

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:) GPA Docket 22-09
)
The Application of the Guam Power)
Authority to Approve the Contract for) **ALJ REPORT**
Merchant Services for GPA and GWA.)
_____)



INTRODUCTION

1. This matter comes before the Guam Public Utilities Commission [“PUC”] upon the Petition of the Guam Power Authority [“GPA”] to Approve the Contract for Merchant Services for GPA and GWA.¹
2. GPA requests that PUC approve the Award of a Contract for Merchant Services with First Hawaiian Bank for both GPA and GWA. The Merchant Services provided by First Hawaiian Bank would enable the acceptance and processing of credit and debit card customer billing payments for GPA and GWA at their payment facilities and online.
3. Guam Solid Waste Authority (GSWA) will also receive merchant services from First Hawaiian Bank. Although GSWA was included in the procurement for Merchant Services, GPA has not included GSWA in its present request because the cost of the contract to GSWA does not meet GSWA’s contract review threshold of \$750,000.00 per annum or over the possible 5-year period of the Contract.²

¹ GPA Petition to Approve the Contract for Merchant Services, GPA Docket 22-09, filed March 9, 2022.

² Phone conversation between GPA Legal Counsel Graham Botha and PUC Administrative Law Judge Fred Horecky on March 10, 2022.

BACKGROUND

4. In GPA Docket 21-08, the PUC authorized GPA to issue a Procurement for Merchant Services as set forth in its Petition and Request for Proposal No. GPA-RFP-21-____, for GPA, GWA, and GSWA.³
5. Pursuant to the PUC Order, GPA issued a Request for Proposal for a 1-year contract for Merchant Banking Services, with the option to extend for four 1-year periods.⁴
6. GPA received three proposals in response to the RFP. An Evaluation Committee comprised of GPA and GWA personnel determined that the proposal from First Hawaiian Bank was the most comprehensive and acceptable.⁵
7. The Consolidated Commission on Utilities, subject to PUC approval, authorized the General Managers of the Guam Power Authority and Guam Waterworks Authority to award the Merchant Banking Services Contract to the First Hawaiian Bank at a cost of approximately \$600,000 per year and \$3 million for five years, and \$350,000 per year, and \$1,750,000 for five years, for GPA and GWA respectively.⁶
8. The Merchant Services Contracts would be for a 5-year contract period consisting of a base year and four additional 1-year options.

³ PUC Order, GPA Docket 21-08, dated April 29, 2021, at p. 5.

⁴ Guam Consolidated Commission on Utilities, GPA Resolution No. FY2022-09/GWA Resolution No. 08-FY2022, Relative to the Authorization for the Guam Power Authority and the Guam Waterworks Authority to Award a Contract for Merchant Banking Services and to Petition the Guam Public Utilities Commission for Approval, approved and adopted on February 22, 2022.

⁵ Id., at p. 1.

⁶ Id., at p. 2.

ANALYSIS

9. GPA indicates that the First Hawaiian Bank price proposal offered certain advantageous rates, including Visa Utility Program and Mastercard Utility Industry Program rates which offer low interchange rates for utilities.⁷
10. First Hawaiian Bank can offer credit card payments with Visa cards, whereas Bank of Hawaii was unable to do so under the prior Merchant Services Contract.⁸
11. The proposal of First Hawaiian Bank offered “a very favorable interchange rate introduced specifically for the utility industry” under which GPA and GWA expect to save \$1,000,000 and \$220,000 respectively, per year in merchant fees under this new contract.⁹
12. The First Hawaiian Bank proposal also provides all implementation support at no extra cost to the utilities in addition to maintaining consistent pricing throughout the duration of the contract.¹⁰
13. The fees which First Hawaiian Bank will charge for Merchant Services are set forth in the Bid Worksheet attached hereto as Exhibit “1”.

⁷ Id., at p. 1.

⁸ Phone conversation between GPA CFO John Kim and PUC Administrative Law Judge Fred Horecky on March 14, 2022.

⁹ Guam Consolidated Commission on Utilities, GPA Resolution No. FY2022-09/GWA Resolution No. 08-FY2022, Relative to the Authorization for the Guam Power Authority and the Guam Waterworks Authority to Award a Contract for Merchant Banking Services and to Petition the Guam Public Utilities Commission for Approval, approved and adopted on February 22, 2022, at p. 1.

¹⁰ Id., at p. 2.

