



**Mail to:**

Mt. McKinley Bank  
530 Fourth Ave  
Fairbanks, AK 99701

*Business Link*  
**Business Internet Banking**

**Mt. McKinley Bank**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ New Company ID (max 4 chars): \_\_\_\_\_

Company Tax ID #: \_\_\_\_\_ - \_\_\_\_\_

Company Contact Person for processing or application questions:

Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Title: \_\_\_\_\_

Company URL: \_\_\_\_\_

Company ACH Banner: \_\_\_\_\_ (16 chars. Max)  
(This will be the default for all IFT transactions) (For additional ACH Banners, use attached sheet)

In business since: \_\_\_\_\_ # of Employees: \_\_\_\_\_ # of Locations: \_\_\_\_\_

Frequency of pay periods: \_\_\_\_\_ Avg. Payroll Amount: \$ \_\_\_\_\_

Revenue (in millions)

- < \$.5
- \$2M to \$4.9M
- \$10M to \$24.9M
- \$.5M to \$1.9M
- \$5M to \$9.9M
- \$25M to \$49.9M

Type of Business

- AGR - Agriculture, Forestry, Fishing
- MIN - Mining
- CON - Construction
- MAN - Manufacturing
- TRN - Transportation, Communications or Public Utilities
- OTH - Other \_\_\_\_\_
- WHL - Wholesale Trade
- RET - Retail Trade
- FIN - Finance, Insurance, Real Estate
- PRO - Professional Services
- NOP - Non - Profit

Company Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

(Sign-On information for ALL users will go to this email address)

Number of User Licenses: \_\_\_\_\_

Billing DDA: \_\_\_\_\_

**Site Services**            Check the Services you want assigned to this site:

- Bank Account Reporting
- Loan Inquiry<sup>1</sup>
- Check Management
- Internal Transfers

ACH Origination:

- |                                    |  |
|------------------------------------|--|
| <input type="checkbox"/> Payroll   | <input type="checkbox"/> Approval Required |
| <input type="checkbox"/> Corporate | <input type="checkbox"/> Approval Required |
| <input type="checkbox"/> Consumer  | <input type="checkbox"/> Approval Required |
|                                    | <input type="checkbox"/> ACH Addenda       |
|                                    | <input type="checkbox"/> ACH Local Prenote |
|                                    | <input type="checkbox"/> Wire Transfer     |

Routing Location \_\_\_\_\_ (required)

# Business Link

Company Name: \_\_\_\_\_

**Users:** Check the appropriate services for each user. Only those Services assigned to a Site can be given to a user.

User ID (max 4 characters) _____		NAME : _____	
CHECK ALL <input type="checkbox"/> YES <input type="checkbox"/> NO		SYSTEM ADMIN PRIVILEGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
NOTE: "Check All" does not include System Admin Privileges or Restricted Account Access.		USER SET UP* <input type="checkbox"/> YES <input type="checkbox"/> NO	
		ACCOUNT PERMISSIONS* <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> BANK ACCOUNT REPORTING <input type="checkbox"/> LOAN REPORTING <input type="checkbox"/> RESTRICTED ACCOUNT ACCESS* <input type="checkbox"/> STOP PAY REQUEST <input type="checkbox"/> CHECK INQUIRY <input type="checkbox"/> CHECK PHOTOCOPY REQUEST <input type="checkbox"/> STOP PAY CANCELLATION <input type="checkbox"/> INTERNAL TRANSFERS <input type="checkbox"/> LOAN PAYMENT <input type="checkbox"/> SPECIAL REPORTS MODULE <input type="checkbox"/> WIRE TRANSFERS** <input type="checkbox"/> COMPOSE <input type="checkbox"/> SUBMIT <input type="checkbox"/> APPROVE <input type="checkbox"/> CREATE TEMPLATES <input type="checkbox"/> DELETE	<b>ACH ORIGINATION</b> <input type="checkbox"/> Payroll <input type="checkbox"/> Corporate <input type="checkbox"/> Consumer <input type="checkbox"/> Compose Transactions <input type="checkbox"/> Approve Transactions <input type="checkbox"/> Submit Transactions <input type="checkbox"/> Reporting <input type="checkbox"/> Create Instructions <input type="checkbox"/> Import <input type="checkbox"/> ACH Pass-Thru  <b>*Requires System Admin Privileges</b>  **The number of user approvals needed for wire transactions will be set by the System Admin at the local level.		

