

interests with respect to your account; (c) we receive a legal order affecting your account, such as, for example, a lien, levy, garnishment or attachment; (d) your account secures an obligation to us or another party; (e) required documentation has not been presented; or (f) you fail to pay any loan or other credit obligation you have with us on time or are otherwise in default under any such loan or credit obligation. While your account is suspended, we have the right, at our option, to prohibit any account transactions regarding your account, including without limitation, transfers, assignments, payments or withdrawals from your account. Your account will remain suspended until the matter is resolved to our satisfaction. We reserve the right, but shall not be obligated, to submit any claim or controversy regarding the account to any court of competent jurisdiction. Unless otherwise provided in this agreement or prohibited by law, you shall pay all costs and expenses we incur, including our attorneys' fees, in connection with your suspended account, whether or not we initiate any court or other legal action, and we may charge and recover such costs and expenses from any of your accounts, without any notice to you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**CONFLICTING CLAIMS.** If conflicting claims have been made to the funds in your account, we may deposit the balance of the account (less amounts due us) with a court of competent jurisdiction and ask the court to resolve the conflict. If we do this, we can charge and recover the costs and expenses we incur, including our attorneys' fees, from the account and/or you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**LEGAL PROCESS.** A legal order, such as, for example, a lien, levy, garnishment or attachment, from a court or other government authority, may require us to suspend your account and/or hold or deliver funds in your account. When we receive such an order, you will be liable for all costs and expenses that we incur in responding to such legal order, including attorneys' fees and costs, and we may charge and recover such costs and expenses against any of your accounts, without any notice to you, unless prohibited by law. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**TERMINATION OF ACCOUNT.** We may terminate and close your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or signatories on the account; (b) we have reason to believe a forgery, fraud or other wrongful or improper act has been or is about to be committed involving your account; (c) there is a dispute regarding the account, including without limitation, the ownership of the account or of the funds in the account; (d) your certificate is lost or stolen; (e) you fail to comply with the terms and conditions of your account; (f) you have made any misrepresentations in connection with your account; or (g) your account is escheated to the State of Hawaii. In addition, except as may be otherwise prohibited or restricted by law, we may, for any other reason (including, without limitation, our discontinuation of any type of account), terminate and close your account or convert your account to a new or different type of account or may require you to close your account and apply for and/or convert to a new or different type of account, at any time upon giving you thirty (30) days advance written notice. We reserve the right, but shall not be obligated, to require all owners of an account to provide written consent to terminate and close an account.

**WAIVERS.** No waiver of any term or condition of this agreement or any other term or condition of your account will be valid unless it is in writing and signed by one (1) of our authorized officers. If we waive a term or condition on one occasion, that does not obligate us to waive that term or condition on another occasion.

**RIGHT OF SET-OFF.** If you ever owe us money, as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called set-off) and under this agreement (by which you hereby grant us a security interest in your account) to use money from any of your account(s) to pay your debt(s), any costs or expenses incurred by us in enforcing our rights, including reasonable attorneys' fees, and the costs of any litigation or other legal proceeding relating to your debt(s). For accounts owned by more than one (1) person, we may exercise this right to pay individual debts of any owner of the account. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies. We will notify you after we exercise this right.

**INDEMNITY.** You agree to indemnify and hold us harmless for, from and against all losses, costs, expenses, claims, liabilities, damages, and attorneys' fees incurred by us arising from or related to (a) your failure to comply with the terms and conditions of this agreement or any account document, (b) our involvement in a dispute between you and another owner or third party in connection with your account, or (c) failure by you to exercise due care in handling your account. You authorize us to deduct such indemnity amounts from your account(s) without any prior notice to you. If we use funds from a time certificate account, the account is then subject to any early withdrawal penalty that applies.

**ATTORNEYS' FEES.** In the event of any lawsuit or other legal proceeding involving a dispute between you and us concerning this agreement and/or your account(s), the prevailing party will be entitled to its fees and expenses, including reasonable attorneys' fees. Additionally, you will be responsible to pay our attorneys' fees and other costs and expenses incurred as a result of our involvement in a dispute between you and another owner or third party, or as a result of our having to bring a legal action or other proceeding to enforce the terms of this agreement.

**SEVERABILITY.** If any portion of this agreement is held by any court of law to be invalid or unenforceable, the remainder of this agreement shall continue to remain valid and enforceable, and shall continue in full force and effect.

**HEADINGS.** The headings that precede each section are for ease of reference only and are not to be construed as limiting or affecting the meaning of the language that follows.

