

In consideration of the mutual covenants herein, Amerika Samoa Bank (“Bank”) and the undersigned (the “Entity”) have agreed as follows as of the date of acceptance by Bank’s authorized representative noted below.

The Entity has requested that the Bank permit it to initiate electronic signals for paperless entries through the Bank to any account maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the “ACH”) operated by the National Automated Clearing House Association (NACHA).

The Entity agrees to comply with the operating rules of NACHA (the “Rules”) as updated annually by the NACHA. The Entity further agrees to that it will not knowingly originate ACH transactions that violate any laws of American Samoa or the United States of America. The Entity will bear liability for all Rules violations that are determined by the Bank to be due to an action by the Entity. The Entity will be responsible for reimbursing the Bank for fines assessed to the Bank due to rule violations by the Entity.

1. All provisions of this Agreement and the Rules shall apply to “on us” entries (entries which are not transmitted by the Bank to ACH because the Bank would be the receiving bank) as if such entries were processed through ACH to the Bank as the receiving bank, and the Bank and its customers shall have all rights with respect thereto as if the Bank had been only a receiving bank with respect to such entries.
2. The Bank will transmit the credit and debit entries initiated by the Entity directly or indirectly to the ACH as provided in the Rules, as in effect from time to time and this Agreement.
3. The Entity will comply with the Rules insofar as applicable. The specific duties of the Entity provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.
4. The Entity will retain the original or a copy of each authorization received by the Entity for two (2) years after termination or revocation of such authorization.
5. Each entry or file shall be delivered to the Bank according to the schedule and delivery procedure established by the Bank as set forth in detail in Enclosure 1 (the Bank’s security procedures and deadlines for input) of this Agreement. The parties shall each retain copies of each entry or file sent to the Bank or otherwise shall be able to reconstruct transaction data for a period of sixty (60) business days after the Settlement Date and will submit such copy or such reconstructed entry of file to either party upon request.
6. The Entity will provide immediately available funds to cover any credit entry initiated by it not later than the Settlement Date applicable thereto. Settlement date is the ‘value date’ as indicated in ACH file sent to the Bank from the Entity. The Entity will pay all credit entries which are: authorized by the Entity; the Entity is otherwise bound to pay under the laws of agency; are accepted by the Bank in compliance with the security procedure, even if unauthorized; or, erroneous, in the amount accepted by the Bank, whether or not issued in compliance with the security procedure.
7. The Entity will receive immediately available funds for any debit entry initiated by it on Settlement Date applicable thereto.
8. If the Entity discovers that any entry it has initiated was in error and wishes to reverse, or delete any such entry or file, it shall immediately notify the Bank of such error. The Bank will utilize its best efforts to delete the entry prior to transmittal to the ACH but will not be responsible for any failure to effect such deletion. If such notice from the Entity is received prior to 3:00 p.m. on the business day prior to Settlement Date or date of transmission, whichever is earlier, the Bank will utilize its best efforts to delete the entry on behalf of the Entity prior to transmittal to the ACH but shall not be responsible for any failure to do so. If such notice from the Entity is received thereafter, the Bank will utilize its best efforts to reverse the entry on behalf of the Entity, but shall not be responsible for any failure to do so.
9. In the event of an error by the Bank in handling any entry or file, the Entity shall immediately, upon discovery, notify the Bank by telephone of any error that the Entity desires the Bank to correct. Additionally, such oral notice shall immediately be followed by a written notice of the error to the Bank. The Entity shall examine promptly all material received by the Entity from the Bank or any other party involved in the paperless entry process and shall notify the Bank in writing within ten (10) business days of receipt by the Entity of any material showing such error.
10. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Entity to remake such entries; provided, however, that the Bank shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Bank and sufficient data is available to the Bank to permit it to remake such entries. The Entity shall retain and provide the Bank, on request, all information necessary to remake any file of entries for three days after midnight of the Settlement Date.
11. The Parties agree that the return of rejected entries shall be governed exclusively by the Rules in effect at the time the entry was transmitted by the Bank. The Bank shall promptly advise the Entity of its receipt of a returned entry, or notice of a returned entry, from a receiving depository financial institution (“RDFI”). The Entity shall, in turn, promptly notify the Bank of any such returned entry which it believes in good faith may not have been returned by the RDFI in a timely manner (“Late Returns”). All Late Returns shall be reported to the Bank and the Bank shall return the entry to the RDFI. The Entity shall reimburse the Bank for its time applied and expenses incurred in connection with the handling of Late Returns, including by way of example and not by way of limitation any time applied or expenses incurred in connection with the arbitration of issues arising from the Late Return.