User ID (max 4 characters) _____		NAME : _____	
CHECK ALL <input type="checkbox"/> YES <input type="checkbox"/> NO		SYSTEM ADMIN PRIVILEGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
NOTE: "Check All" does not include System Admin Privileges or Restricted Account Access.		USER SET UP* <input type="checkbox"/> YES <input type="checkbox"/> NO	
		ACCOUNT PERMISSIONS* <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> BANK ACCOUNT REPORTING <input type="checkbox"/> LOAN REPORTING <input type="checkbox"/> RESTRICTED ACCOUNT ACCESS* <input type="checkbox"/> STOP PAY REQUEST <input type="checkbox"/> CHECK INQUIRY <input type="checkbox"/> CHECK PHOTOCOPY REQUEST <input type="checkbox"/> STOP PAY CANCELLATION <input type="checkbox"/> INTERNAL TRANSFERS <input type="checkbox"/> LOAN PAYMENT <input type="checkbox"/> SPECIAL REPORTS MODULE <input type="checkbox"/> WIRE TRANSFERS** <input type="checkbox"/> COMPOSE <input type="checkbox"/> SUBMIT <input type="checkbox"/> APPROVE <input type="checkbox"/> CREATE TEMPLATES <input type="checkbox"/> DELETE	<b>ACH ORIGINATION</b> <input type="checkbox"/> Payroll <input type="checkbox"/> Corporate <input type="checkbox"/> Consumer <input type="checkbox"/> Compose Transactions <input type="checkbox"/> Approve Transactions <input type="checkbox"/> Submit Transactions <input type="checkbox"/> Reporting <input type="checkbox"/> Create Instructions <input type="checkbox"/> Import <input type="checkbox"/> ACH Pass-Thru  <b>*Requires System Admin Privileges</b>  **The number of user approvals needed for wire transactions will be set by the System Admin at the local level.		

\*Restricted Account access – The system allows the Company to limit viewing of certain accounts by designating those accounts as “restricted” and giving specified users access to them. Only those users who have access to restricted accounts will see accounts marked as restricted (in addition to all unrestricted accounts). If an account is not restricted, all users set up for Bank Account Reporting will have access to it.

# Business Link

Company Name: \_\_\_\_\_

**Accounts:** Check the data you want reported for each account. Please photocopy for additional accounts.

<b>Bank Name: Mt. McKinley Bank</b>
<b>Account #:</b> _____
<b>Account Title:</b> _____ (20 char max.)
Type of ACH/Transfer Account
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Restricted Account* <input type="checkbox"/> Balances <input type="checkbox"/> Account Activity
<input type="checkbox"/> Loan Reporting (Balances only & processing center 0003) <input type="checkbox"/> ACH Origination
<input type="checkbox"/> Internal Transfers <input type="checkbox"/> Transfer To <input type="checkbox"/> Transfer From <input type="checkbox"/> Loan Payment
<input type="checkbox"/> Loan Cr (To) <input type="checkbox"/> Loan Dr (From) <input type="checkbox"/> Wire Transfer

<b>Bank Name: Mt. McKinley Bank</b>
<b>Account #:</b> _____
<b>Account Title:</b> _____ (20 char max.)
Type of ACH/Transfer Account
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Restricted Account* <input type="checkbox"/> Balances <input type="checkbox"/> Account Activity
<input type="checkbox"/> Loan Reporting (Balances only & processing center 0003) <input type="checkbox"/> ACH Origination
<input type="checkbox"/> Internal Transfers <input type="checkbox"/> Transfer To <input type="checkbox"/> Transfer From <input type="checkbox"/> Loan Payment
<input type="checkbox"/> Loan Cr (To) <input type="checkbox"/> Loan Dr (From) <input type="checkbox"/> Wire Transfer

<b>Bank Name: Mt. McKinley Bank</b>
<b>Account #:</b> _____
<b>Account Title:</b> _____ (20 char max.)
Type of ACH/Transfer Account
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Restricted Account* <input type="checkbox"/> Balances <input type="checkbox"/> Account Activity
<input type="checkbox"/> Loan Reporting (Balances only & processing center 0003) <input type="checkbox"/> ACH Origination
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**Mt. McKinley Bank  
BusinessLink  
Commercial Cash Management Access Agreement**

This BusinessLink Commercial Cash Management Access Agreement ("Agreement") is by and between Mt McKinley Bank, an Alaska banking corporation ("Bank") and the corporation, limited liability company, partnership or other organization ("Customer") that agrees to the terms and conditions of this Agreement as evidenced by execution and delivery of this Agreement. The effective date of this Agreement is the earlier of the date on which Customer begins using this service or as of the date shown below.