**GOVERNING LAW.** The account documents including this agreement and the rights and obligations we both have, are governed by and interpreted according to applicable Hawaii and Federal law. In the event any terms or provisions of this agreement conflict with or are inconsistent with any applicable Hawaii or Federal law, that law shall control, prevail and take precedent over such conflicting or inconsistent terms or provisions. If any applicable State or Federal law relates to any aspect of your account that is not covered in this agreement, then such State or Federal law shall apply. Any legal action regarding this agreement shall be brought in the State of Hawaii.

## ADDITIONAL TERMS AND CONDITIONS FOR ALL SAVINGS ACCOUNTS

**MINIMUM OPENING DEPOSIT.** The amount of the minimum opening deposit depends upon the type of account selected and is described in the addendum/disclosure that is applicable to such account.

**MAXIMUM BALANCE.** We may set a maximum permitted balance for your account. If we do so after you have opened an account that did not have a maximum balance at the time of account opening, we will provide you notice thirty (30) days before we impose this limitation.

**INTEREST RATE AND ANNUAL PERCENTAGE YIELD.** All savings accounts are variable-rate accounts. At our discretion, we may change the interest rates and annual percentage yields on the accounts (including your account) at any time, and as many times after the accounts (including your account) are opened, without giving you any prior notice. The initial interest rate and annual percentage yield for each account are the interest rate and annual percentage yield in effect on the date the account is opened, for that type of account and for the amount deposited. The annual percentage yield measures the total amount of interest paid on an account based on the initial interest rate in effect when the account is opened and the frequency of compounding, for a one (1) year (365-day) period. The annual percentage yield is expressed as an annualized rate and assumes that the interest rate will not change, that interest will remain on deposit, and that no other transactions (deposits or withdrawals) occur, during the first year (365-day period). Any withdrawals will reduce earnings. For the current interest rates and annual percentage yields, refer to our current rate schedule or call us at the telephone number shown on our rate schedule during our normal business hours.

**INTEREST CALCULATION.** Interest is computed on the basis of a 365-day period. Interest is calculated daily. We use the daily balance method to calculate the interest on each account. This method applies a daily periodic rate (based on the interest rate in effect for your account for that day) to the full amount of principal in the account at the end of each day. The manner and frequency with which interest will be credited to your account and compounded depends upon the type of account selected (please refer to the addendum/disclosure for the type of account selected).

**INTEREST ACCRUAL.** Interest begins to accrue on cash and non-cash deposits (for example, checks) on the date of your deposit if made in person, or on the first business day after our receipt of your cash or non-cash deposit if not made in person. If you withdraw funds or close your account before any accrued interest is credited, you will receive the accrued interest on the withdrawn funds, up to the day prior to the day you withdraw the funds or close your account.

**DEPOSITS.** You can make deposits at any of our branches or by mail addressed to the branch where your account is maintained. If you deposit a check or other item by mail, you should endorse it "for deposit" followed by the signature of all payees and your account number.

**WITHDRAWALS.** You may make withdrawals of available funds from your account at any of our branches. You can do so by giving us a completed and signed withdrawal request on the form we have provided. We reserve the right to require at least seven (7) days written notice prior to any withdrawal from your account. Also, you may not make more than six (6)

transfers and/or withdrawals during any calendar month or thirty (30) day statement period from your account to another account with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including any arrangement with us to pay a third party from your account (a) at a predetermined date, (b) on a fixed schedule, or (c) upon written orders, including orders received through the Automated Clearing House (ACH), and only three (3) of these six (6) transfers and/or withdrawals can be made by check or similar order to a third party. In addition, in certain situations, your right to withdraw may be affected by our hold policy.

We reserve the right to refuse any withdrawal or transfer request that exceeds the limit described in the previous paragraph or to impose conditions on our honoring of such request. If we honor your request, we are not required to similarly honor any future request of a similar nature. We reserve the right to close your account if you consistently exceed the limits on withdrawals or transfers.

**STATEMENTS.** We will mail you a statement at least once each calendar quarter showing all of the transactions in your account, even if there are no transactions in a particular quarter. You agree that it is your responsibility to examine each statement and accompanying materials with reasonable promptness and to notify us of any error, discrepancy or irregularity within a reasonable time but in no event longer than thirty (30) days after the date of the statement is mailed or otherwise made available to you. If you discover (or reasonably should have discovered) any error, discrepancy, unauthorized signatures, alterations or any irregularity concerning your statement or any aspect of your account, 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 either share any loss with us, or bear such loss entirely yourself.

**FEES.** Your account is subject to certain fees that are shown on a fee schedule. We reserve the right to change the fee schedule from time to time. In addition, certain fees may be charged on certain accounts. The addendum/disclosure for each account will describe these fees.

## ADDITIONAL TERMS AND CONDITIONS FOR ALL TIME CERTIFICATE ACCOUNTS

**MINIMUM OPENING DEPOSIT.** The required minimum opening deposit and balance, if any, depends on the type of account and is described in the addendum/disclosure that applies to each account.

