

Business Account Agreements



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Section I: Business Deposit Account Agreement

Welcome to Bank of Hawaii. This booklet, your signature card, account rate and fee schedules, and (if applicable) the cash management agreements and time deposit receipt that you receive when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by this agreement. YOUR ATTENTION IS DRAWN TO THE AUTHORIZED SIGNERS PROVISION ON PAGE 8 AND THE JURY TRIAL WAIVER ON PAGE 17. You represent and agree that your account will be used only for business purposes, rather than for personal, family or household purposes. You agree not to use your account or account services in a manner that violates applicable law, 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.

Terms. In this booklet, the words “you” and “your” refer to the owners and authorized signers of an account; “we,” “us,” “our” and “Bank” refer to Bank of Hawaii. We comply with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Our Relationship. Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us.

DEPOSITS

Source. We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us.

Endorsements. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. 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.

Manner of Deposit. You may deposit funds to your account in person at any of our branches. If you have a properly encoded Business BankCard, Bank of Hawaii Visa® Check Card for Business or Bank of Hawaii Airlines® Visa Check Card for Business, you may make deposits to your account at any designated Bank of Hawaii 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 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.

Cutoff Hour. If we receive an item for deposit or payment on a weekend, a U.S. federal holiday or after 2:00 p.m. on a business day, we may treat it as if we had received it on the next business day for processing purposes (see page 5 for a description of the funds availability cutoff hour).

Accepting Items For Collection. We may refuse to accept an item for deposit or may accept it on a collection basis. We generally take foreign or damaged items on a collection basis. If we accept an item on a collection basis, we may not credit your account with the funds until we receive payment from the payor financial institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. Note: We may reverse any credit we give for a foreign check that is accepted for deposit if we decide to send it on a collection basis. Foreign items also may be subject to a longer hold than is described in the “Funds Availability” section. 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.

Verification and Collection. Any item that we accept for deposit or encashment is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification. You waive any right to notice of nonpayment, dishonor, or protest regarding any items credited to your account.

Electronic Deposits. Credit for an automated clearing house (“ACH”) transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn’t occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

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

Remotely Created Checks. We may refuse to accept remotely created checks or demand drafts for deposit to an account with us. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such items. You agree to indemnify, defend and hold us harmless for every loss, expense, cost (including attorney’s fees), claim and liability related to or arising from such items, including (without limitation) claims that they were not authorized by the persons on whose accounts the items were drawn. In addition, you authorize us to charge any account you maintain with us if we are required to make any reimbursement concerning a remotely created check you deposited, for the amount of any reimbursement we make and any other amounts associated with the remotely created check.

FUNDS AVAILABILITY

Checks or other items deposited will normally be credited to your account on the day of the deposit, subject to collection. In some instances, we may either wait to credit your account, or credit your account but place a “hold” on the amount of the deposited check or item until a final disposition is made with respect to the check or item. If your account is a State of Hawaii branch account and we do this, we will do so in accordance with the Additional Funds Availability for State of Hawaii provisions in the following section, and we will provide you with an estimate of the number of days we will maintain the “hold” on the amount of the check or item, or when your account will be credited. We may place a hold or send for collection any check drawn on a foreign or remote bank, and in addition, if your account is a non-State of Hawaii branch account, we may place a hold on the amount of a deposited check or item, for example if a deposited check is for a large amount. If we do this, we will give you an estimate of the number of business days we will maintain the “hold” on the amount of the check or item. Please understand, however, that these estimates will not always be accurate because of uncertainties in the check collection process which we cannot predict or control. Please contact us about the status of a deposit if you need to be sure that funds are available.

Additional Funds Availability For State Of Hawaii Only

Your Ability To Withdraw Funds. Our general policy is to make funds from your cash and check deposits available to you for withdrawal immediately (on the day of your deposit). Electronic direct deposits also will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and U.S. federal holidays. If you make a deposit at a Bank of Hawaii branch, a Bank of Hawaii ATM, or at a Business Depository on a business day that we are open before the cutoff hour we establish for that location (Note: Some offices have a cutoff hour as early as 3:00 p.m.; Bank of Hawaii ATMs and Business Depositories have a cutoff hour as early as 9:00 a.m.), we will consider that day to be the day of your deposit. Cutoff hours are posted on Bank of Hawaii ATMs and Business Depositories and vary by location. Information on the cutoff hour is available from each branch. If your deposit is made at a Business Depository or at a Bank of Hawaii ATM your deposit may not be considered received until the next business day.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you immediately. For example, if you make your deposit by mail, at an Instant Teller, or after the cutoff hour at a

Business Depository, your funds will be available on the first business day after the day of your deposit. Also, 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. However, if you make a deposit to your checking account, the first \$200 of your deposit will be available for withdrawal by 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 immediately or by the first business day after the 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 through 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- 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.

Deposits Made at a non-State of Hawaii branch. If you make a deposit to your State of Hawaii account at a Pacific Island branch, we may delay your ability to withdraw funds. Your funds will generally be available no later than the twentieth day after the day of your deposit.

Special Rules For New Accounts. If you are a new customer, the following special rules may apply during the first 30 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the eighth 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 through one of our employees, the first \$5,000 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.

INTEREST ON DEPOSITS

Interest Rates. Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for time deposit accounts, (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. For current rates, please call or visit one of our branches or call us at:

- In Hawaii, U.S. Mainland and Canada, call our 24-hour Bankoh by Phone at 1-888-643-3888.
- In Guam and Saipan, call our 24-hour Bankoh by Phone at 1-877-553-2424.
- In Palau, call (680) 488-2602.

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 Annual Percentage Yield on the entire balance in your account.

The Annual Percentage Yield stated for time deposit accounts with terms greater than one year assumes that interest is transferred out and does not remain on deposit until maturity.

Interest Calculations. Interest is calculated on an actual/365-day basis (366 days for the Bonus Interest on a Business Bonus Rate Savings account in a leap year) and begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). For time deposits, interest begins to accrue from the date of deposit. However, if your deposit is made at a Bank of Hawaii branch located outside the jurisdiction in which your account is located, interest will begin to accrue on the deposit when it is received at your branch's processing center or on the business day we receive credit for the deposit, whichever is earlier.

We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

However, for Business Bonus Rate Savings, interest paid to your Account at the Business Bonus Rate will be calculated using the average-daily-balance method. This method applies a periodic rate to the average daily balance in your Account for the month. The average daily balance is calculated by adding the principal in your Account for each day of the month and dividing that figure by the number of days in the month.

Payment of Interest. Depending on the account, interest may be credited to your account at the end of your monthly or quarterly cycle, at maturity, or when your account is closed. See our rate schedule and your time deposit receipt for details. If your account is a time deposit account, interest is paid to, but not including, the maturity date. Interest may be lost on some accounts if the account is closed prior to the end of the statement period or the regular interest payment date.

If your account is a Business Savings Account, Bankohana® Business Savings Account, Business Money Market Savings Account, Bankohana Business Money Market Savings or a Non-Profit Savings Account, interest is compounded daily and credited to your account monthly.

If you maintain a Business Bonus Rate Savings Account, the Regular Rate is compounded daily and credited monthly, and the Bonus Rate (if applicable) is compounded and credited to your account monthly. In order for your account to be paid the Bonus Rate, you must (a) make the minimum deposit described in your Fee Schedule each month, and (b) not withdraw any funds (including but not limited to the following: through teller transaction, electronic bill pay, ATM withdrawal, loan payment, safe deposit box rental fee, clearinghouse debit, transfer debit, or wire transfer debit) from your account during the month (the “Bonus Rate Requirements”). Note: Unless we specifically state otherwise, any bonus interest or special interest promotion that we may offer separately to the public will not apply to these accounts.

If your account is a time deposit account with a term of one year or less, interest is not compounded and will be credited and paid in accordance with the payment instructions you made on your Receipt. If your time deposit account has a term greater than one year and you have instructed us to pay interest to your time deposit, interest is credited to your account annually and compounded, and paid at maturity.

If you close your account or transfer your account to Pending Close Status (see page 21) before interest is credited to your account, you will not receive the accrued interest. If your account has a zero balance on the day accrued interest is scheduled to be paid to your account, you will receive the accrued interest. If your account has a zero balance after accrued interest is paid and any applicable service charges are assessed, your account may automatically close.

Matured Time Deposits. Time deposits stop earning interest at maturity, unless our agreement with you provides otherwise. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable time deposit, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing time deposits. For example, if your account is a “Bankohana TDA Special”, it will renew as a Bankohana time deposit account.

At maturity, certain time deposits will automatically renew for a new term at the rate then in effect for accounts of the same type, amount and duration. Except for time deposits with a maturity of less than 31 days, you have a 10-calendar-day grace period after maturity during which a withdrawal can be made without penalty on such accounts. Time deposits which do not automatically renew stop earning interest at maturity.

Early Withdrawals from Time Deposits. Time deposit customers agree to keep funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals and additional deposits are not permitted. If we permit an early withdrawal of principal from a time deposit, we may impose an early withdrawal penalty (see page 9). Tax penalties also may apply to premature distributions from IRAs and similar tax-deferred accounts.

WITHDRAWALS

Manner. If your account is a checking account, you may withdraw funds from your account by writing checks on your account. There is no limit on the number of checks you can write. If the person cashing a check you write does not have a Bank of Hawaii account, we may charge that person the check-cashing service fee listed in our current Fee Schedule for cashing the check at a Bank of Hawaii branch. You agree that we do not have to cash the check if the person cashing the check refuses to pay the fee.

If your account is a savings account, you may not write checks on your account. We have the right to reject and return any check drawn on your savings account.

Authorized Signers. Your signature card identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. Although your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements, and we may act upon the instructions of any one authorized signer. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction despite any communication to us or any notation on your signature card to the contrary.

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

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

Requirements. We may refuse to pay any check that does not have the required number of signatures or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. We reserve the right to refuse any check or other item drawn on your account or used to withdraw funds from your account if it is not on a form approved by us. All checks written on your account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a U.S. federal holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next business day. We may process your checks and other transactions in any order we choose. We may charge a fee to persons who are not Bank customers who present your checks for payment at one of our branches. You agree that we do not have to cash a check if the person cashing the check refuses to pay the fee. We also may require non-customers to present suitable identification, including a fingerprint, in connection with any transaction.

Limitations. We may refuse or limit withdrawals from any branch that is not your branch of account (the branch at which your account is maintained). We may (but are not obligated to) require suitable identification for any withdrawal or account closure. At our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of an account.

Certain accounts are subject to transaction limitations (see page 9) and penalties for early withdrawal (see page 9). We may refuse to honor any withdrawal or order if funds on deposit are insufficient or unavailable to cover the request or order (see page 18) or there is a dispute or question as to the ownership of account funds (see page 16).

Advance Notice. Pursuant to federal law, we reserve the right to require 7 days advance written notice of an intended transfer or withdrawal from money market deposit accounts, interest-bearing checking accounts, savings accounts, and savings subaccounts. We currently do not exercise this right and have not exercised it in the past.

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 the funds available in your account to cover other transactions.

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

ACCOUNT LIMITATIONS

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

Cash Withdrawals. In addition to the limitations set forth below and in the “Withdrawal” section, cash withdrawals may be limited due to the limited amount of currency available at a particular office.

Money Market and Savings Accounts. Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers each monthly statement cycle by preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or electronic banking. If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, convert it to another type of account, and/or impose a fee for exceeding the limits (see the Fee Schedule).

