

# First National Bank Alaska

## Business Card Service Agreement

This First National Bank Alaska Business Card Service Agreement ("Agreement") between the parties, First National Bank Alaska, a National Banking Association with its main office in Anchorage, Alaska (the "Bank," "we" or "us") and the business customer ("Business", "you", or "your") listed on the Business Credit Card Application that has been signed by you and which relates to the Standard Business Card or Corporate Card services furnished by Bank. The agreement of the parties is as follows:

### Definitions

**Account.** The revolving line of credit, subject to the terms and conditions of this Agreement, approved by us for use by you and your designated Cardholders.

**Account Balance.** The total outstanding amount of credit extended and charges imposed by Bank under this Agreement.

**Application.** The Application, acceptance, certification or other request you completed, signed or otherwise submitted to us in connection with your request for the Bank to issue Cards to designated Cardholders.

**Billing Cycle.** The period of time covered by each Statement of Account and generally ending on the billing Statement Date and having commenced immediately after the previous billing Statement Date.

**Card.** Credit Card issued by Bank to one of your authorized Cardholders and which has been activated by Bank's third party processor.

**Cardholder.** Person authorized by you and accepted by us, to whom a Card has been issued by Bank, as indicated by the name, embossed on the Card.

**Cardholder Account Balance.** Total outstanding amount of credit extended and charges imposed in connection with a single Cardholder's use of a Card.

**Cardholder Credit Limit.** Credit limit that has been established for an individual Cardholder.

**Cash Advance.** Advance of credit on your Account that you obtain from the Bank or a Correspondent using the Card, or other forms or devices we approve for Account access, including transactions initiated through a bank teller or an Automated Teller Machine (ATM). Cash Advance includes use of the Card, Card number or Account to obtain monetary value that we consider a cash equivalent such as wire transfers, travelers' checks, money orders, balance transfers, Person-to-Person, or foreign currency.

**Correspondent.** Member, or an affiliate of a member, of Mastercard® International.

**Company Credit Limit.** Aggregate credit limit, established by us, for use of all Cards or other access devices issued in connection with your Account.

**Merchant.** Person who has agreed with Bank or a Correspondent to sell goods or services to Cardholders, using Cards.

**New Balance.** Means the Account Balance on the Statement of Account as of the end of the Billing Cycle.

**Previous Balance.** Account Balance as of the beginning of the billing statement shown on the Statement of Account.

**Purchase.** Purchase of goods or services from a Merchant by a Cardholder using the Card or the Card number.

**Statement of Account.** Periodic billing statement which summarizes all transactions on the Account during a Billing Cycle, and which sets forth the New Balance as of the end of the Billing Cycle.

**Statement Date.** Date appearing on a Statement of Account that has been made available to a Cardholder or your Business.

**Issuance of Cards and Use of Accounts.** Subject to the terms of this Agreement, you represent and agree that the Account, each Card, and the Card numbers will be used exclusively transactions made for business, commercial, agricultural, or organizational purposes, and not for personal, family, or household purposes. You acknowledge and agree that each Card shall be treated as a Standard Business or Corporate Credit Card, and will not be treated as a consumer credit card for purposes of state and federal laws and regulations, including but not limited to certain provisions of the Truth in Lending Act and its implementing Regulation Z or the Electronic Funds Transfer Act and its implementing Regulation E which relate to consumer-purpose credit cards and consumer-purpose transactions.

You also represent and agree that the Account, each Card, and the Card numbers are not used in any unlawful transaction, including illegal gambling transactions conducted through the Internet or any material participation in fraud. If any Card is used for illegal purposes, we may terminate the Account or cancel any Card in our sole and absolute discretion, but you will remain liable for all debt relating to Card transactions initiated prior to such termination and/or cancellation.

In the event that you request, and we agree for any Cards issued to Cardholders to be issued only in the business name, you agree that, notwithstanding any other provisions of this Agreement, all charges on such Cards shall be transactions authorized by you. You agree to ensure that each Cardholder has been notified of, and has agreed to, those terms and conditions of this Agreement which govern the use of the Cards issued to such Cardholders. You will ensure that the Bank is a beneficiary to such agreements.

