

This application is subject to approval. We must have original signature in order to set up Business Online. Please print this application, complete it, and return it to any Northrim Bank location or mail it to:

Northrim Bank, Attention: Electronic Banking, P.O. Box 241489, Anchorage, AK 99524-1489.

How to Enroll for Business Online

Step 1: Review the Agreement and if you agree to it, proceed to Step 2.

Step 2: Print the Agreement. If you are viewing this Agreement on the first enrollment page, you can click on the Microsoft Word or Adobe Acrobat versions at the end. (You may need to click on your browser "Back" button to return to the Agree page.)

Step 3: Complete and get the appropriate signature(s) on the Agreement you printed off.

Step 4: Return the signed Agreement to Northrim Bank.

Once you have completed all of these steps, we will complete the enrollment process and you will be ready to do your business banking online.

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I. Introduction

This Access Agreement (“Access Agreement”) for accessing your Northrim Bank accounts through Business On-Line and Electronic Bill Payer for Business explains the terms and conditions governing the on-line banking and bill payer services offered by Northrim Bank. By executing the Access Agreement and Resolution and using Northrim’s Internet banking services, you agree to the terms and conditions of this Access Agreement. In some cases, additional agreements will be required. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Alaska. The terms “we,” “us,” “our,” “Northrim,” and “bank” refer to Northrim Bank. “You” and “Business Customer” refers to the Business Customer named in this Agreement, including all authorized users. The term “business days” means Monday through Friday, excluding Saturday, Sunday and Federal, State and Northrim Bank holidays.

Business On-Line can be used to access Northrim Bank accounts. Each of your accounts is also governed by the applicable Northrim Bank disclosures outlined in “Rules and Regulations for Deposit Accounts” and Electronic Banking Rules and Regulations.”

II. Accessing Your Northrim Bank Accounts through Business On-Line and Electronic Bill Payer for Business

A. Requirements

To access your accounts through Business On-Line, you must have a Northrim Bank account and an on-line password.

Only sole proprietors who subscribe to Business On-Line can combine personal and business accounts.

All accounts will be reviewed and are subject to approval based upon ownership.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Business On-Line is a way to communicate securely with the bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Business On-Line. To ensure the security of your account information, we recommend that you use this E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Business On-Line or call **Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska).**

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Business On-Line. See Section IV for a description of Electronic Bill Payer fees. Additional ACH services and our EZ Tax/EFTPS service are available in conjunction with Business On-Line. Information and fees are included in the Business Banking section of our web site, or by requesting our ACH Services brochure.

D. New Services

Northrim Bank may, from time to time, introduce new on-line services. We will notify you of any new services by posting it on our web site. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services. In some cases, access to these services may require application/approvals and additional agreements may be required.

E. Benefits of Using Business On-Line

With Business On-Line, you can manage your business accounts from your office or home on your PC. You can use Business On-Line to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual (with Electronic Bill Payer for Business).
- Communicate directly with Northrim Bank through e-mail.
- Business On-Line customers can request access to ACH, EZ Tax/EFTPS and Wire Transfer Services. These services require separate applications/approvals and additional agreements.

III. Terms and Conditions

By executing this Agreement, you agree to be bound by all the terms and conditions of this Agreement.

A. Your On-line Password

You will be given an on-line password that will give you access to your Northrim Bank accounts for Internet access. This password can be changed within Business On-Line using the options button. We require that you change your password every 90 days. We will act on instructions received under your password. For security purposes, it is recommended that you memorize this on-line password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Other Business On-Line Users

Your designated authorized representative, whom we refer to as a Business On-Line Administrator, is solely responsible for maintaining the addition or deletion of any Business On-Line users.

C. Payment Account

You will be asked to designate a payment account for your Business On-Line and selected services such as Electronic Bill Payer for Business. You agree to promptly pay all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify Northrim Bank and identify a new payment account for the selected service(s). Additionally, if you close all Northrim Bank accounts, you must notify Northrim Bank Customer Service to cancel your Business On-Line and other Internet banking services.

Your on-line access may be canceled at any time, without prior notice, due to insufficient funds in one of your accounts. After cancellation, Business On-Line services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Northrim Bank's Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska).

If you do not access your Northrim Bank accounts through Business On-Line for six months, Northrim Bank reserves the right to disconnect your service without notice. Please note that your bill payment records will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your Northrim Bank accounts through Business On-Line.