**MAXIMUM BALANCE.** We may set a maximum permitted balance for your account. If we do so after you have opened an account that did not have a maximum balance at the time of account opening, we will provide you notice as required by law depending on the term of our account.

**CERTIFICATE.** When you open a time certificate account we will give you a certificate. The certificate will show the amount of deposit, date of deposit, term, maturity date, interest rate and annual percentage yield for the applicable account. Keep this certificate in a safe place.

**INTEREST RATE AND ANNUAL PERCENTAGE YIELD.** The interest rate and annual percentage yield for each account are the interest rate and annual percentage yield in effect on the date the account is opened or renewed, for that type of account and for the amount deposited and the

term chosen. The interest rate and annual percentage yield are fixed as of the date the account is opened or renewed, and remain in effect until the maturity date of the initial term or any renewed term as may be the case. For accounts where interest is compounded during the term, the annual percentage yield assumes that interest will remain on deposit until the maturity date, and thus any withdrawals (including by check to you or by deposit to another account with us) will reduce earnings. For the current interest rates and annual percentage yields, refer to our current rate schedules or call us at the telephone number shown on our rate schedules during our normal business hours.

**MINIMUM BALANCE.** In order to obtain the disclosed annual percentage yield, you must maintain at least the minimum balance amount in the account each day throughout the entire term. If you withdraw any principal on deposit in your account before the maturity date, the remaining principal left on deposit must meet the minimum balance requirements (being the minimum opening deposit amount for your type of account) or your account will be closed.

**INTEREST CALCULATION.** Interest is computed on the basis of a 365-day year. Interest is calculated daily. We use the daily balance method to calculate the interest on each account. This method applies a daily periodic rate (based on the interest rate in effect at the time you opened or renewed the account) to the full amount of principal in the account at the end of each day.

**INTEREST ACCRUAL.** Interest begins to accrue on cash and non-cash deposits (for example, checks) on the date of your deposit if made in person, or on the first business day after our receipt of your cash or non-cash deposit if not made in person. If you withdraw principal and/or close your account before any accrued interest is credited, you will not receive the accrued interest on the withdrawn principal.

**INTEREST CREDITING.** The frequency of interest crediting depends on the type of account you have and is described in the addendum/disclosure that applies to such account.

**INTEREST COMPOUNDING.** The frequency of interest compounding depends on the type of account you have and is described in the addendum/disclosure that applies to such account.

**TRANSACTION LIMITATIONS.** Unless specifically permitted by the type of account, you may not make additional deposits into an account after it is opened. Also, we may, but shall not be required to, allow you to withdraw principal from the account, prior to the maturity date.

**AUTOMATIC RENEWAL.** All accounts will renew automatically at maturity. If, however, you do not wish to renew your account, you must provide us with written instructions not to renew and must withdraw your funds by no later than: two (2) business days (i.e., days on which our offices are open for business) after the maturity date, for accounts with a term of one (1) month or less; or, ten (10) calendar days after the maturity date, for accounts with a term longer than one (1) month, in order to avoid being charged a penalty. The term of the renewed certificate begins on the maturity date of your expired certificate. The term of the renewed certificate will be as follows:

Current Term	Renewed Term
3-5 months	3 months
6-8 months	6 months
9-11 months	9 months
12-17 months	12 months
18-23 months	18 months
24-35 months	24 months
36-47 months	36 months
48 months and longer	48 months

The interest rate and annual percentage yield on the renewed certificate will be that offered by us on the maturity date of your expired certificate for a time certificate with an equivalent amount and term as your renewed certificate. We will give you written notice as required by law before your certificate matures.

**EARLY WITHDRAWAL PENALTIES.** We reserve the right to refuse to allow early withdrawal of any portion of the principal amount of your account at our discretion. If we allow you to make an early withdrawal of the principal in your account, a penalty may be imposed as described in the addendum/disclosure that applies to such account.

The amount of the early withdrawal penalty depends upon the type and term of the certificate, the amount of principal withdrawn, and the interest rate in effect for the certificate. The penalty is calculated on a simple interest basis and is equal to the amount of interest (based on the amount of principal withdrawn at the interest rate then in effect) for the designated penalty period.

If you withdraw principal before the maturity date of your certificate, the penalty may be more than the interest you have earned. If the penalty exceeds the amount of interest earned up to the date of the withdrawal, the difference will be deducted from the principal balance. This means you will not receive the full amount of principal that you deposited.

No early withdrawal penalty will be assessed if the withdrawal is made as a result of an account owner's death or medically or judicially declared incompetency, or involuntarily as a result of legal process (e.g., levy, garnishment or court order) provided that the account is in the account owner's individual name and capacity.

