



## Amendment to Business Agreements

Please read and keep this with your account disclosures for future reference.

The following are changes to your **Business Deposit Account Agreement** (“Business Deposit Agreement”), and **Business Services Agreement for Bankoh by Phone®**, **Business BankCard**, **Bank of Hawaii Visa® Check Card for Business**, and **Business Depository Services** (“Business Services Agreement”) which are also contained in the booklet titled **Business Account Agreements**:

### Change to Business Deposit Agreement and Business Services Agreement

We have changed the name of the “Bank of Hawaii Visa® Check Card for Business” to “Bank of Hawaii Visa® Debit Card for Business”.

Therefore, all references to “Bank of Hawaii Visa® Check Card for Business” in the Business Deposit Agreement, Business Services Agreement, Fee Schedule and any other applicable Bank of Hawaii agreement shall refer and apply to the “Bank of Hawaii Visa® Debit Card for Business”.

### Changes to Business Deposit Agreement

The following are changes to your Business Deposit Agreement:

1. The entire section titled “**Bankohana for Business Accounts**” is replaced in its entirety with the following:

**“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 level’s designated combined balance requirement. Depending on the account level balance you agree to maintain, you will receive discounts or fee waivers on various products and services. 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 levels of Bankohana Business accounts, a \$25,000 level and a \$50,000 level. 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 for that level 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.

Balance Calculation. We determine the combined average daily balance in your related Bankohana Business accounts three business days prior to the last business day of that statement cycle by adding 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 balances 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.** If you have a Bankohana for Business \$50,000 Checking account, you will receive a \$50 discount on your check order through Bank of Hawaii once per year.
- **Safe Deposit Box Rental.** If you have a Bankohana for Business \$50,000 Checking account, you may receive a \$30 discount applied towards safe deposit box rental fees at the time your rental payment is due. One discount is available per Bankohana Account. Rental is subject to availability. Automatic payment of your rental fee from a Bank of Hawaii checking or savings account is required.
- **Additional Interest.** 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 rates by contacting our 24-hour Customer Service Center or visiting a branch. 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.
- **Other Services.** If you have a Bankohana for Business \$50,000 Checking account, you will have your first 300 deposits, checks paid and/or items deposited at no charge for each month. If you have a Bankohana for Business \$25,000 Checking account, you will have your first 150 deposits, checks paid and/or items deposited at no charge for each month.

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. You may request a consolidated 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. The Bankohana combined statement does not necessarily indicate the related accounts that count towards the combined balance requirement."

2. The subsection titled "**Cutoff Hour**" in the section titled "**DEPOSITS**" is replaced with the following:

**"Day of Deposit/Cutoff Hour.** Every day is a business day except Saturdays, Sundays and U.S. federal holidays. For deposits made at a Bank of Hawaii branch on a business day, that day will be considered the day of your deposit. For deposits made at a Bank of Hawaii branch on a non-business day (i.e. Saturday, Sunday or U.S. federal holiday), the day of the deposit is the next business day.

For deposits made at a Bank of Hawaii ATM before the cutoff hour established for that location, that day will be considered the day of your deposit. For deposits made at a Bank of Hawaii ATM after the cutoff hour established for that location, the day of deposit is the next business day. Cutoff hours are posted on Bank of Hawaii ATMs and vary by location."

3. The entire section titled "**FUNDS AVAILABILITY**" including the subsection titled "**Additional Rules for Accounts in the State of Hawaii**" in the Deposit Agreement and "**Additional Funds Availability For State Of Hawaii Only**" in the Business Deposit Agreement is replaced in its entirety with the following:

#### **"Funds Availability**

In some circumstances, we may either wait to credit your account, or credit your account but place a "hold" on the amount of a deposited check or item until 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 Rules for Accounts in the 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 ask if you need to be sure when funds from a deposit will be available.

For accounts opened online, funds we obtain by electronic transfer from another institution to open the account will be available within 2 to 4 business days after the date your online account was credited.

#### **Additional Rules for Accounts in the State of Hawaii**

**Your Ability To Withdraw Funds.** Our general policy is to make funds from your cash and check deposits available to you for withdrawal on the business day of your deposit. Electronic direct deposits also will be available on the day we receive the deposit. Once they 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 or at a Bank of Hawaii ATM 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 have a cutoff hour as early as 12:00 noon), we will consider that day to be the day of your deposit. Cutoff hours are posted on Bank of Hawaii ATMs and vary by location. If you make a deposit after the cutoff hour or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

**ATM Deposits.** If you deposit cash or checks at a Bank of Hawaii ATM (whether before or after the cutoff hour) on any calendar day, up to \$200 of the amount may be withdrawn by ATM, point-of-sale transaction, and/or in person at one of our branches. The same availability applies to ATM deposits made that day by any other cardholder. The remainder of the deposit(s) that day will become available (e.g., by ATM, POS or check) on the next business day.