12. The Entity will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Entity to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.
13. The Entity will indemnify the Bank from all loss and expenses (including reasonable attorney fees) if, with respect to any entries initiated by the Entity, the Bank incurs any loss of liability on account of breach, of any of the warranties the Bank must make as an originating Bank contained in the Rules. The Bank may debit the Entity's account in satisfaction of any and all claims for indemnity hereunder.
14. The Entity will pay to the Bank charges for services rendered to the Entity under this Agreement computed in accordance with the Bank's standard schedule of charges for such services. The Bank shall have the right to modify its schedule of charges at any time by thirty (30) days written notice to the Entity. Notwithstanding the Bank Service Fees of this Agreement, upon prior written notice to the Entity, the Bank shall be entitled to adjust the schedule of charges to the extent that such adjustment is directly attributable to a change in the fees or charges the Bank incurs from a Federal Reserve Bank or clearing house.
15. Failure of ACH or RDFI to Execute Entry Initiations: The Bank's sole responsibility under this Agreement is to make a reasonable effort to execute the Entity's entry initiations. THE ENTITY ACKNOWLEDGES THAT THE BANK WILL INCUR NO LIABILITY IN CONNECTION WITH THE FAILURE AN ACH OR RDFI TO PROPERLY EXECUTE AN ENTRY INITIATION AS ISSUED BY THE BANK.
16. The Bank makes no warranty of any kind, express or implied, to the Entity beyond those provided in this Agreement or in the Rules. Without limiting the generality of the foregoing, THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES PROVIDED HEREUNDER OR ANY OTHER WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
17. In the event the Entity incurs any loss due to error or mishandling of any entry or file, the Bank shall be liable only for its own negligence or willful misconduct, and only to the extent such liability is consistent with the Rules. The Bank shall not be liable for the acts, omissions or delays of NACHA or of any other party. In the event any liability of the Bank does arise, the amount of such liability shall be limited to the direct loss sustained by the Entity as a result of the Bank's error or omission and shall be further limited in amount to the greatest of: (a) The total amount paid by the Entity for services under this Agreement during the 12 months preceding the incident in question; or (b) Any amount actually recovered by the Bank from NACHA or any third party pursuant to the Rules of any indemnity agreement.
18. In no event shall the Bank be liable to the Entity for any special, indirect, or consequential damages or for any commercial losses or loss of profits.
19. This Agreement is terminable on ten 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 Entity prior to such termination.
20. To the extent any entry or file provided by the Entity to the Bank shall constitute or include any electronic funds transfer as defined in the Electronic Funds Transfer Act (15 U.S.C. Sec. 1639, et seq.), or Regulation "E" hereunder (Part 205, Title XII, Code of Federal Regulations), the Entity will comply with the terms of such law and regulations to the extent applicable to it and shall, in addition, take all steps the Bank shall reasonably request to assist the Bank in its compliance with such law and regulation. In the event investigation of any error with respect to a consumer account becomes necessary, the Entity shall fully cooperate with the Bank and make its records fully and completely available for such purpose.
21. To the extent any entry or file provided by the Entity to the Bank shall constitute or include an International ACH Transaction ("IAT"), the Entity acknowledges that it is subject to U.S. law, including OFAC (Office of Foreign Asset Control) enforced sanctions. The Entity shall not transmit IAT entries which violate the laws of the United States. The Entity shall not act on behalf of, or transmit funds to or from, any blocked party subject to OFAC-enforced sanctions. Penalties for non-compliance may be assessed by OFAC to the Entity up to and including civil and criminal penalties, imprisonment of the employee, fines, and forfeiture of property. IAT entries transmitted by the Entity will be reviewed by the Bank against the OFAC Specially Designated Nationals ("SDN") list. The Bank may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the SDN List, and this action may affect settlement and/or availability. The Entity acknowledges that the Bank will bear no liability for such delay. Upon initiating an IAT entry, the Entity warrants to the Bank and each RDFI, ACH Operator, Association and any Gateway Operator (as such entities are defined under the Rules) that: the Entity is in compliance with U.S. law, including, but not limited to, its obligations under programs administered by the Office of Foreign Assets Control (OFAC) and the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN); and, the origination of the IAT entry is in compliance with the laws and payment system rules of the receiving country. The Entity shall indemnify the Bank and every RDFI, ACH Operator, Association, and any Gateway Operator from and against any and all resulting claims, demands, loss, liability, or expense, including attorneys' fees and costs, resulting directly or indirectly from the breach of these warranties. The Entity assumes the risk of foreign currency conversion and allocation of gains and losses with respect to entries and returns, adjustments and corrections of errors or for duplicate entries will be determined in accordance with the Bank's standard procedures for currency conversion.
22. This Agreement and the Rules contain the entire agreement of the parties. No provision thereof may be modified except in writing, signed by the party against whom such modification is sought to be enforced. No waiver of any right by a party on one occasion shall be deemed a waiver of the same or any other right on a subsequent occasion.
23. This Agreement shall inure to the benefit and be binding upon the successors and assigns of the parties hereto.



