IMPORTANT INFORMATION ABOUT YOUR ONLINE ACCOUNT

Retain a copy. This document contains the terms and conditions that apply to opening, funding, and maintaining your account. Please review the information below and retain a copy for your records. You can print this document while you are reviewing it online. Or, you can contact us for a paper copy by:

Writing to us at: FHB Direct P. O. Box 1959 Honolulu, HI 96805 Or, calling us at: 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam and the Commonwealth of the Northern Mariana Islands (CNMI)

Information included below. This document includes the following items:

- Account Funding Authorization and Agreement
- Schedule of Charges and Other Information for Online Accounts
- Working Together to Protect Your Privacy and Credit Information
- Deposit Account Rules and Regulations and Other Information for Personal Accounts

<u>Your agreement</u>. Clicking on the link to review this Important Information and checking the box to confirm you have reviewed it indicates your agreement to the terms stated below. Please note that only the version of this document that we make available online is what governs. Except for changes we may make in compliance with applicable law, any changes made to this document by any means will not be effective for any purpose.

CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

Read Carefully and Print or Retain a Copy for Your Records

<u>Introduction</u>. This Consent to Receive Electronic Disclosures (the "Consent") is being provided to you by First Hawaiian Bank ("FHB") to inform you of your rights when you electronically receive legally required information and disclosures. You provide your consent by clicking on the link and checking the box to acknowledge you have reviewed the Consent.

<u>Consent</u>. To apply for a deposit account online, you must consent to FHB providing you important information and disclosures electronically. If you do not want to consent to receive disclosures electronically, please visit an FHB branch to apply for a deposit account, as it will not be possible for you to apply for a deposit account online.

<u>Scope of your consent</u>. Your consent to receive disclosures electronically applies to disclosures required by federal and state law, including (i) disclosures and other information we provide to you during the online account opening process (such as fee schedules, account rules, regulatory notices, notices of approval/denial of your application, etc.), (ii) disclosures and other information we provide to our deposit account customers while they maintain an account with us, which may include notices of increases in account fees or charges or changes to the account rules that govern your account, (iii) other account-related information, and (iv) FHB's response to any of your questions about your FHB account. We may also provide disclosures to you in paper form.

<u>Terminating your consent</u>. You may withdraw your consent to receive future disclosures in electronic format by writing to FHB Direct, P.O. Box 1959, Honolulu, HI 96805.

Equipment requirements. To receive and retain information and disclosures in electronic format, you will need a computer and printer; a communications link (usually through a traditional or cellular telephone service provider or a cable connection and a modem or other device for connecting your computer to the Internet); an Internet service provider; a browser that supports 128-bit encryption security; and an email address where disclosures can be sent in electronic format. Disclosures provided are intended to be viewed online with a computer monitor set at an 800 x 600 screen resolution and margins set at 0.50". In order to keep copies for your records, you will need to

have access to a printer or have the ability to download information. Viewing disclosures that we provide in pdf format requires use of the free Adobe Acrobat reader. On the Terms, Conditions, Disclosures and Agreements screen we have provided a link to obtain the software.

<u>Paper copies of disclosures</u>. You may request a written (non-electronic) copy of any disclosures provided to you electronically by writing to FHB Direct, P.O. Box 1959, Honolulu, HI 96805. There is no charge for requesting the paper copies of disclosures delivered electronically.

<u>Keep your email address current</u>. Since FHB may respond to your inquiries electronically, please keep your email address current. You can update your email address by writing to us at FHB Direct, P.O. Box 1959, Honolulu, HI 96805.

ACCOUNT FUNDING AUTHORIZATION AND AGREEMENT

- Applies to Initial Deposit to Open Account Online -

INTRODUCTION

This document describes the two options available for making your initial deposit to open your new deposit account with First Hawaiian Bank ("FHB"). If your application to open your new FHB deposit account is approved, you can make your initial deposit by either mailing us a check, or authorizing an electronic funds transfer. Each option is described below.

<u>Signature Card Reminder</u>: You cannot write checks on your checking account until we have received your completed and signed signature card.

INITIAL DEPOSIT - CHECK SENT BY MAIL

<u>Deposit by mailing check</u>. You can make your initial deposit into your new FHB deposit account by mailing us a check. Please mail your check to FHB Direct, P. O. Box 1959, Honolulu, HI, 96805.

<u>Possible hold on deposit</u>. Our normal procedures for deposits of checks will apply to the check you send us to open your account. In the "Important Information About Your Online Account" that you review as part of the online account opening process, we explain our normal procedures for handling deposits. For example, in the "Deposit Account Rules and Regulations and Other Information for Personal Accounts" (the "Deposit Rules") section, we explain our check hold policy. As stated in the Deposit Rules, if we place a "hold" on your account, we will send you a notice to tell you when the funds will be available for withdrawal.

No cash deposits by mail. Please do not mail us cash for your initial deposit. If you do mail us cash, you agree that our count of the amount mailed to us will be final for all purposes.

Questions? If you have questions about mailing us a check for your initial deposit, please call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI.

<u>INITIAL DEPOSIT - AUTHORIZE ELECTRONIC FUNDS TRANSFER</u>

<u>Deposit by electronic funds transfer</u>. You can make your initial deposit into your new FHB deposit account by authorizing an electronic funds transfer from your account at another United States financial institution. You may deposit up to \$2,000.00 to open your checking or savings account . You may deposit up to \$50,000.00 to open your eCD (Online CD) account. To the extent necessary, the Deposit Rules are modified by the terms and conditions stated below.

<u>Authorization for electronic funds transfer</u>. You hereby authorize First Hawaiian Bank ("FHB") to (i) initiate a debit entry to your account described on the Fund Your Account screen at the depository financial institution listed on the Fund Your Account screen, and (ii) credit the amount to your new deposit account at FHB. You acknowledge that the origination of this electronic funds transfer to your account must comply with the provisions of U.S. law. You also understand that this is an authorization for a one-time electronic funds transfer. This means that you do

not have the opportunity to terminate the authorization because the transaction will occur virtually simultaneously upon your authorization of the transaction.

Electronic funds transfer terms and conditions. These terms and conditions apply to your one-time authorization to make your initial deposit into your new FHB account by an electronic funds transfer. You are authorizing FHB to debit your account at another financial institution and to credit that amount to your new FHB deposit account, in the amount you enter on the Fund Your Account screen. The Deposit Rules contain important information about other types of electronic funds transfers that you can make using your FHB account after it has been opened. There is no fee or charge for the right to make your initial deposit by authorizing an electronic funds transfer.

- 1. **Our Right to Make Changes.** We reserve the right to make changes to these terms and conditions at any time and will give you advance notice of any changes that affect you as required by law.
- 2. Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe that an electronic fund transfer has been made from your FHB account without your permission. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.
- 3. Where to Report. If you believe that someone has transferred or may transfer money from your account without your permission, call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI, or write to us at FHB Direct, P. O. Box 1959, Honolulu, HI 96805. You should also call or write to us at the same phone numbers/address if you believe a transfer has been made using the information from your check without your permission.
 - 4. **Our Business Days.** Our business days are Monday through Friday, except for bank holidays.
- 5. **Disclosing Account Information to Third Parties.** We may disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant:
 - In order to comply with government agency or court orders; or
 - If you give us your written permission; or
 - As described in our privacy policy provided to you when you opened your account, which is also available at any branch.
- 6. **Documentation of Transfers.** Your initial deposit will appear on the first monthly statement you receive for your new FHB deposit account.
- 7. **No Right to Stop Payment.** Your initial deposit is a one-time transaction and you do not have the right to request a stop payment on this transaction. If you have questions about your electronic funds transfer after it has been processed, please call us at the telephone number listed in paragraph 9 below.
- 8. Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft protection credit line.
 - If the system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
 - If you do not have enough money in your account because we placed a hold on your account or the account is subject to legal process or other claim.
 - There may be other exceptions not specifically stated here.

- 9. In Case of Errors or Questions About Your Electronic Transfer. Call us at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam, and the CNMI, or write to us at FHB Direct, P.O. Box 1959, Honolulu, HI, 96805, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the *first* statement on which the problem or error appeared. When reporting an error or requesting more information:
 - Tell us your name and account number.
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving New Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For New Accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For purposes of these rules, an account is considered to be a "New Account" for 30 calendar days after the first deposit to the account was made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.



Ideal if you are looking for an account with protection and savings features all rolled into one.

This account is available to personal accountholders only.

For all checking accounts opened at one of our Hawaii branches, your checking account consists of two subaccounts: a checking subaccount and a money market subaccount. Please refer to our "Deposit Account Rules and Regulations and Other Information for Personal Accounts" for information on transaction limits and other items regarding these subaccounts.

	Minimum Deposit Needed to Open Account	Please refer to the Online Account Opening section on the next page for		
	Mandhha Canina Ohanna	additional deposit and transaction information.		
	Monthly Service Charge Requirements to Waive Monthly	\$6.00 per month. Not applicable.		
	Fee	Not applicable.		
	Interest Rate	Not applicable.		
	First Hawaiian Bank ATM Fees	\$0.00 for making a cash withdrawal or balance inquiry in Hawaii, Guam, or the CNMI.		
Account Opening and Usage	Non-First Hawaiian Bank ATM Fees ¹	 \$2.00 for making a cash withdrawal at a domestic network ATM.² \$5.00 for making a cash withdrawal at a foreign network ATM.² \$0.75 for making a balance inquiry at a domestic or foreign network ATM² 1.00% of the U.S. dollar transaction amount for ATMCard, CheckCard, and Debit Card international transactions.² 		
	be charged a fee for a balance inq disclosed by the machine or termin Bank. 2. Network ATMs include any ATM (or	by us, you may be charged a fee by the ATM operator or any network used, and you may uiry even if you do not complete a funds transfer. The amount and nature of the fee will be nal owner at the time of the transaction. These fees cannot be waived by First Hawaiian other than First Hawaiian Bank or Bank of the West ATMs) that is participating in a network network ATM locations include the U.S., Canada, and U.S. protectorates and territories		
		oreign network ATMs are those located in foreign countries other than Canada or U.S.		
	Stop Payment Fee	\$30.00 per item to stop payment for up to 6 months.		
	Account Closing Fee	\$40.00 if account closed within 180 days of opening.		
	Other Service Fees	Please refer to the Online Account Opening section on the next page for additional deposit and transaction information.		
	Standard Overdraft Coverage	We may authorize and pay overdrafts for the following types of transactions: Checks and other transactions made using your checking account number Certain electronic funds transfers, such as ACH or recurring debit card transactions		
		If you do not want us to pay these transactions, you must opt out of standard overdraft coverage. You may be assessed applicable Special Handling Charges as well as fees by the merchants.		
	Debit Card Overdraft Coverage	We will not authorize and pay overdrafts for the following types of transactions: • Everyday debit card transactions • ATM transactions		
		If you would like us to authorize and pay these transactions, you must opt in to DebitPlus. Special Handling Charges may apply.		
	Special Handling Charge	\$30.00 per item paid or returned. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)		
Overdreft	Special Handling Charge	\$30.00 per item paid for accounts with DebitPlus. (Applies to everyday debit card or ATM transactions.) \$0.00 per item declined, with or without DebitPlus.		
Overdraft Services and Fees	Continuing Overdraft Notification Fee	\$10.00 for overdraft balances not cleared within seven calendar days. (Applies to all overdrafts resulting from checks or certain electronic funds transfers. Also applies to overdrafts resulting from everyday debit card or ATM transactions on accounts with DebitPlus.)		
	Overdraft Transfer Fee	\$12.50 for each overdraft transfer from a Yes-Check account (opened after June 26, 2011) or a savings account linked to a checking account.		
	Maximum Number of Special Handling Charges per Day	5 per day. If your account balance at the end of the day is overdrawn by \$5.00 or less, the Special Handling Charge(s) will be waived for the transaction(s) that caused the overdraft.		
	Posting Order The order in which withdrawals and deposits are processed.	The order in which we process transactions can affect the total amount of fees charged when an account is overdrawn. Transactions are processed and posted together at the end of each business day. We post all credits (such as deposits) before debits (payments from your account). For debits, guaranteed items (e.g. wire transfers, cashed checks, ATM withdrawals or everyday debit card transactions) are posted before those that are not (e.g. checks or ACH transactions). Within each group of transactions, we generally process from the lowest to highest dollar amount. In the case of checks or other items with a serial number, we process by check or serial number from low to high.		
		Note: Holds may be placed on your account (e.g. debit card transactions) that will reduce your available balance and may cause your account to become overdrawn.		



