



First Hawaiian Bank
CASH REWARDS BUSINESS PROGRAM AGREEMENT

By requesting participation in the Cash Rewards Business Program ("Program"), you agree to be bound by all the terms of this Cash Rewards Business Program Agreement ("Agreement"). In this Agreement, the words "Company", "you" or "your" mean the entity participating in this Program. The word "Card" means a Cash Rewards Business Card or account number, whether or not a plastic card is actually issued to the Company. The word "Employee" means the officers, members, managers, partners, employees, agents, or representatives designated and authorized to use a Card assigned to the Company under this Agreement, whether the Card has the employee's name, the name of an office or department designated by the Company, or the Company's name. The words "we", "us," "our," or "Bank" mean First Hawaiian Bank and other agents we use under the Program. Unless otherwise defined herein, capitalized terms shall have the meanings given in the Cash Rewards Credit Card Agreement governing your account ("Card Agreement").

Program and Reward Eligibility

1. You must be a business credit card account holder to participate in the Program.
2. Participation in the Program is subject to this Agreement and the applicable Card Agreement. If you have more than once Card Agreement, each Agreement will apply. Any failure to comply with this Agreement and the Card Agreements, any fraud or misrepresentation of any information furnished to us or our affiliates by you, or anyone acting on your behalf, may result in the termination of participation in the Program and/or forfeiture of your Cash Rewards earned under your Card Accounts. Notwithstanding anything to the contrary in this Agreement, the terms of the applicable Card Agreement will control over any inconsistent term in this Agreement.
3. In order to earn Cash Rewards under the Program, your Credit Card Account must be open and in good standing. This means that if a Card Account is closed on the statement date, you will not earn any Cash Rewards on that Account even if you made Purchases during the month with your Card. Determinations of what constitutes a closed Card Account or Card Account in good standing will be made by us in our sole discretion. An account is no longer in good standing if the minimum payment is not received by the due date, or the account is overlimit, subject to bankruptcy, involved in fraud, charged off, otherwise in default under the terms and conditions of your Credit Card Agreement.

Accumulation of Cash Rewards

4. Cash Rewards are earned as 1.5% on all qualifying purchases.
5. Cash equivalents (such as the purchase of traveler's checks or cashier's checks), unauthorized or fraudulent charges, and Card-related fees do not earn Cash Rewards. ATM withdrawals and Cash Advances do not earn Cash Rewards. Any credit on your Card Account because of a return of goods or for any other reason will result in a corresponding deduction of Cash Rewards. We may give you notice that limited time promotions are offered providing for Cash Rewards at a level higher than 1.5% of Purchases, subject to all of the other terms of this Agreement. Any such limited time promotions will be offered, modified, and terminated at our sole discretion.
6. Questions as to what constitutes a qualifying Purchase, as well as any exceptions, are at our sole discretion. We reserve the right to verify and adjust Cash Rewards at any time without notice. We reserve the right to disqualify cardholders who have violated this Agreement.
7. Cash Rewards cannot be earned until the Card Account has been established and a Card Account number has been assigned. Cash Rewards will be earned beginning with the statement period in which you join the Program. No retroactive Cash Rewards will be given.

Cash Rewards Distribution

8. Cash Rewards are distributed monthly in the form of a statement credit and will show on the individual employee's monthly Cash Rewards Business Credit Card billing statement as "Cash Rewards" while your Card Account is open and in good standing.
9. Credit balances created by posting of Cash Rewards will be applied against future account activity or upon request will be distributed to the business in cash.

Expiration/Termination of Cash Rewards

10. If an individual employee's Card Account is closed for any reason, any outstanding Cash Rewards that have not yet posted on the Card Account shall be forfeited.

Termination or Changes to the Program

11. We reserve the right to terminate the Program or to change the Program rules, benefits, or Cash Rewards levels, in whole or in part, at any time with or without prior notice, even though changes may affect your accumulated Cash Rewards. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program. The accumulated Cash Rewards do not entitle you to any vested rights with respect to Cash Rewards, credits, or benefits. We will attempt to give advance notice to you before terminating or making changes to the Program, unless immediate changes are required by law or by other circumstances beyond our control.

Miscellaneous

12. Accumulated Cash Rewards do not constitute your property and cannot be bought or sold in any way (including by reason of death, as a part of a business relations matter, or otherwise by operation of law). Any person violating the foregoing restriction is subject to termination of the Card Account(s), deduction of Cash Rewards from the Card Account, and/or liability for damages and litigation and transaction costs.

13. You may not assign, transfer or pledge your Cash Rewards.

14. Please consult your tax advisor concerning any income or other tax consequences that may be related to the Program. Liability for any applicable federal, state, or local tax arising out of the accumulation or distribution of Cash Rewards shall be your sole responsibility.

15. For information related to your Card Account or updates to the Cash Rewards Business Program, call BankCard Customer Service at 847-4444 or 1-800-342-2778.

16. The Program is void where prohibited by federal, state, or local law.