



UNITED® WORLD ELITE BUSINESS CREDIT CARD AGREEMENT

1. **General.** This is the Agreement which will cover the use of the account by the officers, members, managers, partners, employees, agents, or representatives designated and authorized by the corporation, Limited Liability Company, partnership, agency, sole proprietor, or other entity named in the Business Credit Application and Agreement (the "Application"). In this Agreement, the words "Company" or "you" mean the entity or individual which signed the Application. The word "Employee" means the officers, members, managers, partners, employees, agents, or representatives designated and authorized to use the account, now or in the future. The words "we," "us," "our" or "Bank" mean First Hawaiian Bank. The word "Card" means a United World Elite Business Credit Card. The term "Credit Card account" means the United World Elite Business Credit Card account. By requesting, accepting or using the Card, Company agrees to be bound by the terms of this Agreement.

2. **Application.** By signing the Application, Company requests us to issue Cards bearing the name of the Company and, in addition, the name of any Employee which Company may designate from time to time in the future in writing to us. Each such Employee is authorized by Company to use the Card.

3. **Company's Representations and Warranties.** Company, and the person(s) executing the Application on behalf of Company and executing each request for an additional Card, represent and warrant to us as follows:

a. **Financial Information.** All information supplied or statements made by Company in any financial, credit or accounting statement before or after execution of the Application are true, correct, complete, valid and genuine. Company shall immediately notify us of any material adverse changes which affect the information Company has given. Upon our future request, Company agrees to promptly give us accurate information about itself, financial, income and otherwise. Company authorizes us to make other inquiries as to the finances and creditworthiness of Company, and we are also authorized to provide credit bureaus and others with information about our experience with Company under this Agreement.

b. **Organization and Standing of Company.** Company is duly organized, validly existing and in good standing under the laws of the state, commonwealth, territory or other jurisdiction where it was originally established and wherever else it does business and has all requisite power and authority to conduct its business as it now conducts such business.

c. **Authorization.** The person(s) who executed the Application is authorized and empowered in the name and on behalf of Company to execute and deliver the Application, for and on behalf of Company and to do all things necessary or convenient to cause us to issue the Cards; Company has the requisite power and authority to enter into the Application and this Agreement, to perform its obligations thereunder and to consummate the transactions contemplated thereby; the execution and delivery of the Application and the consummation by Company of the transactions contemplated in the Application and this Agreement have been duly authorized by Company (and its board of directors, shareholders, members, managers, or partners, as applicable and if necessary) and no other proceedings on the part of Company are necessary to authorize the execution and delivery of the Application and the performance of this Agreement and the transactions contemplated hereby and thereby; and the Application, this Agreement, and each other document required to be executed and delivered by Company in connection herewith constitutes a valid and binding obligation of Company enforceable against Company in accordance with its terms, except to the extent enforceability is limited by law.

d. **Litigation, Etc.** There is no pending or threatened action or investigation before or by any court or governmental agency which, if adversely decided, would have any material adverse effect on the condition of Company other than those already disclosed by Company to us in writing.

e. **Disclosure.** Neither the Application, this Agreement nor any document furnished to us in connection with the transactions contemplated hereby contains any false or misleading statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

4. **Use.** The Cards may be used only for business purchases of goods or services from participating merchants ("Purchases") up to the Credit Limits; provided, however, the Cards may not be used to make Purchases or obtain Cash Advances for any illegal transaction, such as online or internet gambling. If the Cards are used for any illegal transaction, this Agreement also applies to such transaction and Company agrees to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate the Cards if we notice excessive use of the Cards or other suspicious activities or if we reasonably believe the Cards are or have been

used for one or more illegal transactions. Company also has the option of allowing Cash Advance access to Employees by completing the Cash Advance section on the Application. If Company has chosen to allow one or more Employees to have Cash Advance access by filling in the appropriate information on the Application, this means that any such Employee designated by Company will be able to use the Card to withdraw cash from automated teller machines ("ATMs") and in over-the-counter transactions. The limits on and fees for ATM services are described below and in the United World Elite Business Credit Card Disclosure. Company agrees that all Cards will be used solely for business use and not for consumer credit purposes.