	PoZing Protection Deckage	\$0.00 per month (included with Secure Checking)	
	BaZing Protection Package Safe Deposit Box	\$0.00 per month (included with Secure Checking). \$18.00 discount. Subject to box availability.	
	Check Printing	Free for wallet-style First or Surf Checks. \$3.00 discount for other check styles.	
		The purchase of checks is optional.	
	Returned Deposited Check	\$7.00 each.	
	Image/Item Enclosure Fee	\$2.50 per month. The Image/Item Enclosure Fee will be assessed for each statement period whenever images of credit or debit items such as deposit tickets or cancelled checks (or the originals of items, as long as those are available) are enclosed with your statement.	
	Image CD-ROM Fee	\$6.00 per month. The Image CD-ROM Fee will be assessed for each statement period that an Image CD-ROM is rendered on the account.	
	CheckStorage SM	Optional. With this convenient service, we store images of your cancelled checks for the time period required by law. Your checks will not be returned with your statement.	
	Copy of Cancelled Check or Deposit Slip	Free for the first 6 copies in a statement period. \$2.50 each for copies in excess of the first 6.	
	Counter Check Fee	\$1.00 each.	
	Paper + eStatement Fee	\$5.00 each. The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.	
	Copy of Statement	\$2.50 per page.	
	Special Checking Account Interim Statement	\$5.00 each.	
Other	AskAnyDay SM Interim Statement	\$1.50 each from an ATM.	
Account	AskAnyDay Interim Statement	\$5.00 each, over the counter.	
Fees	Duplicate Statement	\$5.00 each.	
	Checkbook Balancing	\$20.00 per hour.	
	Search Our Files for Records	\$35.00 per hour.	
	Research Rush Request	\$10.00 per request.	
	Audit Confirmation	\$25.00 per request (requested by accounting firms)	
	Signature Guarantee or STAMP Medallion	\$25.00 per document.	
	Garnishment	\$95.00 each.	
	Tax or Other Levy	\$50.00 each.	
	FHB Online®		
	 Online Banking Online Payment Monthly Service Charge External Transfer Fee 	Free for access through the Internet. Additional fees apply to access through money management software (e.g., Quicken®). See Terms and Conditions of FHB Online Service for applicable fees. Free for access through the Internet. Additional fees apply to access through money management software. \$1.00 for each outbound transfer, including POPmoney.	
	Replacement Card Fee	\$20.00 for each replacement ATMCard, CheckCard, and Debit Card.	
	<u> </u>	\$12.00 per wire.	
	Incoming Wire Transfer Fee Inactive Account Fee	\$10.00 for each month account is considered inactive.	
	Abandoned Account Fee	\$45.00 assessed in the month an inactive account is processed for escheat.	
	on Customer's Order	\$10.00 Depending on the payment method you select when closing your account (e.g., Official Bank Check, Wire Transfer, etc.), the current fee will also be assessed, including any applicable postage.	
	Closed for Cause Fee	\$25.00 Assessed at the time the account is closed, if the account is closed for cause (i.e., the account is continuously overdrawn).	
Online Account Opening	Opening Deposit	If you authorize an electronic transfer of funds to open this account, the maximum amount you can transfer to deposit and open this account is \$2,000.00. If you mail in a check for your initial deposit to open this account in an amount that exceeds \$2,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.	

Transaction Limitations

You cannot write checks on this account until we have received your completed and signed signature card. Until we have received your completed and signed signature card, any checks presented to us for payment will be returned unpaid.



Ideal if you are looking for an account with no monthly service charge and no minimum balance requirement.

This account is available to personal accountholders only.

For all checking accounts opened at one of our Hawaii branches, your checking account consists of two subaccounts: a checking subaccount and a money market subaccount. Please refer to our "Deposit Account Rules and Regulations and Other Information for Personal Accounts" for information on transaction limits and other items regarding these subaccounts.

	Minimum Deposit Needed to Open Account	\$100.00 Please refer to the Online Account Opening section on the next page for		
		additional deposit and transaction information.		
	Monthly Service Charge	\$0.00 per month.		
	Requirements to Waive Monthly Fee	Not applicable.		
	Interest Rate	Not applicable.		
	First Hawaiian Bank ATM Fees	\$0.00 for making a cash withdrawal or balance inquiry in Hawaii, Guam, or the CNMI.		
Account Opening and Usage	Non-First Hawaiian Bank ATM Fees ¹	\$2.00 for making a cash withdrawal at a domestic network ATM. ² \$5.00 for making a cash withdrawal at a foreign network ATM. ² \$0.75 for making a balance inquiry at a domestic or foreign network ATM ² 1.00% of the U.S. dollar transaction amount for ATMCard, CheckCard, and Debit Card international transactions. ²		
	be charged a fee for a balance inq disclosed by the machine or termin Bank. 2. Network ATMs include any ATM (or	by us, you may be charged a fee by the ATM operator or any network used, and you may uiry even if you do not complete a funds transfer. The amount and nature of the fee will be nal owner at the time of the transaction. These fees cannot be waived by First Hawaiian other than First Hawaiian Bank or Bank of the West ATMs) that is participating in a network network ATM locations include the U.S., Canada, and U.S. protectorates and territories		
		oreign network ATMs are those located in foreign countries other than Canada or U.S.		
	Stop Payment Fee	\$30.00 per item to stop payment for up to 6 months.		
	Account Closing Fee	\$40.00 if account closed within 180 days of opening.		
	Other Service Fees	Please refer to the Online Account Opening section on the next page for additional deposit and transaction information.		
	Standard Overdraft Coverage	We may authorize and pay overdrafts for the following types of transactions: Checks and other transactions made using your checking account number Certain electronic funds transfers, such as ACH or recurring debit card transactions		
		If you do not want us to pay these transactions, you must opt out of standard overdraft coverage. You may be assessed applicable Special Handling Charges as well as fees by the merchants.		
	Debit Card Overdraft Coverage	We will not authorize and pay overdrafts for the following types of transactions: • Everyday debit card transactions • ATM transactions		
		If you would like us to authorize and pay these transactions, you must opt in to DebitPlus. Special Handling Charges may apply.		
	Special Handling Charge	\$30.00 per item paid or returned. (Applies to checks or certain electronic funds transfers, such as ACH or recurring debit card transactions.)		
Overdroft	Special Handling Charge	\$30.00 per item paid for accounts with DebitPlus. (Applies to everyday debit card or ATM transactions.)\$0.00 per item declined, with or without DebitPlus.		
Overdraft Services and Fees	Continuing Overdraft Notification Fee	\$10.00 for overdraft balances not cleared within seven calendar days. (Applies to all overdrafts resulting from checks or certain electronic funds transfers. Also applies to overdrafts resulting from everyday debit card or ATM transactions on accounts with DebitPlus.)		
	Overdraft Transfer Fee	\$12.50 for each overdraft transfer from a Yes-Check account (opened after June 26, 2011) or a savings account linked to a checking account.		
	Maximum Number of Special Handling Charges per Day	5 per day. If your account balance at the end of the day is overdrawn by \$5.00 or less, the Special Handling Charge(s) will be waived for the transaction(s) that caused the overdraft.		
	Posting Order The order in which withdrawals and deposits are processed.	The order in which we process transactions can affect the total amount of fees charged when an account is overdrawn. Transactions are processed and posted together at the end of each business day. We post all credits (such as deposits) before debits (payments from your account). For debits, guaranteed items (e.g. wire transfers, cashed checks, ATM withdrawals or everyday debit card transactions) are posted before those that are not (e.g. checks or ACH transactions). Within each group of transactions, we generally process from the lowest to highest dollar amount. In the case of checks or other items with a serial number, we process by check or serial number from low to high.		
		Note: Holds may be placed on your account (e.g. debit card transactions) that will reduce your available balance and may cause your account to become overdrawn.		

	BaZing Protection Package	Not available.	
	Check Printing	Fee depends on style ordered. The purchase of checks is optional.	
	Returned Deposited Check	\$7.00 each.	
	Image/Item Enclosure Fee	\$2.50 per month. The Image/Item Enclosure Fee will be assessed for each statement period whenever images of credit or debit items such as deposit tickets or cancelled checks (or the originals of items, as long as those are available) are enclosed with your statement.	
	Image CD-ROM Fee	\$6.00 per month. The Image CD-ROM Fee will be assessed for each statement period that an Image CD-ROM is rendered on the account.	
	CheckStorage SM	Required for this account. With this convenient service, we store images of your cancelled checks for the time period required by law. Your checks will not be returned with your statement.	
	Copy of Cancelled Check or Deposit Slip	Free for the first 6 copies in a statement period. \$2.50 each for copies in excess of the first 6.	
	Counter Check Fee	\$1.00 each.	
	Paper + eStatement Fee	\$5.00 each. The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.	
	Copy of Statement	\$2.50 per page.	
	Special Checking Account Interim Statement	\$5.00 each.	
	AskAnyDay SM Interim Statement	\$1.50 each from an ATM.	
	AskAnyDay Interim Statement	\$5.00 each, over the counter.	
Other	Duplicate Statement	\$5.00 each.	
Account	Checkbook Balancing	\$20.00 per hour.	
Fees	Search Our Files for Records	\$35.00 per hour.	
	Research Rush Request	\$10.00 per request.	
	Audit Confirmation	\$25.00 per request (requested by accounting firms)	
	Signature Guarantee or STAMP Medallion	\$25.00 per document.	
	Garnishment	\$95.00 each.	
	Tax or Other Levy	\$50.00 each.	
	FHB Online®		
	Online Banking	Free for access through the Internet. Additional fees apply to access through money management software (e.g., Quicken®). See Terms and Conditions of FHB Online Service for applicable fees.	
	Online Payment Monthly Service Charge	\$5.99 per month for access through the Internet. Additional fees apply to access through money management software.	
	External Transfer Fee	\$1.00 for each outbound transfer, including POPmoney.	
	Replacement Card Fee	\$20.00 for each replacement ATMCard, CheckCard, and Debit Card.	
	Incoming Wire Transfer Fee	\$12.00 per wire.	
	Inactive Account Fee	\$10.00 for each month account is considered inactive.	
	Abandoned Account Fee	\$45.00 assessed in the month an inactive account is processed for escheat.	
	Remittance of Funds from Account on Customer's Order	\$10.00 Depending on the payment method you select when closing your account (e.g., Official Bank Check, Wire Transfer, etc.), the current fee will also be assessed, including any applicable postage.	
	Closed for Cause Fee	\$25.00 Assessed at the time the account is closed, if the account is closed for cause (i.e., the account is continuously overdrawn).	
	Opening Deposit	If you authorize an electronic transfer of funds to open this account, the maximum amount you can transfer to deposit and open this account is	

Online Account Opening	If you authorize an electronic transfer of funds to open this account, the maximum amount you can transfer to deposit and open this account is \$2,000.00. If you mail in a check for your initial deposit to open this account in an amount that exceeds \$2,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.
	You cannot write checks on this account until we have received your completed and signed signature card. Until we have received your completed and signed signature card, any checks presented to us for payment will be returned unpaid.

