any of you at the last physical or email address on file for you, your Account or the service in question. Unless otherwise required by law, we may amend this Agreement without notice.

We do not have to notify you, however, of any changes that are beneficial to you (e.g. a reduction or waiver of any fees or the addition of services) or if the change is necessary for security reasons. By maintaining your Account with Bank of Hawaii after the effective date of any amendment, change or addition to this agreement, you are agreeing to that amendment, change or addition.

We may substitute similar services or discontinue currently offered services for certain Accounts by giving you notice.

5. Fees

You agree to pay all fees that apply to your Account as shown in the Fee Schedule or Bank of Hawaii Fee Schedule Supplement for Analyzed Accounts. Each Account owner/authorized person is jointly and severally liable for all fees that apply to the Account, regardless of whether the owner initiated or benefited from the action that incurred the fee. We may automatically subtract these fees from your Account, even if the fee makes your Account overdrawn. If we waive a fee as a courtesy to you, it does not obligate us to do so in the future.

6. Closing Your Account

We may close your Account at any time with or without a reason and without prior notice. You may request to close your Account in person at any of our branches or by sending assigned letter of

instruction to the attention of Deposit Maintenance Center #118 at the general mailing address. For questions, call our Customer Service Center using the applicable telephone number listed in the subsection titled "How to Contact Us" in this section.

We do not need to close your Account at your request if the Account is overdrawn or is subject to a legal process (such as garnishment or similar order). We retain sole discretion to honor or dishonor Checks or other transactions. If your Account is overdrawn at closing, you also agree to pay all costs and expenses in collecting any overdraft, even after it is charged off.

Accounts closed within 180 days are subject to an Early Closing Fee as provided in the Fee Schedule.

If your Account is not overdrawn at closing, after deducting fees, claims, setoffs or other amounts, we may send a Check for the remaining funds to the mailing address we have on file for the Account or deliver the remaining funds to you by other means.

If you request and we allow you to delay the closing of your Account in order to pay outstanding Checks totaling a designated dollar amount ("Pending Close Status"), you agree that if your Account is an interest-bearing Account, that interest will no longer accrue from and after the date you notify us of your intent to close your Account and request Pending Close Status.

We may close your Account if the Available and Current Balances are zero for 30 consecutive calendar days. You will receive a final statement indicating that your Account is closed. We may also close your Account, for example, if you breach any agreement with us, or if we have reason to suspect fraudulent activity on your Account.

7. Rules Governing Your Account

Your Account and any services you request or enroll for will be governed by this agreement, Federal law and/or the laws of the jurisdiction in which your Account is domiciled (where your Account is located): State of Hawaii, Guam, Saipan or Palau. You further agree that we may act in accordance with these laws except as otherwise required by law.

Transactions in your Account are also subject to clearinghouse rules; Federal Reserve and correspondent bank rules and requirements; and other applicable rules and regulations. You agree to act in accordance with those rules and we do not need to notify you of changes in those rules, unless required by law.

We will not be liable for refusing to follow your instructions as long as we reasonably believe that your instructions would expose us to potential loss, civil or criminal liability, or conflict with customary banking practices.

We will not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, our liability, if any, will be limited to the face amount of the Item.

8. Restricting Your Account or Transactions

We may restrict, temporarily suspend, decline or prevent any or all transactions on your Account at any time, for any reason, without notice to you. Moreover, we may refuse, freeze, reverse, block or delay any specific withdrawal, payment, or transfer of funds to or from your Account in one (1) or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you say you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole discretion with any federal, state or local law, rule or regulation, or with our policies or procedures adopted to assure that we comply with those laws, rules or regulations; or

- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We will have no liability for any action we take or do not take under this section.

9. How to Contact Us

If you have any questions, please go to our website at www.boh.com, write to us at **Bank of Hawaii, P.O. Box 2900, Honolulu, HI 96846**, call our Customer Service Center at the numbers listed below, or visit us at your local branch.

Customer Service Center:

- In Hawaii
808-643-3888
- In the U.S. Mainland and Canada
1-888-643-3888
(long distance charges may apply)
- In Guam and Saipan
1-877-553-2424
- In Palau
680-488-3338
- TTY/TDD
1-888-643-9888

10. Deposit Insurance

Your deposit 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, or visit its website at www.fdic.gov.

NOTE: If you have a Business Cash Advantage Account, your Money Market Mutual Fund Account and the Money Market Mutual Fund in which it is invested are not deposits or obligations of, or guaranteed by the Bank of Hawaii or any of its affiliates; are not insured by the FDIC, the U.S. Government or any Federal Government Agency; and may lose value, including possible loss of the principal amount invested.

C. INFORMATION ABOUT YOU AND YOUR ACCOUNT

1. Information You Give Us

When you open an Account with us, you give us your information and confirm that it is correct. We enter that information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

When you give us your email address or mobile phone number, you allow us to contact you there about all of your Bank of Hawaii Accounts. Your consent allows us, or companies working on our behalf, to use text messaging, voice messaging, artificial or prerecorded messages, and automatic dialing technology for informational and Account servicing calls. Such messages would typically include statement availability messages, fraud alerts or other security-related concerns.

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

2. Identification

Important information about procedures for opening a new Account:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your legal name, address, date of birth, and your Tax Identification Number (TIN), or other information that will allow us to identify you. We may also ask to see your unexpired government-issued photo identification or other identifying documents. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity.

When you provide a mobile phone number to us, you authorize

your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile phone number, name, address, email, network status, customer type, customer role, billing type, Account activation date, and device make and model, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided to Bank of Hawaii with your mobile operator Account profile information. Bank of Hawaii will only use and store this disclosed data for fraud prevention and Account servicing purposes.

We may also require you or any person associated with you or your Account to provide us with information, documentation, or identification (including a fingerprint) before conducting any transaction. We may restrict or close your Account if we are unable to obtain the requested information.

3. Third Party Reporting and Other Inquiries

We may use a third party service to verify and obtain information regarding your previous banking relationships without your prior approval. We may also report the status, history or closure of your Account to a business or consumer reporting agency or other third party service.

If we close your Account due to fraud or Account abuse, we may report to business or consumer reporting agencies, such as ChexSystems, Inc., your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason we closed the Account. The reporting agency may supply this information to others. This may adversely affect your ability to establish an Account at any financial institution after the Account is closed.

4. Communications

We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your communication 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.

For quality control or confirmation purposes, you consent to the monitoring and/or recording of your telephone conversations or computer sessions with us. While we generally advise you of such recordings in advance, you acknowledge and agree that we may monitor and record communications at any time without further notice to you or other parties to such communications concerning your Account or transactions.