If you wish to cancel any of the Internet services offered through Northrim Bank, please contact Northrim Bank Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska), or send us cancellation instructions in writing to Internet Services, Northrim Bank, P.O. Box 241489, Anchorage, Alaska 99524-1489.

D. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor our service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, our on-line banking partner, Open Solutions, In., or by Internet browser providers such as Netscape or Microsoft Explorer, OR by Internet access providers OR by on-line service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or our service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment software, the on-line financial services, or Internet browser or access software.

E. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Business On-Line transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving disbursement of cash, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Business On-Line may result in an overdraft of your account and may, at Northrim Bank's discretion, be cancelled.

In addition, you will be charged standard overdraft fees that apply to your account.

F. Hours of Accessibility

You can access your Northrim Bank accounts through Business On-Line seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Business On-Line may not be available due to system maintenance. You will be notified on-line when this occurs.

A transfer initiated through Business On-Line before 10:00 PM on a business day is posted to your account the same day. All transfers completed after 10:00 PM on a business day or on a Saturday, Sunday or a banking holiday will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal, State and Northrim Bank holidays are not considered business days.

G. Additional Terms and Conditions

Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is usually available the same business day.

Transferring Funds – The number of transfers from a savings or Money Market account is limited as described in our brochure titled, "Investing Your Money." If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. Electronic Bill Payer for Business Service

A. Using the Service

With Northrim's Electronic Bill Payer for Business service, you can schedule bill payments, at your option, for the payment of your current, future and recurring bills from your designated Northrim Bank checking account. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Electronic Bill Payer for Business. We are unable to process any tax payments or court-directed payments through Electronic Bill Payer for Business.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Electronic Bill Payer for Business. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your designated checking account. When we receive a payment instruction, you authorize us to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. It is anticipated that most transactions will be completed on the exact day you designate. It is understood that due to circumstances beyond the control of Northrim Bank, particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments be scheduled at least seven (7) business days before the actual date, not the late date. If you properly follow the procedures described herein, and Northrim Bank fails to deliver a payment on a scheduled payment date, our Electronic Bill Payer partner will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than seven (7) days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

Northrim will use its best efforts to process all your payments properly. However, we shall incur no liability if we are unable to complete any payment initiated by you through Electronic Bill Payer for Business because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction, or the transaction would exceed the limit of your overdraft protection.
2. The bill payment-processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided us with the correct names or account information for those persons or entities to whom you wish to direct payment.

4. Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction.
5. You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Alaska Time), on the Payment Date by using the DELETE function on the Electronic Bill Payer "Pending Payment" screen.

Northrim Bank reserves the right to terminate your use of our Electronic Bill Payer for Business service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel your electronic Bill Payer for Business service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service. You should either delete those payments yourself using Electronic Bill Payer for Business, or call Northrim Bank Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska). This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Electronic Bill Payer for Business Fees

The monthly fee for Electronic Bill Payer for Business is \$5.00 per month. This fee covers up to 15 bill payments a month to anyone you wish to pay in the U.S. Additional bill payments are 40¢ each. These fees cover service for the previous month; they are waived the first 90 days, starting with your first payment. The monthly fee will be charged to your designated checking account, whether or not you initiated bill payments that month. Additional per-payment fees are only assessed if additional payments are made.

Additionally, you agree to pay any special charges in effect as disclosed by Northrim Bank. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the bank will deduct the fee from your account, even if it may create an overdraft in that account. If you have another account, we may opt to deduct the fee from that account. If the fee cannot be paid, we may cancel your Electronic Bill Payer for Business service. After cancellation, your bill pay service may be reinstated by contacting Northrim Bank Customer Service, once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you on-line, send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for on-line transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by our "Rules and Regulations for Deposit Accounts."

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosures to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The bank may also provide information about your account(s) to person or companies the bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the bank routinely informs a credit bureau when accounts are closed by the bank because they were not handled properly. The bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on Business On-Line or Electronic bill Payer for Business Transactions

In case of questions or errors about on-line funds transfers through Business On-Line/Electronic Bill Payer for Business involving your account, you should contact us immediately. You have several options:

- Contact Northrim Bank by electronic mail (e-mail).
- Fax Northrim Bank at 907-261-3388.
- Telephone Northrim Bank Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska).
- Write Northrim Bank at Customer Service, P.O. Box 241489, Anchorage, AK 99524-1489, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We need the following information from you:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will not be responsible for:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation, the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Business On-Line or electronic Bill Payer for Business.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements – In addition to this Agreement you agree to be bound by and will comply with the requirements of Northrim Bank's "Rules and Regulations for Deposit Accounts" and "Electronic Banking Rules and Regulations," the rules and regulations of any funds transfer system to which the bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Northrim Bank and Open solutions, Inc., our on-line banking partner, reserve the right to terminate this Agreement and your access to Business On-Line and Electronic Bill Payer for Business, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement up one receipt. If you find that your records and ours disagree, you must immediately call Northrim Bank Customer Service at 907-261-3345 (Anchorage) or 800-478-2265 (other areas of Alaska).