This Commercial Cash Management Agreement establishes the terms and conditions for electronic access to your accounts using the Mt. McKinley Bank electronic banking system (the "System"). By signing below, you agree to this Agreement. Please read it carefully and keep a copy for your records.

**1. Definitions**

As used in this Agreement, the words "we," "our," "us" and "Bank" mean Mt. McKinley Bank. "You" and "your" refer to the account holder named below and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts" means your accounts at the Bank that are accessed through the System. "Electronic funds transfers" means transfers to or from your Accounts using the System. "System Services" means the services provided pursuant to this Agreement. Our "Business days" are Monday through Friday (holidays not included). All times are local time of Bank. "Malware" means computer software intended to harm your computer, steal information from you, or trick you into providing information to strangers; it includes, but is not limited to, computer viruses, trojans, "phishing," spyware, and key stroke loggers.

**2. Access**

To use the System, you must have at least one account at the Bank, access to Internet service and an e-mail address. You are solely responsible for the set-up, configuration, operation and maintenance of your computer, modem and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting from high volumes of internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services. You agree to use the Services solely for business purposes. You agree that you are solely responsible for preventing malware from running on your computer, and that the Bank has no responsibility for your failure to safeguard against malware.

**3. Enrollment and Accounts**

You must complete and return an Enrollment Form to us for our approval. This Agreement will not take effect unless and until we review and approve your application to use the Services, as set out in the Enrollment Form. If you are approved, we will send you confirmation of our acceptance of your enrollment and your assigned login ID and temporary password. You authorize us to obtain information about you from others (including but not limited to credit reporting agencies) as part of our review of your enrollment application, and from time to time thereafter. You agree to provide us with information as we request, from time to time. The System can be used to access only the Accounts which you have designated for access by the System in your Enrollment Form. You can add or delete any of your Accounts from this Agreement by completing the Mt. McKinley Bank BusinessLink Change Request form. Access to your Accounts through the System will be based upon the identification of users specified by you in your Enrollment Form. The Account Signer you have designated as Company Administrator will set the access and authority levels of all other Users.

**4. System Services**

You can use the System to access the Services designated on the Enrollment Form as approved by us. Some of the following Services may not be available to you through the System without separate approval from us

- (a) View balances in your Account(s);
- (b) View Account histories (debit and credit transactions for the most recent three months);

- (c) Transfer funds between Accounts ("transfers");
- (d) Make stop payment requests (on checks written by you);
- (e) Initiate Automated Clearing House (ACH) debit and credit entries, provided that the separate ACH Origination Agreement has been completed and submitted to the Bank, and approved by the Bank.

## **5. Hours of Access**

Subject to general internet availability, you can use the System seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

## **6. You are Responsible for Selecting Your Password**

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and that your password is not communicated to us.

## **7. You are Responsible for Confidentiality and Security**

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You agree to create a password that utilizes a minimum of six characters, including at least one letter, and one number. for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, the user may click on the "Forgot Password" link and a time sensitive email will be sent to the email address that the user initially set up, or the user may contact the bank for a one time use password. You are responsible for storing your password in a safe place and for preventing unauthorized use of your password by other persons. This responsibility includes making certain no malware exists on your computer which can compromise your password..

## **8. You are Responsible for Authorization Controls for Services**

You are responsible for controlling access to the Services and for any limitations placed by you on the Services that may be used by other persons. The fact that we are or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize the System (including Inquiries, Transfers, or ACH) without regard to any restrictions otherwise applicable to an Account. For example, if a person directs transfers from a given Account, that person can initiate the Transfer, ACH, or other Service whether or not he has been authorized to do so according to the signature card applicable to the Account. Also, if a person has signing authority over Account "A" but not over Account "B," but has access to the System Services, he or she could Transfer funds from "B" to "A" and then withdraw funds from "A." You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to or control our obligation to act upon instructions received by us through the System.