5. Your Responsibility to Protect Your Checks, Cards, and Account Information

You must protect your Checks, cards, and other Account information from theft and unauthorized use. You agree to safeguard your Checks, and to take reasonable steps to prevent their unauthorized use. You should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If you become aware that any Checks, statements, cards or other Account information have been lost or stolen, you must let us know immediately. We are not responsible for losses that may result if you fail to notify us of stolen Checks, cards or information in a timely basis.

When you cash or deposit a Check or other Item with us, we act as your agent to collect the Item. The risk of loss of an Item in the process of collection is on you. We may reverse any credit given and any interest earned or accrued for a deposited Item that is lost in transit and we may recover from any Account you maintain with us the funds given to you for a cashed Item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost Item, including but not limited to maintaining a record of the maker of Items delivered to us for deposit and collection. We shall not be liable to you if an Item is lost in the process of collection provided we exercised ordinary care in handling the Item. In no event shall we be liable to you if you cannot identify the maker of the lost Item.

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.

For more information about your rights and obligations in the event of a loss of your Electronic Fund Transfers access devices

(such as your Debit Card or PIN), please see the agreement titled “**Bank of Hawaii Business Electronic Banking Services Agreement.**”

For security reasons, we may require you to close your Account and transfer the funds to a new Account.

6. Use of a Digital Signature

A digital signature may be used to execute certain services related to your deposit Account. Additional documentation and verification requirements may apply. Please call us or visit a branch for further information regarding the use of a digital signature.

D. ACCOUNT OWNERSHIP

1. Some General Terms

The type of Account ownership depends on the type of business entity. We may also pay all or part of the funds in the Account to a court or government agency if we receive a legal process that identifies any Account owner/authorized person.

Any one authorized signer acting alone may take any action on the Account, including closure of the Account without the signature of the other authorized signers. If we believe there to be a dispute between any owners, the business is no longer in existence, or we receive inconsistent instructions from any authorized signers, we may suspend or close your Account, require a court order to act, and/or require that all authorized signers agree in writing to any transaction concerning your Account.

Ownership of your Account is determined by the most recent signature card we have on record.

- *Fiduciary Account:* This type of Account is opened for the benefit of another party and the fiduciary is charged with the duty of acting for the benefit of the other party. If there is more than one (1) fiduciary named, the Account must be opened under the names of all fiduciaries. However, you agree that only one (1) signature will be required for transactions on the Account regardless of what is provided in the governing document.
- *Attorney-Client Trust Accounts:* Attorneys may establish client trust Accounts, as required by law, for the purpose of receiving and disbursing client funds that are nominal in amount or on deposit for a short time. If you want to open an Interest on Lawyers’ Trust Account (IOLTA), you must indicate that on your signature card. Otherwise, we may assume that it is not an IOLTA Account. If your Account is an IOLTA, you agree that this agreement is solely between you and us. Although we will pay the interest credited to your Account to the Hawaii Justice Foundation, it does not have any right, title or interest in your Account, and it may not enforce any rights you may have under this agreement, including but not limited to the payment of interest.

2. Authorized Persons

Your current signature card on record and/or appointment of agent designation identifies who is authorized to make withdrawals, write Checks, transfer funds, stop payments, obtain ancillary services and otherwise give us instructions regarding your Account.

If any authorized person(s) on your Account(s) 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 and we have had reasonable time to act on those instructions. (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan.) In some cases we may require you to close your Account or provide us with stop payment orders in order to prevent transactions from Posting.

We may honor Checks drawn against your Account by authorized persons, 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.

3. Multiple-Signature Limitation

We may act on the instruction of any one (1) authorized person on the Account. **We are not required to comply with any multiple-signature requirement even if you indicate on your Checks or signature card or other Account documents that more than one**

(1) signature is required. Any multiple-signature requirement is for your use only and is not binding on us.

4. Appointment of Agent(s) for Sole Proprietor Accounts Only

Upon request, we may provide you with an appointment of agent form for the purpose of appointing an agent to the Account.

Agents have the authority to:

- sign Checks, orders, and other instruments, even if such transaction creates an overdraft;
- endorse, negotiate, transfer, and stop Checks and other Items, even if such transaction incurs fees on the Account; or
- enter into any agreement with us relating to the Account.

You can revoke your appointment of agent by signing the revocation of agent form and submitting it at any branch location.

5. Power of Attorney

We are not required to investigate the facts relating to any power of attorney provided to us, including whether the attorney-in-fact is properly using her/his authority or whether the attorney-in-fact continues to have authority to act on your behalf. Unless otherwise prohibited by applicable law, we may decline to honor a power of attorney for any reason, or for no reason, at any time.

We will not be liable to you for following or refusing to follow any 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).

6. Death or Incompetence of Account Owner (Sole Proprietor)/ Authorized Person, or Termination of Business

You agree to tell us if any Account owner/authorized person dies, is declared incompetent by a court, or the business no longer exists and provide us with appropriate documentation. We may act as if all Account owners/authorized persons are alive and competent and that the business is in existence until we receive written notice otherwise.

After we receive such notice, we may freeze the Account, refuse to accept transactions, and/or reverse or return deposits.

We are authorized to pay transactions authorized by an Account owner/authorized person prior to that owner’s death.

If we have any question as to the ownership of funds in an Account at the time of any Account owner’s/authorized person’s death or incompetence, or termination of business we may freeze all or part of the Account pending evidence, satisfactory to us, of each person’s right to the funds.

If the Account owner or business owes us a debt at the time of death, or termination of business, we may exercise our right to apply funds in one (1) of the Accounts to the debt associated with another of the Accounts.

E. CHECKING AND SAVINGS ACCOUNTS

1. Interest

a. Interest Rate

When you open an interest-bearing checking or savings Account, we will provide you with a rate sheet that shows the current variable interest rate and corresponding Annual Percentage Yield (APY). The rate sheet is considered a part of this agreement. The APY and interest rates can change without prior notice or limit. Interest on checking and savings Accounts is calculated using your Collected Balance.

Interest on tiered-rate Accounts is determined by the interest tier into which the end-of-day balance falls. Different rates may apply to different tiers. This means that, for each range of Account balances indicated on the interest rate schedule, we will pay the corresponding interest rate and APY on the entire balance in your Account.

The current rate sheet may be found at www.boh.com or you may contact us for a copy.

b. Interest Calculations

We use the daily balance method to calculate the interest on your interest-bearing checking or savings Account on a 365 day basis. This method applies a daily periodic rate to the

Collected Balance in your Account each calendar day and the Annual Percentage Yield assumes daily compounding without withdrawing the interest.

The bonus interest for Business Bonus Rate Savings Accounts is credited monthly based on the average Collected Balance method to calculate interest. This method applies an interest rate to the average Collected Balance in your Account for the month and divides that figure by 365 (or 366 in a leap year), then multiplies that figure by the number of calendar days in that month to arrive at the bonus interest.