We may refuse or limit telephone and mail withdrawals, at our discretion. The law does not limit the number of withdrawals you can make in person at your branch of account or at an ATM. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer).

Early Withdrawals from Time Deposits. Unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing time deposit. If we permit an early withdrawal from a time deposit, we may impose the following penalty:

- For deposits with a term of 7 to 31 days, an amount equal to the greatest of: (i) the interest accrued on the amount withdrawn from the date of deposit or most recent renewal; (ii) the interest that would have accrued on the amount withdrawn for one-half of the term of the account, or (iii) 7 days interest on the amount withdrawn.
- For deposits with a term of 32 days up to and including 1 year, an amount equal to 2 months of interest on the amount withdrawn.
- For deposits with a term of more than 1 year, but less than 4 years, an amount equal to 8 months of interest on the amount withdrawn.
- For deposits with a term of 4 years or more, an amount equal to 11 months of interest on the amount withdrawn.

We will add to the penalty any cash bonus that is paid to you upon the opening (or latest renewal) of your time deposit.

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.

BANKOHANA FOR BUSINESS ACCOUNTS

Bankohana Business Account. This is a checking account that provides you with multiple benefits for having multiple account relationships with us. The monthly service fee is waived if you maintain the account’s designated combined balance requirement. Depending on the account balance you agree to maintain, you will receive various products and services free or at a reduced cost. Although your related account balances are combined with your Bankohana Business account for qualification purposes, each related account continues to be a separate account.

Combined Balance Requirement. There are two types of Bankohana Business accounts, \$25,000 and \$50,000. Each provides its own set of services and benefits. The customer agrees to maintain the combined average daily balance as specified in the fee schedule to receive the services and benefits applicable to that account. You will only receive the services and benefits applicable to the type of account that you have selected.

Related Accounts. Funds in the following “related accounts” may be used to meet the balance requirements provided that the owner of the account is also the owner of the Bankohana Business account.

- *Bank deposits* – Bankohana Business Checking, Bankohana Business Savings, Bankohana Business Money Market Savings and Bankohana Business Time Deposit
- *Bank loans* – Outstanding balances on your Business CreditFlex, Business Secured Line, business revolving credit lines and business term loans.

Balance Calculation. We determine the combined average daily balance in your related Bankohana Business accounts on the second-to-the-last business day of the month by adding together the following amounts:

- (1) The average daily balance of your Bankohana Business account,
- (2) The average daily balance of your related deposit accounts and
- (3) The outstanding principal balance of all related loan accounts.

Account Benefits. Account benefits may change from time to time and may be subject to prior credit qualification. Here is a summary of some of the benefits that existed at the time this disclosure was printed.

- *Account Checks.* You will receive a \$50 credit against your check order through Bank of Hawaii once per year.
- *Safe Deposit Box Rental.* You will receive a \$30 credit against safe deposit box rental fees at the time your rental payment is due. Rental is subject to availability.
- *Interest Bonus.* You may receive an increased rate of interest on a related Bankohana Business Time Deposit Account, Business Savings Account and/or Business Money Market Savings Account. The amount of the increase is subject to change without notice at our discretion. You can obtain information on the current rate increase for any related account by contacting your branch of account. Any increased rate of interest on an existing Bankohana Business Time Deposit Account is subject to change at renewal. Unless we specifically state otherwise, any interest bonus or special interest promotion that we offer to the public will not apply to these accounts.

These benefits will end if your Bankohana Business Account is closed for any reason. Any increased rate of interest that you receive on a Bankohana Business Savings or Business Money Market Savings Account will end when your Bankohana Business Account is closed, and on a Bankohana Business Time Deposit Account at the next renewal of the account.

Monthly Statements. We will send you a monthly statement that itemizes the activity for your Bankohana Business Account and summarizes information on your related accounts. You will continue to receive your statements for your related loan and related deposit accounts.

INVESTMENT SWEEP SERVICE

Business Cash Advantage Account. This account combines the convenience of a Bank of Hawaii business checking account with investments in one of three Dreyfus Cash Management Funds: the Dreyfus Cash Management, the Dreyfus Tax Exempt Cash Management, or the Dreyfus Treasury & Agency Cash Management.

IMPORTANT NOTE. MONEY MARKET MUTUAL FUND SHARES: (A) ARE NOT INSURED OR GUARANTEED BY THE FDIC OR ANY OTHER GOVERNMENT AGENCY; (B) ARE NOT DEPOSITS OR OBLIGATIONS OF THE BANK, AND ARE NOT BACKED, ENDORSED OR GUARANTEED IN ANY WAY BY THE BANK; AND (C) INVOLVE AN INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNTS INVESTED.

The Service. We will transfer or “sweep” funds between your Business Cash Advantage checking account (your “Checking Account”) and the money market mutual fund that you select for investments (the “Fund” or “Fund Account”) in order to maintain the target balance you designate in your Checking Account (the “Target Balance”). This is how the service works:

- **Purchase of Investments.** At the end of each banking day, we will withdraw any collected and available funds that are in excess of the Target Balance from your Checking Account. On the following investment day, we will transfer that amount to your Fund Account. [Note: In some cases, funds subject to a “hold” (see page 5) may be transferred for investment in the Fund. If that occurs, the amount transferred will remain subject to the “hold” for purposes of withdrawal from your Checking Account.]
- **Sale of Investments.** If you have less than the Target Balance in your Checking Account at the end of any banking day, we will transmit a redemption order on the following investment day for Fund shares with a market value equal to the difference between the Target Balance and your collected Checking Account balance. We will credit the proceeds to your Checking Account on the banking day that we receive the funds (or earlier on a provisional basis).

If you have any questions about the Service, you can contact us at 694-8021 from Oahu, or at 877-232-0118 from all other locations.

We are not obligated to maintain the Target Balance in your Checking Account by any means other than the purchase or redemption of Fund shares. We generally transmit orders to purchase or redeem Fund shares only on the

banking days that we and any other party necessary for the order are open for business. Our banking days are Monday through Friday, excluding U.S. federal holidays. All transactions involving the Fund Account must be made through us. You may not withdraw funds directly from, send funds to, or write checks against, the Fund Account.

Your Checking Account funds are insured by the FDIC until they are transferred outside the Bank to pay for your Fund investment. This applies not only to funds held in your Checking Account, but to any funds that we hold for you in an omnibus (holding) account with other sweep customer funds pending their transfer outside the Bank. When we redeem your Fund investment in accordance with this Agreement, the proceeds will become part of your insured Checking Account when they are received by us, even if they are held by us in an omnibus account with other customer funds pending their credit to accounts. Funds transferred outside the Bank to your Fund investment, and redemption proceeds which have yet to be received by us, are not Bank deposits and are not insured by the FDIC. In the unlikely event of the Bank's failure, your ownership interest in Fund shares would be recognized by the FDIC, and you would not be a creditor of the Bank in connection with your Fund investment.

FDIC Insurance and Business Cash Advantage (Investment Sweep). This service sweeps funds between your designated checking account and the mutual fund that you select for investments. The funds in your designated checking account qualify for FDIC deposit insurance coverage. From December 31, 2010, through December 31, 2012, all funds in noninterest bearing transaction accounts are insured in full by the FDIC for the entire amount in the account. This unlimited coverage is in addition to, and separate from, the coverage available to depositors under the FDIC's general deposit insurance rules. Under your sweep arrangement, however, funds are transferred to an investment account that does not qualify for FDIC deposit insurance coverage. Transferring funds to your investment account voids the FDIC's guarantee with respect to the swept funds.

Your Authorization. You authorize us to: (a) submit orders to buy, hold and redeem Fund shares as your agent; (b) hold Fund shares either in your name or in our name as shareholder of record and nominee for your benefit; (c) deposit Fund dividends that we receive to your Fund Account; (d) sign any declarations, affidavits, certificates and other documents that may be reasonable in connection with the service on your behalf; and (e) take such other steps as are reasonable in providing the service.

YOU SHOULD KNOW THAT:

- BANK OF HAWAII MAY BE PAID DISTRIBUTION AND/OR SHAREHOLDER SERVICING (RULE 12b-1) FEES FOR ADMINISTRATIVE, SHAREHOLDER SERVICING, ACCOUNTING AND OTHER SERVICES THAT IT PROVIDES TO THE FUNDS. ADDITIONAL INFORMATION CONCERNING THESE FEES IS SET FORTH IN THE PROSPECTUS FOR THE FUNDS.
- THE DISTRIBUTOR FOR THE FUNDS IS NOT AFFILIATED WITH BANK OF HAWAII.
- WE RESERVE THE RIGHT, UPON PROVISION OF ADVANCE WRITTEN NOTICE, TO ADD OR SUBTRACT MONEY MARKET MUTUAL FUNDS AS OPTIONS FOR INVESTMENT THROUGH YOUR ACCOUNT. WE MAY TREAT YOUR FAILURE TO RESPOND TO SUCH NOTICE AS CONSENT TO THE REDEMPTION OF YOUR EXISTING INVESTMENTS AND TO THE PURCHASE OF SHARES OF A SUBSTITUTED FUND WITH THE PROCEEDS OF THAT REDEMPTION AND WITH ALL FUTURE MONEY SWEEPED FROM YOUR CHECKING ACCOUNT. ANY NEW MONEY MARKET MUTUAL FUNDS WILL BE CONSIDERED "FUNDS" FOR ALL PURPOSES IN THIS AGREEMENT.

No Advice by Bank. You acknowledge that: (a) we will not provide investment advice to you or select the Fund for you to purchase; (b) we will not make any representation to you as to the appropriateness or quality of the Fund, nor discuss the portfolio composition, investment objectives or past or anticipated performance of the Fund with you; (c) Fund purchases will be made at your own risk and will be without recourse to the Bank; (d) you have made and will make an independent investigation concerning the merits and suitability of any Fund that you purchase; (e) our employees are not authorized to provide investment, tax or legal advice; and (f) any statement or representation by anyone, including without limitation an employee of the Bank, that contradicts (a) through (e), above, is without our approval.

Fund Prospectus and Investing in the Fund. You acknowledge, understand and represent that: (a) you have received and read a prospectus for each Fund; (b) we do not prepare any money market mutual fund prospectuses and do not review any information found in a prospectus for accuracy, timeliness or completeness; (c) we assume no responsibility for the content of any prospectus; (d) Fund share values may fluctuate, values are not guaranteed, and past results do not indicate future performance; (e) we make no representations regarding yields and returns on investments; (f) you have independently decided to invest in the Fund; and (g) all Fund related materials will be sent directly to you by the Fund. Any changes to the Fund prospectuses and other Fund materials, including but not limited to Fund proxy materials will be sent directly to you by the Fund or its agent.

Bank as Agent. We act solely as your agent, and in no other capacity for you, in connection with the purchase and redemption of Fund shares. Nothing in this agreement shall be deemed to create a fiduciary or quasi-fiduciary relationship between you and us.

Limit on Large Purchases and Redemptions. We reserve the right to establish a limit on the maximum amount of Fund shares that may be purchased or redeemed on your behalf each day. We may change this amount from time to time. If you notify us before the end of our banking day that you wish to exceed the limit on a particular day, we may elect (at our sole discretion) to allow you to exceed the limit. Our election to permit you to exceed the limit shall not obligate us to do so in the future, and we may discontinue the practice without cause or prior notice.