## **9. Risk of Loss Due to Unauthorized Instructions**

*We are authorized to act on instructions received under your password or otherwise authenticated using the System. Your password operates as your electronic signature, authorizing all activities and System Services used under that password. Any instruction or message received by us after the System is accessed using a valid password (or other security procedure) will be deemed by us to be an authorized and valid instruction from you. We will be entitled to rely on this authority and you will be obligated and bound by all such instructions and messages even if in fact the instruction or message was not authorized by you. The risk of loss due to unauthorized instructions is yours.*

If another person, through use of malware or otherwise, acquires your password or accesses your account, you agree that the responsibility for any loss you suffer is yours and yours alone.

## **10. Risk of Loss Due to Loss or Theft of Passwords or other Security Procedures**

You also assume all risks associated with disclosure of any password or other security procedures to unauthorized persons, whether through malware, theft of information or otherwise, or any abuse of the System by authorized

persons. We are not responsible for verifying whether a Transfer, or ACH, or other instruction, is or is not authorized by you other than through the verification process contained in the security procedures of the System. When a person is added or deleted by your company's administrator, as a user of the System Services, we have no knowledge or control over who they are or what permissions they have been granted. Your company's administrator maintains complete control and responsibility for any passwords given to the additional users.

### **11. Compliance with Security Procedures/Protection of the Services**

You agree to limit disclosures of passwords (or other security procedures) to those who you authorize or who have a specific need to know and who have been authorized by you to use the System Services you desire. You will establish procedures to protect the confidentiality of all information relating to the Services, including all passwords and security procedures, and you will promptly notify us if you know or suspect that codes, passwords or other security information is stolen, compromised, or misused. The System will require all Users to create new passwords at least once every 60 days. You agree that you will always exit the System properly by logging off of the system, and closing your internet browser.

### **12. Your Obligation to Review and Implement Security Procedures**

You will review and implement all security procedures available in connection with the System Services. After this review, you will notify us if your use of the System Services would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify us, you acknowledge and agree that the security aspects of the System Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. You will at all times keep and maintain in effect appropriate software to guard against malware on all computers you use to access the System.

### **13. Encryption of Data in Transit does Not Guarantee Privacy**

Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using a recognized encrypted secure email system.

### **14. Fees and Charges**

You agree to pay our fees and charges for your use of System Services. You agree that fees and charges may be deducted from any of the Accounts maintained by you with us or any other account of yours. You agree to pay any additional charges for our services you request which are not covered by this Agreement. You are also responsible for telephone, Internet service and any other third party fees you incur in connection with your use of the System. We may modify any fees or charges at any time. We will provide you with notice of any changed fees or charges, normally in advance of the effective date of the change.

### **15. Processing Transfers**

Requests for Transfers from Account to Account received by us through the System before 4 p.m. on a Business day are posted and processed the same day. Transfer requests received by us after 4 p.m. on a Business day, or on a Saturday, Sunday or a banking holiday, will be posted and processed the next Business day.

### **16. Limits on System Transactions**

Federal regulations limit the number and frequency of certain types of transfers from non-transaction accounts. You are limited to a total of six pre-authorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Of these six transactions, you are limited to no more than three transactions per month payable to third parties by check, draft or similar order. Each fund transfer or payment through the System from your savings or money market deposit Account is counted as one of the transfers you are permitted each month from that Account. Demand deposit accounts are transaction accounts and are not subject to these transfer limitations.

All transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected account. At our option, we may require pre-funding of any transfer or request before processing it. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any funds transfer request or ACH Entry for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on

the amount of any funds transfer requests or on any ACH credit or debit Entries and their files, or require funding in advance of actual processing. We will communicate these limits to you if they are imposed.

### **17. Security Interest in Accounts**

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 30 days following the expiration of any return or chargeback rights regarding any request or ACH Entry processed by you using the System or, if later, until any other claims to such funds have expired.

### **18. Disclosure of Account Information and Transfers**

You agree that information about your Accounts or the transfers you make may be disclosed by us to others, both in connection with our providing the System Services and for other business purposes. For example, we may disclose personal information to third parties:

- (a) If we have entered into an agreement with another party to provide any of the Services;
- (b) If it is necessary for completing transfers or otherwise carrying out your instructions;
- (c) If it is necessary to verify the existence and condition of an Account for a third party;
- (d) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- (e) If you otherwise give us your specific permission.

### **19. Change in Terms**

We will notify you if we change any term of this Agreement at any time. We reserve the right to waive, reduce or reverse charges or fees imposed on you or others in individual situations.