5. **Special Card Program Provisions.** The United MileagePlus Program is a loyalty program associated with your Card. In addition to the terms and conditions of this Agreement, the terms and conditions of the United World Elite Business Credit Card Program Agreement provided to you with this Agreement shall also apply to your Card.

6. **Credit Limits.** We will notify Company of its overall Credit Limit for all Cards issued to Company. Company agrees not to incur debt, including but not limited to Purchases, Cash Advances, FINANCE CHARGES (including but not limited to interest, Foreign Transaction Fees, and Cash Advance Transaction Fees), late charges, membership fees, and other fees, to us on all Cards in an amount exceeding the overall Credit Limit. Company may apply to increase the overall Credit Limit, and we reserve the right to lower it. Company shall designate an individual Credit Limit for each individual Employee within the overall Credit Limit, and Company agrees not to incur debt on any Card in excess of the individual Credit Limit for that Card. We may but are not required to approve transactions above your Credit Limits. If we do, those transactions will not increase your Credit Limits. Company is responsible for repaying all over-limit amounts and FINANCE CHARGES will be assessed on those amounts. For security reasons, we may limit the number or amount of Purchase Cash Advance and/or Convenience Check transactions that may be accomplished with each Card. We may also limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify collection of Payments received on the Credit Card account. Payments made by check or in a manner other than cash, electronic funds transfers, or automated clearing house may result in delayed restoration of the Credit Limit.

7. **Agreement to Pay.** Company agrees to pay for all credit extended in connection with any Card issued to any Employee pursuant to the Application and this Agreement, including all applicable charges set forth in this Agreement. Company agrees to pay us for such credit extended regardless of the purpose for which the Employee obtains credit by use of any Card issued pursuant to the Application and this Agreement. Any failure on the part of an Employee to sign a sales draft or Cash Advance draft shall not release Company of its obligation to repay the credit extended. When an Employee uses the Card, or anyone else is permitted to use it, Company agrees to pay the amount of any and all Purchases or Cash Advances (including Purchases and/or Cash Advances which may have been made in violation of this Agreement), and the FINANCE CHARGES (including but not limited to interest, Foreign Transaction Fees, and Cash Advance Transaction Fees), or late charges that may become due as shown on the periodic statement. Company agrees that we may change or cancel the Credit Card Account at any time without affecting Company's obligation to pay the amounts that are owed under this Agreement.

8. **Payment.** Each month we will send Company a statement for the previous billing period. Company must make a payment by the "Payment Due Date." Company may pay the entire "New Balance" or may pay in installments by paying at least the "Minimum Payment Due." All payments must be made in the lawful money of the United States of America. When your payment is properly received, we will allocate your payment in a manner we determine except as otherwise required by law. Upon confirmation of collection, we will add any Cash Advances or Purchases repaid to your available Credit Limit; however, in the event of payment by check, we may delay replenishing your available Credit Limit until your check clears. This means that you may not have access to all or part of the Credit Limit until we have collected the funds by which you have made payment on the account. If payments are made by certified or cashier's check, electronic funds transfer, automated clearing house, or other means that provide immediate collected funds, we may waive the right to delay restoration of the Credit Limit.

Payments must be mailed to the BankCard Center address specified in your periodic statement. Payments must reach our BankCard Center by 5:00 p.m. HST during our regular business day in order to be credited on that date. Payments received after the cutoff times of 5:00 p.m.

HST will be credited as of the following business day. If you make a payment in person at our branches with the assistance of a branch employee prior to regular closing time for the branch, the payment will be credited as of the date received. If the Company makes a payment by any means other than by mail to our BankCard Center (including payments made by using FHB Online), crediting of your payment may be delayed.

9. **Minimum Payment; Late Charge.** At least the amount of the "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply a late charge of \$19.00 if your New Balance is less than or equal to \$250 or \$39.00 if your New Balance is greater than \$250, unless such charge would result in an interest charge greater than the maximum allowable by law, in which case we will only charge the maximum allowable. The "Minimum Payment Due" will include the amount calculated by using the table shown below, and will also include any amount past due on your account. Your statement will include the past due amounts as part of the "Minimum Payment Due".