Bonus interest is only paid if you meet the bonus interest rate requirements stated in the rate sheet.

c. Payment of Interest

Interest will be credited to your interest bearing checking and savings Accounts at the end of your monthly or quarterly cycle or when your Account is closed. If you or we close your Account, you will be paid regular interest accrued, but not the bonus interest accrued, up to the date of closing.

2. Verification of Transactions and Our Right to Reverse or Adjust Transactions

We may verify and correct any transaction, including those for which a receipt was provided, though we reserve the right not to do so in every case. We may reverse or otherwise adjust any transaction to correct any errors, at any time without prior notice to you, even if the reversal will result in an overdraft of your Account (including any applicable fees).

Credit adjustments to your Account will be processed for any dollar amount. For debit adjustments to your Account, however, we may elect not to debit your Account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is \$1 or less.

If we provide final credit to your Account to resolve an error and a merchant or other third party later provides a credit to address the same error, we may adjust the merchant or other third party credit to offset or Account for the final credit we provided.

3. Posting Order

We may process your Checks and other transactions in any order we choose. We will generally group transactions into categories and then Post transactions, from the lowest dollar amount to the highest dollar amount within each category before moving to the next category. The following is the order we generally Post groups of transactions:

- Deposits and other credits to the Account;
- Withdrawals that are obligated to be paid, for example outgoing wire transfers, Debit Card Transactions we have approved, ATM withdrawals, online and other electronic transfers, branch cash withdrawals, and returned Checks;
- Checks and ACH debit transactions; and
- Bank fees

We reserve the right to use a different order in certain cases and to change our Posting Order at any time.

4. Checks and Deposit Slips

Checks and deposit slip prices vary according to the types of Checks and deposit slips you select. You can obtain information on the current price of Checks and deposit slips by contacting a branch.

You can order Checks and deposit slips through us or through someone other than us. You are responsible for verifying the accuracy of all information shown on your Checks and deposit slips.

If you arrange for the printing of your own Checks or deposit slips, you must follow our printing specification requirements as provided at Account opening. We are not responsible for losses or delays that result from improper printing through someone other than us.

We may refuse to accept for deposit or to pay Checks that we cannot process or image using our normal equipment.

F. STATEMENTS, NOTICES AND CHECKS

1. Account Statements

If we provide you with a statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree not to entrust the writing of Checks and the reconciliation and review of your Account statements and notices to the same person without frequent monitoring. 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. We may deny a claim for monetary loss due to forged, altered or unauthorized Checks if you fail to follow these procedures.

Statements are normally mailed to the last address listed with us for your Account unless you have requested otherwise and/or requested online statements. If you ask us to hold statements and notices for you, we may mail them to you or, to the extent allowed by law, destroy them if they are not picked up by the next statement date. 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 or otherwise made available to you. We may stop sending statements and notices to your last known address if the Post Office notifies us that mail to such address is undeliverable and you have not notified us of a new address. If your paper statement is returned, a Returned Statement Fee will be assessed (see your Fee Schedule). At our discretion, and to the extent allowed by law, 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 applicable mailing address listed in the subsection titled “**How to Contact Us**” in the section titled “**General Account Information**” in this agreement, or by visiting a branch. Notices sent elsewhere may be delayed or may not reach the correct office. You should include your Account number(s) with any correspondence regarding your Account(s).

If you choose to receive statements electronically, we will send a notice to the email address reflected on your Account record, alerting you to the statement’s availability.

2. Changes in Legal Name and/or Contact Information

You agree to notify us immediately in writing of any change in your legal name, address, telephone number, email address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your Account.

We require written notification and valid documentation for any change in your legal name, and may require a new signature card before any change in name or authorized persons becomes effective. We may require you to close your Account and open a new Account if there is a change in ownership or in the form of business.

You may update your Account information by contacting us at the applicable telephone number or mailing address listed in the subsection titled “**How to Contact Us**” in the section titled “**General Account Information**” in this agreement, or by visiting a branch.

We are not responsible for the loss or non-receipt of anything mailed to you at the address shown on our records. If any mailing to you is returned as undeliverable, we may, to the extent allowed by law, destroy the mailing at our discretion.

3. Unauthorized Transactions

If you discover a Check forgery, alteration or other unauthorized transaction involving your Account, you must promptly notify us in writing of the relevant facts at the address in the subsection titled “**How to Contact Us**” in the section titled “**General Account Information**” in this agreement. You agree to maintain a current Account register and to carefully and promptly review all statements and notices we send to you. If you participate in our Check safekeeping service, your statements will be deemed to provide sufficient information about your Checks and other transactions for you to determine whether any are forged, altered or unauthorized if the statements provide you with the Check number, amount and date of payment.

You are in the best position to discover and report any unauthorized

debit to your Account. If you fail to notify us within a reasonable time (not exceeding 21 days) of an unauthorized signature, alteration, forgery, counterfeit Check or other unauthorized debit to your Account, we will not be responsible for subsequent unauthorized non-ACH 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 any such unauthorized transaction within 60 days after your statement, transaction information or the Item is made available to you, you are precluded from asserting the unauthorized transaction against us.

If you fail to notify us within 24 hours of the Posting of an unauthorized ACH debit to your Account, 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 any such unauthorized ACH debit transaction within a reasonable time (not exceeding 14 days) after your statement, transaction information or the Item is made available to you, you are precluded from asserting the unauthorized transaction against us. If you claim a credit or refund because of an 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. 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.

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) 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 attorneys' fees incurred by you, even if we were aware of the possibility of such damages.

If you have a Bank of Hawaii Visa® Debit Card for Business, or Business BankCard, please see your card agreement in connection with your responsibility for unauthorized Automated Teller Machine and point-of-sale transactions. The provisions set forth for consumers on the back of the periodic statements do not apply to business Accounts. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your Account 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.

Different liability rules may apply to certain Electronic Fund Transfers. For more information see the **"e-Bankoh Mobile Banking Services Agreement."**

4. Check SafeKeeping / Image Enclosures

If you elect Check SafeKeeping, we will provide information regarding your Checks on your statement. If you elect our Image Enclosure option, we will provide that same information on your statement and include an enclosure containing images of your Items such as canceled Checks. Please see your Fee Schedule for the Image Enclosure fee. **You will not be assessed this fee during any statement cycle for which you have no Image Enclosure.**

Today, most banks send us Check images instead of your original Checks.

Therefore, your canceled Checks will not be returned to you and we retain the images for seven (7) 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. If we are unable to provide you a legible copy of your Check, our liability will not exceed the face amount of the Check and

we will not be liable for any special or consequential damages. You agree to provide us with reasonable proof of any loss. You agree that by following this procedure, we have made your statements and canceled Checks available to you for purposes of examination to discover unauthorized signatures, alterations or other irregularities.

5. Notifications

You agree that a notice, statement, or other communication sent to any one (1) owner is deemed notice to all Account owners/authorized persons and is effective for all Account owners/authorized persons.