Payment of Dividends. Although Fund dividends may accrue daily, they will be paid to your Fund Account only once each month and automatically reinvested for additional shares in the Fund. Dividends are normally determined on the last business day of the calendar month, and are credited on the first or second business day of the following month. The calculation method for dividends is disclosed in your Fund prospectus.

Bank Service Fees. You agree to pay us the Bank fees that we establish from time to time for this service.

You are responsible for all expenses, taxes, or other charges or liabilities that we incur in handling your Fund Account transactions pursuant to this agreement. We may deduct all fees and charges from your Checking Account. If you maintain an analyzed Checking Account, the fee may be incorporated into your account analysis.

Security Interest/Assignment. You grant us a security interest in your Fund shares and agree that we may set-off such shares for any obligation that you owe us. You may not assign any right in your Fund Account to others, or transfer or hypothecate any interest in your Fund Account.

Our Responsibility; Limitation of Liability. Our responsibility is limited to the exercise of ordinary care. Our ability to transfer funds and maintain the Target Balance depends on the availability of collected funds in your Checking Account, and may be affected by uncollected fund holds, disputes and legal process. We assume no responsibility for any failure or delay that is caused, in whole or in part, by: (a) the lack of available, finally collected funds to perform a transfer; (b) the application of any governmental or funds transfer system rule, guideline, policy or regulation; (c) telecommunication failures, suspension of trading, exchange or market closings, power outages, acts of God, war or civil unrest, or circumstances beyond our immediate and direct control; or (d) your actions or omissions, or those of the Fund, its sponsor, distributor, adviser or other third parties. Under no circumstances will we be responsible for special, indirect, or consequential damages, even if we are aware of the possibility for such damages.

Please note that we may determine not to pay a check or other draft or approve a transaction against the value of Fund shares held in your Fund Account if we are unable, for any reason, to receive sufficient proceeds of a redemption of Fund shares, and we will not be liable for any damages caused by such failure.

Statements. You agree to: (a) review all statements and notices related to this service immediately to confirm their accuracy; (b) notify us immediately if you find any discrepancy between your records and any transaction listed in a service notice or statement, or if you discover any other problem with respect to a service transaction; and (c) send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first). Any statement or notice delivered to you will be deemed correct and final unless you comply with this provision. You agree to return any Fund proceeds or dividends that are distributed to you in error or, if distributed to you provisionally, exceed the amount that we actually receive.

Concentration Accounts. If your Checking Account also is your Concentration Account under a Concentration Account Agreement, the following special processing procedures apply. To determine the funds available in your Concentration Account for purposes of bringing your Subaccounts (as defined in the Concentration Account Agreement) to a zero or "peg" balance, we will consider the sum of the balances in your Concentration Account, any free credit balances in your Concentration Account and the redemption value of Fund shares in your Fund Account. In effect, transfers from your Checking Account, as described above, may result in a redemption of Fund shares. Similarly, if the balance in your Concentration Account exceeds your Target Balance following the posting of a day's transactions, including transfers to or from your Subaccounts, we will automatically transfer the amount of the excess to purchase Fund shares, as described above.

Balance Information. When you request balance information on your Account, we will provide only your Checking Account balance. However, the balance available for withdrawal or to pay checks or other items drawn on your Checking Account includes available funds in your Checking Account and the current net asset value of your Fund shares. This is the balance that we use in determining whether to pay checks or other items drawn on your Checking Account. A separate balance is used to determine dividends on your investment in Fund shares. Only balances in your Checking Account are eligible for FDIC insurance.

Termination. You or we may close the Business Cash Advantage Account without cause at any time by providing notice to the other party. If your account terminates, we will redeem your Fund shares and either pay the proceeds to you or deposit them in your account with us (less any amounts owed to us). Dividends that accrue prior to termination may be forwarded to you following the end of the month during which the termination occurs.

FEES

Our rate and fee schedule describes the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

BUSINESS ACCOUNT ANALYSIS

Our account analysis service (“Service”) allows you to offset certain service fees and/or charges with an earnings credit that is based on the balances that you maintain with us. We analyze only the accounts and the services that are linked to our account analysis system (Note: Not all accounts or charges may be analyzed). We calculate an Earnings Credit based on the funds in your analyzed accounts and apply that credit as an offset against fees and/or service charges. We do not calculate an Earnings Credit for accounts that are not linked to the Service or allow Earnings Credit to offset fees or charges on unanalyzed accounts.

Earnings Credit. We determine an account’s Earnings Credit by multiplying its gross investable balance by an Earnings Credit Rate (which may change from time to time) and then subtracting any interest paid to the account. We arrive at the “gross investable balance” each month by: (a) adding together the ending ledger balances for each day of the month; (b) adjusting for float, and a reserve factor of 10% (except for Qualified Business Money Management Accounts, accounts maintained with us outside of the United States, and not withstanding any reserve savings we obtain through subaccounting or otherwise); (c) adding any funds advanced to cover overdrafts; and (d) dividing the result by the number of days in the month. Note: Checks and other transactions drawn against your account may be subtracted from your daily balance on the date they are presented to us electronically or otherwise, even though final acceptance may not occur until later.

Use of Earnings Credit. Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset eligible fees and/or service charges (“Eligible Charges”) that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods.

If Earnings Credit is insufficient to cover Eligible Charges during any period, we may charge the difference to your account. If you have several analyzed accounts, you can designate which account should be charged. We may convert an analyzed account to an unanalyzed account if it no longer meets our criteria for account analysis.

Your Account Officer can give you an estimate of the balances that may be needed to compensate for the type and volume of services that you use. The actual amount may vary over time, however, due to changes in the Earnings Credit Rate, fees, service charges, the services used, or other aspects of analysis.

Earnings Credit Rate/Service Charges. Account analysis charges and the Earnings Credit Rate are subject to change from time to time without prior notice. Current rate and service charge information is available from your Account Officer.

Deposit Administration Fee. We will impose a Deposit Administration Fee on the average daily net ledger balance of your analyzed accounts. The fee reflects our charge for administering your account and is based, in part, on the cost we incur for deposit insurance (although it is not tied to the same assessment base and may not reflect any rebate or credit that we receive). The fee is subject to change without prior notice. You can obtain information on the current Deposit Administration Fee from your account officer.

Exceptions. The analysis system may not always change simultaneously with changes in compensating balances, the Deposit Administration Fee, reserves or other factors. We reserve the right to input changes in our system as of the beginning or end of any statement or analysis cycle. As a result, some changes input at the end of a cycle may relate back to the entire cycle.**Third Party Funds.** If you deposit funds that belong to others (“beneficial owners”) in an analyzed account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated Earnings Credit, and (b) your use of the Earnings Credit will not violate any contract, law or regulation. You also agree to indemnify and hold us harmless from and against any and all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities and/or damages that arise from your use of the Service. This provision shall survive the termination of this Agreement.

Limitation of Liability. We will not be liable under any circumstances for special, indirect or consequential damages related to our Service actions or omissions. In no event will our liability exceed the amount of any Earnings Credit which we fail to apply against an Eligible Charge. You agree to review account notices and statements immediately upon receipt and to send us a written notice of any problem within a reasonable time (not to exceed 14 days from the date you receive the first notice or statement reflecting the problem).

ADDITIONAL TERMS AND CONDITIONS FOR YOUR DEPOSIT ACCOUNT

Account Number. Your deposit account will be assigned a number that must be encoded on checks and deposit tickets in magnetic ink to facilitate electronic processing. You agree to include your account number in all notices, correspondence and inquiries about your account.

ACH Transaction Rules/Laws. Except as otherwise set forth in this agreement, you agree to be bound by all Federal Reserve and fund transfer system rules and regulations, including without limitation, the Operating Rules of the National Automated Clearing House Association, that apply to an ACH transaction. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control.

Adjustments. We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$10.00 or our cost to make the adjustment is greater than the amount in question.

Amendments/Changes In Account Terms. We may change (add to, delete or alter) the terms of our agreement with you at any time. We will notify you of a change by mailing or delivering a notice, a statement message or an amended agreement to any of you at the last address on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information in our offices or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, 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.

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 IOLTA account, 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.

Attorneys' Fees. If you break any promise under this agreement and we institute a lawsuit against you to collect any amount that you owe us, or if we become involved in any other litigation or proceeding initiated by a third party related to your account, you agree to reimburse us for any costs and expenses we incur, including our reasonable attorneys' fees, together with interest at the maximum rate allowed by law, and you further agree that we may charge those amounts against your account without prior notice to you.

Bankoh by Phone Service. See page 22.

Changes In Account Ownership, Address and Authorized Signers. You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card before any change in authorized signers 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.

If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so. (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan.) In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

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.

Checks and Deposit Tickets. Check and deposit ticket prices vary according to the types of checks and deposit tickets you select. You can obtain information on the current price of checks and deposit tickets by contacting your branch of account. Check and deposit ticket charges may vary from time to time without specific notice to you. You are responsible for checking the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks and deposit tickets.

If you arrange for the printing of your own checks and / or deposit tickets, the form, encoding and format of the checks and deposit tickets must follow our check specification requirements and be approved by us in advance. We make checks and deposit tickets available that include fraud prevention features and high quality MICR-ink. If you choose not to use them, you agree to assume a heightened degree of responsibility for safeguarding your checks and deposit tickets, and for reviewing statements as soon as you receive them.

Checks Bearing Notations. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

Check Endorsement. Federal regulations require that the top 1½ inches on the back (when read vertically from the trailing edge) of the check is designated for your endorsement as payee. If you or a prior endorser endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result. Please do not use purple ink, as that is reserved for the bank of deposit.

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.

Check SafeKeeping and Image Enclosure. 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.

Your canceled checks will not be returned to you. We will maintain an image of each check for seven years. You can obtain copies of your checks by sending us a written request with the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid. We will not be responsible for any special or consequential damages you may incur under any circumstances if we are unable to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss. 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.

Check Signature Verification. We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

Checks Lost or Stolen. You agree to safeguard your checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

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.

Compliance. You agree to comply with applicable 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.

Conflicting Demands/Disputes. 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, marked "Refer to Maker" (or similar language), in the event there is a dispute or uncertainty over an account's ownership or control.

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

Death or Adjudication of Incompetence. You agree to notify us immediately of the death or court-declared incompetence of any owner or authorized signer on your account. You agree that we may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent.

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

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.

Disclosure of Account Information. We may release information about your deposit, investment and loan accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to reporting agencies; when you give us your consent; to our affiliated companies; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; or in response to trade inquiries.

Facsimile Signatures. We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts or services. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorneys' fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

Fax Instructions/Voice Mail/E-Mail. We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your message until the business day after its receipt. As such,

it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

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

Foreign Checks. We may refuse to accept checks for deposit or collection if they are payable in a foreign currency. If we accept a foreign check, you assume all the risk of loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency items and may recover from your account any loss incurred in connection with our processing of such items.

Governing Law. Your account will be governed by this agreement and the laws of the jurisdiction in which your account is located. We may comply with clearinghouse, Federal Reserve Bank and correspondent bank rules in processing certain transactions. You agree that we may act in accordance with those rules and that we do not have to notify you of a change in such rules, except to the extent required by law.

Inactive, Dormant and Abandoned Accounts. Please see our Fee Schedule for service fees associated with “inactive” and “abandoned” accounts. Unless we provide otherwise in our Fee Schedule, inactive, dormant, or abandoned accounts will be subject to the same fees as active accounts. If you have not made or do not make any transactions to or from your checking account for 12 consecutive months, or to or from your savings account for 24 consecutive months, we will classify your account as inactive.