14. Under the Contact Award, GPA indicates that the following prices will be charged to GPA/GWA for the Merchant Services:

1. Visa & Mastercard - \$0.75 consumer, \$1.5 commercial + transaction fee 0.2%
2. Debit card - \$0.17 per transaction
3. Gateway fee - \$0.09 per transaction¹¹

15. GPA and GWA will enter into Form Merchant Agreements with First Hawaiian Bank to establish such services. A true and correct copy of said Agreement is attached hereto as Exhibit "2".¹²

16. The PUC previously determined in GPA Docket 21-08 that the provision of merchant services are beneficial to both the utilities and their customers: (1) Credit card payments of utility bills has increased substantially in the last few years; (2) The wide availability of merchant services to customers helps to ensure that the utilities are promptly paid for the services which they provide; (3) The reduced costs of such merchant services have increased customer usage of credit card and online payments of utility bills.¹³

17. There are no charges to the GPA and GWA customers who utilize the merchant services.¹⁴

¹¹ Email from Graham Botha, GPA Legal Counsel, to PUC ALJ Fred Horecky, dated March 11, 2022.

¹² The FHB Merchant Processing Agreement was provided by Graham Botha, GPA Legal Counsel, to PUC ALJ Fred Horecky in an email dated March 12, 2022.

¹³ PUC Order, GPA Docket 21-08, dated April 29, 2021, at pgs. 3-4.

¹⁴ Phone conversation between GPA CFO John Kim and PUC Administrative Law Judge Fred Horecky on March 14, 2022.

18. The award of the Merchant Services Contract to First Hawaiian Bank is reasonable, prudent, and necessary. The cost of services under the proposed contract is less than that under the prior contract. The cost for such services is also reasonable.

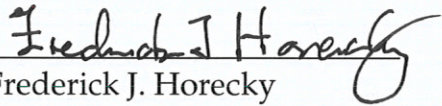
RECOMMENDATION

19. The Administrative Law Judge recommends that the PUC approve the Merchant Banking Services contract awards by GPA and GWA to the First Hawaiian Bank.

20. Expenditures in the approximate amount of \$600,000 per year and \$3 million for five years, and \$350,000 per year and \$1,750,000 for five years, for GPA and GWA respectively, are authorized for the 5-year contract period consisting of a base year and four additional 1-year options.

21. A Proposed Order is submitted herewith for the consideration of the Commissioners.

Dated this 15th day of March 2022.


Frederick J. Horecky
Chief Administrative Law Judge

First Hawaiian Bank

GPA-RFP-21-005

MERCHANT SERVICES

Competitive Sealed Bidding

Invitation for Bid No. GPA-RFP-21-005

GUAM POWER AUTHORITY

BID WORKSHEET

Payment method	Fee (percentage of transaction)	Transaction Fee
GPA/GWA/GSWA Office locations (Card Present Transactions)	0.2% + Pass-Through ¹	\$0.01
GPA/GWA/GSWA Office locations (Card Not Present Transactions)	0.2% + Pass-Through ¹	\$0.01
Online transaction	0.2% + Pass Through ¹	\$0.01
Payment Gateway Fee Worksheet		
	Fee (per transaction)	Fee
Authorize.Net ²	\$0.09	\$15/MID/Month
Batch Fee ³	\$0.00	\$0.20
Automatic Recurring Billing (ARB)	Included	Included
Customer Information Manager (CIM)	Included	Included
Address Verification Service (AVS)	Included	Included
Equipment Fee (Option)		
	Fee	
Physical Terminal (Dial/Ethernet)	\$27 per Terminal/Month - Waived	Up to 24 free terminals
Pin Pad	\$7.50 per Pad/Month - Waived	Up to 24 free terminals
Physical Terminal (Wireless)	\$74 per Terminal/Month (incl cellular service)	
Merchant Services Fees		
	Fee	
PCI Non-Validation Fee	\$19.95/Month/MID ³	
Equipment Programming Fee (Option)	\$375/hr - Waived	
PCI & Data Breach Assist Fee	\$8.10/Month/MID	
Annual Fee	\$50/Year/MID - Waived	
Early Termination Fee	\$350 per MID - Waived	
Monthly Minimum Fee	Up to \$30/Month/MID - Waived	
Statement Fee	Online - No Charge Paper Statements \$8/Month/MID - Waived	
Online Reporting Fee	\$50/month/User ID - Waived	
Retrieval Request Fee	\$15/Item	
Chargeback Fee	\$25/Item - Waived	
Batch Fee	\$0.25/Item - Waived	

¹ Pass-Through - Interchange, Assessments, Card and Network Fees

² Authorize.net gateway fees are billed directly to the owner by Authorize.Net and the owner is responsible for paying these fees.