Your use of all Cards and the Account shall be subject to any applicable operating rules established by Mastercard International®.

**Cards and Cardholders.** We will issue a Card on the Account to a Cardholder on the basis of a request made on a fully completed Application or upon your executing and delivering to us an additional Cardholder designation in the manner we specify; provided that we reserve the right, in our sole discretion, to refuse to issue any requested Card. We also have the right to cancel, revoke or suspend any Card at any time without notice. We may issue renewal and replacement Cards to each Cardholder until you notify us otherwise in writing, or until we cancel, revoke, or suspend any Card, close your Account, or until this Agreement is terminated. You

## First National Bank Alaska Business Card Service Agreement

agree to notify us immediately if you cancel any Cardholder's privilege to initiate transactions on your Account, and you agree to destroy any such Card. Every Card issued under the Account remains our property. You agree to destroy any Card and to discontinue its use upon our request.

**Credit Limit.** We will establish a Company Credit Limit for your Account. All amounts charged to the Cards together with any fees or other amounts owed to us in connection with the Account may not exceed, in the aggregate, the Company Credit Limit unless we, in our sole discretion, authorize such charges. So long as the Account has not been closed and/or demand has not been made by us, credit advances under the Account may continue to be made, repaid and re-borrowed as set forth in this Agreement. You shall have the authority to allocate the Company Credit Limit among the individual Cards by setting individual Cardholder Credit Limits. You acknowledge that any transactions exceeding a Cardholder Card Limit may be declined. However, you agree that it is solely your obligation to enforce the Cardholder Credit Limit, and that if any such Credit Limit is exceeded, you are liable for the entire debt, including any amount(s) in excess of the relevant Cardholder Credit Limit(s).

We may, at any time in our sole discretion, increase the amount of the Company Credit Limit temporarily or for an extended period without prior notice. We may, at any time in our sole discretion, decrease the amount of the Company Credit Limit; whereupon you agree to immediately repay the amount of any outstanding Account balance that exceeds the adjusted Company Credit Limit.

You agree that we will not be liable to you or any Cardholder if a transaction on the Account is not honored for any reason, even if the Account had sufficient credit available under the applicable Cardholder Credit Limit or Company Credit Limit. We may from time to time establish limits on the amount of Cash Advances that may be charged to your Account. You and the Cardholder agree, we have no responsibility for failure of any machine, Merchant, financial institution or other party to honor any Card.

**Extension of Credit.** Bank may extend credit, in amounts which do not cause any Cardholder Account Balance to exceed 110% of the authorized Company Credit Limit or the Cardholder Credit Limit, as applicable. You expressly agree that Bank may, but is not obliged, to extend credit in amounts which cause a Cardholder Account Balance to exceed the applicable Cardholder Credit Limit. If Bank extends credit in excess of any Cardholder Credit Limit or the Company Credit Limit, as applicable, the Bank may charge an Over-Limit Fee as disclosed herein.

**Card Classification.** As requested from time to time, Bank shall establish, based upon Standard Industry Classifications ("SIC") or Mastercard's Merchant Classification Codes ("MCC"), authorization procedures which will enable Merchants to confirm in advance that a particular Card Purchase is authorized.

**Card Expiration and Delivery.** All Cards shall expire and your Account will be closed upon termination of this Agreement. Subject to the terms of this Agreement, Bank will mail a Card directly to each person designated in an Application (if approved by the Bank), at the address set forth in the Application, unless Bank agrees to do otherwise.

**Merchant Adjustments.** You will pay Bank for credit extended notwithstanding any claim, defense or dispute you may have concerning the goods or services purchased unless you and the Merchant agree to, and notify Bank in writing of, a cancellation of the Purchase or a price adjustment. If a Merchant agrees to give a refund for a Card Purchase made with your Card, such refund will be provided as a credit on your Account instead of cash refund.