Beginning one month following the date your account became inactive, and while your account remains inactive, we will charge your account the monthly Inactive Fee contained in the Fee Schedule.

If you make a transaction to or from your account, or contact us to request a change to active status, we will reclassify your account as active. However, all Inactive Fees are non-refundable even if your account is subsequently reclassified as active. In addition, if you have not made any transactions to or from your account for the time period prescribed by applicable law, we will charge your account the special handling fee for abandoned accounts listed in the Fee Schedule and we will turn over the funds to government authorities as required by law.

For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as inactive, dormant, or abandoned if we cannot reach you in a timely fashion to confirm the transaction’s authorization. If you have a Bankohana account, each of your related accounts will remain a separate account for determination of “inactive,” “dormant,” or “abandoned” status.

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.

Internal Policies and Procedures. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

Jury Trial Waiver. 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).

Legal Process. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to the fees listed in our Fee Schedule.

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 (e.g., Personal Representative, Trustee or Conservator) 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.

Limitation on Time to Sue. An action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

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

Other Agreements. You may have another agreement with us (e.g., a cash management agreement) which, by its terms, supersedes parts of this agreement.

Overdrafts. If you do not have sufficient available funds on deposit to cover the amount of a check or transaction (e.g., in person withdrawal, an automatic payment, ATM withdrawal, BankCard or Check Card purchase, or other electronic transfer), we may return the check or reject the transaction without payment. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. Either way, there will be a service fee for each item or transaction as stated in our Fee Schedule. [Note: If you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a “temporary” or “intra-day overdraft”), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the business day. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day.]

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. In addition to the overdraft fee described above, we will impose a Continuing Negative Balance fee for each seven-day period that your account remains in a negative balance condition at the end of the business day (See your Fee Schedule. This fee does not apply to analyzed business accounts). You will be charged no more than three Overdraft and/or Returned Item fees on any one day per account. Although no Overdraft or Returned Item fee will be imposed on any day that your ending account balance is or would have been overdrawn by less than \$5, continuing overdrafts in any amount will be subject to the Continuing Negative Balance fee (if applicable).

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the 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 satisfy an overdraft, regardless of the source of such deposit including, without limitation, deposits of government, welfare, retirement or social security benefits.

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

Photocopies. Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

Postdated or Undated Checks. We may pay or return any properly payable postdated or undated check upon presentation to us. You agree that we will not be liable to you for charging your account before the indicated date on a properly payable but postdated check unless your account is located in the state of Hawaii and you notify us of a postdated check. Your notification must include the exact amount (dollars and cents), account number, check number, date of check, and the name of the payee. If you provide us with a postdated check notification in a timely manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked ‘payment stopped,’ ‘postdated’ or otherwise) if it is presented to us prior to the date indicated in the notification (up to six months from the date of the notification). After six months, the notification is no longer effective and must be renewed. We may impose a fee for each notification. If we re-credit your account after paying a postdated check over a valid and timely postdated check notification, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

We may require you to submit or confirm an oral postdated check notification in writing. Our records will be conclusive evidence of the existence, details of and our decision regarding any oral postdated check notification or its revocation.

Power of Attorney. Any owner may provide us with a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with an appointment of agent form for that purpose. You can revoke your appointment of agent by sending a written notice to us at your branch of account. 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).

Preauthorized Drafts. If you provide your account number to a third party in order to charge your account by means of one or more demand drafts (i.e., items, including electronically created images, which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such drafts, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor demand drafts. We may refuse to honor demand drafts without cause or prior notice, even if we have honored similar items previously. We are not under any obligation to verify whether the name and account number shown on a demand draft are consistent.

You may not deposit demand drafts to an account with us without our prior, express written consent. We may discontinue accepting demand drafts at any time without cause or prior notice.

Records. We will keep records of your account to the extent and for the time required by law. We may convert paper records to images (e.g., microfilm and electronic files) or store records outside of the geographical area where your branch is located.

Refusal or Delay in Processing. You agree that we may refuse to process or delay processing any ACH transaction if we have reason to believe a transaction would violate any guideline, rule, policy, law or regulation of any government authority or funds transfer or payment system.

Returned Items/Transactions. If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return is proper or timely. This also applies to checks drawn on us which are not paid for any reason. We may assess a fee for each returned item and notify you of the return orally, electronically or in writing. We are authorized to pursue collection of previously dishonored items, and in so doing we may permit the payor bank to hold an item beyond our deadline.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged (or that the item contains an alteration), we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

Any credit we give you with respect to an automated clearinghouse entry is provisional until we receive final settlement for the entry. If we do not receive final settlement, you understand and agree that we may charge your account for the amount, and that the party making payment to you (i.e., the originator of the transfer) shall not be deemed to have paid you the amount of the transfer.

Setoff and Security Interest. We may set off funds in your account 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 account. You grant us a security interest in your account for amounts owing to us by any owner, whether as a borrower, guarantor or otherwise. This provision does not apply to IRA or tax-deferred Keogh retirement accounts or to consumer credit card obligations.

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.

Stale-Dated Checks. 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.

Statements, Notices and Checks. 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 with no forwarding address, 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 branch(es) where you maintain your account(s) or at such other address(es) as we designate (e.g., in connection with cash management services). 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).

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 over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner in which affords us a reasonable opportunity to act upon them.

There is a per-check/transaction charge for each stop payment order. Stop payment orders are valid for six months. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee.

We are not required to accept oral stop payment orders, but may elect to do so. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on 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 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.

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.

Subaccounts. For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees or other features of your checking account.

If your account is an analyzed business checking account, your entire account will continue to be subject to a reserve adjustment of 10% (except for Qualified Business Money Management Accounts and accounts maintained with us outside the United States), notwithstanding any reserve reduction we may obtain as a result of this subaccounting feature.

Substitute Check Notice. 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.

We are not required to accept substitute checks from non-bank entities, such as individuals, companies, government units, trusts or other organizations.

Telephone Instructions. We reserve the right to accept or reject telephonic instructions from you in connection with your account. Our understanding of instructions and our records shall be conclusive evidence of the actual instructions given. We are not required to accept instructions or permit withdrawals by telephone, and this does not constitute an agreement by us to do so. If we do, we may choose to verify the authenticity and content of any instruction from you by placing a call to any authorized signer on your account. You agree that if you instruct us that authentication is not required, you have a significant risk of losing your money and by waiving the authentication procedure, you are accepting the risk. Telephone transactions involving certain accounts are also subject to transaction limitations (see page 9). If you have a Business Savings or Money Market Savings Account, we may allow you to transfer funds of at least \$100 to or from your account to your checking account by telephone. To do

so, you must call the branch where your account is maintained, identify yourself, give your account number and tell us how you want the funds transferred.

Telephone and Electronic Communication Monitoring/Recording. We sometimes monitor telephone conversations and electronic communications for quality and control purposes. We usually do not record conversations without notice to you. YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF, YOUR EMPLOYEES AND YOUR AGENTS THAT WE MAY MONITOR AND RECORD COMMUNICATIONS AT ANY TIME WITHOUT FURTHER NOTICE TO THE PARTIES TO SUCH COMMUNICATIONS.

Termination/Closing Your Account. Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account.

We may automatically close your account if the account balance is zero. You will receive a final statement indicating the account is closed.

You agree that we may terminate your account relationship with us at any time without prior notice, with or without cause, by giving oral, electronic or written notice to any of you. We may also terminate your account without prior notice if any of you breach any agreement with us or we have reason to suspect fraudulent activity on your account. If account funds are not withdrawn at the time of termination, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

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.

Transfers/Assignments. Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. If you request a change in the ownership of your account, we may require you to close the account and open a new account. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest. 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.

Unauthorized Transactions. If you discover a check forgery, alteration or other unauthorized transaction involving your account, you must promptly notify your branch of account in writing of the relevant facts. 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 Check Card for Business, Bankoh Hawaiian Airlines Visa Check 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.

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

WIRE, BANKOH BY PHONE AND OTHER FUND TRANSFERS

The following terms apply to funds transfers ("payment orders") that are governed by Article 4A of the Uniform Commercial Code of Hawaii. Generally speaking, this includes transfers to or from you or your accounts through Fedwire or other fund transfer systems, Bankoh by Phone payments and transfers, and transfers between accounts maintained with us at separate branches. These provisions do not apply to ACH transactions that are governed by separate agreement, nor do they apply to checks, drafts, or similar instruments. If you have a separate agreement with us with respect to payment orders, such as wire transfers, the terms of that agreement will supersede any conflicting terms in this section.

Processing Orders. At our discretion, we will transfer funds at your direction to another account with us or to an account maintained at another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing. We generally send a rejection notice by the end of the business day following the business day on which the order would have been processed.

Bankoh by Phone. If you are approved for this service, you can use a touch-tone telephone to make account balance inquiries, transfer funds between your checking and savings accounts, and make payments on loans. In addition, you can receive principal balance and estimated payoff information for loans with us that are tied to the service. All balance and payoff amounts are as of closing of the previous business day.

We will provide you with a personal identification number ("PIN") in order to access this service and to provide us with instructions. You agree not to disclose your PIN to others and to safeguard its confidentiality. We may act upon the instruction of any one of you.

Transfers from savings accounts are subject to transactions limitations (see page 9). You may not make transfers or payments from a time deposit account. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

Transfer and payment requests received on a business day before 11:00 p.m. (HST) for State of Hawaii accounts will be processed on that day. All other requests will be processed on the next business day.

We will not provide you with a separate notice for each transfer or payment. All transfers will be reflected, instead, on your periodic statements.

The service may occasionally be unavailable due to maintenance or other factors. We assume no obligation for any loss or delay related to the unavailability of the system.

Payment Order Accuracy. You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account number, we and other institutions may process the order solely on the basis of the account number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you

give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

Cutoff Hours. Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive on a non-business day or after our processing cutoff hour on our next funds transfer business day. Our business days are Monday through Friday, excluding holidays.

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

Unauthorized Payment Orders. We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order. If you have selected a security procedure that we have determined to be a "High Risk Method" (for example, no authentication required), you understand and agree that such security procedure carries a significantly greater risk of losing your money, and you accept that risk.

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

Limitation of Liability. Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages. We will not be liable for any failure or delay in processing a payment order which occurs, directly or indirectly, as a result of any strike or labor dispute, interruption of communication facilities, computer or equipment failure, fire, flood, war, riot, emergency condition, the actions or omissions of third parties, or any cause which is beyond our reasonable control. You agree that we may refuse to process or delay processing any payment order if the order would violate any guideline, rule, policy, law or regulation of any government authority or funds transfer system.

Funds Transfer System Rules/Laws. Except as otherwise set forth in this agreement, you agree to be bound by all Federal Reserve and fund transfer system rules and regulations that apply to a payment order. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control.

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). Non-resident aliens 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.

How to Obtain a TIN. If you don't have a TIN, you can apply for one on Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the IRS.

What Number to Give Us

For this type of account:

Give the TIN of:

- | | |
|---|--|
| 1. Sole proprietorship | The owner |
| 2. A valid trust, estate or retirement plan | Legal entity |
| 3. Corporate | The corporation |
| 4. Association, club, religious, charitable, educational or other tax-exempt organization | The organization |
| 5. Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Limited Liability Limited Partnership (LLLLP) or Limited Liability Company (LLC) | The partnership, LP, LLP, LLLP or LLC (in the case of a single-member LLC without a separate TIN the owner's Social Security Number) |
| 6. A public entity | The public entity |

QUESTIONS OR COMMENTS

If you have any questions or comments, you can contact us at the phone numbers listed on page 6 or write to us at the address shown on your statement.