³ Non-Validation fee is only charged for MID's that have not had their PCI Compliance verified. Service provided by 3rd party partner (See PCI & Data Breach Assist Fee)

Merchant Processing Agreement Application and General Terms and Conditions

11.2020-FHB

MERCHANT INFORMATION

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

FEDERAL TAX ID	NUMBER OF LOCATIONS	HAS THIS BUSINESS EVER FILED BANKRUPTCY? <input type="checkbox"/> Yes <input type="checkbox"/> No Date:	ANY PRESENT INTENT TO FILE BANKRUPTCY? <input type="checkbox"/> Yes <input type="checkbox"/> No
BUSINESS LEGAL NAME (IF ORGANIZED AS A SOLE PROPRIETORSHIP, MUST BE OWNER'S PERSONAL NAME) — TO AVOID IRS PENALTIES, LEGAL NAME MUST MATCH FEDERAL INCOME TAX RETURN		NAICS	
DOING BUSINESS AS ("DBA")/DISREGARDED ENTITY/STORE NAME (STORE NAME IS NAME THAT WILL APPEAR ON RECEIPT)		STORE NUMBER	MCC/SIC
PHYSICAL ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)	YEARS AT ADDRESS	CITY	STATE ZIP
MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS)		CITY	STATE ZIP
BUSINESS PHONE (INCLUDE AREA CODE)	CUSTOMER SERVICE PHONE (INCLUDE AREA CODE)	EMAIL ADDRESS (FOR I.Q. AND NOTIFICATIONS)	
BUSINESS FAX (INCLUDE AREA CODE)	DESIGNATED ACCOUNT ROUTING AND TRANSIT NUMBER	DESIGNATED ACCOUNT DDA NUMBER	

ADDITIONAL INFORMATION

Current Ownership Established (Date)	Do you Currently Accept Credit Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No
Business Established (Date)	Who is your Current Processor?
Merchandise/Services Sold	For Card Not Present Transactions — Merchandise is delivered: <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both
Average number of days from when cardholder is charged & when products or services are received IN FULL by cardholder?	Average ticket \$ High ticket \$
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, select Months Active)	Months Active: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/>
Warranties Provided by Merchant (excluding manufacturer warranties): <input type="checkbox"/> None <input type="checkbox"/> 30-Day <input type="checkbox"/> 60-Day <input type="checkbox"/> 90-Day <input type="checkbox"/> 1-Year <input type="checkbox"/> Lifetime	Return Policy: <input type="checkbox"/> None <input type="checkbox"/> 3-Day <input type="checkbox"/> 30-Day <input type="checkbox"/> 60-Day <input type="checkbox"/> >60 Days <input type="checkbox"/> All Sales Final <input type="checkbox"/> Exchange/Store Credit Only
Chargeback Percentage %	Card Present % +
Return Percentage %	Card Not Present % =
Does your business engage in internet gambling transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business to Business %
	Internet Transaction %
	Website (required for Internet sales)
Visa/MC/Discover Network volume related to pre-paid Sales? %	Estimated Total Visa/MC/Discover Network Monthly Volume \$
Percentage Required for Pre-Payment or Down Payment? %	Estimated Total American Express Monthly Volume \$
American Express volume related to pre-paid Sales? %	

X By initiating here, I am electing to opt out of receiving American Express Marketing Materials.
 "If you have elected for the Marketing Opt-Out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services, and resources.

Has this Business, or any of its predecessors or affiliates, ever been fined by Visa® or MasterCard® Discover Network®, American Express®? ☐ Yes ☐ No
 If Yes, ☐ Visa® ☐ MasterCard® ☐ Discover Network® ☐ American Express®
 If Yes, please provide date(s) for each:

SITE VISIT

<input type="checkbox"/> Merchant proceeds deposited into Member Bank account	<input type="checkbox"/> Not required due to Franchise or Association exception
<input type="checkbox"/> Personal visit by a sales representative Date	<input type="checkbox"/> Inspection report completed and included with supporting documentation
<input type="checkbox"/> Interior and exterior photos of the Merchant's location are attached.	Was site consistent with Merchant's represented business? <input type="checkbox"/> Yes <input type="checkbox"/> No

VISA DISCLOSURES

VISA MEMBER BANK INFORMATION: First Hawaiian Bank, 2339 Kamehameha Highway, Honolulu, HI 96819, (855) 462-5901

IMPORTANT MEMBER BANK RESPONSIBILITIES:

- (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
- (2) A Visa Member must be a principal (signer) to the Merchant Agreement.
- (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
- (4) The Visa Member is responsible for and must provide settlement funds to the Merchant.
- (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:

- (1) Ensure compliance with cardholder data security and storage requirements.
- (2) Maintain fraud and chargeback below thresholds.
- (3) Review and understand the terms of the Merchant Agreement.
- (4) Comply with Operating Regulations.