**Statement(s) of Account.** We will make available to you written notices and Statements of Account based on the Business address and/or email as it appears in our records, unless otherwise agreed to in writing. The Statement of Account and any enclosures that we deliver to you after each Billing Cycle will disclose important information about your Account, including your Account transactions. We will make available a Statement of Account at the end of each Billing Cycle when your Account has a balance more than \$0, if a finance charge has been imposed, or otherwise as required by applicable law.

In the event there is an error in a Statement of Account, you agree to immediately notify Bank. Communication regarding a claim of error in a Statement of Account should be sent to Bank as soon as possible. Bank must receive such a communication no later than 30 days after the Statement Date that appears on the Statement of Account on which the error being claimed first appeared. Failure to report a suspected error within this time will entitle Bank to reject and deny the claim. To be effective, the communication must include the Cardholder's name, Business Name and Account number, the dollar amount of the suspected error, and describe the error claimed and why Business believes there is an error.

**Contact Information.** To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change the Business mailing address, email address, and/or telephone number(s). You authorize us or any of our agents to contact you at any telephone numbers you provide on your Application or that you provide to us thereafter, including a ported landline, cellular phone, mobile phone or similar device, regarding payments due, Account activity, Account information or for other purposes we deem necessary, in accordance with applicable law. You agree that you may be charged by your wireless provider for data, phone usage or minutes. You authorize those contacts to be made using an automated telephone dialing system and/or prerecorded messages and/or text messages. You may revoke your consent to being contacted on your mobile phone using an automated telephone dialing system and/or prerecorded messages and/or text messages at any time by contacting us through the information indicated in the Contact Information section.

You authorize us or any of our agents to send email to the addresses you provide us on your credit Application or otherwise. You authorize us or any of our agents to leave a message with a person, voice mail, or other similar method. You also authorize us or any of our agents to send U.S. postal mail to the address you provide to us on your credit Application or otherwise. You also confirm that by providing the mobile phone number and/or email address of any Cardholder(s), you have received consent from the Cardholder(s) to provide this contact information to us, and that the Cardholder(s) have expressly consented to receive calls and/or text messages from us or any of our agents to the number(s) provided, including through an automated telephone dialing system and/or prerecorded messages and/or text messages, about authorized Card transactions. You also agree to indemnify us from any and all losses, damages and penalties arising out of claims or actions where the Cardholder claims they did not provide consent. We can also contact other persons you have listed on your credit Application or persons you have designated as Cardholder(s), to obtain information about you and how to contact you in the event we are unsuccessful in contacting you as described above. You represent that your Cardholder(s) have consented to providing you with information in connection with Card transactions made by them using Cards or otherwise in connection with the Account.

## First National Bank Alaska Business Card Service Agreement

**Payments.** Bank may accept late payments, partial payments, or any payments marked as being payment in full or as a settlement of any dispute without losing any rights under this Agreement or under law. Bank's acceptance of any late payment, partial payment, or payments will not operate as an amendment of this Agreement. Depending on the established Account, payments may be made to concentration Account or applied to each Cardholder Account Balance. Bank may accept payment for credit to any Cardholder Account Balance from either Business or a Cardholder. To the extent permitted by the Bank, Business may effect payments through an Automated Clearing House transfer. Payments mailed to P.O. Box 107006, Anchorage, Alaska, 99510, will be credited, as directed, as of the date received by Bank. A payment in cash is accepted when processed in person at Branch Offices only. Payments made by checks or cash received before 5:00 pm Alaska Standard Time will be credited as of the date received, however credit may be delayed up to 5 business days.

Corporate Card payments are due 25 days after the Statement Date and the full balance is due including fees applied during the cycle. Standard Business Card payments are due within 25 days (grace period) after the Statement Date. The minimum amount of the payment is equal to the sum of 3% of the New Balance that does not exceed the credit limit or if the New Balance exceeds the credit limit the highest of 3% of the credit limit or the amount of such excess. If the amount due is less than \$10.00 the minimum amount of the payment is \$10.00 (or a lower amount in certain cases) or the amount due plus any fees and finance charge. In no event, however, is the minimum payment greater than the New Balance, this includes the portion of the New Balance that is delinquent.

**Application of Payments.** Payments shall be applied first to any fees and interest, then to past due amounts in the order in which credit was extended, then to credit extended in the last Billing Cycle.