Note: The fees, rates and benefits described in this booklet and in the accompanying Fee Schedule were current as of the date of publication, but are subject to change. Prices listed are subject to sales tax wherever applicable.

SECTION II: BUSINESS SERVICES AGREEMENT FOR BANKOH BY PHONE, BUSINESS BANKCARD, BANK OF HAWAII VISA® CHECK CARD FOR BUSINESS, BANKOH HAWAIIAN AIRLINES® VISA® CHECK CARD FOR BUSINESS, AND BUSINESS DEPOSITORY SERVICES

Please read and save

This agreement contains important information about the business services listed above which you now have or may receive in the future.

In this Business Services Agreement (this "Agreement"), the words "we," "us" and "our" mean Bank of Hawaii and "you" and "your" mean the business who has qualified for the Bankoh by Phone Service by opening one or more business deposit and/or loan and credit accounts with us and/or submitted an oral, written or electronic request or application (the "Application") for a Business BankCard(s), Bank of Hawaii Visa Check Card for Business and/or Bankoh Hawaiian Airlines Visa Check Card for Business (collectively, the "Business BankCards") and/or Business Depository Services. In this Agreement, the Bankoh by Phone Service, the Business BankCard(s) and Business Depository Services will each be called a "Service" and will be collectively called the "Services."

A. **Agreement.** This Agreement covers the use of the Services by users you have authorized ("Authorized Users"). By submitting the Application for a Service, you represent that all of the information you have supplied to us is true and correct and you authorize us to verify the information and to receive and exchange information about you, both now and in the future. By requesting one or more of the Services and using the Service(s) we provide you, you agree to all of the terms and conditions contained in this Agreement, **including the provision on jury trial waiver.**

B. **Your Deposit and Credit Accounts.** You may use the Services with respect to your Bank of Hawaii checking accounts (your "Checking Accounts"), your Bank of Hawaii savings accounts (your "Savings Accounts"), and your business loans and revolving lines of credit accounts (your "Credit Accounts") that you designate and we

authorize for use with the Services from time to time. Your Checking Accounts and Deposits Accounts will sometimes be referred to in this Agreement as your "Deposit Accounts," and your Deposit Accounts and Credit Accounts will sometimes be collectively referred to in this Agreement as your "Accounts." This Agreement is in addition to your Account Agreements (as defined below).

C. **Promise to Pay.** By signing the Application and/or using the Services, you agree to pay us all amounts required under this Agreement and the agreements for your Accounts (the "Account Agreements") and to pay all fees and charges listed in the Fee Schedule we gave you with this Agreement, as amended from time to time (the "Fee Schedule").

D. **Business Use.** By using any of the Services, you agree and warrant to us that your use of any Services shall be solely for business and commercial purposes, and that you will not use any of the Services for a consumer purpose. You further agree that any consumer use of the Services shall be immediate grounds for termination of this Agreement. **YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE SERVICES WILL BE TREATED AS CONSUMER ACCESS DEVICES UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT, REGULATION E OR ANY OTHER STATE OR FEDERAL LAW. THEREFORE, YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF ANY SERVICE. YOU AGREE TO ACCEPT ANY ADDITIONAL RISK ASSOCIATED WITH THE USE OF ANY OF THE SERVICES AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THIS AGREEMENT AND ANY FUTURE AMENDMENTS TO THIS AGREEMENT.**

E. **Entire Agreement.** This Agreement, along with the Account Agreements and the Application constitute the complete and exclusive agreement between you and us related to the Services. In addition, this Agreement may amend certain terms and conditions of the Account Agreements. These amendments to the Account Agreements will automatically terminate if this Agreement and your use of the Services terminates, and following termination, the Account Agreements will remain in full force and effect without the amendments made in this Agreement. Except for changes specifically made by this Agreement, all of the terms and conditions of the Account Agreements, **including but not limited to the provisions on the waiver of jury trial and the Fair Credit Reporting Act,** remain unchanged and in full force and effect. In the event of a conflict between this Agreement, including but not limited to any provision of this Agreement regarding multi-signature Accounts, the Account Agreements, or any statement by our employees or agents as to matters relating to the Services, then this Agreement shall control.

F. **Representations and Warranties.** You represent and warrant to us as follows now and each time a Service is used: (a) You are authorized to enter into this Agreement and use the Services you requested in the Application; (b) All financial and other information which you provided in the Application and which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly in writing of any material changes in this information or your financial condition; (c) The Services will only be used for business purposes or to purchase goods and services and/or to obtain cash advances exclusively for business purposes and only in strict compliance with the terms and conditions of this Agreement; (d) You will not become a party to any restructuring of your form of business (such as incorporation) or participate in any consolidation, merger, liquidation or dissolution without our prior written consent; (e) You will notify us, in writing, of any intended change of your name, use of any trade name and the effective date of such change; (f) No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition; and (g) You have not violated, and will not in the future violate, any applicable federal, state or other laws or regulations which may materially and adversely affect your business operations or financial condition.

G. **Default.** You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under the Account Agreements, or any other agreement or arrangement which you have with us now or in the future. You will also be in default if any of the following events occur: (a) You permit your Deposit Account is to be overdrawn or you exceed the credit limit of any associated overdraft line of credit; (b) You fail to make any payment under any of your Credit Accounts or other indebtedness to us or any of our affiliates when due; (c) You provide or cause to be provided to us any false or misleading signatures or representations; (d) A garnishment, judgment, tax levy, attachment or lien is entered or served against you, or against any of the property owned by you; (e) You die, become legally incompetent, are dissolved or your existence is terminated, you cease to operate your business, become insolvent, make an assignment for the benefit of creditors, fail to pay any debts as they become due, a receiver or other custodian is appointed or takes possession of any of your property, or you become the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding; (f) We learn from a credit reporting agency or other source that your financial condition has deteriorated significantly or your debt or available unused credit lines from other lenders, in our opinion, has become excessive; or (g) We have

reasonable cause to believe that you will not be able to repay us, for any reason, any amounts you owe us under this Agreement, agreements governing your Credit or Deposit Account or any other agreement between you and us.

In addition to any Default provision contained in the additional terms for a specific Service, upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice to you pursuant to paragraph H below. We also will have the right to terminate, freeze and enforce our security interest against your Deposit Accounts, and we may refuse to authorize any further transactions by use of the Services. Our failure to take action or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

H. Termination.

(a) You may terminate your use of the Services by providing us with ten (10) days prior written notice at the address listed in the statement for your Accounts (the "Account Statement") and returning any Business BankCards which have been issued under this Agreement. In addition, before you terminate the Bankoh by Phone Services, you must separately cancel all Account transfers you scheduled through the Bankoh by Phone Service. If you do not cancel your Account transfers before you terminate the Bankoh by Phone Service, those transfers and payments may be made.

(b) We may terminate or refuse to renew, if applicable, your use of the Services or cancel any of the Business BankCards, in whole or in part for any reason, at any time without prior notice. Your access to the Services may, for example, be terminated if you are in default under this Agreement, if your Credit Accounts are in default or your Deposit Accounts are closed for any reason, or if you do not use the Services for a continuous period of twelve (12) months or more, or we believe your Accounts and/or the Business BankCards or the Services are being used improperly or illegally. We may also refuse to renew your Business BankCard when it expires, or if you have not used your Business BankCard for twelve (12) consecutive months.

(c) Termination will not affect your liability or obligations under this Agreement for payments or transfers we have processed on your behalf or for any present or future transactions resulting from the use of any Business BankCard and or PIN. At all times Business BankCards will remain our property and must be immediately surrendered to us upon request when this Agreement is terminated, the Account is closed or any Business BankCard is cancelled.

I. Errors and Questions. You agree to examine your Account Statement each month and immediately report any discrepancies or errors by calling us at:

- In Hawaii, U.S. Mainland and Canada, call our 24-hour Bankoh by Phone at 1-888-643-3888.
- In Guam and Saipan, call our 24-hour Bankoh by Phone at 1-877-553-2424.
- In Palau, call (680) 488-2602.

If you fail to notify us of discrepancies or errors within (30) thirty days from the date of any Account Statement containing such information, we will be entitled to treat such information as being correct in all respects.

J. Force Majeure. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of deposits, transfers and payments made through the Services.

K. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts: (a) Where it is necessary for completing a payment or other transaction; or (b) In order to verify the existence and condition of your Accounts for a third party, such as a credit bureau or merchant; or (c) In order to comply with governmental agency or court order; or (d) If you give us your written permission; or (e) To our affiliates or third parties for marketing or other legitimate business purpose, to the extent permitted by applicable law.

L. Exclusions of Warranties. YOU AGREE THAT WE ARE PROVIDING THE SERVICES ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

M. Amendments. You agree with us that we may change (modify, add and/or delete) the terms and conditions of this Agreement, including but not limited to the amount of the fees and charges described in this Agreement or any applicable Fee Schedule at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method such as by including a message on or with your Account statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such

change requires your approval, you agree that your continued use of the Service after the effective date of the change shall constitute your agreement to the change(s), and that you will notify us to cancel your use of the Service prior to the effective date of the change if you do not agree to the change.

N. **Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

O. **Assignment.** You may not assign this Agreement or any of your rights or responsibilities under this Agreement to any other party. This Agreement shall be binding upon your successors, administrators, and personal representatives. We may assign this Agreement, or any of our rights and/or responsibilities under this Agreement, or delegate any or all of such rights and responsibilities to any third party or parties.

P. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

Q. **Headings.** The section headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

R. **Sharing of Information.** You understand and agree that, from time to time, we may receive and exchange information about you and your Accounts with any of our affiliate companies for marketing or other legitimate business purposes, to the extent permitted by applicable law.

S. **Governing Law.** Except where the law of another jurisdiction is expressly referenced, this Agreement will be governed by the laws of the State of Hawaii and applicable U.S. federal laws. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

T. **Jury Trial Waiver.** **You and we each waive our respective rights to a trial before a jury in connection with any disputes related to your Card or Card 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 class member (so called "class action" suits).**

U. **Additional Terms and Conditions.** Please see paragraphs 1 through 11 for additional terms and conditions applicable to Bankoh by Phone Service, paragraphs 12 through 21 for additional terms and conditions applicable to Business BankCard, paragraphs 22 through 28 for additional terms and conditions applicable to Business Depository Services, and paragraphs 29 through 67 for additional terms and conditions applicable to Bank of Hawaii Visa Check Card for Business and Bankoh Hawaiian Airlines Visa Check Card for Business.

ADDITIONAL TERMS AND CONDITIONS FOR BANKOH BY PHONE SERVICE

In addition to Sections A through U above, the following shall apply to your use of Bankoh by Phone Service:

1. **Application and Agreement.** By opening your Accounts with us, you will be able to utilize our Bankoh by Phone Service to handle Credit and Deposit Account inquiries, and if you provide us with your authorization, to transfer funds and make payments. You understand and agree that by using the Bankoh by Phone Service, you agree to all of the terms and conditions of this Agreement.