**LOST CERTIFICATE.** If you lose the certificate, you must give us satisfactory proof of the loss. Our requirements and procedures regarding proof of loss vary from time to time, depending on regulatory and other requirements. When you give us satisfactory proof of the loss of the certificate, we will note the loss in our records. We will also issue you a replacement certificate. The replacement certificate will show the exact same terms (i.e., amount of deposit, date of deposit, term, maturity date, interest rate and annual percentage yield) as your lost certificate. The replacement certificate will also be subject to the terms of this agreement. When we issue the replacement certificate to you, we will have no further liability or responsibility to you with respect to the lost certificate.

**FEES.** Your account is subject to certain fees that are shown on a fee schedule. We reserve the right to change the fee schedule from time to

time. In addition, certain fees may be charged on certain accounts. The addendum/disclosure for each account will describe these fees, if any.

**REDEMPTION OR NON-RENEWAL OF ACCOUNT.** We may redeem the certificate at any time by giving you written notice thirty (30) days prior to the date of redemption. You do not have any right to demand payment of the principal and accrued interest evidenced by the certificate except as this agreement and your certificate provide. When we send you written notice of redemption, interest will continue to accrue on your account until the first of the following occurs: (1) the end of the thirty (30) day period following the notice of redemption; or (2) the balance of funds in your account is made available to you. The balance may be made available to you by a check in the amount of your account balance issued in your name or by some other means. After termination of the account, this agreement will continue to govern our and your rights and obligations with respect to the account, the certificate and anything else related to them. We also reserve the right not to renew any account.



Member FDIC

## DEPOSIT ACCOUNT AGREEMENT

Welcome to Finance Factors, Limited.

Thank you for opening a deposit account with us. We want you to know we appreciate your business and look forward to serving your present and future needs.

As part of opening your account, you have been provided with several account documents, including this Deposit Account Agreement, an addendum/disclosure containing additional information and terms that apply to each specific account, a fee schedule, a Privacy Notice and an Electronic Fund Transfer Agreement. These account documents are also described in the "Definitions" section below and are all part of your agreement with us.

By signing a signature card and depositing funds with us, you begin an account relationship with us. By doing so, you agree that you have received the account documents and to comply with all of the terms and conditions contained in the account documents including this Deposit Account Agreement.

In this Deposit Account Agreement, you will find important terms and conditions relating to your deposit account. Please read this Deposit Account Agreement and all account documents carefully and keep them for your reference.

**DEFINITIONS.** Certain words that are used often in this agreement will have the following meanings:

- (A) "we", "our" and "us" refer to Finance Factors, Limited.
- (B) "you" and "your" refer to each and every signatory and owner with respect to an account, both collectively and individually.
- (C) "account" and "accounts" refer to your deposit account(s) with us, and includes all savings accounts and time certificate accounts.
- (D) "account documents" collectively refers to this Deposit Account Agreement, any addendum or addenda, disclosure(s), signature card(s), certificate(s), fee schedule(s), Electronic Fund Transfer Agreement, Privacy Notice and other notices, and any other documents related to your account, and any amendments by us to



Dep-1 (1/11)

any of the foregoing, that we have provided or may provide you with or that you have executed or may execute from time to time, in connection with any account.

- (E) "account transaction" refers to any transaction relating to an account including changes to the account, deposits, transfers, payments, or withdrawals, initiation or cessation of preauthorized deposits or withdrawals, endorsement of checks or other items for deposit, assignment, pledges or other hypothecation of the account or any portion of it, account suspension or termination, or investment or reinvestment of funds in the account.
- (F) "agreement" individually refers to this Deposit Account Agreement and collectively refers to all the account documents and any amendments by us to any of the foregoing, that we have provided or may provide you with or that you have executed or may execute from time to time, in connection with any account.
- (G) "business day" refers to any day on which our offices are open to the general public for business.
- (H) "certificate" refers to a Certificate of Deposit provided in connection with a time certificate account.
- (I) "deposit account" refers to any savings account or time certificate account.
- (J) "owner" and "owners" refer to the owner(s) of an account.
- (K) "person" and "persons" refer to natural persons/individuals (i.e., human beings) and legal entities (such as corporations, partnerships, trusts, limited liability companies, and limited liability partnerships).
- (L) "signatory" and "signatories" refer to the person(s) signing the signature card as authorized signers.
- (M) "signature card" refers to the signature card signed by a signatory or signatories in connection with an account.