**Interest Rate and Fees.** The current interest rate and applicable fees are posted online through our website, [fnbalaska.com/business/business-credit-card/business-card-service-interest-rate-and-fee-schedule/](https://fnbalaska.com/business/business-credit-card/business-card-service-interest-rate-and-fee-schedule/)

**Finance Charges.** For Standard Business Card Accounts a Finance Charge is imposed if, during the Billing Cycle: (i) Credit is extended for a Cash Advance, part of the charge is denominated "cash advance fee" and accrues when the credit is extended, the other part of that charge is designated "interest" and accrues from the time credit is extended for a Cash Advance or Balance Transfer, (ii) Credit extended for a Purchase, If the Previous Balance was not paid in full within the first 25 days of the Billing Cycle (grace period), such interest begins to accrue from the time credit is extended.

**Late fees.** The amount (or portion) of any New Balance that is reflected as due that remains unpaid at the end of the following Billing Cycle shall be deemed delinquent. Bank will impose a late fee each month of all sums that are delinquent. You may receive a notice of delinquency at the Business address on file.

**Suspension of Charging Privileges or Card Cancellation.** In addition to and without limiting Bank's rights hereunder, Bank may revoke the Card issued to any Cardholder whose Cardholder Account Balance includes a delinquency for three consecutive Billing Cycles. Bank may, but will not be obliged, to extend credit in connection with any Cardholder's attempted use of their Card as long as any portion of their Cardholder Account Balance is delinquent.

**Liability.** You, including, but not limited to, your principals, owners, guarantors and partners hereby promise to pay the Bank for any and all debt relating to charges initiated by or to any person using a Card or the Account. All Cardholders who are granted use of an Account shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, to the fullest extent permitted under applicable law, you agree to be unconditionally and without limitation liable for all debt under this Agreement, whether incurred by authorized or unauthorized use, whether by a Cardholder or some other person, and whether arising from Cards lost or stolen, unless otherwise provided by this Agreement (see exceptions set forth in the "Liability for Unauthorized Charges" section below). Bank will offer Mastercard's MasterCoverage Program, for Corporate Card Accounts, which provides limited protection from employee Cardholder misuse.

**Liability for Unauthorized Charges.** Zero Liability is a benefit that protects Standard Business Card Accounts only from unauthorized use on Purchases made in a store, over the telephone, online or via a mobile device, and ATM transactions provided the following conditions are met: You must have exercised reasonable care in safeguarding your Card from the risk of loss, theft, or unauthorized use, and you have promptly reported to us the loss, theft or unauthorized use of your Card.

To qualify for Zero Liability you must notify us within two (2) business days (i) after learning of an unauthorized transaction, (ii) of the loss or theft of your Card, or (iii) after the issuance of the Account statement on which the first unauthorized transaction appears, whichever is earlier.

If you fail to satisfy any of these conditions and someone uses your Card without your authorization, you may be liable for the amount of money, property, labor, or services obtained by the unauthorized use before notification to the Bank.

For purposes of this rule, unauthorized use means the use of a Card by a person other than you who does not have actual, implied, designated or apparent authority for such use, and from which you did not receive any benefit. If Cardholder or authorized signer is removed from an Account, the Account owner is responsible for recovering Cards issued to prevent unauthorized transactions as well as notifying the Bank.

If you believe any of the Cards and/or codes issued to your Cardholders has been lost or stolen or someone has transferred or may transfer money from your Account without the Cardholders permission, call or write us immediately. To report a lost or stolen Card during regular business hours, call 907-777-4519 from Anchorage, 800-856-4362 from areas outside of Anchorage, or 888-817-4342 (TTY). To report a lost or stolen Card after hours, weekends, and holidays call 800-472-3272.