G. DEPOSITS, CREDITS or PAYMENTS INTO YOUR ACCOUNT

1. Manner of Deposit

You may deposit funds to your Account in person at any of our branches. If you have a properly encoded Bank of Hawaii Visa® Debit Card for Business you may make deposits to your Account at a Bank of Hawaii Easy Deposit ATM. You may also deposit funds to your Account by mail addressed to the branch where your Account is maintained. However, currency should not be sent by mail. We are not responsible for deposits made by mail or through a depository which is not staffed by our personnel until we actually receive the deposits. If you have completed a Business Depository Services Agreement, you may make deposits to your Account at the designated Business Depository. If you deposit a Check or other Item at a Bank of Hawaii Easy Deposit ATM, Business Depository, or by mail, you should endorse it "For Deposit Only" followed by the endorsement of all payees and your Account number. Deposits made at a Bank of Hawaii branch located outside the jurisdiction where your Account is domiciled will be credited to your Account when they are received at your branch's processing center.

2. Accepting Deposits

You must correctly identify the Account to which you want funds deposited. We may rely on the Account number on your deposit slip or other instruction to credit an Account, even if that number belongs to a name other than the one you provided. We are not required to detect any inconsistency between a name and the Account number. We may accept Items payable to you for deposit to your Account from any source without doubting the authority of the person making the deposit. We may give cash back to any Account owner, authorized person or designated agent on any Check payable to you, whether or not it is endorsed by you. If you make a deposit or payment that does not include directions how it is to be credited, you allow us to credit any loan or Account that you have with us. In most cases, you may withdraw funds after your deposit unless we have given you other notice. See the section titled **"Funds Availability"** in this agreement for more details. We are not responsible for deposits or other transactions sent by mail until we have received delivery.

For information on deposits made via mobile banking see the agreement titled **"e-Bankoh Mobile Banking Services Agreement."**

For information on deposits made via a Bank of Hawaii ATM, see the agreement titled **"Bank of Hawaii Business Electronic Banking Services Agreement."**

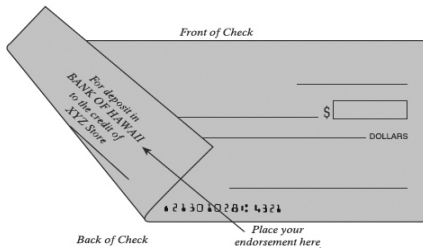
For information on deposits made via Account to Account Transfer, see the agreement titled **"e-Bankoh for Business Agreement."**

3. Check Processing Cutoff Hour

Our processing cutoff hour with respect to any knowledge, notice, stop payment order, or legal process received by us involving a Check is one hour after the opening of the banking day following the banking day on which we receive the Check. The cutoff hour with respect to setoffs exercised by us is the close of the banking day following the banking day we receive a 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 banking day.

4. Endorsing Your Check

An endorsement is a signature, stamp or other mark on the back of a Check that transfers the Check to another person. To ensure that Checks you deposit are processed timely, your endorsement must be in the 1 1/2 inch area on the back of the Check that starts from the right hand side when viewed from the back of the Check:



For Checks deposited at our ATM or by mail, your endorsement should state “For Deposit Only,” followed by the endorsement of all payees and your Account number.

For instructions on how to endorse Checks deposited through mobile banking, see the agreement titled “**e-Bankoh Mobile Banking Services Agreement.**”

Failure to properly endorse the Check or other Item may result in your loss. We may endorse and/or collect Items deposited to your Account without your endorsement, but may require your 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. You agree that we will not be responsible for failing to complete a deposit to your Account if the information you give us with respect to the deposit is incomplete or incorrect. You also agree to indemnify us from any claim and reimburse us for any loss or cost we incur because you fail to endorse a Check or Item exactly as it is drawn.

5. Our Right to Refuse Deposits

We may refuse to accept a deposit or any part of a deposit at any time, even after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may accept a Check on a “collection basis,” which means that we will not credit your Account with the funds until we receive payment from the payor’s financial institution. We will impose a fee in connection with sending and receiving an Item for collection, whether or not the Item is paid. The institution upon which the Item is drawn may also charge a fee in connection with the collection. See the Fee Schedule for fees that may apply to Clean Check Collections services.

6. Electronic Deposits to Your Account

When we receive an electronic deposit to your Account, the credit is provisional pending final settlement. If the sending bank tells us that the electronic deposit was a mistake or was intended for another depositor, we may rely on that notice and deduct the funds from your Account at any time. We provide notice of incoming electronic deposits on your regular periodic statement.

7. Deposits of Foreign Checks

We generally take foreign Checks for deposit only on a “collection basis.” If we accept an Item on a “collection basis,” we will not credit your Account with the funds until we receive payment from the payor’s financial institution. See the Fee Schedule for fees that may apply to Clean Check Collections services.

We will use a foreign currency buying or selling rate that may be different than the rate we use for other types of transactions. You assume the risk of foreign currency rate changes and late returns since foreign banks are not subject to U.S. banking regulations and may not return unpaid Checks timely.

8. Depositing Remotely Created Checks

A remotely created Check is a Check created by or at the direction of the payee that is not signed by the Account owner/authorized person. It states that the Account owner/authorized person authorized the Check. We may refuse to honor such Items without cause or prior notice, even if we have honored similar Items in the past. If you deposit a remotely created Check, you guarantee it was properly authorized by the Account owner/authorized person. If we suffer a loss, cost or expense, we have the right to recover the amount from any Accounts under the same ownership you keep with us.

9. Our Responsibility for Collecting Checks

When you cash or deposit a Check, or send one for collection, we act only on your behalf. Our only duty is to exercise reasonable care. If a Check is lost in the process of collection, you agree to help us locate or replace it.

When you cash or deposit a Check, or send one for collection, you warrant to us that the Check you cash or deposit is not forged, counterfeit, altered, improperly endorsed, or in any other way improper.

If we are told that an Item you cashed or deposited is being returned unpaid, we may try to reprocess the Item, place a Hold on your Account, or charge your Account for the amount whether the return is proper or timely. We will notify you of the returned Item and may assess a fee for each time an Item is returned. Please see our Fee Schedule for more information.

If we are told that any part of a Check in your deposit was forged, altered or incomplete, we may charge the Item back against your Account and assess a Deposited Item Returned Fee for each Item, as described in our Fee Schedule. Alternatively, we may Hold the funds in question while we research the issue without telling you first.

H. FUNDS AVAILABILITY

1. Your Ability to Withdraw Funds

Our general policy is to make funds from your cash and/or Check deposits, incoming wire transfers and electronic Direct Deposits available to you for withdrawal on the Business Day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay Checks or other Items presented for payment and any applicable fees that you have incurred.