The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. A scanned, facsimile, or duplicate copy of this Disclosures page executed by the Merchant shall also be treated as and/or constitute an original.

MERCHANT LEGAL NAME			
MERCHANT SIGNATURE	PRINTED NAME	TITLE	DATE

Merchant Processing Agreement Application and General Terms and Conditions

11.2020-FHB

OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

TYPE OF LEGAL ENTITY

- ☐ Partnership
☐ Private Corporation
☐ Individual/Sole Proprietor
☐ Association/Estate/Trust
☐ LLC
☐ Non-Profit/Tax-Exempt
☐ Financial Institution
☐ Government (Federal/State/Local)
☐ Publicly Traded Corporation
☐ SEC Registered/Other

☐ No individual owns 25% or more of the Legal Entity Customer (If checking this box, complete the Control Owner Information below, then skip down to "Payment Application Data section")

CONTROL OWNER

☐ Individual with Control is the same as Beneficial Owner #1 below.

NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) HOME PHONE

CITY STATE ZIP CELL PHONE

TYPE OF ID STATE/COUNTRY/PROVINCE OF ISSUE ID NUMBER DATE OF ISSUE DATE OF EXPIRATION

BENEFICIAL OWNER #1 NAME TITLE % OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) HOME PHONE

CITY STATE ZIP CELL PHONE

TYPE OF ID STATE/COUNTRY/PROVINCE OF ISSUE ID NUMBER DATE OF ISSUE DATE OF EXPIRATION

BENEFICIAL OWNER #2 NAME TITLE % OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) HOME PHONE

CITY STATE ZIP CELL PHONE

TYPE OF ID STATE/COUNTRY/PROVINCE OF ISSUE ID NUMBER DATE OF ISSUE DATE OF EXPIRATION

BENEFICIAL OWNER #3 NAME TITLE % OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) HOME PHONE

CITY STATE ZIP CELL PHONE

TYPE OF ID STATE/COUNTRY/PROVINCE OF ISSUE ID NUMBER DATE OF ISSUE DATE OF EXPIRATION

BENEFICIAL OWNER #4 NAME TITLE % OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH

HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) HOME PHONE

CITY STATE ZIP CELL PHONE

TYPE OF ID STATE/COUNTRY/PROVINCE OF ISSUE ID NUMBER DATE OF ISSUE DATE OF EXPIRATION

PAYMENT APPLICATION DATA

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant (a) has successfully completed a Self-Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth in the Merchant Application within the OmniShield Security. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS"). Although you may have provided information to us regarding your processing and payment application(s), we have not and will not provide you with any advice, nor have we or will we endorse or validate your payment application as being in compliance with the Payment Application Data Security Standard (PA DSS), the PCI DSS, or Visa's Payment Application Best Practices (PABP). You acknowledge and agree that you have reviewed and confirmed that your application(s) complies with the PA DSS, the PCI DSS, and the PABP. You agree to allow us to work directly with the third party provider(s) indicated below to implement the Services. You acknowledge and agree that in order to implement the Services, we may disclose Confidential Information to such third parties.

Have you suffered a system intrusion or "hack" that resulted in the compromise of account data? ☐ Yes ☐ No

☐ Payment Gateway (e.g. Authorize.net, etc.) Name of Service Provider/Gateway:

Service Provider/Gateway Address and Phone Number:

☐ VAR/3rd Party Multi - Reseller:

(Refer to Addendum A Section E. or Special Amendment - Additional Services)

☐ Other Third Party Service Providers with Access to Cardholder Data (please list):