2. **The Service.** By using a touch-tone telephone, you may obtain two levels of access to your Accounts. First, you may review and obtain balance information for your Accounts, and you may receive principal balance and estimated payoff amounts for your Credit Accounts (the "Basic Service"). Second, if you request, you may, in addition to the Basic Service, transfer funds between your Checking and Savings accounts, as well as, initiate payments from Checking and Savings Accounts to any of your Credit Accounts with us (the "Full Service"). Access to the Full Service is permitted through use of a personal identification code. It will be your responsibility to ensure that your personal identification code is not disclosed to unauthorized individuals. Under the Service, all balance and payoff amounts are as of closing of the previous business day. We will only be obligated to transfer funds from any of your Deposit Accounts if the Deposit Account contains sufficient collected funds and there are no conflicting claims affecting the Deposit Account. We will not be liable for interest, penalties and/or late fees if we do not complete a transfer of funds from any of your Deposit account which contains insufficient funds.

3. **Automatic Enrollment.** When you open a Deposit and/or Credit Account, you will be automatically enrolled in the Basic Service for that Account, and unless you specifically request otherwise, you will only be able to use the Basic Service for your Accounts. If you request, we will provide you with the Full Service so that you may use all of the Bankoh by Phone Service features for your Accounts. You may also select the Basic Service for some of your Accounts and the Full Service for other Accounts. For example, you may select the Basic Service for

your Savings Accounts and the Full Service for your Checking Accounts. However, you may not terminate the Basic Service for one or more of your Accounts without terminating the Service for all of your Accounts.

4. **e-Bankoh and Designated Accounts.** If you apply for the e-Bankoh for Business Service, the Accounts you select for the e-Bankoh for Business Service may effect your Accounts for the Bankoh by Phone Service. If you select Accounts for the e-Bankoh for Business Service and you have the Basic Service for those Accounts on the Bankoh by Phone Service, those Accounts will be upgraded automatically to the Full Service when you enroll in the e-Bankoh for Business Service. You will need to contact us if you want to only maintain the Basic Service for those Accounts following your e-Bankoh for Business Service enrollment.

5. **Signature Requirements.** All transfer, payment, balance inquiry or other instruction made under this Agreement by means of a personal identification code may be acted upon by us without regard to multiple signature requirements otherwise applicable to Accounts.

6. **Monthly Service Fee.** A monthly service fee, if any, will be assessed against the Deposit Account which you have designated on the Application and will appear on your regular monthly statement for the Deposit Account. Service charges for the Bankoh by Phone Service are listed in the Fee Schedule.

7. **Transfers.** Transfers from your Savings Accounts to your Checking Accounts are limited to the number allowed in the Account Agreement. There is no limit on the number of transfers from your Checking Accounts to your Savings Accounts.

8. **Processing Transfers.** Transfer and payment requests received on a business day and before 11:00 p.m., Hawaii Standard Time will be processed on that day. All other requests will be processed on the next business day. Our business days are Monday through Friday; U.S. federal holidays are not included.

9. **Your Security Measures.** It will be your responsibility to insure that data entry security measures are maintained and that only authorized employees are initiating transfer or payment requests. We will not be responsible for determining the validity of transfers or payment instructions received from you. You understand that we will be relying on your authorized employees to enter the correct personal identification code and Account information. Accordingly, we will not be liable for any unauthorized transfer or erroneous payment instructions received from you and acted upon by us.

10. **Limited Liability.** We shall only be liable for unauthorized, erroneous or incomplete transfers when we have been found to have been negligent. In the event of our negligence, our liability will be limited to the amount of interest lost for funds misrouted which will be calculated by using a rate equal to the average Federal Funds Rate of the Federal Reserve Bank of New York for the period involved, less any applicable reserve requirements. We will not be liable for legal expenses, loss of profits or any other consequential damages incurred by you. We will not be liable for any failure to complete or interruption of transfers caused by events beyond our control.

11. **No Notice of Transfers.** We will not provide you with separate written notice of completed or incompleting individual transfers of funds. All transfers will only be reflected on your Deposit Account Statements. You must notify us within thirty (30) days of your receipt of your Deposit Account Statement of any discrepancies or errors. We will not be liable for any interest or losses resulting from our failure to provide you with such notice as long as we comply with the security measures. If you discover an erroneous or unauthorized transfer, you must notify us immediately at the address listed in Section I above. If you fail to do so, you may be liable for any losses we incur.

ADDITIONAL TERMS AND CONDITIONS FOR BUSINESS BANKCARD

In addition to Sections A through U above, the following shall apply to your use of your Business BankCard(s):

12. **Application and Agreement.** By submitting the Application, you have requested full service and/or non-withdrawal Business BankCard(s) (your "BankCard(s)") for use in our Bank of Hawaii ATMs. You understand and agree that by using your BankCard(s), you agree to all of the terms and conditions of this Agreement.

13. **The Service.** The full function BankCard(s) issued to you can be used to make deposits to and cash withdrawals from your Checking Account that you designated on the Application, at select Bank of Hawaii ATM locations. BankCards which permit only non-withdrawal transactions, such as deposits, can be issued at your request for use by persons who are not authorized to make withdrawals from the Checking Account. In addition, you may have been issued a passcode and/or passcard ("Door Key") which may be required in order to enter the Bank of Hawaii ATM location.

14. **Deposits.** Deposits made into Bank of Hawaii ATMs or a non-automated Business Depository ("Business Depository") under this Agreement will be processed no later than our next business day (generally Monday through Friday, except U.S. federal holidays). Where a cut-off time is posted, the deposit must be completed before that time in order to be processed on the same business day.

15. **Checking Account Withdrawal Limitations.** Withdrawals you make from your Deposit Account at a Bank of Hawaii ATM may not be completed if you do not have sufficient funds in your Deposit Account to do so, or the funds in your Deposit Account are subject to a hold on the funds pursuant to our current hold policy. If you attempt to withdraw funds from your Deposit Account which would result in an overdraft on your Deposit Account, we may reject the withdrawal without payment. We may elect, however, in our sole discretion to create an overdraft by allowing the withdrawal. If we allow the withdrawal and the amount of the overdraft created exceeds your available credit limit for your overdraft Credit Account, if any, we will charge your Deposit Account the service fee for each withdrawal as stated in the Fee Schedule.

16. **Use of the Business Depository.** You will remain solely responsible for all items placed into a Business Depository until removal of the bag by our employees or agents, unless the damage is caused by our gross negligence or deliberate wrongdoing. To reduce the risk of delay, loss or damage to deposits at a non-automated Business Depository, you agree: (a) that no more than one bag will be put into the entry slot at one time; (b) the Business Depository door will be opened a second time to assure that the bag has dropped from the entry slot; (c) only the disposable bags issued by us will be used; (d) your name and Deposit Account number will be written on the bags where indicated; (e) two completed deposit tickets will be included in each bag to be processed; and (f) the Business Depository door will be locked after use.

17. **Processing the Bags.** Deposits will be removed from Bank of Hawaii ATMs and Business Depositories, opened and the contents processed by our employees or agents. Our records will be conclusive proof of the contents of each deposit at the time of receipt, even if inconsistent with the deposit ticket prepared by you. The amount contained in the deposit will be credited to your Deposit Account, subject to all applicable laws, rules and regulations.

18. **Authorized Users.** You will be solely responsible for determining who is an authorized BankCard (whether full service or non-withdrawal) user, and we will not be responsible for verifying that a person using a BankCard and that card's assigned Personal Identification Number ("PIN") is an authorized user. You agree to safeguard all BankCards and PINs as if they are cash, and will immediately notify our customer service center by telephone if any BankCard or PIN is lost, stolen or has been kept by a person who is no longer authorized to use them. You will be responsible for all transactions made with a BankCard, even by an unauthorized person, unless the transaction takes place: (1) after you have notified us that the BankCard or PIN has been lost, stolen or the holder is no longer an authorized user, and (2) we have a reasonable time (not to exceed 24 hours) to act on the notice.

19. **Investigation of Errors.** We will investigate any reported errors or disputed transactions and will promptly notify you of the results. The limits on liability and other consumer protections granted by the Electronic Funds Transfer Act, Regulation E, and similar state laws do not apply to your BankCard transactions. For that reason, you will not have any right to have disputed or possibly erroneous withdrawals provisionally recredited to your Checking Account during the investigation.

20. **Limitation of Our Liability.** You agree that our liability for items placed into a Bank of Hawaii ATM or Business Depository shall be limited to \$5,000.00 per day. In addition, we will not be responsible for any general, indirect or consequential damages caused by loss, damage or delayed posting of the contents of a deposit made under this Agreement.

21. **Fees.** The fees and other charges listed in the Fee Schedule will be deducted from your Checking Account which you designated in the Application.

ADDITIONAL TERMS AND CONDITIONS FOR BUSINESS DEPOSITORY SERVICES

In addition to Sections A through U above, the following shall apply to your use of the Business Depository Services:

22. **Application and Agreement.** By submitting the Application, you have requested our Business Depository Services and to issue you door key(s), which may be a passcode, key or passcard (collectively, your "Door Key"). You understand and agree that by using your Door Key(s), you agree to all of the terms and conditions of this Agreement.

23. **The Service.** Deposits made into Business Depository under this Agreement will be processed no later than our next business day (generally Monday through Friday, except U.S. federal holidays). Where a cut-off time is posted, the deposit must be completed before that time in order to be processed on the same business day.

24. **The Door Key(s).** You acknowledge that you have been issued your Door Key. If you will be using a non-automated Business Depository, the depository, you acknowledge that your Door Key was issued to you. You agree not to lend, give or allow use of your Door Key by anyone who is not transacting business for you. If a Door Key is

lost, stolen or has been kept by a person who is no longer authorized to use it, you will immediately notify the branch that issued it to you.

25. **Use of the Business Depository.** You will remain solely responsible for all items placed into a Business Depository until removal of the bag by our employees or agents, unless the damage is caused by our gross negligence or deliberate wrongdoing. To reduce the risk of delay, loss or damage to deposits at a non-automated Business Depository, you agree: (a) that no more than one bag will be put into the entry slot at one time; (b) the Business Depository door will be opened a second time to assure that the bag has dropped from the entry slot; (c) only the disposable bags issued by us will be used; (d) your name and Deposit Account number will be written on the bags where indicated; (e) two completed deposit tickets will be included in each bag to be processed; and (f) the Business Depository door will be locked after use.

26. **Processing the Bags.** Deposits will be removed from Depositories, opened and the contents processed by our employees or agents. Our records will be conclusive proof of the contents of each deposit at the time of receipt, even if inconsistent with the deposit ticket prepared by you. The amount contained in the deposit will be credited to your Deposit Account, subject to all applicable laws, rules and regulations.

27. In addition, we will not be responsible for any general, indirect or consequential damages caused by loss, damage or delayed posting of the contents of a deposit made under this Agreement.

28. **Fees.** The fees and other charges listed in the Fee Schedule, including the fee for the purchase of a Door Key(s), will be deducted from your Checking Account which you designated in the Application.

ADDITIONAL TERMS AND CONDITIONS FOR BANK OF HAWAII VISA® CHECK CARD FOR BUSINESS AND BANKOH HAWAIIAN AIRLINES® VISA® CHECK CARD FOR BUSINESS

In addition to Sections A through U above, the following shall apply to your use of the Bank of Hawaii Visa Check Card for Business ("Check Card") and Bankoh Hawaiian Airlines Visa Check Card for Business ("Airline Check Card"). The Check Card and Airline Check Card shall be referred to as "Cards" in this Agreement.