If you make a deposit at one of our branches or at our ATMs before the cutoff time on a Business Day that we are open, we will consider that day to be the day of your deposit. For branches, our established cutoff time is when the branch closes for business and may vary by location. Cutoff times are posted at our branches and on our ATMs. If you make a deposit after the cutoff time or on a day that we are not open, we will consider the next Business Day we are open to be the day the deposit was made.

Please note that even though we have made funds from deposited Items available to you, these Items may still be in the process of collection, and may still be returned unpaid, causing the credit for the deposit to be reversed.

2. Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by Check available to you on the Business Day of your deposit. Depending on the type of Check you deposit, funds may not be available for withdrawal until the third Business Day after the day of your deposit. The first \$225 of your deposit may be available no later than the first Business Day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the Business Day of your deposit, 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 first Business 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.

In addition, funds you deposit by Check may be delayed for a longer period under the following circumstances:

- We believe a Check you deposit will not be paid;
- You deposit Checks totaling more than \$5,525 on any one (1) Business Day;
- You redeposit a Check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six (6) months; or
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability 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 eighth Business Day after the day of your deposit.

3. Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 calendar days 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government Checks will be available no later than the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the Checks must be payable to you and deposited in person to one of our employees. The excess over \$5,525 will be available on the fifth 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 \$5,525 will not be available until the second Business Day after the day of your deposit. Funds from all other Check deposits will be available on the eighth Business Day after the day of your deposit.

4. Special Rules for Palau Branch and Accounts

If you make a deposit at the Palau branch, or if you make a deposit to your Palau Account at a non-Palau branch, we may delay your ability to withdraw funds. This includes a deposit to your State of Hawaii, Guam, or Saipan Account at the Palau Branch. Your funds will generally be available no later than the 12th Business Day after the day of deposit.

5. ATM Deposits and Transfers

a. Cash Deposits

If you deposit cash at our Bank of Hawaii Easy Deposit ATM **before** the cutoff time on any Business Day, you will receive access to your full cash deposit immediately. Deposits made on Business Days before the cutoff time will be Posted on that Business Day.

If you deposit cash at our Bank of Hawaii Easy Deposit ATM **after** the cutoff time, you will receive access to your full cash deposit for limited electronic transaction types, including ATM and/or Debit Card Transactions. Deposits made on Business Days after the cutoff time or on non-Business Days will be Posted on the next Business Day.

b. Check Deposits

If you deposit Checks at our Bank of Hawaii Easy Deposit ATM **before** the cutoff time on any Business Day, up to \$225 of the deposited amount may be withdrawn immediately and you will receive access to your full Check deposit after Posting that Business Day.

If you deposit Checks at our Bank of Hawaii Easy Deposit ATM **after** the cutoff time on any Business Day or on a non-Business Day, up to \$225 of the total Check deposits made on any calendar day may be accessed for limited electronic transaction types, including ATM and/or Debit Card Transactions. You will receive access to your full Check deposits after Posting on the next Business Day.

It is our general policy that Check deposits made at our Bank of Hawaii Easy Deposit ATMs will be available as described above, however, all Check deposits are subject to the limitations described in the above subsection titled "**Longer Delays May Apply.**"

c. ATM Deposits Conducted in a Different Time Zone

For deposits made at a Bank of Hawaii Easy Deposit ATM located in a time zone different than the one your Account is domiciled, access to the deposited funds may be delayed due to time zone differences and processing cutoff times.

d. Timing of Deposits and Transfers at Bank of Hawaii ATMs

Cutoff times are posted on Bank of Hawaii ATMs and vary by location.

For more information on ATMs see the section titled "ATMs" in the agreement titled "**Bank of Hawaii Business Electronic Banking Services Agreement.**"

Mobile Deposit Service. For funds availability on deposits made via Mobile Deposit Service, please refer to the **e-Bankoh® Mobile Banking Services Agreement.**

I. CHECKS, WITHDRAWALS, TRANSFERS OR PAYMENTS OUT OF YOUR ACCOUNT

1. Withdrawals from Your Account; Notice About Electronic Check Conversion

If your Account is a checking Account, you may withdraw funds by writing Checks on your Account. There is no limit on the number of Checks you can write, however, depending on the type of Account, there may be fees assessed for the quantity of Checks written. See the Fee Schedule for fees that may apply.

When you provide a Check as payment, you authorize us, to either use information from your Check to make a one-time Electronic Fund Transfer from your Account or to process the payment as a Check transaction.

If your Account is a savings Account or time deposit Account, you may not write Checks on your Account and you authorize us to reject and return such Checks.

2. 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 also may charge your Account or place a Hold on funds at an earlier time if we receive notice that an Item or transaction has been deposited for collection in another institution or is being processed against your Account by a merchant (e.g., at a point-of-sale terminal). Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect your Account's Available Balance and the ability to cover other transactions.

3. Conditional, Stale and Post-Dated Checks

Although we are not obligated to, you agree that we may pay or accept Checks and other Items bearing restrictions or conditions (e.g., "Void after 6 months," "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 condition, you agree that the condition will have no effect on us, and you agree to accept responsibility for payment of the Item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such conditions, whether you are the maker or payee or the funds are otherwise deposited into your Account.

You agree that we may pay or reject a Check which is presented to us for payment more than six months after its 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. We may pay or reject any post-dated Check when it is presented for payment.

4. Facsimile Signatures

We may pay Checks bearing any form of facsimile or computer-generated signatures. If you use a facsimile or computer-generated signature, you will be solely responsible for any Check bearing a similar signature, regardless of the circumstances or whether the signature was the same one you previously used.

5. Check and Signature Verification

It is your duty to review your Account activity and to let us know promptly of unauthorized entries or multiple Postings of the same Item. Check processing is highly automated and we may not look at each Check that is presented to us for payment from your Account. Although we may review Checks visually from time to time, you agree that reasonable commercial standards do not require us to do so. We have no duty to prevent a Check from being

presented more than once, unless a valid stop payment order has been placed on the Check.

If the numeric amount on a Check does not match the amount written out in words, we pay on the amount written out in words.

6. Stop Payment Orders

Any owner or authorized signer on your Account may request us

to stop payment on a Check or transaction. 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 if a stop payment order is incomplete or incorrect. We must receive stop payment orders in a manner that affords us reasonable time to act upon them.

There is a per-Check charge for each stop payment order, as shown in the Fee Schedule. Each stop payment order is valid for 6 months. After that time, if the Check is presented, it may be charged to your Account unless you renew the stop payment order for an additional fee.

We may elect to accept oral stop payment orders for every type of transaction, but are not required to do so. If we accept an oral stop payment order, we may require you to submit or confirm it in writing. Without a stop payment order in writing, our electronic records will be considered proof of the stop payment order details or of its revocation.