If you believe that you or any Cardholder have been the victim of identity theft and that there is a transaction(s) or Application(s) you believe is a result of that identify theft, please call us at 907-777-4519 from Anchorage, 800-856-4362 from areas outside of Anchorage, or 888-817-4342 (TTY). You may write to us at: P.O. Box 107006, Anchorage AK 99510-7006. All submissions regarding an unauthorized transaction(s) or Application(s) due to identity theft must be sent to the foregoing address. If you contact us by phone regarding transactions resulting from identity theft, we may require you to make a written submission. In your written submission, please include your name, your Account number and related Card number(s), if known the date of the transactions or Applications, and other identifying information that you believe may assist us in identifying the transactions or Applications that were the result of a stolen identity. Once we receive the request we will respond within the next 30 days, pending any verification of identity, with any information in our control regarding the Application(s) or transaction(s) that were the result of identity theft to you and anyone else requested in your submission.

## First National Bank Alaska Business Card Service Agreement

We may require that you verify your identity before investigating your claim. If we determine that identity verification is necessary, we will request from you a copy of a government issued identification or other documentation that will allow us to verify your identity. Additionally, we may require that you submit a copy of a police report you filed evidencing the claim of identity theft, and either the Federal Trade Commission ("FTC") Identity Theft Report, available at the FTC's website, or an affidavit which is substantially similar to the Federal Trade Commission Identity Theft Report.

**Termination of Business Cardholder's Authority and Subsequent Liability.** Business shall designate one or more of its employees as representative(s) who shall provide Bank notice of any Cardholder's termination of employment. Business shall take all reasonable actions necessary to collect a Card issued to a Cardholder who is no longer employed and no longer authorized to use a Card. Any Card obtained by Business that is no longer authorized for use shall be destroyed by Business. Failure to give notice to Bank of the termination of employment of a Cardholder and termination of authority to use a Card will result in liability to the Business for all credit extended and charges imposed arising from use of the Card until notice is received in writing by bank. We shall have a reasonable time (in any event, not less than two business days) to act upon any such revocation of authority following notice and our acknowledgment of receipt of such notice.

**Charge-backs.** Bank shall, upon the receipt of written correspondence from Business or a Cardholder addressed to, First National Bank Alaska Credit Card Operations, P.O. Box 107006, Anchorage, Alaska 99510, initiate a provisional charge-back to the appropriate Cardholder Account Balance. Such correspondence must be received by Bank within 60 days of the Statement Date that appears on the Statement of Account on which the item to be charged-back first appeared. Bank shall resolve each documented charge-back request within 90 days of the date of receipt of such request.

**Cash Advances.** Bank provides access to Cash Advance services through owned and participating Bank ATM's (Automated Teller Machines) and Mastercard member offices. Cardholders identified by Business in the Application as authorized to receive Cash Advances may obtain cash by accessing an ATM with a Card or presenting the Card at a Mastercard member bank. The amount of the fee shall appear on the Statement of Account including the Cash Advance.

**Notice.** All notices, requests, and other communication provided for herein, unless otherwise specified herein, may be sent to bank by emailing CCustomerService@FNBAlaska.com or by facsimile transmission to (907)777-3776; Monday through Friday, excluding Holidays, 8:00 a.m. to 5:00 p.m., Alaska Time. Notice will be considered given, or a request received by the Bank, upon our written acknowledgment of receipt of the e-mail or facsimile transmission. Notice will be considered given, or a request received by the Business or Cardholder, as applicable, at the time such notice is sent by the Bank, or if applicable, at the time such information or notice is otherwise made available to the Business or Cardholder, as applicable, through the Bank's online services.

**Automation and Information Management.** Bank agrees to provide all Cardholder Account Balance information on a monthly basis. Bank agrees that it will maintain all information relative to the Account of Business with Bank arising under this Agreement as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Bank agrees to use such information exclusively for the purpose of providing of services to Business hereunder and not to release such information to any other party; provided, however, that Bank may collect, maintain and, at its option, disseminate information and data to others concerning Card transactions which does not contain any direct or indirect identification of Business or a Cardholder and Bank may provide access to any such information to a third party service provider to the extent necessary in connection with the Bank's provision of the Card services hereunder.