Schedule of Charges and Other Information for Regular Savings and eCD Accounts

The following information is accurate as of 03/03/2013

To obtain current interest rate and annual percentage yield information, please call our Customer Service Line seven days a week at 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

REGULAR SAVINGS ACCOUNT

Rate Information

The interest rate on your account is 0.016% with an annual percentage yield of 0.02%.

Your interest rate and annual percentage yield may change.

At our discretion, we may change the interest rate on your account at any time.

Compounding and Crediting Policy

Interest will be compounded daily. If you receive your statement quarterly, interest will be credited to your account quarterly. If you receive one of the Bank's combined statements, interest on the Regular Savings account(s) listed on the combined statement will be credited to your account monthly on the statement date.

If you close your account before interest is credited, you will not receive the accrued interest.

Balance Information

You must deposit a minimum of \$100.00 to open this account.

If you authorize an electronic transfer of funds to open this account, the maximum amount you can transfer to deposit and open this account is \$2,000.00. If you mail in a check for your initial deposit to open this account in an amount that exceeds \$2,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.

A Service Charge of \$4.50 will be imposed every month if the balance in the account falls below \$300.00 on any day of the month.

If your account is subject to the Service Charge and your balance is less than \$4.50, your account will be charged the remaining balance in your account and the account will be closed.

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

Interest begins to accrue on all deposits on the day of your deposit. Deposits received after the cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day we are open, or on a day we are not open, or at a branch open on Saturday, Sunday, or bank holiday, begin to accrue interest on the next business day we are open. Later cut-off times generally apply at branches with extended hours. Business days shall mean Monday through Friday, except for bank holidays.

Transaction Limitations

You are permitted to make no more than six (6) pre-authorized or automatic transfers, or telephonic transfers (including data transmission), other transfers, orders, or instructions (including online transfers if available) or transfers by check, draft, or similar order to another account or third party per calendar month or statement cycle of at least four weeks.

Fee Schedule

See Account Charges (below) for fees that may be imposed against this account.

eCD (ONLINE CD) ACCOUNT

Rate Information

Promotional Rates (Effective 03/03/2013)

Product	Interest Rate	Annual Percentage Yield	Minimum Opening Deposit	
36-month eCD 0.598% 0.60% \$500.00*				
*\$25,000.00 maximum deposit per eCD.				

Current Rates (Effective 03/03/2013)

Product	Interest Rate	Annual Percentage Yield	Minimum Opening Deposit
6-month eCD	0.076%	0.08%	\$500.00
9-month eCD	0.096%	0.10%	\$500.00
12-month eCD	0.126%	0.13%	\$500.00
18-month eCD	0.176%	0.18%	\$500.00
24-month eCD	0.236%	0.24%	\$500.00

You will be paid the interest rate until the Maturity Date of the eCD.

The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

FHB considers the account to be opened when you complete the process of inputting information sufficient to identify you and otherwise permit the Bank to deliver account disclosures to you. The interest rates and annual percentage yields in the Current Rates are accurate at the time delivered based on assumptions concerning the account and based on the additional assumptions that the deposit is received at the time of account opening and the interest remains on deposit until maturity. A late deposit or early withdrawal will reduce earnings. If rates change prior to account opening, any pending applications will be cancelled.

Compounding and Crediting Policy

Interest will be compounded daily. We use the daily balance method to calculate the interest on your eCD. This method applies a daily periodic rate to the principal plus accrued interest in the eCD each day.

Interest begins to accrue on all deposits on the day of your deposit. Deposits received after the cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day we are open, or on a day we are not open, or at a branch open on Saturday, Sunday, or bank holiday, begin to accrue interest on the next business day we are open. Later cut-off times generally apply at branches with extended hours. Business days shall mean Monday through Friday, except for bank holidays.

Interest will be credited to your eCD at maturity.

Balance Information

You must deposit a minimum of \$500.00 to open this account.

If you authorize an electronic funds transfer to open this account, the maximum amount you can transfer to deposit and open this account is \$50,000.00. If you mail in a check for your initial deposit to open this account, the maximum amount you can deposit is \$250,000.00. If you mail in a check in an amount that exceeds \$250,000.00, we will process your deposit according to our normal procedures. Please refer to the Account Funding Authorization and Agreement for details about your initial deposit.

An uncollected funds hold may be placed on any check drawn on another financial institution that we accept as a deposit to open a new eCD, or a deposit at maturity for an existing eCD. Until the hold has been released, you will not be able to make any withdrawals from your eCD. Once any hold has been released, you can withdraw funds, but an early withdrawal penalty may be imposed (see Early Withdrawal Penalties section).

Transaction Limitations

After the eCD is opened, you may not make deposits into the eCD until the Maturity Date.

Once you open your eCD, you can withdraw funds, but an early withdrawal penalty may be imposed if the withdrawal is not made on a Maturity Date or during the grace period following a Maturity Date.

Fee Schedule

See Account Charges (below) for fees that may be imposed against this account.

Early Withdrawal Penalties

If you withdraw any principal before the Maturity Date, a penalty may be imposed. The penalty will not be imposed if the withdrawal is due to the death or mental incompetence of any depositor listed in the account name. The penalty amount (or any portion thereof) will be deducted from the amount withdrawn.

If your Maturity Date falls on a Saturday, Sunday or a holiday, your funds will be available for withdrawal on the last business day before the Maturity Date without being subject to the early withdrawal penalty. If you withdraw your funds on the last business day before the Maturity Date, you will only be paid interest to the withdrawal date.

For all eCDs, the early withdrawal penalty is as follows:

Deposit Term	Penalty
6 months up to and including 1 year	Two (2) months' simple interest on the withdrawn amount, even if that much interest has not yet been earned.
Over 1 year but less than 3 years	Eight (8) months' simple interest on the withdrawn amount, even if that much interest has not yet been earned.

Renewal Policy

Your eCD will automatically renew at maturity. We will send you a notice of maturing deposit prior to maturity. You will have ten (10) calendar days from the Maturity Date to withdraw your funds without being charged an early withdrawal penalty. If automatically renewed, the renewed eCD will be for the same term as the original term, at the interest rate and annual percentage yield in effect on your Maturity Date. We will send you a confirmation of the automatic renewal after maturity. Once renewed and the grace period expires, your eCD will be subject to a penalty for early withdrawal until it matures once again.

In the event you choose to withdraw your funds upon maturity of your eCD, you will not earn interest after the Maturity Date. To withdraw your funds, you must present proper identification and sign a withdrawal form at a branch.

Account Charges for Regular Savings and eCDs

Account Closed Within 180 Days of Opening Date ⁽¹⁾ \$40.00	Returned Deposited Check, each (1)\$7.00
Automated Teller Machine (ATM) Transaction Charges (1) Cash Withdrawal or Balance Inquiry at an FHB ATM in Hawaii, Guam, or the CNMI	Copy of Cancelled Withdrawal or Deposit Slip, per item (1)
ATM (2)	Research Rush Request
International Transaction Fee for ATMCard, CheckCard, and Debit Card ⁽¹⁾⁽³⁾	Abandoned Account Fee (assessed in the month an inactive account is processed for escheat)

Footnotes

- (1) Does not apply to eCDs (Online CDs).
- (2) Network ATMs include any ATM (other than First Hawaiian Bank or Bank of the West ATMs) that is participating in a network and accepts our card(s). Domestic network ATM locations include the U.S., Canada, and U.S. protectorates and territories (including Guam and the CNMI). Foreign network ATMs are those located in foreign countries other than Canada or U.S. protectorates or territories.
- (3) Percentage of the U.S. dollar transaction amount.
- (4) The Paper + eStatement Fee will be imposed each month on accounts that receive a physical paper statement in addition to an eStatement.
- (5) Depending on the payment method you select when closing your account, the current fee (Official Bank Check fee, Wire Transfer fee, etc.) will also be assessed, including any applicable postage.



FACTS	WHAT DOES FIRST HAWAIIAN BANK DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and employment information account balances and overdraft history payment history and credit history		
How?	All financial companies need to share custo In the section below, we list the reasons fin information; the reasons First Hawaiian Bank	ancial companies can share t	heir customers' personal
Reasons we can sh	are your personal information	Does First Hawaiian Bank share?	Can you limit this sharing?
such as to process y	For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus Yes No		
For our marketing p to offer our products		Yes	No
For joint marketing	with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences		Yes	No
For our affiliates' evinformation about yo	veryday business purposes — ur creditworthiness	Yes	Yes
For our affiliates to	market to you	Yes	Yes
For nonaffiliates to market to you		No	We don't share
To limit our sharing	■ Mail the form below Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		
Questions?	Call 844-4444 or toll-free (888) 844-4444		

Mail-in Form			
If you have a joint account, your choice(s) will apply to everyone on your	☐ Do not share	rou want to limit: information about my creditworthiness with your affiliates for their everyday b your affiliates to use my personal information to market to me.	ousiness purposes.
account unless you mark below.	Name		Mail to:
☐ Apply my	Address		First Hawaiian Bank - OSD
choice(s) only to me.			Service Center Attn: Opt-Out
	City State Zip		P.O. Box 1959 Honolulu, HI
	Account #		96805

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What we do	
How does First Hawaiian Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Hawaiian Bank collect my personal information?	We collect your personal information, for example, when you: open an account or apply for a loan apply for insurance or seek advice about your investments make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account-unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include financial companies such as BancWest Investment Services, Bank of the West, Bishop Street Capital Management, First Hawaiian Leasing and FHB Guam Trust Co.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ First Hawaiian Bank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Our joint marketing partners include insurance companies.