You cannot rely on a stop payment request delivered to us through our automated telephone or online banking to be effective in stopping the payment of a Check that was Posted to your Account on the preceding Business Day. You need to call us or visit a branch to confirm if a stop payment can be placed on such Checks.

You may not stop payment on electronic point-of-sale Debit Card transactions, cashier's Checks or Checks or payments guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's Checks 90 days or later following the date of their issuance. You 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.

For more information on stop payments on preauthorized Electronic Fund Transfers see the subsection titled "Stop Payments for Preauthorized Electronic Fund Transfers" in the section titled "ACH Payments, Credits and Transfers" in the agreement titled "Bank of Hawaii Business Electronic Banking Services Agreement."

You agree to indemnify, defend and hold us harmless from all actions, claims and damages related to or arising from our action in stopping payment on any Check or transaction pursuant to your stop payment order.

7. Limits on Savings Account Withdrawals and Transfers

Withdrawals and transfers from your savings Account are limited per month. During any monthly statement period, you may not make more than six (6) withdrawals and/or transfers from your savings Account, including:

- Transfers by online and mobile banking systems or automatic bill payments,
- Transfers by telephone or other electronic transmissions,
- Pre-authorized transfers (including transfers from overdraft protection programs), or similar orders made by you remotely and payable to third parties,
- Transfers by Check, if allowed on your savings Account

These withdrawal and/or transfer transaction limits do not apply to withdrawals or transfers made in person at a branch, at an ATM, by mail or for repaying a loan at Bank of Hawaii. Deposits and incoming transfers to your savings Account are not included or counted in the six (6) withdrawal and/or transfer transaction limit.

If you exceed this transaction limit, we will charge your Account an Excessive Savings Transactions Fee as described in our Fee Schedule.

If you exceed the transaction limit three (3) times during a rolling 12 month time period, we may refuse to honor the excessive withdrawals, remove your transfer privileges, close the Account without prior notice and/or convert it to a different type of Account without such limits. If we close your Account for exceeding the transaction limits, we will send a Check for the remaining funds to the mailing address we have on file for the Account.

8. Our Right to Require Advance Notice of Withdrawals

As required by federal law, we reserve the right to require at least

seven (7) calendar days advance written notice of withdrawal from all savings and interest-bearing checking Accounts.

In addition, we may place reasonable restrictions on when and how you make large cash withdrawals. Typically, this would be due to the availability of cash at a particular branch. We do not have any obligation to provide security and we may require that you sign a document in which you acknowledge the risk of holding large amounts of cash. We may refuse the withdrawal request if you do not agree with these conditions.

9. 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, including cashier's Checks, will be paid.

10. Paying Remotely Created Checks and Other Electronic Means

If you provide your Account number to someone else to charge your Account without your signature by means of a remotely created Check, an ACH Transaction or other electronic means, you allow us to pay such Items. In no case are we required to honor such Items.

J. SUBSTITUTE CHECKS AND YOUR RIGHTS

The Check Clearing for the 21st Century Act, also known as the "Check 21 Act", affects all U.S. banks and is designed to improve the overall efficiency of our nation's payment system.

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 and you can make any claim for a refund as you would with an original Check.

K. OVERDRAFTS AND OVERDRAFT PROTECTION PLANS

1. Overdrafts

If the Available Balance in your checking Account is not sufficient to cover the amount of an Item, (e.g., Check, automatic payment, in-person withdrawal, BankCard or Debit Card purchase, Electronic Fund Transfer, ATM transaction, or other withdrawal) we consider the Item to be a Non-Sufficient Funds Item. We may, at our sole discretion, choose to pay the Item and overdraw your Account (a paid/overdraft Item), or to return the Check or reject the transaction without payment (a returned Item). In both cases, you will be assessed the Non-Sufficient Funds Item Returned/Returned Item Fee or Non-Sufficient Funds Item Paid/Overdraft Item Fee ("NSF Fee"), as described in the Fee Schedule.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We may discontinue permitting overdrafts on your Account at any time without notice to you. 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.

2. Overdrafts and Available Balance

Your Available Balance (and not Current Balance) is used to determine when your Account is overdrawn.

It is very important to understand you may still overdraw your Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your Available Balance may not reflect all of your outstanding Checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been Posted to your Account. For example, an outstanding Check will not be reflected in your Available Balance until it is presented to us and Posted to your Account.

3. Standard Overdraft Practices

We have standard overdraft practices that come with your Account. If your Available Balance is not enough to cover an Item and an overdraft occurs, we may, at our discretion, authorize and

pay an overdraft caused by Checks, ACH or other transactions made using your checking Account number and automatic bill payments.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. NSF Fees apply whether the Item(s) is paid or returned.

Overdraft Protection from Savings service is available for non-analyzed Accounts that do not have a Bankoh CreditFlex plan. Please see the Fee Schedule for applicable fees.

4. Overdraft and Returned Item Fees

A NSF Fee will be charged when an Item that exceeds your Available Balance is paid or returned. You may be charged more than one (1) NSF Fee if multiple Items cause your Account to be overdrawn or if multiple Items are returned.

Important: You will not be charged more than three (3) NSF Fees in any one (1) Business Day. You will not be charged an NSF Fee on any Business Day that your end of day Available Balance is or would have been overdrawn by \$4.99 or less. In addition, no NSF Fee will be charged if the Item causing or increasing the overdrawn amount is \$2.49 or less.

5. Your Responsibility to Repay Overdrafts

Each Account owner/authorized person is jointly and severally responsible for paying any overdrafts created by any Account owner, authorized person or agent, whether or not such owner participates in the transaction or benefits from its proceeds.

You agree that subsequent deposits and other credits to the Account may be used to repay an overdraft, regardless of the source of the deposit. You also agree to pay all costs and expenses in collecting any overdraft, even after it is charged off.

L. TIME DEPOSIT ACCOUNTS (TDA)

1. Automatic Renewal

A time deposit Account, also referred to as a Certificate of Deposit, is a deposit Account with us for a specified period of time to maturity. Time deposits are set to automatically renew on the maturity date for the same term at the interest rate then in effect for Accounts of the same type, amount and term.

Any special rates will not apply to automatically renewing TDAs.

You have the option of closing your Account without an early withdrawal penalty during the grace period after maturity. For TDAs with terms of 31 calendar days or less, the grace period is one (1) Business Day. For TDAs with terms of 32 calendar days or more, the grace period is ten (10) calendar days.

2. Interest

We use the daily balance method to calculate the interest on the Ledger Balance of your TDA. Interest is calculated on a 365 day basis and begins to accrue on the Business Day you deposit the funds.

For maturities of less than one (1) year, interest is not compounded and will be paid to you at maturity. For maturities of one (1) year or more, you may choose to have the interest added to the principal or paid to you at least annually. Interest will be reported to the IRS each calendar year.