Note: If you make a deposit to a Bank of Hawaii ATM which does not permit deposits to be made in an envelope, you will receive access to all of your ATM cash deposit on the day of your deposit. Your ATM check deposits, however, will be subject to the \$200 availability limit described in the preceding paragraph.

**In-Branch Weekend and U.S. Federal Holiday Deposits.** Certain of our branches are open on Saturdays, Sundays and U.S. federal holidays. If you make an in-person deposit to a Bank of Hawaii employee at one of those branches, funds from cash and check deposits will be available to you for withdrawal on that calendar day.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. For example, if you make your deposit by mail, at an Instant Teller, or after the cutoff hour, 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 deposits may be available for withdrawal on the first business day after the day of your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 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 business day after the day of deposit.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will 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 to 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.

**Mobile Deposit Service.** For funds availability on deposits made via Mobile Deposit Service, please refer to the e-Bankoh® Consumer Agreement and Disclosure Statement."

4. The last paragraph in the subsection titled "**Payment of Interest**" in the section titled "**INTEREST ON DEPOSITS**" is replaced with the following:

"In all cases, if you close your account or transfer your account to Pending Close Status (refer to Termination/Closing Your Account under Additional Terms and Conditions For Your Deposit Account of the Business Deposit Agreement) before interest is credited to your account, you will 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."

5. The first sentence of the first paragraph titled "**Business Cash Advantage Account**" under the section titled "**INVESTMENT SWEEP SERVICES**" is deleted in its entirety and replaced with the following:

"This account combines the convenience of a Bank of Hawaii business checking account with investments in the Dreyfus Treasury & Agency Cash Management Fund (the "Fund" or "Fund Account")"

6. The first sentence of the third paragraph titled "**The Service**" under the section titled "**INVESTMENT SWEEP SERVICES**" is deleted in its entirety and replaced with the following:

"We will transfer or "sweep" funds between your Business Cash Advantage checking account (your "Checking Account") and the Fund in order to maintain the target balance you designate in your Checking Account (the "Target Balance")."

7. The subsection titled "**Adjustments**" contained in the section titled "**ADDITIONAL TERMS AND CONDITIONS**"

**FOR YOUR DEPOSIT ACCOUNT**" is replaced with the following:

**"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 \$1 or less."

8. The subsection titled "**Overdrafts**" in the section titled "**ADDITIONAL TERMS AND CONDITIONS FOR YOUR DEPOSIT ACCOUNT**" is replaced with the following:

**"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 Debit 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 may 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 immediately available. See "Funds Availability" section. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day.] You will be charged no more than three Overdraft and/or Returned Item fees per account on any one day. No Overdraft or Returned Item fee will be imposed on any day that your end of day available balance is or would have been overdrawn by less than \$5. In addition, no Overdraft or Returned Item fee will be imposed if the item amount is under \$2.50. We may also impose a Continuing Negative Balance fee for each consecutive seven-day period that your account remains in a negative balance condition of \$5 or more at the end of each 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 consecutive seven-day period that your account remains in a negative balance condition of \$5 or more at the end of the business day (See your Fee Schedule. This fee does not apply to analyzed business accounts).

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."

9. The second paragraph in the subsection titled "**Termination/Closing Your Account**" in the section titled "**ADDITIONAL TERMS AND CONDITIONS FOR YOUR DEPOSIT ACCOUNT**" is replaced with the following:

"We will automatically close your account if the account balance is zero for 30 consecutive days. You will receive a final statement indicating the account is closed."

### **Change to Business Services Agreement**

The first sentence in item #3 titled "**Automatic Enrollment**" in the section titled "**ADDITIONAL TERMS AND CONDITIONS FOR BANKOH BY PHONE SERVICE**" is replaced with the following:

"When you open a Deposit Account by signing the sole proprietorship signature card, you will automatically be 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."

### **Change to all Business Account Agreements**

The phone number to call in Palau is changed to (680) 488-3338 in your Business Account Agreements, wherever referenced.

As amended herein, your Business Account Agreements remain in full force and effect.

If you have any questions regarding these changes, please call us.

**In Hawaii:** 643-3888

**U.S. Mainland and Canada:** 1-888-643-3888

**In Guam and Saipan:** 1-877-553-2424

**In American Samoa:** 684-633-2872

**In Palau:** 680-488-3338

**TTY:** 1-888-643-9888