M-1724 (Rev. 12/11)

HOW TO PROTECT YOUR CREDIT INFORMATION.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

It's a good idea to check your report periodically with one or more of the major credit bureaus listed below to see that the information is accurate and up to date.

Equifax, Inc. (800) 685-1111 **www.equifax.com**

Trans Union Corporation

(800) 888-4213 **www.transunion.com**

Experian (888) 397-3742 **www.experian.com**

If you believe that we have incorrect information or have reported inaccurate information to a credit bureau, please write to us at:

First Hawaiian Bank • Corporate Compliance Division P.O. Box 1959 • Honolulu, Hawaii 96805

PROTECT YOUR GOOD NAME.

You can take steps to secure your personal information and guard against identity theft, one of the fastest-growing kinds of fraud. (Identity theft occurs when criminals steal your financial information and assume your identity — applying for credit in your name, running up huge bills and generally wrecking your credit history.)

- If you suspect your identity has been stolen:
 - Contact First Hawaiian Bank immediately so we can start closing accounts and clearing your name. Call 844-4444 (from Oahu) or call toll-free (888) 844-4444 (from the Mainland U.S. or Neighbor Islands). From Guam, call (671) 475-7900. From CNMI, call (670) 235-3090.
 - File a police report and call the fraud units of the major credit bureaus:

Equifax (800) 525-6285 Trans Union (800) 680-7289 Experian (888) 397-3742

- Report the incident to the toll-free Identity Theft Hotline of the Federal Trade Commission at 1-877-ID THEFT (438-4338).
 Counselors there can help you resolve problems.
- Learn more about identity theft at www.ftc.gov/idtheft



Deposit Account Rules and Regulations and Other Information for Personal Accounts

Contact us at:

First Hawaiian Bank P. O. Box 1959 Honolulu, HI 96805 844-4444 on Oahu or (888) 844-4444 from the Neighbor Islands, Continental United States, Guam and the Commonwealth of the Northern Mariana Islands (CNMI)

Important Information About Procedures for Opening a New Account

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

What this means for you: When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

INTRODUCTION

Thank you for opening your account with First Hawaiian Bank. This document contains important rules and regulations (the "Rules") governing your new account(s) (except as modified during the online account opening process). It also includes our check hold policy and other important information. Please read these Rules and keep them for future reference.

RULES AND REGULATIONS FOR FIRST HAWAIIAN BANK PERSONAL DEPOSIT ACCOUNTS

When used in these Rules, "you" or "your" means each account owner and each and all of you who signed the signature card for the account. "We," "us," "our" or "Bank" means First Hawaiian Bank. "Account" means the checking, savings, Time Deposit, or other types of deposit accounts available in the future, you open with us as shown on the account signature card.

By maintaining your account with us, you agree (and we also agree) that your account will be subject to the following:

- 1. **Depositor's General Agreement.** You agree to accept and be bound by these Rules; any further special rules or disclosures that apply to particular types of accounts; local banking custom and clearinghouse requirements; the certifications, representations and agreements contained in your account signature card; and applicable laws and regulations, all of which may change from time to time. These Rules apply whether your account is opened in person, online, by mail, or telephone. You also agree to be bound by the terms and conditions included in our initial deposit account disclosure(s) containing account charges and other information applicable to your account. The initial deposit account disclosure is made a part of this agreement by this reference. These Rules will be governed by applicable laws of Hawaii (or of Guam, or the Commonwealth of the Northern Mariana Islands (CNMI), if your account is held at one of our Guam or CNMI branches, respectively) and federal laws and regulations. If you have requested other services in connection with your account, your account will also be subject to the special rules, disclosures, applications and agreements in effect for those services. If there is a conflict between these Rules and something in any special rules or disclosures we may have that apply to particular types of accounts, the special rules or disclosures will prevail. Copies of current documents are available at all branches of the Bank.
- 2. Account Categories. We offer checking, savings and Time Deposit accounts. Checking accounts include our Totally Free Checking, Secure Checking, and similar accounts. (Effective February 1, 2013, Regular and Bonus Checking are no longer available for new accounts. All references to Regular and Bonus Checking in these Rules apply to Regular and Bonus Checking accounts that were opened before February 1, 2013.) Savings accounts include Regular Savings, MaxiMizer, and Money Market Checking accounts. Time Deposits include our Christmas Club, Bank Bill (all types), Premium Bank Bill, eCD (Online CD), and other certificate of deposit accounts or other similar accounts. Not all account types are available at every branch. Our accounts are divided into three general types: personal, business and fiduciary accounts, each of which may be held by you in a variety of different ways. These Rules apply to personal and certain fiduciary accounts only. The Rules applicable to business and other non-personal accounts are explained in our Deposit Account Rules and Regulations and Other Information for Business Accounts. For personal and most fiduciary accounts, we will furnish you separate disclosures with important information about your account before you open it, in accordance with federal law. If there is anything inconsistent between these Rules and those disclosures, those disclosures will prevail for purposes of the particular account or service which is the subject thereof. In addition to the minimum documentation listed below or information

requested in Paragraph 3, you may be asked to provide additional documents when opening the account. Our accounts include:

- A. **Personal Accounts.** There are four ways you may establish a personal account, whether checking, savings or Time Deposit:
- (1) **Individual Accounts.** An individual account may be opened in the name of one person only. The authorization of this person is required for transactions on the account.
- (2) **Joint Accounts.** An account may be opened by two or more persons. If your account is opened in the name of two or more persons, all funds or deposits in the account shall become the property of all such persons as joint tenants with rights of survivorship, and not as tenants in common or as tenants by the entirety. Any one of you is fully authorized to take any action related to the account on behalf of the rest. This includes, but is not limited to, making withdrawals or transfers, writing checks (for checking and Money Market Checking accounts), stopping payment of checks (for checking and Money Market Checking accounts) and preauthorized payments or transfers, making deposits, endorsing checks or other items for deposit, closing the account or receiving funds in the account. However, we may require all of your signatures if there are conflicts among you. Any notice, statement or other material we mail to any one of you will be considered mailed to all of you. If one or more joint account owners owes us a debt that is overdue or in default, we can use any or all of the funds in the joint account to pay it. We may restrict the use of funds in the account if we are served with legal process affecting any one of you. We may refuse withdrawals by any joint owner who has not signed a signature card.

If one of you dies, the other depositor(s) must let us know immediately in writing. The other depositor(s) can withdraw all of the funds in the account.

- (3) **Trust Accounts.** An account may be opened by an individual who names himself or herself as trustee for personal purposes. Other trust accounts may be opened as fiduciary accounts.
- (4) Accounts with Payable on Death (P.O.D.) Authorization. If you have an individual or a joint account and you so wish, you may sign a "payable on death" (also known as P.O.D.) authorization to name a beneficiary who will own the account (subject to other terms of these Rules) after your death, or if this is a joint account, after the last one of you dies. We will, after your death(s), pay the remaining balance of the account to the beneficiary last designated by you according to our records. This authorization cannot be applied to checking accounts and only one beneficiary is allowed per account.

If a natural person named in a P.O.D. authorization is alive at the time of your death (or in the case of a joint account, on the death of the last of you to die), the account will be paid to the person named in the P.O.D. authorization. Death of a natural person named in a P.O.D. authorization before you (or in the case of a joint account, before the last of to die) will terminate the P.O.D. authorization, and the account will be paid to your estate (or in the case of a joint account, to the estate of the last of you to die). If the natural person named in a P.O.D. authorization dies after you (or in the case of a joint account, after the death of the last of you to die) but before the funds can be paid, the funds will be paid to the estate of the person named in the P.O.D. authorization.

The rules in this paragraph apply only in the event that a beneficiary other than a natural person is named in a P.O.D. authorization. If the beneficiary named in a P.O.D. authorization is in existence at the time of your death (or in the case of a joint account, on the death of the last of you to die), the account will be paid to the beneficiary named in the P.O.D. authorization. If the beneficiary ceases to exist before you die (or in the case of a joint account, before the last of you to die), the P.O.D. authorization will terminate and the account will be paid to your estate (or in the case of a joint account, to the estate of the last of you to die). If the beneficiary named in a P.O.D. authorization ceases to exist after you die (or in the case of a joint account, after the death of the last of you to die) but before the funds can be paid, the funds will be paid to the legal representative of the beneficiary named in the P.O.D. authorization.

P.O.D. authorizations are available only at our Hawaii branches; P.O.D. authorizations are not available at our Guam or CNMI branches. If you have an existing account with a P.O.D. authorization at one of our Guam or CNMI branches, the account will be treated as an "in trust for" account as described in Paragraph 2B(2) and is governed by these Rules as applicable. Subject to the foregoing, you can change or delete a P.O.D. authorization during your lifetime by contacting your branch.

- B. **Fiduciary Accounts.** Fiduciary accounts are subject to special legal rules. You may be required to provide us with satisfactory legal documents identifying the rights, duties and responsibilities of the parties. We may refuse to follow your instructions if we believe they are inconsistent with such documents, applicable law or these Rules. Personal fiduciary accounts include the following:
- (1) **Uniform Transfers to Minors Account.** An account may be opened for a minor in Hawaii under the Uniform Transfers to Minors Act subject to certain legal restrictions. An account may be opened for a minor in Guam under the Guam Uniform Gift to Minors Act. You must furnish us the child's Social Security Number and name yourself or someone else to control the account for use and benefit of the minor. This type of account is not available in the CNMI.
- (2) "In Trust For" Accounts. "In trust for" accounts may be opened at our Guam and CNMI branches by designating an account to be held by you (the trustee(s)) "in trust for" one or more other persons (the beneficiaries). If we

have received no evidence of a valid written trust, all funds in such an account will, upon the death of the last surviving trustee, be paid to the beneficiary, if living, or if there is more than one living beneficiary, to the living beneficiaries jointly, subject to our right of setoff against the debts of any of the trustees or any of the beneficiaries. You may revoke the trust designation at any time and may otherwise use the funds, to the extent permitted by law. "In trust for" accounts can no longer be opened at our Hawaii branches. "In trust for" accounts opened at a Guam or CNMI branch and existing "in trust for" accounts at our Hawaii branches are governed by these Rules as applicable.

- (3) **Retirement Savings Plans Accounts.** Individual retirement accounts (IRAs) and similar retirement accounts may be established in accordance with applicable law and our procedures for such accounts.
- 3. **Opening an Account.** Opening an account is subject to our ability to verify your identity and signature. We may require credit and employment references and we may obtain a report from a consumer reporting agency regarding your past handling of accounts. Federal regulations require us to have a correct U.S. taxpayer identification number (U.S. Social Security Number) for all accounts. If your account earns interest, you must certify the taxpayer identification number (unless you are a qualifying nonresident alien and you certify your status). We also have the right to refuse to open an account in any name.
- 4. **FDIC Insurance.** Qualified deposits with us are insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum permitted by law. Your insurance is limited. See the separate disclosures concerning FDIC insurance for more information.
- 5. **Bank's General Rights.** We reserve the right to fix any minimum and maximum balances of your account, to limit the amount of any deposit or withdrawal, and to refuse to accept any deposit whenever we may choose to do so (including the absolute right to refuse to honor or accept for deposit any check or other item which cannot be imaged or reproduced at a reasonable cost). We may establish service charges which will be assessed if the balance in your account falls below the minimum balance we have set and we may change these minimum balances, minimum amounts and service charges from time to time.
- 6. **Deposits.** Deposits can be made in person at any of our branches, or by mail addressed to the branch where your account is maintained. If you qualify and have signed the necessary agreements, deposits can be made by electronic fund transfers or other prearranged methods. If you have a properly encoded ATMCard, debit card, MasterCard®, Visa® card, or any other similar card issued by us now or in the future, you may make deposits to your personal checking or Regular Savings account at certain First Hawaiian automated teller machines (ATMs). Arrangements may be made for automatic deposit of payroll and Social Security payments to personal accounts.

