



UltraBranch® Business Edition Service Agreement and Application

1. Definitions.

In this UltraBranch Business Edition Service Agreement, the words “we,” “us,” “our,” “credit union,” and “Alaska USA” refer to Alaska USA Federal Credit Union. The words “you,” “your,” and “member” refer to the business, organization, association, or public unit subscribing to or using UltraBranch Business Edition, including persons authorized by the member either as an authorized signer on the Business, Organization, Association, or Public Unit Master Account Agreement (“Master Account Agreement”) or through Entitlements to have access to UltraBranch Business Edition Service (“Service”) with respect to the member’s accounts. The words “Authorized Signer” refer to those person(s) granted authority under the Master Account Agreement and named on the Master Account Agreement, as amended by the member from time to time. The words “Primary Contact” mean the specific authorized signer on the Master Account Agreement who will establish the Company Administrator(s) and/or all Users and their authorities and daily limits (if applicable) through Entitlements as provided by the Service. “Company Administrator” means any or all authorized signers established by the member on the Master Account Agreement and authorized by the Primary Contact who will administer and maintain User IDs and Personal Access Codes (PACs) and account activity levels through Entitlements as provided by the Service. The word “User” means any authorized signer or other agent authorized by the member, Primary Contact or Company Administrator to use the Service. The word “Entitlements” means the level of access, activity or authority designated by the Primary Contact or Company Administrator for a User to view, change, modify, transact, or initiate monetary or non-monetary transactions or account maintenance on the member’s account(s). The term “PAC” or “Personal Access Code” is the unique and secret code or password that validates and authorizes the user login to the Service. The words “Member Instructions” means any request or instruction that is received by the credit union through the Service in accordance with the authorities under Entitlements. The words “business day” mean Monday through Friday, except federal holidays. The words “User Guide” refer to the separate document “UltraBranch Business Edition Getting Started Guide,” as amended from time to time, that provides an overview of the basic features and functions of the Service and suggestions to protect your account.

2. General.

By requesting or using the Service, you agree to be bound by all terms and conditions of this Agreement, including amendments we make from time to time. Use of the Service by any User after the scheduled effective date of an amendment will make the amendment binding upon your business and each User. You authorize us to execute all Member Instructions received by the credit union from the Primary Contact, Company Administrator, and Users under the Entitlements for authorities and limits established and maintained by your delegates (Primary Contact or Company Administrator). You also agree to comply with our instructions for use of the Service available through our User Guide. Your credit union accounts will continue to be governed by the Master Account Agreement, the Business Share Account Disclosure Statement, and this Agreement. Any special account services to which you have subscribed or do subscribe (e.g., ACH, ACH payroll, Fedwire®, electronic ACH tax payments) will be governed by the applicable agreements furnished herein and subject to the fee schedule contained within the Business Share Account Disclosure Statement, as amended from time to time. The Primary Contact and/or Company Administrator will establish company daily transaction limits within which all Users can initiate and authorize transactions, including transfers, ACH, ACH payroll, Fedwire and electronic ACH tax payments. These limits can be amended by the Primary Contact or Company Administrator up to the maximum limits established by the credit union. Transactional limits are subject to approval by the credit union and the credit union reserves the right to modify transactional limits at its discretion. **You agree that if there is any requirement to verify two or more signatures on checks or transfers of funds, that requirement does NOT apply to Member Instructions for funds transfers, including ACH, ACH payroll, Fedwire, or electronic tax payments using the Service. You acknowledge that limitations on individual or joint authority to transfer funds under other credit union agreements will not apply to Member Instructions on the Service.**

3. Access.

The credit union reserves the right to approve or disapprove this UltraBranch Business Edition Service Agreement and Application. Upon our approval, the Primary Contact will be asked to create a User ID and will be assigned a 6- to 10-digit numeric Personal Access Code (PAC). When the Primary Contact logs on to UltraBranch Business Edition, he/she will be prompted for the User ID and PAC. For security reasons, the Primary Contact will be required to change the PAC as soon as he/she logs onto UltraBranch for the first time. If your business requires that multiple Users be able to use the Service, you agree that you will designate a Company Administrator. The Primary Contact

will empower through Entitlements the Company Administrator(s). The Primary Contact or any Company Administrator has the authority to assign User IDs and PACs for specific user access to the Service as detailed in the User Guide. The Primary Contact and/or Company Administrator(s) have the sole responsibility to establish, block, or terminate Users as well as establish company daily limits within which each User can initiate and authorize specific Member Instructions under Entitlements.