**Proprietary Information.** Bank considers the services that are the subject of this Agreement to be unique and involving proprietary information of Bank. Business agrees that any reports, manuals, documentation or related materials will be circulated only to persons, and only to the extent necessary in order that Business and Cardholders may benefit from the services being offered. Business agrees to take all reasonable steps to safeguard such proprietary information and not to release such information to any persons.

**Financial Statements.** At any time the Bank has the right to request and obtain financial statements or other information on your Business, owners, and guarantors. You agree to provide the financial statements and other information when requested by Bank.

**Termination.** This Agreement shall remain in full force until terminated by either Business or Bank in the manner set forth herein. All Cards and related Cardholder Accounts shall be canceled effective upon termination of this Agreement. Notwithstanding the foregoing, we may close your Account, refuse to allow further transactions or revoke any or all Cards at any time without prior notice. You may close your Account and terminate this Agreement by written notice to us in the manner described in Notice Section. Closure of your Account will not affect your liability to us for credit we have extended to you, including credit extended to you, but not yet billed to your Account or reflected on a Statement of Account.

Notwithstanding the foregoing, we shall have the right to terminate this Agreement immediately and without notice, upon the occurrence of any one or more of the following events with respect to your Business or, as applicable, any Cardholder: (i) Dissolution or liquidation, (ii) insolvency; or the institution by or against Business of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for you; or you enter into an agreement with, or for the benefit of its creditors; (iii) any material adverse change in your financial condition, (iv) any default hereunder, or breach of the obligations undertaken herein or in any other agreement by and between the parties hereto, (v) upon the occurrence of any event in any agreement between you and us which would allow us to declare any indebtedness owed to us due and payable in full, (vi) a change in the ownership of your Business, or a sale of all or substantially all of your assets, or (vii) any other determination by us to close your Account pursuant to our rights hereunder.

Upon termination of this Agreement for any reason, you shall promptly pay all amounts outstanding and instruct all Cardholders to return all Cards to you for destruction, or the Bank may determine that Cards are returned to us. We will terminate all services hereunder upon the stated termination date. We will have the right to suspend all services and obligations under this Agreement if the amount due from Business as the result of credit extended and charges imposed hereunder, equals or exceeds the Company Credit Limit. It is your responsibility to monitor your Account Balance and each Cardholder Account Balance relative to the respective Company Credit Limit and Cardholder Credit Limits. Rights, obligations or liabilities, which arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.

**Security Interest and Right of Setoff.** In addition to the other remedies provided in this Agreement, but subject to any limitations imposed by applicable federal or state law, to secure the funds owed in connection with your Account, you hereby grant us a security interest in and a right of setoff against all monies, deposit accounts, securities, and other property of yours now or hereafter in possession of or on deposit with us, whether held in general or special account or deposit or for

## First National Bank Alaska Business Card Service Agreement

safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to you. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in doing so. Every security interest and right of setoff shall continue in full force and effect until such security interest or right of setoff is specifically waived or released by an instrument in writing executed by us. If you have other commercial purpose loans from us, or if you take out other commercial purpose loans with us in the future, collateral securing those loans will also secure your obligations under this Agreement, unless we otherwise agree in writing. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Agreement even if we have or later acquire a security interest in the household goods or a mortgage on the dwelling. In addition, your obligations under this Agreement are not secured, and the Bank shall not have any right of setoff against any IRA and Keogh accounts, or any trust accounts for which setoff would be prohibited by law.

**Indemnification.** Bank shall indemnify and hold Business harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

**Warranties.** Each time a Card Purchase, balance transfer or Cash Advance is made, you represent, warrant, and covenant to us that: (i) the Business is duly organized and is validly existing under the laws of its state of organization, is in good standing under the laws of the state of its organization and is duly qualified to do business or conduct its affairs in each jurisdiction where it does business or conducts its affairs and has the full power and authority to carry on its business or affairs as presently conducted; (ii) you have full power, capacity, and authority to enter into and perform all obligations under this Agreement; (iii) entering into and performing all obligations under this Agreement are not inconsistent with any of your governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which you are a party or by which you are bound; (iv) all information that you have provided and will provide at any time in the future to us is and will be accurate, and upon request, an appropriate officer of Business will certify the accuracy of all such information regarding the Business; (v) at our request you will deliver in a form acceptable to us any legal documents, financial statements, or other information we may reasonably require to verify the representations and warranties contained in this paragraph; and (vi) each transaction initiated using a Card or through the Account is for commercial, business or agricultural purposes, and not for personal, family or household purposes. You agree to notify us promptly of any significant change in your business or affairs that has or may have a material adverse effect on your ability to perform your obligations hereunder.

You agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the Bank will have the right, upon notice to you, to immediately terminate this Agreement whereupon all amounts outstanding hereunder shall be immediately due and payable.

**Change of Terms.** We may change the terms of this Agreement, including but not limited to any related schedules or disclosures, at any time. The new terms may, at our option and subject to compliance with all applicable laws, apply to new Purchases, balance transfers and Cash Advances, as well as to any or all outstanding debt existing on your Account at the effective date of the change. Notice to you of any such change may be provided by us in any manner and within the timeframes permitted under applicable law, and you hereby consent to receipt of such notice electronically where electronic notice is permitted by applicable law. If you reject a change by providing notice to us in writing, your Account may be cancelled and, in the event of such cancellation, you will no longer be able to use the Account, and any balance owing will be due immediately, including fees and interest. If you or any Cardholder use your Account following the effective date of any amendment to this Agreement, you will be deemed to have accepted the change, even if you have previously provided to us written notice of your rejection.

**We May Transfer Your Account.** At our discretion and in accordance with applicable laws and regulations, we reserve the right to transfer your Account to another financial institution or entity. Such transfers may occur for reasons including, but not limited to, mergers, acquisitions, or the sale of credit card portfolios. In the event of such a transfer, your Account terms, interest rates, and key Account details will be communicated to you as required by law. We will make reasonable efforts to ensure that the terms and conditions of your Account remain consistent, but changes may occur. You will be provided with prior notice of any such transfer to the extent required by law. You may not transfer your Account or liability for debt under this Agreement to any other person, including through any change in the ownership or control of Business, without our prior written consent.

**Telephone Monitoring.** From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service. By entering into this Agreement, you give us your express consent to do so.

**Credit Reports and Information.** The Business and guarantors authorize us to make any employment and investigative inquiries, including obtaining credit reports from credit reporting agencies and/or other third party sources, as we deem appropriate in connection with the Application for or the extension of commercial purpose credit on the Account, or the update, renewal or review of the Account, the collection of amounts owing on the Account, and/or other related purposes, in accordance with applicable law. The Bank will provide to the Business or any guarantor at their request whether or not a credit report was requested, and if one was requested, of the name and address of the reporting agency that furnished the report. The Business and any guarantors agree that we may furnish information concerning your Account or credit file to credit reporting agencies and others who may properly receive that information, in accordance with applicable law. Late payments, missed payments, or other defaults on the Account may be submitted to a credit reporting agency and reflected in a credit report. The Business and guarantors further agree to promptly provide to us updated financial or other information that we may request from time to time in connection with our maintenance of your Account.

**Notice of Inaccurate Credit Information.** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at P.O. Box 107006, Anchorage, Alaska 99510-7006.

**Collection and Default.** Unless prohibited by applicable law, your Account is considered to be in default if (i) you do not make payments of amounts which are due on or before the applicable payment due date, (ii) you exceed your Company Credit Limit, (iii) you become subject to bankruptcy or insolvency proceedings, (iv) you become subject to attachment or garnishment proceedings, (v) you give us any materially false information or signature, (vi) Owner is deceased (Business is a sole proprietorship), (vii) you fail to comply with any portion of this Agreement or (viii) the Card Account or Card number is used for unlawful purposes. Bank accepting a late or partial payment does not waive the default. Unless prohibited by applicable law, default on this Account will constitute default on all accounts you hold with us. Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance of your debt due immediately. Unless prohibited by applicable law you agree to pay our reasonable costs and attorneys' fees related to the collection or enforcement of your Account.

# First National Bank Alaska

## Business Card Service Agreement

**Delay in Enforcement:** Bank may delay in enforcing our rights this delay shall not impact or change our rights under this Agreement.