If you deposit checks or similar items in your account, we will act as your agent to collect them. If you have not endorsed the check or item, we have the right to endorse it for you. We may collect a check or other item deposited to your account by sending it for payment directly, or through other banks and clearinghouses, to the party on which it is drawn. If a deposited item is returned for any reason, we retain the right to charge the check or other item back to your account, to impose a reasonable service charge, and to the extent funds are not available in the account, to obtain a refund from you. Our right to charge your account may be exercised by us whether or not the actual check or other item (or a copy) can be returned to you.

If you deposit a "remotely created check" into your checking (all types), Regular Savings (all types), MaxiMizer, MaxiMizer Plus, Money Market Checking, or CheckSweep account, and we receive a claim that the remotely created check was not authorized by the accountholder described on the check, we may contact you for information concerning the remotely created check. A "remotely created check" is a check that does not bear the signature of the person on whose account the check is drawn and was not created by the paying bank. In addition, if we are required to make any reimbursement concerning a remotely created check you deposited, you agree that we can charge any account you maintain with us for the amount of any reimbursement we make and any other amounts associated with the remotely created check. In all cases, we reserve the discretion to permit or reject a deposit of a remotely created check for any reason or no reason.

If you make a deposit at either a branch or a First Hawaiian ATM before our cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after those cut-off times, or on a day we are not open, or at a branch open on Saturday, Sunday or bank holiday, we will consider that the deposit was made on the next business day we are open. The 4:00 p.m. cut-off time described previously is the earliest deposit cut-off hour that might apply. Some of our branches may have later cut-off hours. For deposits made at one of our branches with extended hours (later than our regular hours), later cut-off times generally apply. The cut-off times for ATMs may differ from the cut-off times at our branches. You should ask about the deposit cut-off hour in effect at the location where you make deposits.

We may refuse to accept a check for deposit if we have reason to doubt it may be collected. We may also refuse checks with two or more payees or two or more endorsements if we are unable to verify all signatures.

To protect us against a check or item being returned to us because of nonpayment, we may place a "hold" on the account for the amount of the check or item, which means that the amount may not be withdrawn immediately. Deposits at First Hawaiian ATMs are automatically placed on "hold" until we open the machine and process the deposited amounts and items. ATMs are opened at least once each business day.

If we place a "hold" on your account, we will tell you when the money will be available for withdrawal. We are not responsible for losses on checks and items accepted for collection unless we handle them carelessly. We are not responsible for checks or other items lost after they leave our possession.

Deposits transmitted through one or more automated clearinghouses to your account are provisionally credited until we receive final settlement of the deposit. You acknowledge the provisional nature of such deposits for all purposes and agree to pay back or refund the amount of any deposit for which we do not receive final settlement.

We accept certain items, such as checks payable at foreign locations or in foreign currencies and certain securities, on a collection basis only. We process these items individually and normally credit your account only when we receive payment; however, if we do credit your account and later do not receive payment, we may charge your account.

- 7. **Withdrawals.** Except as otherwise provided by law, or elsewhere in these Rules, you may withdraw funds from your account in the following ways:
- A. Checks (for Checking Accounts). You can write checks on the account for any amount up to the available balance in your checking account or up to the available credit limit if you have a Yes-Check Reserve Line of Credit. Checks must be written in U.S. dollars. For accounts opened online, you cannot write checks on the account until we have received your completed and signed signature card.
- B. In Writing (for Regular Savings and MaxiMizer Accounts). Withdrawals are permitted through payment to you or to a person specified on a non-negotiable withdrawal slip signed by you. You must complete and sign a withdrawal slip and present it at a branch. Withdrawals may also be made upon written withdrawal requests signed by another person, but only if we have received evidence satisfactory to us that the other person has been legally authorized to withdraw money from your account (such as by a court order acceptable to us).
 - C. Checks and In Writing (for Money Market Checking Accounts).
- (1) **Up to Six Checks Per Month.** For Money Market Checking accounts, you are permitted to make no more than six (6) preauthorized or automatic transfers, or telephonic transfers (including data transmission), other transfers, orders, or instructions (including online transfers if available) or transfers by check, draft, or similar order to another account or third party per calendar month or statement cycle of at least four (4) weeks. Checks and other written orders you write can be for any amount up to the available balance in your Money Market Checking account. Checks must be written in U.S. dollars.
- (2) **Withdrawals in Writing.** You are permitted to make withdrawals by completing and signing a non-negotiable withdrawal slip and presenting it at one of our branches. Withdrawals may also be made upon written withdrawal requests signed by another person, but only if we have received evidence satisfactory to us that the other person has been legally authorized to withdraw money from your account (such as by a court order acceptable to us).
- D. Automated Terminals (for Checking and Regular Savings Accounts). If you have a properly encoded ATMCard, debit card, MasterCard®, or Visa® card issued by us, or any similar card issued by us now or in the future, you may use your card to withdraw funds at certain automated terminals (such as First Hawaiian ATMs and any other ATMs that are part of a network in which we participate and in which your card is accepted). You may also use your card at all First Hawaiian ATMs to transfer funds between your First Hawaiian accounts. For a complete listing of the types of withdrawals (and limitations on withdrawals) available at automated terminals, see the separate agreement covering use of your card.
- E. **Point of Sale Transactions (for Checking Accounts).** If you have a properly encoded ATMCard or debit card card issued by us, or any similar card issued by us now or in the future, you may use your card for point of sale purchases from participating merchants. For a description of the available uses of the card, refer to the separate agreement covering use of your card.
 - F. Preauthorized Transfers. Withdrawals can be made by means of preauthorized agreements as follows:
- (1) You may use an electronic device or touch-tone telephone to transfer funds from your account to other First Hawaiian accounts or make payments from your account in amounts and on dates you specify, provided appropriate agreements have been completed.
- (2) You can authorize automatic payments or transfers from your account in amounts and on dates you specify as a result of arrangements and agreements you have made in writing with another person, company, government agency, or us, provided such arrangements and agreements are satisfactory to us.
- (3) For MaxiMizer and Money Market Checking accounts, you may also use a telephone to transfer funds from your MaxiMizer or Money Market Checking account to a linked First Hawaiian Bank checking or Regular Savings account, provided appropriate agreements have been completed. The MaxiMizer or Money Market Checking account authorization to transfer funds by telephone can only be changed or revoked in writing.
- (4) By providing a third party with your account number or other information about your account, you may authorize a third party to issue checks or drafts drawn on your account that you do not sign, which means the third party can transfer funds out of your account. A check that does not bear the signature of the person on whose account the check is drawn and was not created by the paying bank is called a "remotely created check." If your statement shows any remotely created checks that you did not authorize, you need to contact us within 30 days (using the phone number shown above on the first page of the "Important Information" document or on your monthly statement), and we may ask you to sign an affidavit

regarding your claim. When you report a problem to us about a remotely created check, we will forward your claim to the third party's bank. We will not reimburse you for the amount of any claim until we have received reimbursement from the third party's bank. If you do not make a timely report of your claim or if the third party can prove that you authorized the remotely created check, you will not receive any reimbursement.

- 8. **Possible Limitations on Withdrawals.** In addition to limits stated elsewhere in these Rules, we can refuse to permit withdrawals from an account. For example, we may, but in certain cases do not have to, refuse to permit a withdrawal from an account under any one of the following circumstances:
- A. Pursuant to federal regulations, we must retain the right to require a 7-day waiting period before you withdraw money from the Bonus Checking account, the money market subaccounts for both interest bearing and non-interest bearing checking accounts as referred to in Paragraph 20.F of these Rules, Regular Savings account, MaxiMizer account, Money Market Checking account, Christmas Club account, Bank Bill, Premium Bank Bill, Certificate of Deposit or similar types of interest-bearing accounts available in the future. But this does not necessarily mean we will ever ask for the 7-day period. Moneys may be paid by us voluntarily without such notice and without thereby waiving our right to require such notice. In the event we ask for the 7-day period, it will apply to all Bonus Checking accounts, the money market subaccounts for both interest bearing and non-interest bearing checking accounts as referred to in Paragraph 20.F of these Rules, Regular Savings accounts, MaxiMizer accounts, Money Market Checking accounts, Christmas Club accounts, Bank Bills, Premium Bank Bills, Certificates of Deposit or similar types of interest-bearing accounts available in the future, and your funds will be available for withdrawal 7 days after such notice is given.
- B. For Money Market Checking accounts, MaxiMizer accounts and Regular Savings accounts, Federal regulations require us to limit the number of preauthorized, automatic or telephonic transfers you can make from your Money Market Checking, MaxiMizer, and Regular Savings account to six (6) per calendar month or four-week statement cycle. (Please see section 7.C for other restrictions on withdrawals from Money Market Checking accounts.) However, there are no limitations on the number of transfers you can make into your Money Market Checking, MaxiMizer or Regular Savings account. There is no limit on the number of over-the-counter transactions you can make using the non-negotiable withdrawal form. If more than six (6) preauthorized, automatic or telephonic transfers are made in a calendar month or four-week statement cycle, Federal regulations require that we either reclassify the account as a different type of deposit account (which may be subject to different rules and service charges) or close your account. We will provide you advance notice if we reclassify or close your account.
- C. If a withdrawal would include amounts deposited in the form of a check or other item on which we placed a "hold" or amounts pledged as collateral for credit and placed on "hold."
 - D. If a court or government agency orders us not to permit withdrawal.
- E. If you make a withdrawal for more than you have in your account or the funds you wish to withdraw are not yet available.
 - F. If the person with whom you have a joint account tells us not to allow withdrawals.
 - G. You use a type of check that is not acceptable to us.
 - H. You do not present proper identification.
 - I. We have some suspicion of fraud or irregularity.
 - J. We are aware of any dispute pertaining to the account.
- K. If the withdrawal is subject to or prohibited by sanctions, restrictions, or regulations imposed or administered by the U.S. Office of Foreign Assets Control or similar government agency.
- 9. **Interest-Bearing Accounts.** For all interest-bearing checking, savings and Time Deposit accounts, including Bonus Checking accounts, Regular Savings accounts, MaxiMizer accounts, Money Market Checking accounts, and for Christmas Club or similar types of interest-bearing accounts available now or in the future, interest will be paid on deposits at the rate, by the methods, and at the times determined and fixed from time to time by us. For variable rate accounts, you are informed about the interest rate in effect when the account is opened, but the rate is variable and will be subject to change. If you close your account between interest payment dates, you will receive no interest for the current period.
- 10. **Statements; Reporting Errors Promptly.** We will provide statements to you monthly for checking, Money Market Checking, and MaxiMizer accounts. For Regular Savings accounts, statements will be provided at least quarterly. If you receive one of the Bank's combined statements which includes your Regular Savings account, you will receive your Regular Savings account statement monthly. For certificate of deposit (CD) accounts, statements will be provided annually. Periodic statements may not be provided for Christmas Club accounts. For checking accounts, Money Market Checking, and MaxiMizer accounts, we will mail or hold all statements, depending on your instructions. For Regular Savings and CD accounts, we will mail all statements. If we mail your statements and other notices, they will be mailed to you at the last address shown in our records for your account. If your account is a joint account, we will send just one statement. You should record all transactions in your account register and keep your register current by reconciling it with the periodic statements provided by us.