4. Security.

You, the Primary Contact, and the Company Administrator acknowledge that the PAC procedures and the multiple User activity level options constitute commercially reasonable security procedures. You, the Primary Contact, the Company Administrator and all Users agree to safeguard the confidentiality of all User IDs and PACs. For security purposes it is recommended that the Primary Contact, Company Administrator, and User(s) memorize their individual PAC and do not write it down. You agree to notify us immediately if you believe that the confidentiality of any of such information may have become compromised. You authorize us to execute all transfer and other instructions we receive with a valid User ID and PAC before you notify us of unauthorized use and we have a reasonable opportunity to act upon your notice. You agree that we have no obligation to obtain verification from a second person of instructions entered with your User ID and PAC you have provided internally through use of Entitlements to a User. We will have no obligation to review or monitor for any reason (including without limitation the possibility of use of business funds for unauthorized purposes for the benefit of employees or others) instructions or transactions conducted with your User ID and PAC you have provided to a User. If you are an owner of an account for which a valid User ID and PAC is furnished to us in order to transfer funds from the account, you agree to indemnify and hold us harmless from all loss and liability arising in connection with such transfers, even if such transfer instructions were not authorized by you. You agree to promptly review account and transaction records we make available to you, whether in electronic or paper form, and to promptly report any discrepancy to us. The Service is accessed through the Internet, which is a public network over which we have no control. It is therefore your duty to make certain that any computer or other device, which you use to access the Service, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. You agree that you are solely responsible for the performance and protection of any browser used in connection with the Service including prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers. You acknowledge the web site to access the Service is at www.alaskausa.org.

5. Liability Limitation.

We will have no liability to you for failing from time to time to provide online access to your accounts and/or account functions that generally are available to you through the Service, regardless of the reason for such unavailability. At certain times the Service may not be available due to system maintenance or circumstances beyond our control. Even when the Service is available to you, we will not be obligated to execute any instruction or transaction that does not satisfy each of the following criteria:

- (1) there must be sufficient, unencumbered funds available in the account from which you wish to transfer funds,
- (2) the transaction must be in full compliance with the terms and conditions of this Agreement, other applicable agreements, and our instructions,
- (3) the transaction must not violate any applicable provision of any risk control program of any federal or state regulatory authority,
- (4) the transaction would not result in exceeding any limit established by us, and
- (5) the transaction must be in accordance with other requirements of our applicable policies, procedures, and practices. In the event that we do not act on or delay acting on a Member Instruction, we shall attempt to notify you of this as soon as possible.

In addition, under no circumstances will we be liable for any loss, damage, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of or in connection with:

- (1) funds transfers or other transactions for which the instructions submitted to us were accompanied by a valid User ID and PAC or account number and PAC, regardless of whether such transactions were not authorized by and did not benefit the accountholder,
- (2) our failure to stop payment on a check or other transfer for which some or all of the information submitted to us was either erroneous or not timely submitted, or
- (3) any viruses that may infect your computer equipment, regardless of the source of such infection.

We will be liable to you only for certain losses that directly result solely from our own gross negligence. The circumstances described in the two preceding paragraphs shall never be considered losses attributable to any act or inaction on our part. Under no circumstance will we be liable for any indirect, incidental, exemplary, special, or

consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits.

6. Authorization to Issue PACs.

At the direction of the person named below as your online Primary Contact or at the direction of any person named as your Primary Contact in the future, you hereby authorize us to issue one PAC to the Primary Contact for use of the Service as set forth in this Agreement and the User Guide, which Alaska USA may amend from time to time. The Primary Contact or any Company Administrator will have authority to issue and maintain all User IDs and PACs and account activity levels (Entitlements) to use the Service. In design of your transaction processes and User access (Member Instructions under Entitlements), you should consider implementing clear segregation of duties and responsibilities performed by personnel such that no single person could initiate, approve, execute, and enter transactions in a manner that would enable fraudulent actions to be perpetrated and concealed. The Primary Contact can also be the Company Administrator. The Primary Contact and any Company Administrator must be an authorized signer on all accounts, shares, and loans as established by the Master Account Agreement. You acknowledge that the credit union does not have an ability to enforce this requirement, and it is the sole responsibility of the Primary Contact to ensure that the establishment and maintenance of Company Administrators conforms to the authorized signer requirement, as the Master Account Agreement is amended from time to time in respect to authorized signers.