29. **Agreement.** This Agreement governs the use of the Cards and associated Personal Identification Numbers ("PINs") by the Authorized Users to make purchases for business-related expenses and services, and to make business-related cash advances and withdrawals. By keeping the Cards for more than seven (7) days after you receive them, or by using the Cards, you are agreeing to the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you must immediately destroy your Cards by cutting them into pieces. You will be responsible for the payment of all transactions arising from the use of any Card which you keep or use.

30. **Business Checking Account.** The Cards are linked to a business checking account you maintain with us (the "Card Account"), which the Authorized Users will access by using the Cards. You must maintain the Card Account or another designated business checking account with us at all times, and if the Card Account is closed for any reason and you have not designated another business checking account with us as the Card Account, this Agreement and the Cards will be terminated. Except for the services described in this Agreement, the Card Account shall be governed by the current business checking account agreement (the "Account Agreement") for the Card Account. In the event of a conflict between this Agreement and the Account Agreement or any other agreement between you and us, this Agreement will control with respect to Card transactions made with the Cards and associated PINs. You understand and agree that the Authorized Users may only access the Card Account by use of the Cards, and we shall not be required to pay checks or other items drawn on the Card Account and bearing the signature of an Authorized User unless the Authorized User is also an authorized signer on the signature card for the Card Account.

31. **Promise to Pay; Fees.** You agree to pay on demand any amounts you owe under this Agreement and to pay all of the fees and charges that we impose for or in connection with the issuance and use of the Cards. The applicable fees listed in the schedule of fees for your Cards and/or Card Account (the "Fee Schedule") will be deducted from the Card Account. You also agree that we may also impose all of the additional fees listed in the Fee Schedule, including, but not limited to, fees for cash withdrawal transactions at ATMs which are not Bank of Hawaii ATMs. We reserve the right to change the fees from time to time, and we will provide you with notice of such changes.

32. **Authorized Users.** Each Card issued will bear your name as well as the name of the Authorized User. You agree not to allow anyone but the Authorized User named on the Card to use the Card. Each Authorized User must sign their Card prior to its first use. The word "use" shall include any presentation of the Card or disclosure of the PIN in any manner which permits any person to purchase goods and services or to obtain cash. You may cancel a Card by telephoning us at the telephone number on the Card Account statement. However, if you initially notify us of the cancellation by telephone, you must promptly confirm the cancellation in writing. You will continue to be

liable for all transactions initiated with a canceled Card and/or its associated PIN up to the first business day following the day on which we receive written notification. You further agree that we will not be liable for consequential damages arising from the use of a canceled Card.

33. **Card Transactions.** Each Authorized User is assigned a spending tier, which you may change from time-to-time by giving us written notice. If you have not designated a spending tier, Authorized Users who are also authorized signers on the Card Account when the Card is issued will be granted the highest level of access, which includes Point of Sale, ATM and Cash Advance transactions. Depending on the spending tier designated for the Authorized User, the Cards may be used for some or all of the following purposes:

(a) **Point of Sale Transactions.** Cards may be used for point-of-sale ("POS") transactions to purchase goods and services for business purposes with merchants who accept Visa branded cards (a "Visa Purchase"). Cards that have been granted the highest level of access may also be used for bill payments or purchases at merchant locations that have point of sale terminals displaying the logo of one of our participating networks (a "Debit Purchase"). Debit Purchases may or may not require a PIN. Merchants must provide you with a processing choice if they support this option. Debit Purchases do not qualify for the benefits of Visa Purchases. Some merchants allow you to withdraw cash from your designated Card Account as part of your purchase transaction, and those merchants set all dollar limits and other rules for those transactions. However, we are not responsible for the refusal of any merchant to accept or honor a Card.

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

(b) **ATM Transactions.** Certain spending tiers permit Authorized Users to make transactions by ATM. This will enable the Authorized User to obtain cash at any Bank of Hawaii ATM or other ATM displaying the Visa logo ("ATMs"). The number and amount of transactions which can be made in one day through ATMs will be restricted depending on the Authorized User's spending tier. You agree to take all necessary steps and institute all appropriate precautions and security measures to protect and maintain the secrecy and security of each PIN. You further agree to instruct the Authorized Users concerning the proper business use of the Cards and the appropriate procedures which must be followed to maintain the confidentiality and security of the Cards and the associated PINs. If you or the Authorized Users permit someone to use a Card and associated PIN, you will be liable for all Card transactions and cash withdrawals which may result. All ATM transactions performed with the Cards are subject to the cutoff times established from time to time by the owners or operators of the ATM for processing ATM transactions, and any ATM transaction initiated after the cutoff time will be posted to your Account on the following business day.

(c) **Cash Advance Transactions.** If one or more of the Authorized Users is authorized to conduct cash advance transactions, those Authorized Users may make withdrawals, either in cash or by purchasing travelers cheques or any negotiable instrument, at Bank of Hawaii branches and at any bank which honors Visa cards.

34. **Authorized User Transaction Limits.** Each Authorized User's spending tier determines the type and amount of the transactions he or she may perform in a single day.

(a) **Exceeding the Limits.** You understand and agree that each Authorized User's transaction activity will only be limited by either the daily limit set for the type of transaction or the amount of collected funds in the Card Account. You agree that the Authorized Users will not exceed these designated limits, and that we have the right to deny any transaction if the transaction will cause an Authorized User to exceed those limits or the collected balance in the Card Account. If the Authorized Users initiate transactions which exceed those limits, we can charge all transactions to your Card Account without giving up any of our rights under this Agreement. In addition, if we permit Authorized Users to exceed their limit on any occasion, we are under no obligation to do so in the future. When an Authorized User exceeds this limit, you will be in default under this Agreement. We have the right to change these limits from time to time. We also have the right to refuse to allow any transaction if there are insufficient collected funds, or if the transaction will cause an Authorized User to exceed his or her daily transaction limit.

(b) **Further Limitations.** The amount an Authorized User may withdraw in a single transaction may be less than the assigned spending tier under certain circumstances. For example, an ATM or an ATM network may become inoperative or may be unable to communicate with its authorization center. When this occurs, the

Authorized User may not be able to withdraw funds from the Card Account, or the Authorized User may be limited to an amount less than the Authorized User's transaction limit until such time as the ATM, network, or authorization center is back in service.

35. **Deposits.** Your Card and PIN may be used to make deposits to your designated Account at select Bank of Hawaii ATMs ("Depositories").

(a) Processing of Deposits. Deposits made into a Depository will be processed no later than our next business day. Where a cut-off time is posted, the deposit must be completed before that time in order to be processed on the same business day.

(b) Responsibility for Items Deposited. You remain solely responsible for all items placed into a Depository until their removal by our employees or agents, unless the loss or damage is caused by our gross negligence or deliberate wrongdoing. To reduce the risk of delay, loss or damage to deposits in those Depositories where the use of a deposit bag is required, you agree: (a) to use only those disposable bags issued by Bank of Hawaii; (b) that your name and account number will be written on the bag where indicated; and (c) that two completed deposit tickets will be included in each bag to be processed.

(c) Processing of Deposits. Deposits will be removed from Depositories, opened and the contents processed by our employees or agents. Our records will be conclusive proof of the contents of each deposit at the time of receipt, even if inconsistent with your deposit ticket or the slip generated by the Depository. The amount contained in the deposit will be credited to your Card Account, subject to all applicable laws, rules and regulations.

(d) Limitation of Liability for Deposits. You agree that our liability for items placed into a Depository shall be limited to \$5,000 per day. In addition, we will not be responsible for any general, indirect or consequential damages caused by loss, damage or delayed posting of the contents of a deposit made under this Agreement.

36. **Overdrafts.** Unless you have a separate overdraft line of credit with us, you may not overdraw the Card Account or any other business checking account you maintain with us under any circumstances. If you do, you will be in default under this Agreement, the Account Agreement and other any other related agreement. As a result, we will be under no obligation to authorize any additional transactions. If we pay a transaction initiated with a Card which results in an overdraft in your Card Account, you agree, upon receiving notice, to immediately deposit sufficient funds to the Card Account to cure the overdraft. You agree to pay all fees contained in the Fee Schedule associated with such overdraft.

37. **Account Debits.** Any use of a Card by an Authorized User or any other person allowed to use a Card shall authorize us to charge your Card Account for the amount of any purchase, cash advance, or other withdrawal. You waive any right to stop payment on any Card transaction. If the payment of a Card transaction would overdraw the Card Account, we have the option to charge all or a portion of the transaction amount against any other deposit accounts you maintain with us. You agree that we may pay Card transactions in any order we choose, including paying Card transactions prior to checks and other items drawn on the Card Account. We also have the right to place immediate holds on funds in the Card Account in order to pay for Card transactions which we have authorized and are subsequently presented to us for payment. If you gain access with the use of a Card to an account which is not properly available to you, we can charge or credit the transaction to the Card Account or any of your existing business checking accounts.

38. **Setoff; Security Agreement.** We reserve our right of set-off against any obligation we owe you, such as the balance in the Card Account and any other deposit account you maintain with us. By keeping or using the Cards, you grant us a Uniform Commercial Code security interest in the Card Account and any other deposit account you maintain with us, currently or in the future, to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and enforce our security interest without prior notice to you.

39. **Default.** You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under any other loan, deposit or banking services agreement or arrangement which you have with us now or in the future. You will also be in default if any of the events set forth in paragraph G on page 25 occur.

Upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice to you and recover possession of all Cards which have been issued to you. We also have the right to deny all Card or other transactions relating to the Card Account and we may immediately charge the Card Account for accumulated Card transactions. We also will have the right to terminate, freeze and enforce our security interest against the Card Account and any other deposit account you maintain with us, and we may refuse to authorize any further Card transactions and return unpaid any checks or other items drawn on the Card Account or any other business checking account you maintain with us which may have been presented to us for payment. Our

failure to take action or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

40. **Transaction Authorizations and Card Limitations.** Certain purchases and cash advances may require an authorization from us or our service bureau prior to completion of the transaction. In some cases, the Authorized User may be asked to provide identification. If the authorization system is not functioning, we or our data processor may not be able to authorize a transaction even if the Card Account has sufficient funds and you or your Authorized Users are within the established limits. We may also limit or refuse to complete an Electronic Fund Transfer if necessary for security reasons. We will not be liable to you or the Authorized User if any of these events should occur and a transaction is not authorized and completed.

41. **Returned Merchandise.** If an Authorized User subsequently returns merchandise or requests credit for services purchased with the Card, the merchant or other third party may furnish the Authorized User with a credit slip or receipt. You must save this credit slip or receipt and compare it with your Card Account statement. We will not process any credit transaction to the Card Account without a proper credit issued by the merchant. When a credit transaction has been processed and credited to the Card Account, you agree that we will not be required to refund any finance charges or other charges which may have accrued against any related overdraft line of credit because of the initial debit to the Card Account, nor will we be required to pay interest which would have been earned in the absence of the initial debit.

42. **Lodging Reservations and Merchant Authorizations.** Under certain circumstances, a hotel may require the use of a Card to hold reservations, and such use may result in a hold on the collected funds in your Card Account (a "Guaranteed Reservation"). If an Authorized User cancels any Guaranteed Reservation made using the Card, the Authorized User must obtain a cancellation number. If the Authorized User fails to do so, the hold placed for the Guaranteed Reservation will not be canceled and the amount will be held against the collected balance in the Card Account. This may limit the future transactions by all Authorized Users. Further, if the hotel subsequently charges the amount of the Guaranteed Reservation to the Card Account, we will not be obligated to recredit the Card Account if the Authorized User fails to obtain a cancellation number, even though the charge was an error and you followed the error resolution procedures contained in this Agreement. In addition, authorizations issued for Card transactions at non-hotel merchant locations must be canceled when an Authorized User initiates a Card transaction and subsequently uses another form of payment for the transaction such as a credit card or cash, since failure to have the authorization canceled may also result in a hold on funds in the Card Account and limit future transactions by all Authorized Users.