New Balance	Minimum Payment Due
\$ 0.01 - \$14.99	Entire "New Balance"
\$15.00 - \$500.00	\$15.00
Over \$500.00	3% of "New Balance"

10. **When You Must Pay to Avoid INTEREST CHARGE.** Company may avoid paying an INTEREST CHARGE on Purchases if it pays the entire New Balance by the Payment Due Date. If we do not receive the entire New Balance by the Payment Due Date, the INTEREST CHARGE will be charged on Purchases from the date of the transaction. INTEREST CHARGES on Cash Advances begin on the transaction date of each Cash Advance and will be assessed even if your entire New Balance is paid by the Payment Due Date.

11. **Computing Your INTEREST CHARGE.** We figure the INTEREST CHARGE on your Credit Card account by applying the periodic rate to the "Average Daily Balance" of Purchases and "Average Daily Balance" of Cash Advances (including current transactions.)

a. **Average Daily Balance.** To get the "Average Daily Balance" of Purchases, we take the beginning balance of your Credit Card account each day, add any new Purchases, and subtract any Cash Advances, payments or other credits which were applied to Purchases, unpaid FINANCE CHARGES, late charges, and other fees. This gives us the Purchases daily balance. To get the "Average Daily Balance" of Cash Advances, we take the beginning balance each day, add any new Cash Advances, and subtract any Purchases, payments or other credits which were applied to Cash Advances, unpaid FINANCE CHARGES, late charges, and other fees. This gives us the Cash Advances daily balance. Then, we add up all of the Purchases or Cash Advance daily balances for the billing period and divide each total by the number of days in the billing period. This gives us the "Average Daily Balance."

b. **Figuring the INTEREST CHARGE.** We compute the INTEREST CHARGE by multiplying these Average Daily Balances by the Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To determine the Daily Periodic Rate, we divide the ANNUAL PERCENTAGE RATE in effect for the billing period by 365. All Credit Card accounts are made on a Variable Rate basis for Purchases, and the way we get the ANNUAL PERCENTAGE RATE and Daily Periodic Rate for Purchases is described below under "Variable Rate." The Daily Periodic Rate for Cash Advances is a Fixed Rate of .0493%, which is equivalent to an ANNUAL PERCENTAGE RATE of 18.00%. As noted above, Company may avoid paying the INTEREST CHARGE on Purchases if it pays the entire New Balance by the Payment Due Date; however, the INTEREST CHARGE on Purchases will otherwise accrue from the date of transaction. The INTEREST CHARGE on Cash Advances will accrue from the date of the Cash Advance.

c. **Variable Rate.** The current ANNUAL PERCENTAGE RATE and Daily Periodic Rate for Purchases are shown on the variable-rate disclosure which has been provided to you with this Agreement. The Daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE may change on the first day of each of your billing cycles that begin in March, June, September, and December. Each date on which the rate of interest could change is called a "Change Date." Changes will be based on changes in the "Index." The Index is the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal*. If the Index is no longer available, we will choose a new index based upon comparable information and will give you notice of our choice. The highest Index figure published within the three months immediately preceding the calendar month in which the Change Date occurs is called the "Current Index." The Current Index will not be less than 4.50%. Your interest rate for Purchases is based on a variable rate equal to the sum of the Current Index plus a "Rate Spread" of 10.99 percentage points. Immediately before each Change Date we will determine the new interest rate for Purchases by adding the Rate Spread to the Current Index. For example, if the Current Index was 7.00% and the Rate Spread 10.99 percentage points, the ANNUAL PERCENTAGE RATE would be 17.99%, and by dividing this percentage figure by 365, we would compute a Daily Periodic Rate of .0493%. The new interest rate for Purchases will become effective at the start of your first billing cycle after the Change Date. Only one ANNUAL PERCENTAGE RATE and Daily Periodic Rate for Purchases will be in

effect for any one billing period. The ANNUAL PERCENTAGE RATE will not exceed the maximum rate permitted by law. The effect of any increase in the ANNUAL PERCENTAGE RATE and the Daily Periodic Rate for Purchases would be to increase the amount of FINANCE CHARGE or interest you must pay and thus increase your monthly payments.