7. Appointment of Primary Contact.

You hereby appoint, and Alaska USA is hereby authorized to establish, a PAC (which is required to be changed with initial login) for the following Primary Contact who has maintenance authority over your Company Administrator(s) and User IDs and PACs.

Name _____ Title _____

UserID _____ Email address _____

Social Security Number _____ Telephone _____ Fax _____

8. Control Account/Member Number.

Access to account and all related share and loan information for transaction, transfer, or Member Instruction purposes within the Service:

Business Name _____ Control Account Number _____

Consolidated Login

You hereby authorize Alaska USA to consolidate the following accounts to be accessed through a single login to the control account. Eligible accounts that may be consolidated include those that maintain the same authorized signers as on the control account number listed above. While the business may establish, modify, or delete authorized signers from time to time, you acknowledge that the Primary Contact must notify Alaska USA to add, modify or delete any accounts with regards to account access with consolidated login. You also agree that each business account listed below or added to the consolidated login from time to time will be governed and bound by this UltraBranch Business Edition Service Agreement.

You acknowledge that all consolidated accounts are for business purposes only and are not intended for personal, family or household use.

You acknowledge that, once consolidated login is established, the Primary Contact, Company Administrator and any authorized user(s) can access all accounts listed below through Entitlements, and, based upon their level of access, activity or authority designated by the Primary Contact or Company Administrator, can view, change, modify, transact, or initiate monetary or non-monetary transactions or account maintenance on the member's account(s), and can originate ACH payments, tax payments, and wire transfers as authorized or limited by Entitlements for each user.

List additional account(s) to be consolidated: _____

9. Authorization Agreement for Automated Clearinghouse (ACH) Origination.

You hereby authorize Alaska USA to initiate credit entries and adjustments for any credit entries in error and to debit the same to such account as indicated above (ACH Services). Users can be authorized within Entitlements to create, edit, or delete individual transaction records within an automated clearinghouse batch, display ACH for inquiry and review, initiate ACH (prepare an ACH batch for upload), and/or upload ACH (transmit an ACH batch to the credit union) for entry into the national ACH network. You may initiate transactions, subject to available funds on deposit in your account, for Employee Direct Deposit transactions for payroll purposes. Furthermore, when your business initiates an ACH payroll from UltraBranch Business Edition to an employee account at Alaska USA, your employee becomes eligible for discounts and benefits due to your relationship with Alaska USA. You authorize Alaska USA to inform your employees about these benefits due to your relationship with Alaska USA.

Upon receipt of ACH-formatted credits by the credit union, as detailed in the User Guide and within the time frames specified in that guide, Alaska USA will initiate ACH credit entries to those financial institutions as indicated within the Nine Digit Routing Number (RTN) field on each entry and to the credit of the name and account as indicated on such entry. You acknowledge your sole responsibility for the accuracy of all information including amount, RTN, account name, and account number for all credits.

The credit union will transmit credit Entries to the Federal Reserve Bank under the credit union's FedACHSM Participation Agreement and as provided in the Operating Rules of the National Automated Clearing House Association ("NACHA") in existence as of the date of this Agreement and as amended from time to time (hereinafter collectively referred to as the "Rules") and this Agreement. You accept and warrant the availability of payment for credits. The word "Entry" (or "Entries") shall have the meaning provided in the Rules, and shall also include prenotifications and the Entry data you submit from which we prepare the Entries. The duties of Alaska USA set forth in this Agreement in no way limit the requirement to comply with the Rules.

You shall maintain a balance of available funds in your checking account sufficient to cover the payment obligations under this Agreement. You acknowledge that the designated checking account is associated with the Control Account. You shall indemnify the credit union against any loss, liability, or expenses (including attorney's fees and expenses) resulting from or arising out of any breach of the foregoing representations or agreements.