### **20. Your Right to Terminate**

You may cancel your System Service at any time by providing us with written notice. Your access to the System may be suspended within three (3) Business days of our receipt of instructions to cancel the Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

### **21. Our Right to Terminate**

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- (a) Without prior notice, if you have insufficient funds in any one or more of your Accounts or breach any term of this Agreement. System Services may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- (b) Upon reasonable notice (including immediate notice), for cause (including the foregoing) or without cause, at our sole discretion.

### **22. Communications between Bank and You**

You can write to us at Mt. McKinley Bank. P.O. Box 73880 Fairbanks, AK 99707, Attn: Cash Management Services. We may write to you at the most current address shown on our records.

### **23. Automated Clearing House Entries**

You may not process or use System Services to initiate Automated Clearing House (ACH) Entries unless and until we have specifically approved your doing so. You will be notified separately of any such approval by us and a separate ACH Origination Agreement is required. You will be required to agree to be bound by the Operating Rules of the

Automated Clearing House (ACH) in connection with all ACH transactions, as the Operating Rules may be amended from time to time.

#### **24. ACH Functions**

If you have been approved for ACH Services, the System will accommodate the following ACH functions (collectively, the "ACH Services"):

- (a) Payroll — These are credit Entries using a PPD or PPD+ code.
- (b) Collections — These are debit Entries using a CCD or CCD+ code.
- (c) ACH Payments — These are credit Entries using one of several codes (PPD, CCD or other).
- (d) ACH Receipts — These are debit Entries using one of several codes (PPD, CCD or other)

Please review the ACH Origination Agreement for more information on ACH functions.

#### **25. Your Duty to Notify Us of Error**

You are required to timely notify the Bank of any unauthorized or erroneous transfer or transaction. If you fail to notify us within sixty (60) days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against the Bank. Notification must still meet the requirements of Paragraph 26 for the Bank to be liable to you in any amount..

#### **26. Limitation on Liability**

As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than five (5) Business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times.

#### **27. NO CONSEQUENTIAL DAMAGES**

IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF OURS.

#### **28. Indemnity**

You will indemnify, defend and hold us harmless against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement. The duty to indemnify under this Paragraph extends to losses caused, in whole or in part, to claims arising out of the presence or effects of malware on your computer.

#### **29. Governing Law; Venue**

This Agreement is also subject to applicable federal laws and the laws of the State of Alaska (except to the extent this Agreement can and does vary such rules or laws, and excluding Alaska rules governing conflicts of law). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You

may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

In the event of any court proceeding involving this Agreement, you agree that the case shall be heard in the Superior Court for the State of Alaska at Fairbanks, Alaska.

**30. Miscellaneous**

This Agreement (and any ACH Origination Agreement, or Funds Transfer Agreement) constitutes the entire agreement between you and us with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with us (such as for loans or other services), continue to apply except as specifically altered by this Agreement. This Agreement shall be effective when we accept and agree to it, as evidenced by our making one or more of the Services available to you. You represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with us in all manner reasonably requested by us, including providing us with information about you and executing and delivering to us any documents reasonably requested by us to further the purposes of this Agreement.

In the event of a conflict between this Agreement and the ACH Agreement, if you have signed one, the provisions of the ACH Agreement shall control.

Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CUSTOMER:**

By: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**Mt. McKinley Bank**  
**BusinessLink**  
**ACH ORIGINATION AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("the Customer") and Mt. McKinley Bank ("the Bank").

The Customer has requested that the Bank permit it to initiate electronic credit or debit entries for payment to consumer accounts maintained at Mt. McKinley Bank and at other financial institutions, by means of the Automated Clearing House ("the ACH").  
Now, therefore the Customer and Bank agree as follows:

1. Definitions. These definitions apply to this Agreement. In the event of a conflict between these definitions and the current Operating Rules of the National Automated Clearinghouse Association, the Operating Rules shall apply. Capitalized terms in this Agreement, if not defined in this section, have the meaning given by current Operating Rules of the National Automated Clearinghouse Association.

"ACH" means automated clearing house, a funds transfer system governed by the Rules of the National Automated Clearinghouse Association which provides for interbank clearing of electronic entries for participating financial institutions.

"ACH Rules" means the Operating Rules of the National Automated Clearinghouse Association, as amended and revised from time to time.

"Article 4A" means the Uniform Commercial Code – Funds Transfer, Alaska Statutes 45.14.101 - .507, as enacted and amended from time to time.

"Malware" means software which compromises or carries the risk of compromising the security of information held by the Customer on the Customer's information systems. It includes, but is not limited to, computer viruses, Trojans, spyware, key trapping software, and phishing software.