12. **Foreign Transaction Fee.** If a Purchase or Cash Advance is made in a foreign currency, it will be billed in U.S. dollars. The foreign transaction fee will be billed for these Purchases and Cash Advances made in foreign currency in the amount shown on the United World Elite Business Credit Card Disclosures. This fee, which is a FINANCE CHARGE, is not a foreign currency conversion charge and is not based on our exchange cost.

13. **Cash Advance Transaction Fee.** We will charge the Credit Card account when appropriate the following transaction fees, each of which are FINANCE CHARGES:

ATM or Over-the-Counter Cash Advance	3% of the amount, \$10 minimum
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The fees will be added to the Credit Card balance when charged.

14. **Annual Membership Fee.** Company promises to pay a nonrefundable annual membership fee of \$99.00 for each Card issued based on the number of Cards issued to Company. This fee is payable at the time the Credit Card accounts are opened and annually thereafter. This fee is charged whether or not an Employee uses the Card. We reserve the right to waive all or a portion of the annual fee.

15. **Other Fees.** Company also agrees to pay us the applicable fees listed below, which may be increased from time to time by us. Company authorizes us to charge your Credit Card account for the fees due to us. We reserve the right to waive these fees from time to time. If we incur special expenses on your Credit Card account due to a request made by you, we may also charge you for these expenses.

If Company requests Employees to have access to Cash Advances and Employee uses an ATM not owned by us, a fee may be charged by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). We cannot waive these fees.

Automated Teller Machine (ATM) Transaction Fees:

	At a First Hawaiian Bank ATM	At a Network ATM
• Deposit Account Withdrawal		
◆ Domestic	N/C	\$3.00
◆ International	N/A	\$5.00
* Balance Inquiry	N/C	\$1.00

Additional fees may be imposed by other parties if a transaction is made at an ATM not operated by us.

Note: N/C = No Charge; N/A = Not Applicable; Domestic = at an ATM in U.S., Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

Payable at Time of Request

• Copy of Sales Draft	\$ 5.00
• Research Fee	\$ 17.50/half-hour
• Copy of Billing Statement	\$ 5.00

Payable at Time of Delivery

• Replacement Card issued by First Hawaiian Bank	\$ 20.00
• Rush Card Delivery Fee	\$ 35.00

16. Automated Terminal Services.

a. **Automated Terminals.** Employees may use their Card to get a Cash Advance at:

- ◆ Any automated teller machine (including any ATM we may own) that is participating in a network and accepts our Card ("Network ATM"); and
- ◆ Any point-of-sale terminal that accepts our Card ("POS terminal").

b. **Services Available at an Automated Terminal.** Employees may use their Card at any Network ATM to:

- ◆ Receive their Credit Card account balances. These balances may not include some transactions recently made in that Credit Card account.
- ◆ Get a Cash Advance from their Credit Card account.

c. **Point-of-Sale Terminal.** The Card may also be used at a POS terminal to purchase certain merchandise. The amount of the purchase will automatically be charged to the Employee's Credit Card account as a Purchase.

d. **Limits of Cash Advances at Automated Terminals.** The withdrawal amount should not exceed the Credit Limit.

e. **Fees for Using Automated Terminal Services.** The fees for using certain automated terminal services are listed in "Other Fees" section above.

17. **Card and Personal Identification Number (PIN) Use.** Company is responsible for all transactions in which Employees use their Card in an automated terminal, or the use of the Card by anyone else who uses it with Company's permission. Security in use of the Card is provided by the PIN, which we will provide you and the magnetically encoded stripe on the Card. Please keep the Card safe, and also protect the PIN. Do not record the PIN on the Card. Use the Card and the PIN as instructed at all times. Company is responsible for instructing Employees on card usage and security measures. We will not be liable for your failure to instruct Employees. Please notify us of any mechanical or operating failure in connection with the use of your Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. Company must return Card(s) to us when asked. Cards must not be used after the expiration dates.