## TERMS AND CONDITIONS FOR ALL DEPOSIT ACCOUNTS

**ACCOUNT DISCLOSURES.** We are providing you the account documents which contain all the terms and conditions of your account and disclose the interest rate and annual percentage yield, the method and frequency of crediting and compounding interest to your account, the minimum balance requirements, all fees and charges applicable to your account, and other information pertinent to your account. The information and terms contained in the account documents may change from time to time with or without notice. If there are any changes that adversely affect you, we will provide you with written notice at least thirty (30) days before the change, except for changes in interest rate and annual percentage yield on the variable rate savings accounts covered under our agreement with you, a change for security reasons, or as otherwise permitted by law.

**SINGLE OWNER ACCOUNT.** This is an account owned by one (1) natural person or legal entity. If the owner of the account dies or ceases to exist, that owner's interest and funds in the account passes, subject to applicable law, to the owner's estate or successors.

**JOINT OWNERS ACCOUNT.** This is an account owned by two (2) or more natural persons. Legal entities, such as corporations, partnerships, trusts, limited liability companies and limited liability partnerships, cannot be owners to a joint owners account. In a joint owners account, each of the joint owners of the account has the right of survivorship, unless stated otherwise on the signature card. This means that if one of the owners dies, that deceased owner's ownership interest in the account and share of the funds in the account automatically go to the surviving owner(s), and if there is more than one (1) surviving owner, the surviving owners shall each receive an equal share of the deceased owner's interest. For a joint owners account without the right of survivorship, the deceased owner's interest in the account passes to the deceased owner's estate or successors.

Unless all owners specifically instruct us in writing to the contrary, any one (1) owner is deemed fully authorized to engage in any and all account transactions without requiring the consent of any other owner. We shall have no duty to notify any other owner(s) about any transaction requested by an owner. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of all owners before we permit any account transaction if we believe it is necessary to do so.

Any notice, statement or other material will be mailed, delivered or given to all owners, unless we are required by law to give notice to each owner.

**"AS TRUSTEE FOR" (WITHOUT WRITTEN TRUST AGREEMENT) OR "PAYABLE ON DEATH" ACCOUNTS.** This is an account owned by one (1) or more natural person(s), and is designated as an "As Trustee For" or "Payable on Death" account. The owner(s) of an "As Trustee For" account is/are the trustee(s) during his, her or their lifetimes. The owner(s) of a "Payable on Death" account is/are the original named owner(s) during his, her or their lifetimes. The account may have two (2) or more owners (i.e., trustees or original named owners), in which case it will be subject to the provisions regarding joint owners accounts, except as may be otherwise specified in this paragraph. For multiple party accounts, the right of survivorship shall exist as among joint owners (i.e., trustees or original named owners), joint beneficiaries, and joint payable-on-death payees, respectively, unless otherwise stated on the signature card. Thus, upon the death of one (1) of two (2) or more trustees or original named owners, that deceased trustee's or original owner's interest in the account and share of the funds in the account automatically go to the surviving trustee(s) or original named owner(s), and if there is more than one (1) surviving trustee or original named owner, the surviving trustees or original named owners shall each receive an equal share of the deceased trustee's or original named owner's funds. Upon the death of the last surviving trustee or original named owner, the account will then belong to the surviving beneficiary(ies) or payable-on-death payee(s), in equal shares. While living, the trustee(s) and original owner(s) will have all ownership rights in the account and in the funds therein, including, without limitation, the right to change beneficiaries or payable-on-death payees, the right to withdraw all funds from the account, and the right to terminate and close the account, for any reason. We are not obligated to notify any beneficiary or payable-on-death payee of the existence of any account or of the vesting of any beneficiary's or payable-on-death payee's interest in any account, except and unless as may be required by law.

**TRUST ACCOUNT (WITH WRITTEN TRUST AGREEMENT).** This is an account established as a trust account pursuant to a written trust agreement. The account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the trustee(s) designated in the trust agreement.

Unless otherwise specified in the trust agreement, or all trustees specifically instruct us in writing to the contrary, any one (1) trustee is deemed fully authorized to engage in any and all account transactions, without the consent of any other trustee(s) and/or owner(s). We shall have no duty to notify any other trustee(s) and/or owner(s) about any transaction requested by a trustee. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of all trustees and/or owners before we permit any account transaction if we believe it is necessary to do so. If any trustee ceases to be a trustee (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor trustee, if applicable, is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require a copy of the complete trust agreement and all amendments (both present and future as they may arise) to the trust agreement. In addition, we may, but shall not be obligated to, require satisfactory written documentation of any change in trustee(s), and of any revocation, termination or change to the trust. We also may, but shall not be obligated to, refer to the trust agreement, trust amendments, and any related trust documentation, to answer any questions we may have about the trust. We shall not, however, be responsible or liable for any acts of a trustee in breach of the terms of any trust agreement, nor shall we be responsible for enforcing or complying with the terms of any trust agreement. The trustee(s) on the account shall be solely responsible for observing and performing all of the obligations and duties of a trustee under, and for complying with, the terms and provisions of the trust agreement. We shall have no duty or responsibility to ensure any trustee's actions are in compliance with applicable law or the terms and provisions of any trust agreement, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account.