Name of Third Party Service Provider Address and Phone Number

Merchant Processing Agreement Application and General Terms and Conditions

11.2020-FHB

Merchant Compliance Contact Information			
Name:	Phone Number:	Email Address (if preferred form of communication)	
Integrated Software Solution (e.g. Micros, Aloha etc.)			
If not using a payment application (i.e. software) to process transactions, please mark "N/A" in the Payment Application Vendor and Payment Application Name section. Please provide all possible information regarding terminals and Integrated Software Solutions. Provide a separate document, if necessary.			
Payment Application Vendor	Payment Application Vendor		
Payment Application Name	Payment Application Name		
Payment Application Phone Number	Payment Application Phone Number		
Version Number	Version Number		
Last Upgrade	Last Upgrade		
Type of Connection (e.g. Dial-up, Internet, etc.)	Type of Connection (e.g. Dial-up, Internet, etc.)		
GENERAL TERMS AND CONDITIONS			
<p>• "Merchant Processing Agreement" (herein collectively "Agreement") consists of the following component parts all of which are incorporated by reference herein and constitute the entire agreement between the parties and supersede all prior agreements or representations between the parties whether written or oral with respect to the subject matter herein: (1) the application which consists of this page and the preceding page "Application" and the following Price Schedule as titled respectively, (2) the Merchant Processing Agreement Terms and Conditions, and (3) any and all other applicable addenda, schedules, exhibits, attachments, or amendments thereto. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this paragraph have the meanings specified in the Merchant Processing Agreement Terms and Conditions. Each person signing in the Merchant Processing Agreement Acknowledgement section (each, as "Signer") certifies that (i) he or she is an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified on page 1 of the Agreement (the "Merchant" or "you" or "your"), (ii) he or she has received a full and complete copy of this Agreement, (iii) he or she has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, AND (iv) all of the information contained in the Application is true, accurate, and complete.</p> <p>• No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) you or Signer make to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original. Each undersigned represents and warrants that he or she is authorized to sign on behalf of the legal entity named in this Agreement and to bind such entity to the terms of this Agreement.</p> <p>• By signing below, Signer(s), on behalf of the Merchant, (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Operating Regulations. Signer(s) individually authorize(s) Processor (herein "Processor", "us" or "our" or "we") or our representative to (i) investigate him, her, or Merchant by utilizing a third-party credit reporting agency, including by obtaining consumer credit reports on such signers; (ii) share information provided in the Merchant Processing Agreement Application with third parties for fraud and risk purposes; and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation.</p> <p>• Signer(s), on behalf of the Merchant, irrevocably authorizes us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to Merchant pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, Signer(s), on behalf of the Merchant, authorizes us to immediately correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.</p> <p>• Signer(s) certify/certifies under penalty of perjury that:</p> <ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person 			
Initial Term: 3 Year(s)	The Terms and Conditions of the Agreement determine when the Merchant Processing Agreement/Application and Price Schedule become effective.		
The Internal Revenue Service does not require your or Signer(s) consent to any provision of this document other than the certifications required to avoid backup withholding.			
MERCHANT PROCESSING AGREEMENT ACKNOWLEDGEMENT			
<p>You acknowledge receipt of the Merchant Processing Agreement, the Application, the Price Schedule, and any other applicable amendments, schedules, exhibits, and attachments (collectively the "Agreement"), including the documents listed below. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on our agreement website (http://info.vantiv.com/FirstHawaiianBankSMContract.html), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You also certify that to the best of your knowledge, the information provided in the Ownership Information section is complete and correct, and the documentation provided to complete that section is true and correct. By signing, you further agree that the legal entity customer will notify First Hawaiian Bank promptly if there are any changes to this information. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (855) 462-5901 or your Relationship Manager.</p>			
<ul style="list-style-type: none"> • Terms and Conditions (11.2020) • Addendum A - General Services Addendum • Transaction Risk Fee Schedules • Network Interchange Schedules (as applicable) • Rules Summary • Privacy Notice • Visa Disclosures 			
1	MERCHANT SIGNATURE	PRINTED NAME	TITLE
2	MERCHANT SIGNATURE	PRINTED NAME	TITLE
	Sales Representative Signature	PRINTED NAME	DATE
			SALES MANAGER INITIALS
MEMBER BANK: FIRST HAWAIIAN BANK, 2339 KAMEHAMEHA HIGHWAY, HONOLULU, HI 96819			
UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION			
<p>In exchange for our and Member Bank's acceptance of this Agreement, each person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant identified on page 1 of the Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Merchant Processing Agreement Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Unlimited Guaranty provisions. Each Guarantor individually authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit-reporting agency.</p>			
1	SIGNATURE	PRINTED NAME	DATE
			SOCIAL SECURITY NUMBER
			DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)			CELL PHONE NUMBER
2	SIGNATURE	PRINTED NAME	DATE
			SOCIAL SECURITY NUMBER
			DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)			CELL PHONE NUMBER