"NACHA" means the National Automated Clearinghouse Association.

"ODFI" means originating depository financial institution, an entity which transmits suitably marked entries to an ACH Operator for transmittal to an RDFI; generally, the Bank will be the ODFI for the Customer under this Agreement.

"Originator" means a person that has authorized an ODFI to send or transmit, for the account of that person, a credit or debit entry to the account of a Receiver with an RDFI.

"RDFI" means receiving depository financial institution, is an entity which receives suitably marked entries from an ACH operator for debit or credit to the accounts of Receivers.

""Receiver" means a person that has authorized an Originator to initiate a debit or credit entry to the Receiver's accounts.

2. Customer Compliance with ACH Rules. The Customer agrees to comply with the ACH Rules as well as future updates and abide by the applicable laws of the state of Alaska and of the United States of America. A copy of the current ACH Rules book will be provided to the Customer upon written request.
3. Customer Compliance with State and Federal Law. The Customer agrees that:
  - (a) The Customer shall comply with the rules and regulations of the Office of Foreign Assets and Control (OFAC). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions.
  - (b) The Customer will comply with all the terms of the Electronic Funds Transfer Act if applicable and Article 4A if applicable.
  - (c) The Customer shall otherwise perform its obligations under this Agreement in accordance with all applicable state and federal laws and regulations.
4. Prenotification Procedures. The Customer shall send Prenotification (zero-dollar) entries; at least six (6) days prior to initiating the first live (dollar) entry to a particular account. Should the Customer receive notice that any such prenotification has been rejected by the RDFI, the Customer will initiate no further entries to the Receiver until such time as the Customer determines the rejection reason and corrects it.
5. Customer Authorizations; Records Retention. The Customer will obtain written authorization for consumer entries and shall retain these authorizations for a period no less than two (2) years after the revocation or termination of the authorization.
6. Customer Duties. The Customer understands and agrees that ACH Rules impose certain duties upon the Customer. The Customer to perform those duties in the time and manner required by the ACH Rules and, in addition, agrees that:
  - (a) Entries to a Receiver's account where the individual names does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the entry. It is the responsibility of the Customer to verify that the individual signing the ACH debit or credit authorization is in fact entitled to use of the specified account.
  - (b) Upon receipt of notification of change items, the Customer must make the correction within six (6) banking days, or before the next transaction, whichever is later.
  - (c) The Customer will maintain a settlement account with the Bank at all times during the term of this Agreement. Funds will be held in the account indicated, on the day of origination, for the amount equal to the file(s) originated.
  - (d) The Customer will receive immediate funds for any electronic debit entries initiated by it no later than the Settlement Date of the items. The Bank reserves the right to require the Customer to to maintain holding accounts for the posting of any return debit items received, as stated in this agreement and the ACH Rules.

(e) The Customer will promptly provide immediately available funds to indemnify the Bank if any debit items are rejected or returned after the Bank has permitted the Customer to withdraw immediately available funds, should funds not be available in the Customer's accounts to cover those returned items.

(f) If the Customer discovers that any entry it has initiated was made in error, it must notify the Bank of the error within 24 hours. In such a case, the Bank will utilize its best efforts to assist the customer in creating an adjusting entry or reversal file subject to ACH Rules.

(g) Should a Reversal be created for an individual entry or entries, as opposed to a complete file Reversal, the Receiver(s) of the entries must be notified of the Reversal no later than the Settlement Date of the reversing entry.

(h) Should a Reversal be created for a complete file Reversal, the Customer must advise the Bank within five (5) banking days of the Settlement Date.

(i) In the event that the ACH system for any reason rejects any entries, it shall be the responsibility of the Customer to correct and resubmit such entries. Should the file be rejected due to an error caused by the Bank, the Bank shall be responsible to resubmit the file. In such a case, the Customer will supply sufficient information, upon request, to allow the Bank to recreate the entries for up to five (5) banking days after midnight of the Settlement Date.

7. Bank Duties. The Bank agrees that ACH Rules impose certain duties upon the the Bank. The Bank agrees to perform those duties in the time and manner required by the ACH Rules and, in addition, agrees that:

(a) The Bank shall notify the Customer of any Returns or notification of change entries received for the Customer no later than two (2) business days after the receipt of the item. This notification may be given by phone to an authorized representative of the Customer, or by fax if requested by the Customer. Upon receipt of the Return items the Customer will cease transmission of those transactions until a new authorization has been signed by the consumer or until corrections have been made.