The credit union is not responsible for delays in processing caused by circumstances beyond its control, including but not limited to errors caused by the User in inputting/releasing transactions, machine or transmission facility malfunctions, or the action or inaction of the Electronic Payments Network, FedACHSM, a receiving financial institution or any other party. Unless otherwise instructed, the credit union will credit the member checking account for items returned through the ACH and forward an advice to you. You have no right to cancel or amend any entry after it has been submitted. However, we will use reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the FedACH network, or in the case of an on-us entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected.

Each time you use ACH Services, you warrant that your ACH transactions do not violate United States law or regulations, including but not limited to the U.S. Patriot Act and the U.S. Treasury's Office of Foreign Assets Control (OFAC).

This authority is to remain in full force and effect until the credit union has received written notification from you of your termination in such time and in such manner as to afford the credit union a reasonable opportunity to act on it.

10. Electronic Tax Payments and Forms.

You must first enroll with the Internal Revenue Service prior to using this Service. You warrant that you have enrolled in the Electronic Federal Tax Payment System (EFTPS) on Form 9779, Business Enrollment Form, and have selected the ACH Credit option. You warrant that all special requirements of the EFTPS system have been met. You further warrant that when you are generating the tax payment, you will use the CCD+ format with a TXP addenda record as required by the U.S. Treasury department's standard operating procedures. Unless specifically approved by the Internal Revenue Service, you cannot initiate reversal entries and files for a previously submitted Federal tax payment and you agree not to do so.

11. Funds Wire Transfer (Fedwire) Agreement.

You hereby authorize Alaska USA to initiate a credit wire transfer and to debit the same to such account as indicated above. Users can be authorized within Entitlements to create, view, edit, or delete individual wire transactions records and to upload/transmit the wire transaction to the credit union for entry into the Fedwire system.

Upon receipt of a wire by the credit union as detailed in the User Guide and within the time frames specified in that guide, Alaska USA will initiate wire transfer credit entries through the Federal Reserve Bank wire system (Fedwire Funds Service) to the financial institution as indicated within the nine-digit Routing Number (RTN) field on each entry and to the credit of the name and account as indicated on such entry. You acknowledge your sole responsibility for the accuracy of all information including amount, RTN, account name, and account number for all credits. You agree

that the credit union may rely on the routing or identifying number provided by you for the intermediary financial institution or the beneficiary's financial institution, even if it identifies a financial institution different from the one identified in the wire payment instruction. The credit union has no duty to detect any such inconsistency in identification. You agree that the credit union may rely on the account number provided by you and the credit union is under no obligation to confirm that the name of the account to which funds are transferred conforms to the name given in the wire payment instruction. You acknowledge that wire transfers are subject to processing time delays at the receiving financial institution and are only processed Monday through Friday, excluding federal holidays.

The credit union will transmit wire entries under the Operating Rules of the Federal Reserve Financial Services in existence as of the date of this Agreement and as amended from time to time (hereinafter collectively referred to as the "Rules") and this Agreement. You accept and warrant the availability of payment for credits. The duties of Alaska USA set forth in this Agreement in no way limit the requirement to comply with the Rules.

You have no right to cancel or amend any wire entry after it has been submitted. However, we will use reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the Fedwire network, but shall have no liability if such cancellation is not effected.

Each time you use Wire Services, you warrant that your wire payment transactions do not violate United States law or regulations, including but not limited to the U.S. Patriot Act and the U.S. Treasury's Office of Foreign Assets Control (OFAC).

You shall maintain a balance of available funds in your account sufficient to cover the payment obligations under this Agreement. You shall indemnify the credit union against any loss, liability, or expenses (including attorney's fees and expenses) resulting from or arising out of any breach of the foregoing representations or agreements.

This authority is to remain in full force and effect until the credit union has received written notification from you of your termination in such time and in such manner as to afford the credit union a reasonable opportunity to act on it.

12. Inconsistency of Name and Account Number Instructions.

You acknowledge and agree that if an originated ACH transaction or Wire Transfer entry describes the receiver or beneficiary inconsistently by name and account number, payment of the transaction transmitted by the credit union as the Originating Depository Financial Institution to the Receiving Depository Financial Institution (or by the credit union in the case of an on-us transaction) on the basis of the account number submitted to us by you even if the transaction identifies a person or legal entity different from the named receiver or beneficiary, does not excuse your obligation to pay the amount of the transaction to the credit union in settlement of the transaction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to any state's conflicts of law provisions.