**Compliance and Monitoring.** You agree to comply with, and be responsible for compliance with, applicable laws without limiting the generality of your obligations to comply with programs and regulations administered by the Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), including screening each Cardholder to insure such Cardholder is not on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC and implementing measures to prevent use of the Account in violation of such programs and regulations. You shall immediately notify the Bank upon the receipt of any correspondence from any regulatory authority regarding any aspect of your use of the Cards pursuant to this Agreement, which notice shall include a copy of the correspondence.

The Bank is a regulated financial institution and, at its discretion, may perform periodic financial and regulatory reviews of the Business. You agree to cooperate fully with any such reviews, providing access to relevant records and information as reasonably requested by the Bank. The Bank and Business shall comply with all applicable anti-money laundering laws and regulations. You agree to promptly report any suspicious activity or transactions that may be indicative of money laundering or other illegal activities.

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 person who opens an Account. What this means for you: When you open an Account, we will ask with respect to certain of Business's representatives and owners, your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. As part of the Application process and for the purposes of underwriting and prior to opening the Account we generally require additional information about Business, your beneficial owners and controlling persons, your clients, your authorized representatives, and other related individuals.

**Registered Marks and Trademarks.** Business and Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Business and Bank each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.

**Employment of Agents.** Bank may in its sole discretion employ agents to perform part or all of its obligations under the Agreement at any time without the consent of Business; provided, however, that such action shall not affect Bank's obligations to Business hereunder.

**Jurisdiction and WAIVER OF JURY TRIAL.** You waive any objection to jurisdiction or venue on grounds that you are not residents of the county or state where our offices are located. You authorize us to bring any action to enforce your obligations under this Agreement in any state court having jurisdiction or in the United States District Court for any District where our offices are located. You agree that we may select the court in our sole discretion. You and we hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to this Agreement or the Account.

**Force Majeure.** We shall not be liable for any failure, error, malfunction, or any delay in carrying out any of our obligations under the Agreement if such failure, error, malfunction, or delay results from the Bank acting in accordance with applicable laws, or from acts of God, adverse weather conditions, fire, casualty, interruption of transmission or communication facilities, internet or similar outages, equipment or system failure, failure of third party data processing services, internet disruptions, power failure, delay in transportation, accident, acts of terrorism, riot, war, pandemic, epidemic or disease outbreak, legally mandated quarantine or travel or work restrictions, emergency conditions, including strike or stoppage of labor, disruptions in the financial markets, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents the Bank from operating normally or otherwise servicing and administering the Cards or any other cause beyond our reasonable control.

**Law that Applies to this Agreement.** We make the decision to grant credit and issue Cards from our office in Alaska. Alaska law applies to and will be used to interpret this Agreement. However, when federal law applies, federal law will be used instead of Alaska law.

**Severability.** Should any provision of this Agreement be declared invalid or unenforceable for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provision(s) which may for any reason be hereafter declared invalid.

**Non-waiver.** The failure of Bank or Business to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by Bank or Business of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

**Survivability of Payment Obligations, Rights, and Remedies.** The obligation of Business to make payments as herein set forth shall continue until fully performed. Any rights and remedies Business or Bank may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the credit extended hereunder. Any prior agreements, representations, statements, negotiations or undertakings dealing with the subject matter of this Agreement are superseded hereby.

**Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Business without the prior written approval of Bank.

**Headings.** The headings of the sections and subsections of this Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

## **First National Bank Alaska Business Card Service Agreement**

BY ACTIVITING OR USING YOUR CARD OR ACCOUNT, YOU ACKNOWLEDGE THAT (1) YOU HAVE RECEIVED AND HAVE READ A COMPLETE COPY OF THIS AGREEMENT (2) YOU UNDERSTAND THIS AGREEMENT, AND (3) YOU AGREE TO ALL TERMS.

The above information was accurate as of the date printed and is subject to change after that date. For changes since print date:

Write:

First National Bank Alaska Card Services

P.O. Box 107006

Anchorage, Alaska 99510-7006

Call:

907-777-4519

800-856-4362, option 4