If we hold your statements and they are not picked up within 30 days, we will mail them to you at the last address shown in our records. If mailed statements are returned to us because of an incorrect address, we may stop mailing them to you. If statements and other notices are returned to us undelivered, we may destroy them immediately.

It is very important to examine each statement and report any discrepancies promptly after it is made available. A statement is "made available" at the time we mail it, deliver it, or place it on hold, whichever occurs first. The primary evidence of the amount in your account will be our books and records.

For all transactions involving electronic fund transfers (such as ATM transactions, preauthorized electronic transfers, etc.) made to personal accounts, your rights to correct errors or ask questions are set forth in a notice concerning error resolution procedures which you have received and will receive from time to time. Deposits made by electronic fund transfers or other prearranged methods will be reported in your statement.

For other transactions, you must examine your statement with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss will generally include not only the unauthorized items on the statement, but also any subsequent items involving unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 30 days from when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we use ordinary care. The limitation in this paragraph is in addition to that contained in the preceding paragraph of this section.

- 11. **Fees.** We have provided you with a schedule of charges which lists the fees charged for the account and certain services. If your account requires us to incur special expenses, we may charge you for those also. To the extent required by law, we will notify you prior to any adverse change to our schedule of charges. You agree to pay these fees and charges. You give us the right to collect all fees and charges, as earned, directly from your account balance. You will have to pay our fees and expenses (including, without limitation, collection agency costs, reasonable attorneys' fees even if no lawsuit is filed, and court costs) if we incur any such fees and expenses in connection with (a) any dispute or litigation involving your account in which we are not at fault, or (b) if we file a lawsuit or take any action to collect what you owe us, or (c) as explained in Paragraph 17 of these Rules.
- 12. Checks Cashed Conditionally. All checks cashed, except for Bank checks cashed at the branch on which they are drawn, are cashed conditionally. These checks or other items are subject to final payment to us. If the amount of such check or other item is not received by us, we may charge back the amount to your account, even if the actual check or item is not returned to us.
- 13. **Transferring Account Ownership.** You may not transfer ownership of your account to another party unless you close your account and have the new owner open a new account in his or her name. Your account is not negotiable or transferable. We are not required to accept, pass upon or acknowledge any attempted assignment or notice of a security interest in your account. We will not be bound by such attempts unless we otherwise agree in writing and we may charge a fee for this service. If we do not acknowledge an assignment or security interest in your account, we will not be liable to you or to a third party for any failure to abide by the terms and conditions of the assignment or security interest agreements between you and the third party.
- 14. Inactive Accounts; Unclaimed Property Laws. We will treat your checking account as inactive if it has no transactions (other than transactions we initiate) for one (1) year. We will treat as inactive any Regular Savings, Money Market Checking and MaxiMizer account held at a Hawaii branch if it has no such transactions for three (3) consecutive years. We will treat as inactive any Regular Savings, Money Market Checking and MaxiMizer account held at a Guam or CNMI branch if it has no such transactions for three (3) consecutive years. If your account is inactive we are not obligated to provide you with statements, and the account will remain subject to applicable service charges.

Also, your accounts are normally subject to the unclaimed property laws or escheat laws of Hawaii, Guam, the CNMI or another jurisdiction. Applicable law generally depends on your last known address, as shown in our records. If an account remains inactive for the number of years specified by applicable law, and you do not communicate with us or take other steps specified in that law, we must transfer the proceeds of your account to the relevant jurisdiction, and we will no longer owe you that amount. To avoid that possibility, please periodically communicate with us in writing about any account that has no recent activity.

15. **Setoff.** If you ever owe us money, whether contracted by you alone or jointly and/or severally with another or others, we may use the money from any account you have with us to pay the debt, except as limited by law. This is known as the "right of setoff." For your accounts, including accounts that you hold with others, we may exercise this right of setoff to

repay the debt of just one of you, even if the other accountholder(s) deposited all of the funds in the account. We may choose to place a hold against the account to the extent of our right of setoff rather than immediately deducting the funds.

- 16. **Legal Process.** If we are served with any legal process related to your account (subpoena, writ of attachment or execution, levy, garnishment, search warrants, restraining order, or similar order), we may hold funds or deliver to the levying authority funds in your account and charge a fee to recover our expenses. Depending on the type of order, we will either deliver the funds immediately or hold it for a required period of time. If we use funds from a Time Deposit account, the funds are subject to any early withdrawal penalty that applies. If we are served with any legal process, we may refuse withdrawals until the dispute is resolved if we deem it appropriate to protect our interests. We will not be liable to you even if paying money to a creditor leaves insufficient funds to cover outstanding checks.
- 17. **Conflicting Claims.** If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party to all or a portion of the funds in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the funds in your account during any time necessary to resolve the dispute, claim, or concern to our satisfaction. If we cannot do so, you agree that we may at our option deposit the funds in your account with a court and ask the court to determine to whom the funds belong. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. You agree to reimburse us for our expenses, including attorneys' fees and expenses, arising out of any dispute, claim, or concern and our response to it.
- 18. Closing Your Account. You may close your account at any time by notifying us in writing of your intent to close your account. Writing a check for the balance of your checking account or Money Market Checking account is not sufficient written notice to close your account. You or we may close your Time Deposit at maturity without notice. We reserve the right to close an account for any reason. The account is created for personal use only; in addition to all of our other rights, we may close the account if it is being used for business activity. All rights and obligations which have accrued and damages arising from a breach of these Rules shall survive the closing of your account. If you have periodic payments deposited directly to your account or preauthorized debits subtracted from your account, you must notify the third party initiating the payments or debits if your account is being closed for any reason, or if your account number changes. We are not responsible for payment of any check, withdrawal, or other item once your account is closed, but if we pay a check or withdrawal item after closure, you agree to reimburse us for payment. After your account closes, we may return any debits or payments we receive.
- 19. **Powers of Attorney.** We may refuse to honor powers of attorney which you grant to others. If you want others to have access to your account, see a bank representative well in advance of the date access is required. Powers of attorney will ordinarily not be accepted for fiduciary accounts.
 - 20. Special Checking Account and Money Market Checking Account Policies.
- A. **Bonus Checking Accounts.** Bonus Checking accounts are special interest-bearing accounts from which withdrawals may be made by checks. We reserve the right to convert a Bonus Checking account to a noninterest-bearing account 30 days after mailing a written notice to you.
- B. **Overdrafts.** If you write a check or make an electronic fund transfer (such as an ATM withdrawal or electronic payment) for more money than you have in your account, you will be overdrawn. We may refuse to pay the check or refuse to honor the transfer request. Or, we can pay the check or other transfer request, in which case you must pay us the overdrawn amount at once. The overdrawn amount and any applicable fees will be deducted from funds subsequently deposited into the account, including, without limitation, direct deposits of government benefits (for example, Social Security benefits). Prior payment of any item(s) that overdraws your account does not constitute a promise to pay any future item(s) that overdraw your account. If we decide to honor an item that overdraws your account, you agree to promptly reimburse us for the amount of the overdraft (along with the fees and costs described in Paragraph 11). If you do not want us to authorize and pay overdrafts on checks, certain electronic payments (i.e., ACH or recurring debit card transactions), or other debits, you must opt out for these overdrafts. You may opt out by contacting your branch.

In the event of an overdraft on a joint checking account, each of the joint accountholders will be liable to repay us the overdrawn amount, even if only one of the joint accountholders signed the check or made the electronic funds transfer that caused the overdraft. In any case, we may charge you applicable fees for these overdrafts as shown in the current schedule of charges.

The order in which we process transactions can affect the total amount of fees charged when an account is overdrawn. Transactions may not be processed in the order in which they occurred. See the "Schedule of Charges and Other Information" applicable to your checking account for more information about transaction processing order.

If you are a personal customer and your check is returned by us due to insufficient or uncollected funds, in certain situations some payees may re-present your check for payment electronically. We have no control over whether the payee will utilize this method of collecting funds electronically.

We will not authorize and pay overdrafts for ATM and everyday debit card transactions unless you ask us to. If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you must opt-in for the DebitPlus service.

For personal checking accounts, if you have signed up for our Yes-Check Reserve Line of Credit, we may lend you money to cover the overdraft under the terms of the Yes-Check agreement.

- C. **Stop Payments.** If you do not want us to pay a check, a stop payment request may be made by you orally or in writing. If information you provide us is incorrect, we may not be able to carry out your request, and we will not be responsible or liable to you or anyone else if we do not stop payment on the check. There will be a fee for stop payment requests, as shown in the current schedule of charges. A stop payment order is effective for 6 months, but can lapse after 14 calendar days if the original order was oral and you do not respond to our request for written confirmation within that period. A stop payment order may be renewed for additional 6-month periods by providing us with written notice within a period during which the stop payment is in effect.
- D. **Postdated or Conditional Checks; Stale- Dated Checks.** You may not write postdated (dated later than the date on which the check was written) or conditional checks (checks which are payable only if a later condition occurs) on your account. If you do, we may, at our sole discretion, charge such checks against your account without regard to whether the date of the check has passed or the condition has been met. You will have all risks and losses resulting from our payment or return of such checks. At our choice, we may return postdated and conditional checks and charge you a fee for doing so. We may pay or refuse to pay staledated checks (checks that you have written which are more than six (6) months old). If you do not want a staledated check to be paid, you should ask us to place a stop payment on the check.
- E. Check Form Restrictions. You agree that you will not issue any check with printed material on its back, or deposit any check with printed material placed by you on its back, that may adversely affect the ability of the bank to endorse the check legibly in accordance with Regulation CC of the Federal Reserve Board. You must use the forms of checks and other instruments approved by us. We have a right to return unpaid any check which is not on an approved form or any check which is not completely filled in or is incorrectly filled in. You must endorse your check correctly. We will not be responsible for any loss you incur if your check is improperly endorsed. You agree to indemnify and hold us harmless from any damages, losses or claims, including reasonable attorneys' fees and costs, arising out of your breach of this agreement. See our "Rules for Printing and Endorsing Checks," contained in these Rules, for additional information.
- F. **Subaccounts.** All personal checking accounts, opened at one of our Hawaii branches will consist of two subaccounts: a checking subaccount and a money market subaccount. The two subaccounts will not affect your balance, interest earned (if your checking account earns interest), fees, access to, and features of your checking account, including FDIC coverage. Periodically, we will transfer funds in the checking subaccount to the money market subaccount when such funds are not needed to pay checks, debits or other items drawn on your checking account. All checks, debits and other items will be paid from balances credited to the checking subaccount. All deposits and credits will be credited to the checking subaccount. We will periodically reallocate the balances between the subaccounts to make funds available in the checking subaccount to pay checks, debits and other items drawn on your checking account. We will not make more than six transfers per calendar month or statement cycle of at least four (4) weeks from the money market subaccount. If a sixth transfer is made, all funds in the money market subaccount will be transferred to the checking subaccount for the remainder of the month.