43. **Lost or Stolen Cards and PINs.** If you believe that a Card and/or its associated PIN has been lost or stolen, you must notify us AT ONCE. Telephoning us at the telephone number on the Card Account statement is the best way of initially notifying us and reducing your possible losses. However, if you initially notify us by telephone, you must promptly confirm such notice in writing. You will continue to be liable for all transactions initiated with the Card and/or its associated PIN up to the first business day following the day on which we receive written notice. When you notify us, we will cancel the Card and associated PIN and issue a replacement Card to the Authorized User. If you fail to notify us that a Card and/or associated PIN has been lost or stolen, you could lose all of the money in the Card Account. You further agree that we will not be liable for consequential damages arising from the unauthorized use of the Card.

(a) **Unauthorized Visa Transactions.** Upon notification from you of an unauthorized Visa transaction, we will immediately evaluate your claim, and will limit your liability to zero provided that you were not grossly negligent or fraudulent in the handling of the Card or Card Account. Written notification must be received within 60 calendar days of the mailing date of the first statement showing any unauthorized transactions. We may increase this limit if, based upon substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the Card or Card Account. We will provide you with provisional credit for unauthorized Visa transactions within five business days from receipt of written notification indicated above. An "unauthorized Visa transaction" EXCLUDES either or both: (1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; and/or (2) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account holder.

This section does not apply to ATM transactions or purchases made using the "ATM" or "Debit" functions of a merchant terminal (also known as "PIN-based" purchases).

44. **Account Statement; Account Information.** Each month you will receive a Card Account statement which will describe all Card transactions. This information should be compared to receipts from merchants and ATMs to insure that transactions were processed correctly. You understand and agree that Authorized Users who are authorized to make ATM transactions will be able to obtain daily balance and other information about the Card

Account. If you wish to restrict Authorized Users' access to such information, you must not authorize ATM transactions by those Authorized Users.

45. **Error Resolution Procedure.** If you notify us of an error or discrepancy in your Card Account statement within the time limitation described in paragraph I on page 26 above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of Visa U.S.A. (or in the case of foreign transactions, Visa International). We will have no obligation to credit the Card Account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

46. **Credit Information.** If you sign an application related to the Cards which allows us to obtain a credit report and any other information about your creditworthiness, the authorization will be deemed to extend to the creditworthiness of any of your principal owners. Any unfavorable information will be grounds for us to deny your application or terminate this Agreement or other agreements or accounts you may have with us. By issuing Cards to you, we are relying on all financial and other information you have given us from time to time. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations under this Agreement.

47. **Card Conversion.** You may convert your Card from Check Card to Airline Check Card or from Airline Check Card to Check Card by submitting a completed application to us. If your application is approved and the Cards are converted from Check Card to Airline Check Card, miles will begin to accrue when the Airline Check Cards are issued to you, and we will not award miles for prior purchases made on your Check Card. If you convert your Card from Airline Check Card to Check Card or close your Airline Check Card, you will lose all miles accrued during the current statement cycle.

48. **Disclosures of Account Information.** In the ordinary course of business, you agree that we may disclose information about the Card Account to credit bureaus, and merchants and other third parties you pay with the Cards:

- (a) If it is necessary for completing a Card transaction; or
- (b) In order to verify the existence and condition of the Card Account, including, but not limited to, whether there are sufficient funds in the Card Account to cover a Card transaction or a check or other item drawn on the Card Account; or
- (c) In order to comply with government agency or court orders; or
- (d) If you give us your written permission.

You acknowledge and agree that we may disclose information about the Card Account or any other deposit account you have with us to an account or check verification service if any authorization for a Card transaction is denied or if any check or draft drawn on the Card Account or any other business checking account you have with us is returned for insufficient funds, or if we close the Card Account or any other deposit account you have with us because of unsatisfactory handling, fraud attempted fraud or criminal activity. Information that we normally report includes the name, address and federal tax identification number of the account holder and whether we closed the account for cause. The account or check verification service may supply that information to other financial institutions or agencies. You specifically authorize the sharing of information about the Card Account among us and any of our affiliates.

49. **Damages, Attorneys' Fees, Costs and Interest.** You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any current or former Authorized User or any of your current or former officers, employees, agents or representatives. In the event we take any legal action under this Agreement to collect overdrafts on the Card Account or any other amounts you owe us, or because you break any other promise under this Agreement, or if we become involved in any other litigation or proceeding initiated by a third-party, including but limited to our responding to an attachment, garnishment or levy with respect to the Card Account, you agree to reimburse us for any costs and expenses we incur, including, but not limited to, our reasonable attorneys' fees, together with interest at the maximum interest rate allowed by law, and you further agree that we may charge those amounts against the Card Account without prior notice to you.

50. **Foreign Transactions.** All transactions into or from the Card Account will be stated in U.S. dollars. For transactions outside of the U.S., Guam, Saipan, Palau, the U.S. Virgin Islands or Puerto Rico, an International Service Assessment fee will be applied to the transaction amount, whether originally made in U.S. dollars or a foreign currency, as set forth in the Fee Schedule. If your transaction is made in a foreign currency and converted to U.S. dollars by Visa when the item is processed, the exchange rate between the transaction currency and the billing

currency used for processing international transactions is a rate selected by Visa. Visa selects the rate from the range of rates available in wholesale currency markets from the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. We do not determine the currency conversion rate which is used.

51. **Business Days.** Our business days are Monday through Friday. U.S. federal holidays are not included.

52. **Notices.** We may provide notice to you under this Agreement by mailing the notice to your current address in our records. Any notice you provide to us pursuant to the Agreement must be in writing and sent to us at the address listed on the Account statement. To the extent allowed by applicable law, we may provide you with notices by electronic mail or through an Internet website.

53. **Electronic Signatures.** From time-to-time, we may offer methods for ordering Cards, changing spending tiers, and making other changes to the Cards on an Internet web-site, by electronic mail or by telephone. You agree that we may rely upon instructions received through those methods to the same extent that we rely on written communications received from you, and for the purposes of this Agreement, those electronic instructions will be considered to have been given in writing.

ADDITIONAL TERMS FOR AIRLINE CHECK CARD ONLY

54. **HawaiianMiles Program.** There is a separate HawaiianMiles Program Terms and Conditions agreement which describes your rights and obligations as a member of the HawaiianMiles frequent flyer program operated by Hawaiian Airlines, Inc. (the "HawaiianMiles Terms and Conditions"). The HawaiianMiles Terms and Conditions has or will be mailed to you directly from Hawaiian Airlines, and is also available on the airline's website, www.HawaiianAir.com. We are not liable to you for errors or omissions made by Hawaiian Airlines or any other person with regard to descriptions or administration of the HawaiianMiles program. The HawaiianMiles frequent flyer program account where Hawaiian Airlines will credit miles earned through use of your Airline Check Card is called the "HawaiianMiles Account".

55. **Change of Checking Account Terms.** If your Card Account agreement does not already contain this provision, this Agreement changes the terms of your Card Account agreement by adding: "Funds on deposit in your Checking Account may ordinarily be withdrawn by you without prior notice. We do, however, reserve the right to require seven (7) days prior written notice of any withdrawal from your Checking Account."

56. **Fees.** You agree to pay the monthly participation fee set forth in the Fee Schedule. This fee is in addition to other fees which apply to your Card Account and Airline Check Card, and will be charged to your Checking Account.

57. **Who Can Earn Miles.** To earn Miles through your Airline Check Card, you must have an open and active HawaiianMiles Account which you have designated to receive your earned miles. If you do not have a HawaiianMiles Account, we can assist you in requesting one from Hawaiian Airlines. Airline Check Card may not be available in all jurisdictions. Airline Check Cards may be used wherever Visa Check Cards are accepted worldwide.

58. **How Miles Are Earned.** We will ask Hawaiian Airlines to credit your HawaiianMiles Account for qualified Airline Check Card purchases ("Miles") at the rate of 1 mile for each \$2 in qualified purchases. Miles are based on net purchases (i.e., less credits and returns), and is rounded to the nearest whole mile. The following transactions with your Airline Check Card do not qualify for Miles: ATM transfers or withdrawals, withdrawals of cash or cash equivalents, cash advances, purchases of traveler's cheques or equivalents, purchases made using the "ATM" or "Debit" functions of a merchant terminal (also known as "PIN-based" purchases), and payment of any amounts you owe us such as loan payments and bank fees.

59. **Adjustments.** We may ask Hawaiian Airlines to adjust Miles which have been credited to your HawaiianMiles Account if we determine that an error was made in calculating or posting the Miles.

60. **Cardholder Coordinator for HawaiianMiles Account.** All Miles earned by use of your Airline Check Card will be credited to your company's HawaiianMiles Account and will only be accessible by the coordinator designated from time-to-time by the company holding the Card Account.

61. **Redemption and Expiration of Miles.** The redemption and expiration of Miles is governed by the HawaiianMiles Terms and Conditions. Hawaiian Airlines has reserved the right to change the frequent flyer rewards available, the miles required for rewards, and to place restrictions on the availability of rewards from time to time. We do not have any control over those changes, nor any obligation to notify you of changes in the HawaiianMiles program.

62. **Suspension Due to Third Parties.** The accrual and posting of Miles to your HawaiianMiles Account may be suspended or delayed if events occur that are beyond our control, such as computer equipment or electronic data

transmission failure, strikes, acts of God, civil disturbances, or changes in the HawaiianMiles program and shall not be liable for any loss, claim, expense, accident or inconvenience that may arise in connection with the redemption or use of any reward.

63. **Our Responsibility for Miles and Rewards.** Our responsibility to you with respect to Miles ends when we ask Hawaiian Airlines to credit your HawaiianMiles Account based on your qualified Airline Check Card purchases. For that reason, we are not responsible for any discrepancies with regard to the HawaiianMiles program and shall not be liable for any loss, claim, expense, accident or inconvenience that may arise in connection with the redemption or use of any reward.

64. **Tax Liability.** Earning and redeeming Miles may result in tax liability to you or the reward recipient. We will report any information required by applicable tax laws, but determining whether or not you must pay taxes based on Miles earned or redeemed is your sole responsibility.

65. **Information Sharing.** You understand and agree that in order to properly have Miles credited to your HawaiianMiles Account, it is necessary for us to share your Airline Check Card transaction information with Hawaiian Airlines and its HawaiianMiles administrators. By accepting offers made by Hawaiian Airlines or merchants which award extra miles or other benefits based on purchases made with your Airline Check Card, you authorize us to disclose any information reasonably necessary to permit the extra credit or benefits to be awarded to you.

66. **Remedy for Breach of Agreements.** If you are in violation of any material term of this Agreement or any of your other agreements with us, we reserve the right to: (1) immediately terminate this Agreement, or (2) suspend having Miles credited to your HawaiianMiles Account.

67. **Termination.** This Agreement may be terminated by us as provided in paragraph H above. If caused by governmental order or termination of Hawaiian Airlines' participation, this Agreement may be terminated immediately and without advance notice. You may terminate your participation under this Agreement at any time by writing to us at any of our branches, but you will not be entitled to any refund of Card participation fees which have already been paid.



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