18. **Unauthorized Use.** In the event of possible loss, theft or unauthorized use, Company agrees to notify us immediately. Company may be liable for the unauthorized use of any Card issued under this Agreement. If 10 or more Cards are issued pursuant to this Agreement, Company shall be strictly liable for any unauthorized use. If fewer than 10 Cards are issued pursuant to this Agreement, Company will not be liable for unauthorized use of the Card which occurs after it notifies us orally at 1-(800)-342-2778, or in writing at BankCard Center, P.O. Box 1959, Honolulu, Hawaii 96805, of loss, theft, or possible unauthorized use, and Company's liability for unauthorized use of the Card will not exceed \$50.00 per Card for use of a Card by anyone other than an Employee prior to notice to us. However, a Card in the possession and control of an Employee, even after his or her authority to use the Card has been revoked by Company, is not considered lost or stolen, and its use by such Employee is not unauthorized. Company must recover the Card from the Employee. Company agrees to assist us in determining the facts and circumstances relating to any unauthorized use of a Card.

19. **Where to Call or Write.** If you believe any Cards have been lost or stolen or that someone has transferred or may transfer money from the Credit Card account or otherwise use the Credit Card account without your permission, call: 1-(800)-342-2778 or write to: BankCard Center, P.O. Box 1959, Honolulu, Hawaii 96805.

20. **Our Business Days.** Our business days are Monday through Friday, except for bank holidays.

21. **Credit Information, Investigation & Disclosure.** We may from time to time ask you for information for the purpose of conducting a credit review of Company. You agree to provide us with the requested information within a reasonable period of time, and authorize us and our agents to inspect your records and books of account (and make extracts therefrom) and to discuss your affairs, finances and accounts with your representatives, all at such times and as often as we may reasonably request. You authorize us, both now and in the future, to check Company's credit history and to release information about our credit experience with you in response to legitimate credit inquiries.

22. **Security Interest.** We have no security for any amounts which become due under this Agreement unless you have given a specific security interest in connection with this Agreement, which is described on a Supplement to this Agreement.

23. **Authorizations by Bank; Disputes with Merchants.** Some Purchases and Cash Advances will require our prior authorization. We may limit the number of authorizations we give on a Credit Card account on any day or for other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Card. Company shall attempt to settle any claims of disputes for Purchases with the seller and hereby waives any and all claims against us in connection therewith.

24. **Default.** We may declare the entire balance for all Credit Card accounts due and payable at once with or without notice or demand if any of these events ("Default") happens:

a. If you miss a payment under this Agreement or any other obligation you owe us; or

b. If you violate any terms of this Agreement.

If you are in Default, we may terminate your Credit Card account, make no more additional loans or advances, and require you to immediately repay the entire unpaid balance of all amounts due on your Credit Card account, including but not limited to all loans amounts, late charges and other charges assessed but not paid, and all of the FINANCE CHARGES accrued but not paid. If we terminate your Credit Card account, your obligation to repay the amounts you already owe us would continue. In addition to any other right or remedy we have, if you are in Default, we may also increase your Daily Periodic Rate to .0493%, which has a

corresponding ANNUAL PERCENTAGE RATE ("Penalty APR") of 18.00% fixed, for the entire outstanding balance, from and after the date of Default. Your payments under this Agreement, including the amount of the FINANCE CHARGE, will increase as a result of the increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE and any such increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE will be shown on your periodic statement.

At our option, we may also take action short of terminating your Credit Card account. If your minimum payment (shown on your periodic statement as "Minimum Payment Due") is not received for two consecutive billing periods or you fail to otherwise meet the repayment terms, we may increase your ANNUAL PERCENTAGE RATE for Purchases and Cash Advances and any applicable promotional rates to a .0493% Daily Periodic Rate and an ANNUAL PERCENTAGE RATE of 18.00% fixed. Your payments under this Agreement, including the amount of the FINANCE CHARGE, will increase as a result of the increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE, and any such increase in your Daily Periodic Rate and ANNUAL PERCENTAGE RATE will be shown on your periodic statement. We may reinstate your Daily Periodic Rate and ANNUAL PERCENTAGE RATE to the rate set forth in this Agreement once you have met the terms of the Agreement for at least six (6) consecutive billing periods, including having had no late payments, overlimit transactions or returned checks. If we take such lesser action initially, we reserve the right to terminate your Credit Card account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred that would permit termination and acceleration.