**FIDUCIARY ACCOUNT.** This is an account opened by a person in the capacity as a personal representative, guardian, conservator, agent, custodian, or other fiduciary, for the benefit of other person(s) who are the beneficial owner(s) of the account. The fiduciary is the owner of the account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the fiduciary designated on the account, for the benefit of the beneficial owner(s) of the account.

Unless specifically instructed in writing to the contrary, the designated fiduciary is deemed fully authorized to engage in any and all account transactions without the consent of any beneficial owner(s). We shall have no duty to notify any beneficial owner(s) or any one else about any transaction requested by a fiduciary. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of the fiduciary and all beneficial owners before we permit any account transaction if we believe it is necessary to do so. If the designated fiduciary ceases to be the fiduciary (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor fiduciary is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require such legal and other documentation as we may deem necessary, from time to time, regarding the establishment, existence, terms and conditions of the fiduciary relationship. In addition, we may, but shall not be obligated to, require satisfactory written documentation of any change in fiduciary, and of any revocation, termination or change to the fiduciary relationship. We also may, but shall not be obligated to, refer to any legal or other documentation regarding the fiduciary relationship, to answer any questions we may have about the fiduciary relationship. We shall not, however, be responsible or liable for any acts of a fiduciary in breach of the terms of any fiduciary relationship, nor shall we be responsible for enforcing or complying with the terms of any fiduciary relationship. The designated fiduciary on the account shall be solely responsible for observing and performing all of the obligations and duties of a fiduciary under, and for complying with, all laws and legal and other documentation applicable to the fiduciary and its fiduciary relationship. We shall have no duty or responsibility to ensure the fiduciary's actions are in compliance with applicable law or the terms governing the fiduciary relationship, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account.

**"HUTMA" ACCOUNT.** This is an account opened under the Hawaii Uniform Transfers to Minors Act ("HUTMA"). Under a HUTMA account, a person designated as a custodian, maintains and administers the account for the benefit of the beneficiary, the beneficial owner of the account (who must be under twenty-one (21) years of age). A HUTMA account may have only one (1) custodian and only one (1) beneficiary. The account and funds deposited in the account, together with any interest and any future additions to the account, are held and controlled by the custodian designated on the account, for the benefit of the beneficiary.

The designated custodian is the owner of the account and is deemed fully authorized to engage in any and all account transactions without the consent of the beneficial owner. We shall have no duty to notify the beneficial owner about any transaction requested by a custodian. We reserve the right, but shall not be obligated, to require the signatures and/or written consent of the custodian and the beneficial owner before we permit any account transaction if we believe it is necessary to do so. If the designated custodian ceases to be the custodian (due to death, resignation, incapacity, removal, or otherwise), we may suspend the account until a successor custodian is lawfully appointed.

In opening, maintaining and/or administering the account, we may, but shall not be obligated to, require such legal and other documentation as we may deem necessary, from time to time, regarding any change in custodian, and of any termination of or change to the custodial relationship. We also may, but shall not be obligated to, refer to any legal or other documentation regarding the custodial relationship, to answer any questions we may have about the custodial relationship. We shall not, however, be responsible or liable for any acts of a custodian in breach of HUTMA, any other law, or the terms of any custodial relationship, nor shall we be responsible for enforcing or complying with HUTMA, any other law governing the custodial relationship, or the terms of the custodial relationship. The designated custodian on the account shall be solely responsible for observing and performing all of the obligations and duties

of a custodian under, and for complying with, HUTMA, and all other laws and legal and other documentation applicable to the custodian and the custodial relationship. We shall have no duty or responsibility to ensure the custodian's actions are in compliance with HUTMA or any other applicable law or the terms governing the custodial relationship, nor shall we have any duty or responsibility to inquire about the use or purpose of any account transaction, including, without limitation, any withdrawals from or closure of, the account, nor shall we be responsible for the custodian's proper termination of the custodianship or transfer of the funds in the account to the designated beneficiary.

**"MINOR" ACCOUNT.** This is an account opened by or in the name of an individual under eighteen (18) years of age ("Minor"). The Minor is the owner of the account and the funds held in such an account are for the exclusive right and benefit of the Minor, free from the control of any other person, but subject to the rights (under any applicable law or court order) of any guardian, custodian, trustee, conservator, or other legal representative lawfully appointed and/or designated for the Minor. The Minor is authorized to take any and all actions and conduct any account transactions on the same basis as though the Minor were an adult. We reserve the right, however, to from time to time, place additional conditions and restrictions on this type of account.