13. Indemnification.

You acknowledge and agree that you shall indemnify and hold harmless the credit union and its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, damages or expense (including attorney fees and expenses), resulting from or arising out of (1) any breach of any of the agreements, representations, or warranties that you have provided in this Agreement, or (2) any act or omission from you or any other party acting on your behalf. The provisions of this Section 13 shall survive termination of this Agreement.

14. Severability.

If any part of this Agreement is determined to be invalid, the remaining portions shall remain in full force and effect. If a part of this Agreement is unenforceable under a particular set of circumstances, it shall not be deemed unenforceable under all circumstances, it being the intention of the parties that the Agreement be given its broadest possible effect.

15. Termination or Suspension.

You may terminate your participation in the Service at any time by notifying Alaska USA in writing. In that event, all rights and obligations for any transaction that occurs before Alaska USA received notice of cancellation shall be determined by this Agreement. We may terminate or suspend your participation in the Service at any time without cause. If we do, we will try to notify you in advance, but we will have no obligation to do so.

16. Statements and Notices.

Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal, or debiting of wire transfers or ACH entries.

You agree to notify us immediately if you discover:

- (1) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report),
- (2) unauthorized transactions involving any account,
- (3) a breach in the confidentiality of the User IDs and/or PACs, or
- (4) other problems related to the Services.

You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed thirty (30) days from the date you receive information reflecting the problem). If you fail to notify us within thirty (30) days, you agree that, in addition to any other limitations on our liability:

- (1) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice, and
- (2) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

You specifically acknowledge and agree that the maximum thirty (30) day period described in this section is a reasonable period of time for you to detect errors and discrepancies involving your accounts and transactions and that we have agreed to provide Services to you, at the fees and charges established for such Services, in reliance upon this time period being commercially reasonable.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, e-mail, or mailing address. Notices to us must be mailed or delivered to us at: Alaska USA Federal Credit Union, P.O. Box 196613, Anchorage, Alaska 99519-6613.

SOLE PROPRIETORSHIP

The undersigned affirms that he/she is the sole proprietor of the sole proprietorship named on this account or the individual doing business as a commercial enterprise named on this account, is applying for UltraBranch Business Edition Service, and agrees to be bound by the terms of this Agreement.

Printed Name _____ Signature _____ Date _____

PARTNERSHIP

The partners hereby severally certify that the signatures hereto are the original genuine signatures of all the partners required to transact business on behalf of the partnership, and they hereby consent that Alaska USA Federal Credit Union is authorized to recognize these signatures as the Partnerships' authority to apply for UltraBranch Business Edition Service, and agree to be bound to the terms of this Agreement. The partners further certify that their authority shall continue in force until written notice to the contrary is received by Alaska USA Federal Credit Union.

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

CORPORATION, ORGANIZATION, OR ASSOCIATION

The undersigned certify that on _____ (date) the directors, governing board, or body of _____ adopted a resolution authorizing those officers whose names appear below to apply for UltraBranch Business Edition Service and to be bound by the terms of this Agreement. We further certify that the undersigned are duly elected to the office set opposite their respective names, they and the authorized account signers are authorized in the resolution recorded in the minutes, that the signature(s) appearing below is/are the genuine signature(s) of said authorized person(s), and that their authority shall continue in force until written notice to the contrary is received by Alaska USA Federal Credit Union.

Chairman/President Name/Title _____

Signature _____ Date _____

Secretary Name/Title _____

Signature _____ Date _____

LIMITED LIABILITY COMPANY

The undersigned certify that on _____ (date) the governing members or managers of _____ adopted a resolution authorizing those members/managers (whose names appear below) to apply for UltraBranch Business Edition Service and agree to be bound by the items of this Agreement. We further certify that the signature(s) appearing below is/are genuine signature(s) of said authorized persons and that their authority shall continue in force until written notice to the contrary is received by Alaska USA Federal Credit Union.

Member Printed Name/Title _____

Signature _____ Date _____

Manager Printed Name/Title _____

Signature _____ Date _____