3. Early Withdrawals

- a. You do not have a right to make early or partial withdrawals from, or additional deposits to, an existing TDA. If we permit an early withdrawal from a TDA, we may impose the following penalty: For deposits with a term of seven (7) to 31 calendar days, an amount equal to the greatest of:
 - (1) the interest accrued on the amount withdrawn from the date of deposit or most recent withdrawal;
 - (2) the interest that would have accrued on the amount withdrawn for one-half of the term of your Account; or
 - (3) an amount equal to seven (7) calendar days interest on the amount withdrawn, if within six (6) calendar days of opening deposit.

- b. For deposits with a term of 32 calendar days up to and including one (1) year, an amount equal to 60 calendar days of interest on the amount withdrawn.
- c. For deposits with a term of more than one (1) year, but less than four (4) years, an amount equal to 240 calendar days of interest on the amount withdrawn.
- d. For deposits with a term of four (4) years or more, an amount equal to 330 calendar days of interest on the amount withdrawn.

If the penalty exceeds the amount of accrued interest at the time of withdrawal, we may deduct the difference from the principal. We will not impose a penalty if a withdrawal is made following the death or court-declared incompetence of any owner.

M. OTHER LEGAL PROVISIONS

1. Our Relationship

Our relationship with you is that of debtor and creditor; we do not have a fiduciary, quasi-fiduciary or other special relationship with you. We owe you a duty of ordinary care. Any policies, procedures, practices or processes 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.

2. Disputes and Conflicting Demands

If conflicting demands over the ownership or control of an Account arise or we are unable to determine any person's continuing authority to give instructions, we may, at our sole discretion: (1) freeze the Account (less amounts due us) and withhold payment from all or any of you until we receive written proof (in form and substance satisfactory to us) of your right and authority over the Account and its funds; (2) require the signatures of all of you 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; (3) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the Account; and/or (4) continue to honor Checks and other instructions given to us by the individuals who appear as authorized signers according to our records. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result of a dispute or uncertainty over the ownership or control of your Account. We may return Checks and other Items, in the event there is a dispute or uncertainty over an Account's ownership or control.

3. Setoff and Security Interest

We may set off funds in any and all of your Accounts with the same ownership for any direct, indirect and/or acquired obligations that any owner owes us, to the fullest extent permitted by law and regardless of the source of the funds in the Accounts.

If you owe a debt to us, you grant us a security interest in your Account(s) and the right to setoff funds in your Account(s) with the same ownership to the fullest extent allowed by law regardless of the source of funds in your Account(s). This includes any federal or state benefit payments that are directly deposited into your Account(s). This right does not apply to Individual Retirement Account (IRA) Plans, Simplified Employee Pension (SEP) retirement Accounts or Keogh retirement Accounts.

If any federal or state benefits or other credits are deposited into your Account and the payor requires us to return the funds, we may setoff against any and all of your Account(s) with the same ownership to recover the funds.

4. Waivers

We may delay or waive the enforcement of any of our rights under this agreement without losing that right or any other right. Any delay or failure by us to exercise our rights under this agreement shall not be deemed a waiver of those rights. We may still enforce any or all of our rights in the future. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.

5. Legal Process

If we receive any legal process relating to your Account, you agree to allow us to comply with it. A legal process is any document

that appears to have the force of law that requires us to Hold or to pay out funds from your Account or to provide information about your Account, such as a garnishment, attachment, tax levy, execution, restraining order, subpoena, warrant or similar order. We may charge you a fee less any amounts we are reimbursed by the person issuing the subpoena before we deliver our response. We will not pay interest on funds set aside in response to a legal process.

You agree to be responsible for all actions, claims, liabilities, losses, costs, attorney fees and damages from our compliance with any legal process. We may charge you expenses we incur in complying with any order to your Account as allowed by law.

You agree to indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs, attorneys' fees and damages associated with our compliance with any process that we believe to be valid and may refuse to pay out any money until the dispute is resolved. Accounts opened with trust or fiduciary designations 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.

We will not pay interest on any funds we Hold or set aside in response to legal process.

6. Attorney Fees

You agree to pay us back for any costs and expenses we incur, including our reasonable attorney fees, if you do not meet or comply with any term under this agreement. If we begin a lawsuit against you to collect any money owed to us, or if we become involved in any legal action or proceeding started by a third party related to your Account, you agree to allow us to charge your Account for those amounts without prior notice to you. We may also collect interest at the maximum rate allowed by law.

7. Limitation on Time to Sue

You and we agree to file any lawsuit or arbitration proceeding against the other regarding your Account or Account-related service within the statute of limitations applicable to your claim, or if no statute of limitations exists, within one (1) year after the cause of action occurred.

8. Location of Legal Proceedings

If you or we file any lawsuit or other legal proceeding connected in any way with your Account or services, you or we agree to do so in the jurisdiction in which your Account is domiciled.

9. Arbitration Agreement with Jury and Class Action Waiver

THIS ARBITRATION AGREEMENT WITH JURY AND CLASS ACTION WAIVER ("PROVISION") REFLECTS YOUR AND OUR AGREEMENT TO HAVE ALL DISPUTES BETWEEN US RESOLVED BY BINDING ARBITRATION INSTEAD OF IN COURT.

PLEASE READ THIS PROVISION CAREFULLY.

THIS PROVISION AMENDS OUR PRIOR AGREEMENTS AND IT COVERS ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR BUSINESS DEPOSIT ACCOUNT, REGARDLESS OF WHEN OR HOW THEY AROSE. IF YOU DO NOT WANT TO BE SUBJECT TO THIS PROVISION, YOU MAY OPT OUT AS STATED BELOW.

YOU AND WE AGREE, AT THE ELECTION OF EITHER PARTY, TO ARBITRATE ANY AND ALL DISPUTES IN BINDING ARBITRATION INSTEAD OF IN COURT. ANY ARBITRATION WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, MASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU AND WE WAIVE ANY RIGHT TO HAVE OUR CASE DECIDED BY A JURY AND WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS, MASS OR CONSOLIDATED CLAIM AGAINST EACH OTHER IN ANY FORUM.

For purposes of this Provision, claims by you and us also include claims by or against your or our respective subsidiaries, affiliates, agents, and other persons closely related to your employees, attorneys, predecessors, successors and assigns as well as claims brought by or against those with authorized access to your Account, including but not limited to trustees, beneficiaries, and family members.

By entering into this Provision you and we agree that we operate

in interstate commerce and that our arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").

What disputes are subject to arbitration? You or we may elect to have any claim or dispute between us arising out of or relating in any way to your deposit Account or any of the products or services we provide to you in connection with your Account resolved in an arbitration, including whether or not a claim or dispute is arbitrable. You and we agree that the arbitrator(s) will decide all issues related to resolving the dispute, including as to the enforceability and scope of this Provision, except that the enforceability of our agreement to waive any right to bring or participate in a class, mass or consolidated claim against each other shall be determined by the Court in which the class, mass or consolidated claim is pending.