Protecting Business and Personal Information – In addition to protecting your account information, you should also take precautions to protect your business and personal identification information, such as your Tax ID, driver's license, Social Security number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect business and personal information with the same level of care that you protect your account information.

VIII. Enrollment for Electronic Bill Payer for Business

Add Electronic Bill Payer for Business Do Not Add Electronic Bill Payer
Northrim checking account number to be used for bill payments and related fees: _____
Northrim routing number: 125200934

IX. Acknowledgement

By signing below, you acknowledge receipt of and agree to be bound by the terms of this Agreement.

Dated this _____ day of _____, _____

Internet Browser: For security reasons, Northrim requires using Microsoft Internet Explorer or Netscape Navigator versions that use 128-bit encryption.

Business Customer Name: _____

Business Customer Address: _____

By: _____

Name(s): _____

Title(s): _____

X. Resolution

I, the undersigned, hereby certify to Northrim Bank that I am the _____
(Title)

(unless otherwise designated, Secretary or Assistant Secretary) and designated keeper of the records and minutes of the Business Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Business Customer; and that the following is a true and correct copy of the Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), customers/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Business Customer at a meeting held on the _____ day of _____, _____, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Business Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person(s) executing the above Agreement is hereby authorized, on behalf of this Business Customer and in its name, to execute and deliver said form, and to thereby bind the Business Customer to Northrim's Business On-Line Banking and Electronic Bill Payer for Business Agreement, as amended from time to time, for the purpose of enabling representatives of this Business Customer to obtain account information, perform fund transfers between Business Customer's accounts, and/or to make payments from the Business Customer's account(s) through the use of one or more passwords.
2. Resolved, that the person name on the Enrollment sections, acting alone, is hereby authorized to act on the Business Customer's behalf in all matters relative to Business Customer's SignOn IDs and password(s), including but not limited to the right to (i) establish additional SignOn IDs and passwords on the Business Customer's behalf; (ii) terminate or cancel any/all existing SignOn IDs and passwords; (iii) change access to the Business Customer's account(s) associated with SignOn IDs and passwords; (iv) change the activity level of an account associated with any password.
3. Resolved, that the person named in the Enrollment sections, acting alone, is hereby authorized to submit on-line requests for the addition of Business Customer's accounts to on-line banking. All accounts will be reviewed and are subject to approval based upon ownership.
4. Resolved, that the foregoing Resolutions shall remain in full force and effect, and the authority herein given to the designated persons shall remain irrevocable as far as Northrim is concerned until three (3)

business days after Northrim is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by Northrim prior thereto; and

- Resolved, that this authorization supersedes any resolution, signature card or other document currently on file with Northrim that limits authority over any specific account or over the Business Customer's accounts with Northrim. This authorization shall remain in force and effect, unless Northrim is notified in writing of any change in authorization. Notice of termination or change with respect to the identity of a Company Administrator may be given by submitting a Business On-Line Addendum Enrollment Form, which must be executed by the person(s) currently authorized. To authorize a change of the person(s) executing the most current Business On-Line Addendum Enrollment Form, a Business On-Line Addendum Resolution must accompany it. Please call Customer Service, at the number(s) below, to obtain these forms.

Notice of change or termination should be addressed to:

Northrim Bank
Attn: Internet Banking
P.O. Box 241489 (3111 C Street)
Anchorage, AK 99524-1489

To make emergency changes to authorized person(s) contact:

Northrim Bank
Customer Service
907-261-3345 (Anchorage) or
800-478-2265 (other areas in Alaska)

It must be specifically described what termination or change is requested.

In Witness Whereof, and the intention of binding the Business Customer, I have hereunto subscribed my name as of the date set forth below.

Seal, if available

Secretary/Assistant Secretary, or other appropriate
authorized representative

Title: _____

Date: _____

Member FDIC

For Bank Use Only	
Financial Sales Officer: _____ or	Date: ____ / ____ / ____
Approving Officer: _____	Date: ____ / ____ / ____
EB Input By: _____	Date: ____ / ____ / ____