25. **Collection.** Company promises to pay all collection costs, including reasonable attorneys' fees and court costs at trial and on appeal, all as permitted by law.

26. **Right of Offset Authorized.** In the event of any acceleration of the balance due hereunder, Company authorizes us to offset the amount due against any amounts Company has on deposit with us.

27. **If There is More Than One Signature on the Application.** If more than one person or entity is the "Company" under the Application and this Agreement, each of you individually, or all of you together, will be liable under the Application and this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other(s).

28. **No Waiver of Rights.** If we choose to waive any terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this agreement in the future. We are not required to use any particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitutes a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

29. **ATM Safety.** It is important to be aware of your surroundings when using an ATM, especially at night. When you are using an ATM, you should secure any cash you withdraw before leaving the ATM. If you need to use an ATM at night, consider taking someone you know with you, and only use an ATM that is well-lit and unobstructed from view. If anything appears to be suspicious, do not use the ATM. Always call 911 in the event of an emergency or to report any suspicious activity. If you have any questions or comments about the safety of any of our ATMs, please call us on Oahu at (808) 844-4444 or 1-888-844-4444 from the neighbor islands, Guam or the CNMI.

30. **Waiver of Certain Rights by Company.** Company, anyone signing the Application and any guarantor agree that they will be liable for repayment of everything they owe under this Agreement, even if we do not follow all legal procedures such as diligence, demand, presentment and notice and protest of dishonor, which we might be required to follow if it were not for this waiver.

31. **Changing Terms.** We can change, add to, delete or otherwise modify the terms found in the Application or this Agreement at any time in any way permitted by law. We will send you notice of any change to this Agreement. Company agrees that the change may cover all Purchases and Cash Advances made on or before the effective date of the change and any outstanding unpaid balances at that time. We do not have to send a notice of the change if it favors you, such as by reducing rates, increasing the maximum Credit Limit, etc.

32. **Canceling this Agreement.** We have the right to cancel this Agreement at any time by sending a notice to Company. Company has the same right to cancel this Agreement at any time by sending a notice to us at BankCard Center, P.O. Box 1959, Honolulu, Hawaii 96805. If this Agreement is canceled, Company's obligation to repay amounts it already owes under this Agreement and credit extended made by Employees before surrendering all Cards to us would continue. The Cards issued under this Agreement remain our property and must be returned when this Agreement is canceled, when any Employee's authorization is revoked by Company, or upon our request.

33. **Other Agreements.** Use of your Card is subject to the terms of existing regulations governing deposit accounts and other agreements and

disclosures for your checking, savings and Credit Card accounts, and any future changes.

34. **Miscellaneous.** By signing the Application, Company agreed that:

◆ When we give Company notice, we may give the notice by mailing it to Company at the address shown in the Application or at any address the Company may later give to us in writing;

◆ This Agreement will be governed by the laws of the State of Hawaii and, as applicable, federal law, regardless of where the Purchases or Cash Advances are made. By accepting the Card, Company agrees to submit to the jurisdiction of local and federal courts in the State of Hawaii, and further agree that any legal action that may be filed by Company elsewhere will be transferred to an appropriate court in Hawaii if we decide that we want it to be transferred.

◆ Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.

◆ Company will not assign this Agreement to any other entity or person, including any purchaser of Company's business or any company into which Company may be merged, without our written consent.

◆ Company will notify us promptly in writing of any (i) changes to Company's name, address, legal status or corporate structure, or (ii) the occurrence of any default on Company's part under the terms of this Agreement; or (iii) any litigation or claims of any kind which might subject Company to any liability exceeding \$10,000.