If our agreement to waive any right to bring or participate in a class, mass or consolidated claim against each other in any forum is determined to be unenforceable, then this entire Provision shall be deemed inapplicable. If any other portion of this Provision is determined to be unenforceable, the remaining portions shall be unaffected by that determination.

What disputes are not subject to arbitration? Nothing in this Provision limits your right to express concerns to, or seek help from, any governmental agency other than a court. Further, two types of dispute are not subject to arbitration: (i) neither you nor we may arbitrate claims on a class, mass or consolidated basis, and (ii) you may file and pursue any individual dispute in the small claims court closest to where your Account is domiciled by us. You and we retain the right to exercise self-help remedies, including setoff rights, and to seek in court provisional remedies such as injunctive relief, attachment, or garnishment, but only on an individual basis, and subject to a final determination at your or our election of the dispute by the arbitrator; neither you nor we waive the right to elect arbitration of a dispute by exercising self-help remedies, filing suit or seeking or obtaining provisional remedies from a court.

Who will administer the arbitration? You and we agree that all arbitrations will be administered by Dispute Prevention & Resolution, Inc. ("DPR") under its then-applicable rules. If DPR is unable or unwilling to administer the proceedings, then it may be administered by another qualified organization we jointly select or by an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the FAA.

Who pays for arbitration? Arbitration fees will be allocated by the arbitrator(s) according to the then-applicable DPR rules but we will consider in good faith any written request your attorney makes to our attorney that we reimburse you for fees allocated to you by the arbitrator. You and we agree, however, that we will each pay our own attorneys' fees, expert fees, and witness fees.

Where will the arbitration be conducted? The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced.

Who will be the arbitrator? A single arbitrator will be chosen for any dispute that is alleged to involve amounts (including any claim for attorneys' fees, expert fees, costs and expenses) equal to or less than \$200,000. In that case, the arbitrator will only have the authority to award up to \$200,000 including all damages, fees, costs and expenses of every kind. A dispute involving total claims exceeding \$200,000 will be decided by a majority of a panel of three arbitrators. The sole arbitrator and the presiding arbitrator in an arbitration panel will be an attorney with at least 15 years of active practice or a retired judge.

What law will the arbitrator apply? The arbitrator or panel shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall be authorized to award any relief that would have been available in court, provided that the arbitrator's or panel's authority to resolve claims is limited to claims between you and us alone, and the authority of the arbitrator(s) to make awards is limited to awards to you and us alone. No arbitration award or decision will have any preclusive effect in favor of, or against, us or anyone else who is not a named party to the arbitration.

Where can you get additional information about the DPR rules? For a copy of the rules applied by DPR, instructions on initiating an arbitration and for other information, contact Dispute Prevention & Resolution, Inc. 1003 Bishop Street, Pauahi Tower, Suite 1155,

Does this Provision apply even if I no longer maintain an Account? Yes. This Provision shall survive the termination of your deposit Account agreement and/or the deposit relationship between us, any bankruptcy by you or us, and any transfer by us of your Account.

Right to Opt Out: You may opt out of this Provision without affecting any of your rights and obligations as our customer. To opt out, you must mail written notice of your decision to us within 60 calendar days of **Account opening** to P.O. Box 2900, Attn: Bank of Hawaii Arbitration Opt Out, Honolulu, HI 96846. Your written notice must include: date, name, Account number(s), signature and the following statement: "I hereby opt out of the arbitration provision for the above referenced account(s)." If you do not timely submit written notice as provided above, you will be bound by this Provision.

10. Jury Trial Waiver

If any claim or dispute between us is not subject to arbitration for any reason, including a determination that the Arbitration Agreement above is not enforceable, then you and we each waive our respective rights to a trial before a jury in connection with any disputes related to your Account or Account services. This includes any claim by us or by you, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called "class action" suits).

11. Transfers or Assignments of Agreement

You agree that you will not assign, transfer or grant a security interest in your Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. If we agree that a security interest may be taken in your Account by a third party, the Account will remain subject to our prior right of setoff, unless we agree otherwise in writing. If you request a change in the ownership of your Account, we may require you to close the Account and open a new Account.

12. 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.

13. Compliance

You agree to comply with all applicable laws (State, Federal and local laws) including without limitation the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. We may freeze funds or block transactions if we have reason to believe a transaction may violate law.

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. We may refuse to Post any gambling transaction, whether lawful or not.

As part of our obligation to assist law enforcement agencies in detecting and fighting illegal activities, the law requires us to gather and report information on certain types of cash transactions. If you do not provide us with the information we need to complete the report, we are required to refuse to handle the transaction.

14. Inactive and Abandoned Accounts

Each jurisdiction in which we do business has laws that govern when Accounts are deemed inactive or abandoned, and when we need to send or escheat funds to the state or local government. Generally, the law of the state of your last known residence as shown in our records governs when Accounts are considered abandoned. You can ensure your Account remains active by making a deposit or withdrawal within the parameters set forth in the following paragraph, or by telling us to keep it active.

If we have not had contact with you, there is no activity on your checking Account for 12 months or your savings Account for 24

months and you have not otherwise indicated an interest in your Account, we will classify your Account as inactive. We will notify you by mail to the address on our records one (1) month following the date your Account became inactive. Beginning the following month, we may charge the monthly Inactive Fee shown on the Fee Schedule. For security reasons, we may refuse to allow transactions on inactive Accounts if we are unable to contact you on a timely basis to confirm your authorization for the transaction.

Hawaii law considers your Account to be abandoned if your Account remains inactive, generally for five (5) years. After that time, we will charge your Account an Abandoned Account Fee where permitted by applicable law and escheat the remaining funds to government authorities. We will mail you a letter to notify you before we transfer your funds to the state or local government as abandoned property.

For Accounts domiciled in Saipan, the Commonwealth of the Northern Marianas Islands "CNMI" law considers your Account to be abandoned if your Account remains inactive, generally for a period of six (6) months for Checking Accounts and if your Account is inactive for 24 months for savings Accounts (including Money Market Savings) that have no deposit or withdrawal transaction activity for 24 months are presumed abandoned and are subject to escheat. If your Account becomes inactive, we will notify you by mail to the address on our records and we will charge your checking and/or savings Account the monthly Inactive Fee shown on the Fee Schedule. To reactivate your Account, you must conduct a monetary transaction, such as a deposit or withdrawal. If your Account remains inactive and is presumed abandoned, on September 15th, we will charge the Abandoned Account Fee shown on the Fee Schedule and your Account will be subject to escheat and your funds will be transferred to the Commonwealth Treasurer on the first Business Day in October.

15. 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.

16. Withholding of Income Tax

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) 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 if you are not so subject.

We may report dividends, interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any Account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN-E). Foreign entities may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to penalties, including 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.



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