These transfers between the checking subaccount and the money market subaccount will be the only transactions in the subaccounts and will not appear on your monthly statement. Because both subaccounts are used for internal purposes only, you cannot access these subaccounts directly. You can access your checking account as described elsewhere in these Rules.

If your checking account earns interest, the interest rate and annual percentage yield on your checking account will be calculated and compounded as we have disclosed to you, and will apply to the combined balance in both subaccounts. Therefore, a single interest rate and annual percentage yield earned will appear on your monthly statement. If your checking account does not earn interest, no interest will be paid on either subaccount. The combined balances of both subaccounts will be used for determining whether monthly service charges apply to your checking account.

21. **Authorized Signers.** For all accounts, the person or persons authorized to sign checks, instruments, orders, documents or other instructions on or related to your account are specified on the account signature card or other accepted document. No change in authorized signers will be effective until we have received written notice of the change and have had time to approve and act on it. You authorize us to honor any checks, instruments, orders, documents, or other instructions so signed, even if it will directly benefit the person(s) signing. We are not obligated to inquire into the circumstances of any transaction.

We are allowed to pay checks and other items against your account on the basis of any single authorized signature, regardless of any statements to the contrary in any account documents or in any communications you furnish to us. If you include more than one authorized signature on a check or other item drawn against your account, your use of multiple signatures is solely for your own convenience and internal control purposes, and is not binding on us.

- 22. Definition of Business Day. Business days shall mean Monday through Friday, except for bank holidays.
- 23. **Monitoring Telephone Calls.** Our supervisory personnel may listen to and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

24. **Changes to These Rules; Waiver.** We reserve the right to change these Rules to the extent permitted by law at any time by mailing a notice of change to you at the last address shown in our records for your account. Notices may be given to you by separate mailing or by a message printed on a periodic account statement.

We may waive any of these Rules or the terms and conditions of your account on a one-time basis, if permitted by law, even though we have not done it before and may not do it again. These Rules are severable or separate; each stands alone. The fact that one or more of them may be determined by a court to be unenforceable shall not affect the enforceability of the remaining Rules.

25. Automated Check Processing; Legends on Checks. We have adopted automated collection and payment procedures so that we can process high volumes of items at reduced cost to our customers. We do not visually examine most checks for dates, signatures, legends or endorsements. We visually examine only those items we select according to criteria that may change from time to time. Although some checks are examined individually, you agree that reasonable banking standards allow automated processing without any individual inspection and that such procedures do not violate any duty of ordinary care. You also agree that because we do not individually examine most checks, it is critical for you to take care of your checks, to review your account statement promptly, and to report immediately any suspicious or unauthorized activity. You therefore agree to review your statement carefully as provided by Paragraph 10 of these Rules.

The automated procedures we use rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, we have no duty to comply with any legend or other statement on any check or other instrument used to draw on your account, such as statements printed on checks that say "void after X days," "not valid over \$X" or "two signatures required if over \$X." These types of legends or statements are not binding on us.

- 26. **Waiver of Jury Trial; Venue.** The Bank and you each waive trial by jury in any action, proceeding, or counterclaim brought against the other on any matter arising out of or in any way connected with your accounts or these Rules. You and the Bank agree that the only permissible venue for any such action shall be in a federal, state, territorial or commonwealth court having jurisdiction and sitting in and for the judicial district, circuit or other division (however named) where a branch of the Bank holding one or more of your accounts is located. This waiver of trial by jury and this agreement as to venue apply, without limitation, to any class action in which either party is a class representative, or in which another person or entity serving as a class representative asserts claims on behalf of you or the Bank as a member of a class.
- 27. **Emergency Situation.** In the event of an emergency situation beyond our reasonable control, such as an "act of God", war, fire, or natural disaster, services involving your account could be available only in a modified or reduced form or could be entirely unavailable. Unless expressly prohibited by applicable law, you agree that we will have no liability to you for such modification, reduction, or unavailability of services caused by an emergency situation.

WITHHOLDING OF INCOME TAX

You agree to provide us with your correct U.S. Taxpayer Identification Number (TIN). For most individual taxpayers, the TIN is the Social Security Number. You must also certify under penalty of perjury that you are not subject to backup withholding.

We may be assessed with a fine by the Internal Revenue Service if we report an incorrect TIN or if you do not provide us with your TIN. You authorize us to charge your account for any fine assessed against us because you provided us with an incorrect TIN or you failed to provide us with a TIN.

We may withhold a portion, as prescribed by law, of each interest payment made to any of your accounts, if:

- You fail to provide us with appropriate information,
- The Internal Revenue Service (or the appropriate taxing authority, if applicable) instructs us to withhold, or
- The Internal Revenue Service (or the appropriate taxing authority, if applicable) notifies you that you are subject to backup withholding.

Certain penalties may also apply for failure to furnish a TIN, to report certain payments, or for falsifying information. If you are exempt from backup withholding and information reporting, you should furnish your TIN and indicate your exempt status on the account signature card. We reserve the right to refuse to open any account for which you do not provide a TIN.

If you are a non-resident alien, it is your responsibility to determine (and periodically update) your status with respect to U.S. tax reporting requirements. As a courtesy, we may remind you when your status must be updated; however, we are under no obligation to do so. You must update your status when necessary even if we have not reminded you. You may be subject to backup withholding if your status is not properly documented to us.

For additional information, contact your tax advisor, the Internal Revenue Service, the CNMI Department of Finance (if applicable), or the Social Security Administration if you are an individual and wish not to have a Social Security Number.

CHECK HOLD POLICY FOR CHECKING ACCOUNTS

(Does not apply to Money Market Checking accounts)

The following policy applies to deposits made at one of our Hawaii branches. Longer holds may apply to deposits made at one of our Guam or CNMI branches. (Holds on other types of deposit accounts are placed at our discretion.)

YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR FIRST HAWAIIAN BANK CHECKING ACCOUNT

Our policy is to make the funds that you deposit by cash or electronic payment available to you immediately, and to make the funds that you deposit by check available to you on the first business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or other items you have authorized.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit at either a branch or a First Hawaiian ATM before our cut-off times of 6:00 p.m. on Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after those cut-off times, or on a day we are not open, or at a branch open on Saturday, Sunday, or federal holiday, we will consider that the deposit was made on the next business day we are open. The 4:00 p.m. cut-off time described previously is the earliest deposit cut-off hour that might apply. Some of our branches may have later cut-off hours. For deposits made at one of our branches with extended hours (later hours than our regular hours), later cut-off times generally apply. The cut-off times for ATMs may differ from the cutoff times at our branches. You should ask about the deposit cut-off hour in effect at the location where you make deposits.

1. **Longer Delays May Apply.** In some cases, we will not make all the funds that you deposit by check available to you on the *first* business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the *third* business day after the day of your deposit. However, the first \$200 of your check deposits will be available on the *first* business day after the date of your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit.

If we are not going to make all of the funds from your check deposits available on the *first* business day, 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 the left the premises, we will mail you the notice by the 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 re-deposit 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 communications or computer 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.

- 2. **Holds on Other Funds to Allow Check Cashing.** If we cash a check for you that is drawn on another bank, we may withhold the availability of an equal amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$200 check for you, \$200 of funds already in your account will not be available until the *first* business day after the day we cashed the check.
- 3. Holds on Other Funds to Allow Immediate Availability. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw an equal amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
- 4. **Special Rules for New Accounts.** If you are a new customer, the following special rules apply during the first 30 days your account is open:
 - A. Funds from deposits of cash will be available immediately.

them.

- B. Funds from electronic payments into your account will be available the same business day as we receive
- C. The first \$5,000 of a day's total deposits of U.S. Treasury checks, cashier's, certified, teller's, traveler's, Federal Reserve Bank, Federal Home Loan Bank, state and local government checks and Postal Money Orders will be available on the *first* business day after the day of your deposit if the checks are payable to you. The excess over \$5,000 will be available not later than the *ninth* business day after the day of your deposit. If you do not deposit the checks (other than

- U.S. Treasury checks) in person to one of our employees, the first \$5,000 may not be available until the *second* business day after the day of your deposit.
- D. Funds from all other check deposits into a new account will be available no later than the *eighth* business day after the day of your deposit.
- 5. **Continued Responsibility for Deposited Checks.** Even if we have already made the funds available for withdrawal, you are still responsible for any problem with the deposit, such as the return of a dishonored deposited check.
- 6. **Notices.** By maintaining your account with us, you agree that we can provide notice to you in any manner provided by law, including written notices, or notices sent electronically.

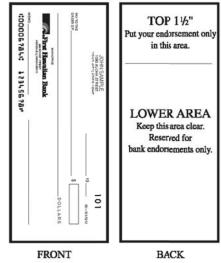
RULES FOR PRINTING AND ENDORSING CHECKS

The Federal Reserve System has issued Regulation CC to implement the Expedited Funds Availability Act. The regulation requires banks to make funds from deposited checks available to customers on specific time schedules.

To meet these time schedules, the regulation establishes check endorsement standards which, when followed, will speed the processing of dishonored (not approved for payment) checks back to banks where the checks were deposited.

There are two important things you should know about this endorsement policy:

- 1. You must keep your endorsement or other markings within the top 1 ½" area on the back of the check. The remainder of the back is reserved for bank endorsements only (see sample below). Do not write or imprint any customer ID information, Social Security Numbers, license numbers, credit card numbers, or cash register or terminal imprint information in the area below the top 1 ½" area.
 - 2. You must not use purple ink to endorse your checks. Purple ink is reserved for use by the bank of deposit.



If a check you deposited has bank endorsements obscured by endorsements or markings, there may be a delay in learning whether the check is good or not. You may be held liable for any losses resulting from the processing delay. If you need to put identification information on checks you receive, use the front of the check in an area that does not obscure important information, such as dates, amounts, and signatures.

Any text or other information you preprint on the back of checks you issue must also be confined to the top 1 ½" area. Carbon bands, logos, waivers or agreements that may obscure bank endorsements and cause a delay in the check's processing should not be placed in the lower area. Any liability resulting from such delay will be yours.

ELECTRONIC CHECK IMAGE EXCHANGE AND CHECKSTORAGE

We use the Electronic Check Image Exchange to electronically process and clear checks with other banks. With Electronic Check Image Exchange, paper checks are converted into digital images and electronically cleared between banks. The converted paper checks are destroyed by the remitting bank

We use our CheckStorage service to store images of your cancelled checks. Under our CheckStorage service, we destroy the physical checks once they have been imaged.