(b) The Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Bank shall not be responsible for the Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorizations of any entry received from the Customers) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or receiving Depository Financial Institution (including without limitation the return of the entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. The Customer agrees to indemnify the Bank against any loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of the Customer, or any other person described in this paragraph.

8. Provisional Entries. The receiving depository financial institution (RDFI) is the financial institution that receives entries for credit or debit to the account of its depositor (Receiver). The Customer agrees to be bound by ACH Rules making payment of credit entries by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for the credit transaction. You

understand that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver. You also agree that any payment by us to you for any debit entry, or returned credit entry, is provisional until we receive final payment. We may delay your ability to use this provisional credit for some time.

9. Customer Security Duties. The Customer is solely responsible for and shall establish and maintain strict procedures to safeguard against unauthorized transactions. The Customer warrants that:

(a) No individual will be allowed to initiate transactions in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by the Bank. If the Customer believes or suspects that any such information has been accessed by an unauthorized individual, the Customer will verbally notify the Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by the Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

(b) The Customer will install on all of its equipment suitable hardware and software safeguards to protect the Customer against Malware and other attacks on the integrity of the Customer's information systems and the confidentiality of data held by the Customer. The Customer shall keep all such hardware and software safeguards current and updated.

(c) The Customer shall assure that all data transmitted over unsecured electronic networks uses commercially reasonable security technology meeting the requirements of the ACH Rules.

10. Customer's Duty to Indemnify. The Customer will indemnify, hold harmless and defend the Bank if the Bank incurs any financial loss or liability (with respect to any entries initiated by the Customer) where the financial loss or liability is due to one or more of the following reasons:

(a) The breach of any of the warranties of an Originating Bank set forth in the ACH Rules, except those due to the negligence of the Bank. This includes reimbursement by the Customer to the Bank of any fines imposed on the Bank due to breaches of ACH Rules by the Customer.

(b) Loss caused in whole or in part by a failure of the Customer to perform its duties under Paragraph 10 of this Agreement.

11. No Consequential Damages. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which the Customer may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.

12. Excuse. Without limiting the generality of the forgoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in the Bank having exceeded the limitation upon its intro-day net fund position established pursuant to present or future Federal Reserve guidelines or which results in the Bank violating any provision of any present or

future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

13. Limitation of Liability. Subject to foregoing limitations, the Bank's liability for loss shall be limited to general monetary damages in the amount not to exceed the total amount paid by the Customer for the applicable ACH service, as performed by the Bank under this Agreement for the preceding 30 calendar days.

14. Bank's Rights on Default. Notwithstanding any other provision to the contrary, in the event of default under the terms of this Agreement by the Customer, the Bank shall have all rights and remedies available at law or in equity.

15. Bank's Right to Amend Agreement. From time to time, the Bank may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective upon receipt of notice to the Customer, or as stated in the notice to the Customer.

16. Termination. This agreement may be terminated upon ten (10) days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Customer prior to such termination.

17. Applicable Law. . This agreement shall be construed in accordance with and governed by the laws of the State of Alaska and the NACHA rules.

In WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

**Customer Name:** \_\_\_\_\_

By: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

# **ATTACHMENT 1**

## **ACH PROCESSING DEADLINE**

In order to meet applicable ACH Deadline windows at The Federal Reserve Bank, the following Bank Deadlines have been established:

All Entries must be received by Mt. McKinley Bank from it's customers by 11:00 am two (2) business days prior to the "effective date (settlement date)" of the entries. Example: Assume that the effective date of the Customer's Entries is Friday the 15<sup>th</sup>. Entries should then be submitted to Mt. McKinley Bank no later than 11:00 am on Wednesday the 13<sup>th</sup>. If the "effective date (settlement date)" is Monday the 18<sup>th</sup>, the entries should be submitted to Mt. McKinley Bank no later than 11:00 am on Thursday the 14<sup>th</sup>. A business day is defined as any day except Saturday, Sunday or a bank holiday.

### **HOLIDAY/SATURDAY-SUNDAY SCHEDULE**

#### **(Non-Processing Days)**

New Years Day  
Martin Luther Kings Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
All Saturdays and Sundays

The Federal Reserve will be closed on these dates. Please keep in mind that ACH files cannot be delivered on these dates, and transactions with effective dates on these holidays will have settlement deferred until the business day after the holiday.