**AUTHORIZED SIGNATURES.** The signatory or signatories on the signature card for an account as replaced, renewed, or amended, are the only individuals authorized to engage in any account transaction; except, however, as may be otherwise authorized under the account documents or by law. We reserve the right, but shall not be obligated, to require such documentation as we may deem necessary to determine that any signatory or signatories on the signature card has or have been properly authorized. We shall not be liable for refusing to honor any instruction or transaction if we believe that any required signature is not genuine. We may, but shall not be required to (unless required by law), accept facsimile, digital or other form of electronic signatures.

**POWER OF ATTORNEY.** We may, but shall not be obligated to, recognize any power of attorney or the authority of anyone but the account owner(s) to engage in any account transactions. We will not recognize any power of attorney unless the power of attorney is in a form and content acceptable to us and is filed with us. If we accept a power of attorney, we may rely upon that power of attorney until we have received a satisfactory written revocation of the power of attorney. We shall have no duty or responsibility to inquire about the use or purpose of any account transaction made by the designated attorney-in-fact or agent, including without limitation, any withdrawals from or closure of, the account by said attorney-in-fact or agent.

**TAXPAYER IDENTIFICATION NUMBER.** We require any person who wishes to open or has opened an account with us to provide a U.S. Taxpayer Identification Number ("TIN") that is certified as correct, and to maintain the TIN during the life of the account. We may refuse to open or continue any account if we are not provided with a properly certified TIN. Failure to furnish a TIN may result in backup withholding to the Internal Revenue Service and/or closure of the account. We reserve the right, from time to time, to place additional and/or different conditions and restrictions on accounts to foreign or non-resident persons.

**ACCESS.** You may instruct us and make any account transaction (such as deposits, withdrawals, opening and closing an account) in person, by mail, by telephone, or by any electronic means which we may from time to time permit, provided, however, that we reserve the right to impose such conditions, restrictions, confirmations and verifications, as we deem necessary on any account transaction.

**SPECIAL ACCOUNT INSTRUCTIONS.** You may request, but we shall not be obligated to, administer certain trust, court orders, or other special arrangements. However, be advised that because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, court order, or other special arrangement. If you ask us to follow any instructions that we believe may expose us to loss, claims, lawsuits, expenses, liabilities or damages, we reserve the right to refuse to follow your instructions, to require you to indemnify us, to post a bond, or to provide us with other protection as we deem necessary.

**CREDITING OF DEPOSITS.** Deposits made before the deposit cutoff hour for any business day are credited to your account on that business day, subject, however, to any limitations and restrictions set forth elsewhere in the account documents. Deposits made after the deposit cutoff hour on any business day and deposits received on any non-business day will be credited to your account on the next business day, subject, however, to any limitations and restrictions set forth elsewhere in the account documents. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final collection in U.S. dollars. We are not responsible for transactions by mail or from another depositary until we actually receive them.

**CHECK ENDORSEMENTS.** We may, but shall not be required to, endorse checks for you that we receive for deposit. Such checks must be made payable to you. For a joint owners account, we may receive for deposit any checks made payable to any owner or owners, and supply any missing endorsements of any owner or owners. If a check that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both persons, we may receive for deposit and process the check as though it is payable to either person, or to both persons, as we deem appropriate in our sole discretion.

**HOLD POLICY.** Checks and other items deposited are subject to verification and the provisions of the Hawaii Uniform Commercial Code, as amended from time to time. When a check or other item other than cash is included in a deposit, the amount of the check or other item will be provisionally credited to your account on the day of deposit, subject to collection. In some cases, we may either wait to credit your account or place a "hold" on your account for the amount of the check or other item, until a final disposition is made with respect to the check or item (this may happen, for example, when a deposited check is for a large amount or is drawn on an out-of-state or remote bank). If we do this, we will notify you at the time you make your deposit. We will also give you an estimate of how long we will have the "hold" on the check or item. If we decide to take this action after you have left the branch, we will mail you the notice by the next business day after we receive your deposit.

**STALE CHECKS.** We may, but shall not be obligated to, accept for deposit, any check that is presented more than six (6) months past the date that it was written.

**ELECTRONIC FUND TRANSFERS.** Electronic fund transfers are only permitted for savings accounts. We may, but shall not be required to, accept wire transfers. Electronic deposits involving the Automated Clearing House are not final until we receive final settlement of the incoming electronic deposit. All electronic fund transfers shall be subject to the terms, conditions and restrictions contained in our Electronic Fund Transfer Agreement which may from time to time be amended, and which shall be deemed a part of this agreement.