CHECK IMAGE SERVICES

We will retain copies of your checks that are transmitted to or received by us for seven (7) years. We will not be liable to you for our failure to provide copies of cancelled checks requested after seven (7) years from the date we received the check and posted it to your account. You may obtain a copy of a cancelled check upon request, subject to payment of any applicable fee in effect at the time of your request.

We will not be liable for any losses that you sustain in relation to an imaged check. If you sustain a loss relating to an official substitute check, you agree that we will not be liable for more than the face amount of the check or actual damages you incurred. You also agree that in no event will we be liable for any indirect, special, or consequential damages as a result of use of an imaged or substitute check. (A "substitute check" is a paper that contains an image of the front and back of the original check, is suitable for automated processing, and otherwise complies with specific and technical requirements under federal law. An "image" of a check or an "imaged check" is a photocopy or printed scan of a check and is not a "substitute check" under applicable law.)

If you specifically request that images of your cancelled checks be returned to you, you must maintain an account that permits the use of our Check Image Statements. A Check Image Statement will show the front side of each check that cleared your account. When you request a Check Image Statement, we will assess, as applicable, the Image Enclosure Fee in effect at the time of your request.

You may also access images of your cleared checks free of charge with our CheckImage service available through our FHB Online Internet banking. You may view or print images of the front and back of your cleared checks with this free service. Copies of checks printed through this service will not be substitute checks, but they will suffice for most purposes.

ELECTRONIC FUND TRANSFER AGREEMENT

- 1. **General.** Since some of your transactions with First Hawaiian Bank may involve a form of transfer known as Electronic Fund Transfers, we are providing you with this agreement which explains our mutual responsibilities and liabilities, as well as some other aspects of these transactions. Using your personal account for automatic deposits constitutes your request that we include information on your monthly statement that the payor provides with your deposit, which may include your Social Security number. This Agreement applies only to electronic fund transfers governed by the Electronic Fund Transfer Act, such as direct deposits, preauthorized transfers, automatic payments, and transactions where you authorize the payee to use your check to obtain information to initiate an electronic debit to your account. If you have signed up for specific electronic services, such as ATM access, online banking access, or if you opened your account online and made your initial deposit electronically, please refer to the separate agreements governing those services for specific terms regarding those electronic fund transfers. Certain other electronic transfers, often referred to as wire transfers, through Fedwire or other similar networks are governed by Article 4A of the Uniform Commercial Code and will be accepted for processing or change only at our discretion. When used in this Agreement, "you" or "your," means each and every person whose account is affected by any electronic fund transfer governed by the Electronic Funds Transfer Act. "We," "us," "our" or "Bank," means First Hawaiian Bank. The types of "transfers" you can make that are governed by this agreement include:
 - Transfers from one of your accounts in the Bank to another account in or out of the Bank, whether made by telephone or otherwise;
 - Payments from one of your accounts to the Bank or any other party;
 - Deposits to your account;
 - Withdrawals from your account; or
 - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Your checking, Regular Savings, Money Market Checking or MaxiMizer account may be involved in electronic fund transfers if you have arranged with a person, company or government agency to have periodic deposits made to or transfers out of these accounts at the Bank, or you have arranged with the Bank in advance to make regular payments out of these accounts.

- 2. **Other Agreements.** Electronic fund transfers are subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, Regular Savings, Money Market Checking and MaxiMizer accounts, and any future changes as permitted by law.
- 3. **Our Right to Make Changes in Your Agreements.** We reserve the right to make changes in your agreements at any time. Unless the change must be made immediately for security reasons, we will tell you about any change that increases your expense or limits your use of electronic banking services at least 21 days before the change becomes effective.
- 4. **Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of

keeping your possible losses down. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

- 5. Where to Report. If you believe that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document). You should also call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document) if you believe a transfer has been made using the information from your check without your permission.
 - 6. **Our Business Days.** Our business days are Monday through Friday, except for bank holidays.
- 7. **Electronic Services.** You may make electronic payments from and electronic deposits to your deposit account with us, as further described in the first paragraph of this section.
- 8. Limits on Frequency of Transfers from Money Market Checking, MaxiMizer and Regular Savings Accounts. You may make up to six (6) preauthorized or automatic transfers or telephonic agreement transfers to another account or third party from your Money Market Checking, MaxiMizer or Regular Savings account each calendar month or fourweek statement cycle.
- 9. **Disclosing Account Information to Third Parties.** We may disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant:
 - In order to comply with government agency or court orders; or
 - If you give us your written permission.
 - As described in our privacy policy provided to you when you opened your account, which is also available at any branch.

10. **Documentation of Transfers.**

- A. **Preauthorized Deposits.** If you arranged to have direct deposits made to your account at least once every 60 days from the same person, company or government agency, you can call us at the telephone number shown above (on the first page of the "Important Information" document) to find out whether or not the deposit has been made. Preauthorized deposits will appear on your periodic statement.
- B. **Preauthorized Payments.** If you arranged with other persons, companies or government agencies for payments to be made by automatic withdrawal from your checking or savings account with us, these withdrawals will appear on your periodic statement.
- C. **Periodic Statements.** If you have a checking, Money Market Checking or MaxiMizer account, you will get a monthly account statement. If you have a Regular Savings account, you will get a quarterly savings account statement. However, if there are any electronic fund transfers in a particular month, you will get a savings statement that month, as well. If you receive one of the Bank's combined statements which includes your Regular Savings account, you will receive your Regular Savings account statement monthly.

11. Preauthorized Payments.

- A. Your Right to Stop Payment and Procedure for Doing So. If you have arranged in advance with a person, company (including the Bank), or government agency to make regular electronic payments out of your account, you can stop any of these payments. Here's how: call or write to us at the telephone number and address shown above (on the first page of the "Important Information" document). We must receive your request three (3) business days or more before the payment is scheduled to be made. If we receive a timely stop payment request as to a series of regular electronic payments, we will stop all of the payments to the payee until you tell us to resume the payments. If you call with your stop payment order, we may also require you to put your request in writing and get it to us within 14 days after you call. We may also ask you to provide written confirmation that you have told the payee to stop taking the electronic payments (such as by providing us with a copy of your revocation of the authorization of the payments), and we will provide you with the address for sending this confirmation. If we require this confirmation and you do not provide it to us within 14 days, we may honor subsequent electronic payments withdrawn by the same payee without liability to you. We will charge you the current stop payment fee for each stop payment order you request. The fee is shown in the accompanying schedule of charges, which is a part of this agreement, and is subject to change from time to time.
- B. **Notice of Varying Amounts.** If these regular payments vary in amount, the person, company or government agency that you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

- C. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- 12. **Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft protection credit line.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
 - If you do not have enough money in your account because we placed a hold on your account or the account is subject to legal process or other claim.
 - There may be other exceptions not specifically stated here.
- 13. In Case of Errors or Questions About Your Electronic Transfers. Call or write to us at the telephone number and address shown above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the *first* statement on which the problem or error appeared. When reporting an error or requesting more information:
 - Tell us your name and account number.
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving New Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For New Accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

For purposes of these rules, an account is considered to be a "New Account" for 30 calendar days after the first deposit to the account was made.

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BaZing Protection Package Addendum

In this Addendum, the words "you" and "your" mean the individual(s) opening a Secure Checking account or having a Priority Banking account (your "Account"), and the words "we", "us", and "our" mean First Hawaiian Bank. This Addendum supplements the Deposit Account Rules and Regulations and Other Information (the "Agreement") that is applicable to your Account.

- 1. <u>The Package</u>. The BaZing Protection Package and all of the associated benefits (the "Package") are provided by StrategyCorps, LLC and its affiliates and contractors through Member Headquarters Association (collectively, "StrategyCorps"). By opening a Secure Checking account or signing up for the Package in connection with a Priority Banking account, you will become a member of Member Headquarters Association. We do not provide or endorse the Package. We also do not make any warranties regarding the Package.
- 2. <u>Registration</u>. In order to receive certain benefits of the Package, you will need to register at http://www.BaZing.com (the "BaZing Website"). You will need to provide nonpublic personal information to StrategyCorps as part of the registration process. If you go to one of our branches to open your Secure Checking account or to sign up for the Package in connection with your Priority Banking account, we may offer to register you at the BaZing Website while you are at the branch. If you accept this offer, you authorize us to do the following: (a) complete the registration process on your behalf; and (b) provide your nonpublic personal information to StrategyCorps as necessary to complete the registration process.
- 3. <u>Terms and Conditions</u>. The Package is subject to terms and conditions that are available on the BaZing Website. It is important that you review those terms and conditions as they will govern your rights regarding the Package. You should review those terms and conditions regardless of whether you register at the BaZing Website on your own or we complete the registration process for you. The terms and conditions are an agreement between you and StrategyCorps. We are not a party to those terms and conditions.
- 4. <u>Insurance</u>. The Package includes the following insurance: (a) travel accidental death insurance (not available in Guam or CNMI); (b) personal identity protection insurance; and (c) cell phone protection and replacement insurance. Detailed information about this insurance, including disclosures and policy terms, conditions, and exclusions, is available on the BaZing Website and by calling (855) 822-9464. It is important for you to review that information.

Insurance products are:

NOT INSURED BY FDIC OR ANY GOVERNMENT AGENCY • NOT A DEPOSIT • NOT AN OBLIGATION OF OR GUARANTEED BY FIRST HAWAIIAN BANK

- 5. <u>Cell Phone Insurance</u>. THE PACKAGE'S CELL PHONE PROTECTION AND REPLACEMENT INSURANCE IS ONLY AVAILABLE FOR CELL PHONES THAT YOU PURCHASED AND FOR WHICH YOU PAY THE MONTHLY CELL PHONE BILLS FROM YOUR ACCOUNT. Other important information about this insurance, including disclosures and policy terms, conditions, and exclusions, is available on the BaZing Website and by calling (855) 822-9464. It is important for you to review that information.
- 6. <u>ID Monitoring</u>. The ID monitoring component of the Package, if any, will not become effective until you activate it. You must go to the BaZing Website to activate ID monitoring. Activation of the ID monitoring component of the Package is separate from registering at the BaZing Website. Even if we register you at the BaZing Website while you are at one of our branches, you will still need to go to the BaZing Website to activate ID monitoring.
- 7. <u>Termination of Package (Secure Checking)</u>. If you are receiving the Package because your Account is a Secure Checking account and within ninety (90) days after you open your Account you notify us that you no longer want the Package, then you may close your Account or convert your Account to a different type of First Hawaiian Bank checking account that does not include the Package. We will refund the Monthly Service Charges that you paid for Secure Checking. If you close, rather than convert, your Account, we will also waive the Account Closing Fee.
- 8. <u>Termination of Package (Priority Banking)</u>. If you signed up for the Package in connection with a Priority Banking account and within ninety (90) days after you sign up for the Package you notify us that you no longer want the Package, then you may cancel the Package. If you have paid any monthly fees for the Package, they will be refunded.
- 9. No Other Changes. The Agreement will remain unchanged in all other respects.