24. This Agreement shall be interpreted under the laws of the Territory of American Samoa.

25. Until notified in writing to the contrary, notice to the Bank and the Entity shall be addressed as follows:

If to the Entity

Name

Address

Suburb

State

Postcode

If to the Bank

ANZ Amerika Samoa Bank

Fagatogo Main Office

P.O. Box 3790

Pago Pago, American Samoa 96799

Attention: ANZ Customer Service Department – CASH MANAGEMENT

26. The Bank shall be excused by the Entity for delays in performing and failures to perform this Agreement to the extent that any such delay or failure results from any cause beyond the reasonable control of the Bank, including, solely by way of example and without limitation, delays caused by the Entity; acts of God, strikes, and other labor disputes; civil disorder; catastrophes of nature, fire, explosion, natural or man-made floods or any severe weather, war; nuclear attack; embargoes; actions or inactions of governmental authorities affecting either the Bank or suppliers to the Bank. The Bank agrees to make reasonable efforts to prevent such occurrences from affecting the execution of this Agreement.

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

Entity

By

Its

Date (MM/DD/YYYY)

Amerika Samoa Bank

By

Its

Date (MM/DD/YYYY)

SECURITY PROCEDURES

1. The Entity, at its expense, shall send Entries to the Bank in accordance with one of the following security procedures. The Entity shall designate Authorized Signatories from time to time in writing. The Entity may change the designation of Authorized Signatories but such change shall not be effective until the Bank has received notice of change and has had a reasonable opportunity to act thereon. The Entity may telephone the Bank to confirm Entries prior to the cutoff time. The Entity shall immediately notify the Bank in the event there is a breach of the security procedure.
 - i) Diskettes. Authorized Signatories shall deliver diskettes containing files of Entries ("Entry Files") to the Bank by courier or by mail accompanied by a transmittal register, signed by an Authorized Signatory. The Entity's file name shall accompany Entries and test files. The Entity shall provide the Bank with scheduled delivery dates annually. The Bank shall telephone the Entity in the event delivery of Entries is made on unscheduled delivery dates.
 - ii) E-Mail Transmission. Authorized Signatories shall deliver Entry Files to the Bank by e-mail transmission. The Entity shall provide the Bank with scheduled transmission dates annually. The Bank shall telephone the Entity in the event e-mail transmission of Entries is made on unscheduled transmission dates.
 - iii) ANZ Internet Banking Transmission. Authorized Users may initiate payroll payments within the ANZ Internet Banking application for authorization by Authorized Signatories, which will then automatically generate an output (batch) file for the Bank to process.
2. The Entity shall encrypt all non-ANZ Internet Banking Entry Files for subparagraphs 1(i) and (ii) above and an Authorized Signatory shall inform the Bank by telephone of the password necessary for decryption. In addition, an Authorized Signatory shall fax to Bank a list of Entries contained in the Entry File signed by the Authorized Signatory(ies). The fax list of Entries will form the official record of the transactions and by forwarding the authorized copy, the Entity shall represent and warrant to Bank that the Entries set forth therein are correct and conform to the Entry Files contained in the diskette or e-mail transmission.
3. The Entity acknowledges that Bank has offered the Entity each type of security procedure set forth above and that the security procedure set forth in 1.i, above, offers greater protection to Entity. The Entity acknowledges that e-mail transmission is not the most secure form of communication and the Bank cannot ensure that e-mail transmissions from the Entity will not be tampered with or accessed by a third party prior to receipt by the Bank. In the event Entity issues Entries by means of 1.ii, above, the Entity affirms that it has made a determination that such security procedure is appropriate in consideration of its business and that the security procedure is commercially reasonable.

THE BATCH SUMMARY REPORT IN DUPLICATE MUST BE SIGNED BY AUTHORIZED SIGNATORIES.

4. The Direct deposit template with complete payroll details must be submitted to the Bank 1 business day prior to the "Value date" (The date when transactions are to be processed) no later than 11:00 am if template contains all ANZ accounts but 2 days in advance if template contains other bank accounts. It is mandatory to adhere to this timeframe to ensure that payments made to external banks (e.g. BOH) are effective on the required value date.

The Bank will check each diskette or storage device for virus and also check that the batch sent for processing is balanced. Should there be any problems with the diskette or the batch, the Bank will highlight the problem and return all unprocessed records for amendment.

If there are no problems, the Bank will copy the batches on diskette to the banking system and return the diskette.

Schedule is to be reviewed annually to reflect holidays, effective entry date.