**FEES.** Your account is subject to certain fees as adopted by us and set forth in our fee schedule, which may be amended from time to time. When we render any service covered by the fee schedule, we will not provide you with notice prior to assessing the fee to the account. The fee schedule will be provided at the time the account is opened and may also be obtained from any of our branches. If there are any changes to the fee schedule which will adversely affect you, we will provide you with written notice at least thirty (30) days before the change, or as may be otherwise required by law.

**TRANSFER AND ASSIGNMENT.** You do not have any right to transfer your account or assign rights in your account, except and unless as provided in this section. By "transfer" we mean a transaction in which you give up all ownership interest in the account and give that ownership interest to another person. By "assign" and "assignment" we mean a transaction in which you give up only a portion of your rights in the account to another person.

We reserve the right to impose certain conditions, restrictions and limitations from time to time on any account transfer or assignment including, without limitation, consent to the transfer or assignment by all parties with ownership interests in the account, that such account be free from liens and encumbrances and that new account documents be signed by the transferee(s) or assignee(s). In the case of a transfer of a time certificate account, the certificate must be surrendered to us and then a new certificate will be issued to the transferee(s).

If you want to assign a portion of your rights in an account to another person, you must give us a written instrument of assignment that is acceptable to us. The assignment, if permitted, will be effective only when it is noted by us on our books. Depending upon the terms of the assignment, we may limit or restrict your rights to the account, including without limitation, to withdraw funds from the account. In the case of an assignment of a time certificate account, we must note the name of the assignee and the rights assigned, on the face of the certificate or on an attachment to the certificate.

**REQUEST FOR ACCOUNT CHANGES.** We reserve the right to approve or disapprove any account changes which you request regarding your account, and to condition any approval on your providing such additional documentation as we deem necessary or desirable and paying such fees as we may require.

**NOTICE OF YOUR ADDRESS OR NAME CHANGES.** You are responsible for notifying us in writing of any address or name change to your account, and for providing such confirming documentation as we may require. We are only required to attempt to communicate with you at the most recent address you have provided us. We may, but shall not be obligated

to, accept oral notices. Any written notice you give us is effective when we receive it.

**NOTIFICATION OF DEATH.** We may continue to honor and follow all instructions and directions of an owner or signatory regarding an account until we are notified of such owner's or signatory's death. We may require anyone claiming a deceased owner's account and funds, to provide a certified copy of the death certificate for the deceased owner, and to indemnify and hold us harmless for, from and against all losses, costs, expenses, claims, liabilities, damages, and attorneys' fees incurred by us in connection with honoring a claimant's request regarding disposition of the account and funds in the account.

**NOTICE OF AMENDMENTS.** Except as may be prohibited or restricted by law, we may change these terms and conditions at any time, and will inform you of any changes affecting your rights and obligations as a depositor by mailing a notice to your last known address as shown in our records or by posting a sign in each of our branches or by giving other notice as required by law. We do not have to notify you in advance if the change is necessary for security reasons or we are required by law to make the change, unless advance notice is required by law. If you maintain your account after the effective date of the change, you will have been deemed to automatically agree and consent to the change. Any written notice we give you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your last known address as shown in our records. For joint owners accounts, any notice, statement or other material will be mailed, delivered or given to only one of you, but shall be considered mailed, delivered and given to all of you, unless we are required by law to give notice to each one of you.

**DORMANT ACCOUNTS.** After three (3) years of no activity or transactions on your account, contact with you or communication from you regarding your account, your account will be placed on a dormant status, until your account becomes reactivated, is closed or is turned over to government authorities as required by law. For dormant accounts, we will only send notices and statements as may be required by law, and if not required by law, then as we may elect to do so in our sole discretion.

**ESCHEAT ACCOUNTS.** After five (5) years of no activity on your account, contact with you or communication from you regarding your account, the funds in your account may be presumed abandoned under certain circumstances and subject to escheat to the State of Hawaii. This means the funds would be transferred to the State of Hawaii as unclaimed or abandoned property. If required by law, we will send you a notice if your account is subject to escheat. Such notice will be mailed to you at your last known address as shown on our records. Once funds have been turned over to the State, your account will be closed and we shall have no further responsibility or liability to you regarding such account or funds. If you choose to reclaim such funds, you must apply to the appropriate governmental agency.

**SUSPENDED ACCOUNTS.** We may suspend your account (not permit any account transactions) for any of the following reasons: (a) we have reason to believe your account is involved in or affected by legal proceedings; (b) we receive inconsistent or conflicting instructions concerning your account from owners, signatories or anyone else who has or claims rights, or interests with respect to your account, or there are conflicts or disputes among owners, signatories or anyone else who has rights, duties or