

CUSTOMER FINANCE POLICY

Customer Finance Policy — Business / Commercial Accounts (Net 30)

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SUPERSEDES First issued version	APPLIES TO All Emmonak Corporation customers		

This Customer Finance Policy — Business Accounts (the "Policy") sets the terms under which Emmonak Corporation ("Emmonak," "we," "us," or "our") extends commercial credit on a Net 30 basis to business customers ("you," "Customer," or "Account Holder") at our Tank Farm, Company Store, Asset Rentals, Field Calibrations, and any other Emmonak business unit. By submitting the Business Credit Application and executing the resulting commercial credit agreement, the Customer's authorized officer agrees to all terms of this Policy on behalf of the entity. This is a commercial-credit account; the Federal Truth in Lending Act does not apply to credit extended primarily for business purposes (15 U.S.C. § 1603(1)).

1. ELIGIBILITY AND APPROVAL

Business credit is extended at Emmonak's sole discretion. Applicants must be a legally organized entity in good standing — corporation, LLC, partnership, sole proprietorship, tribal entity, or governmental body — registered to do business in the State of Alaska or in the United States. A complete Business Credit Application includes a current W-9, evidence of entity formation, the name and contact information of the responsible officer or owner, a business federal tax identification number (EIN), and at least three (3) commercial trade references. The President & CEO (or designee) approves credit limits and notifies the applicant in writing within ten (10) business days of a complete application.

2. PERSONAL GUARANTY

For Customers with less than two (2) years of operating history with Emmonak or net assets below an amount determined by the President & CEO, Emmonak may require a personal guaranty from a principal owner or officer as a condition of credit. The personal guaranty is a separate written instrument and is governed by the laws of the State of Alaska.

3. NET 30 PAYMENT TERMS

All amounts charged to a Business Account are due in full no later than thirty (30) calendar days after invoice date (the "Due Date"). Statements are issued monthly. Payment may be made by check, ACH, wire transfer, or credit card. Wire and ACH instructions are provided on the invoice and on request from accounting@emmonak.com.

4. FINANCE CHARGES ON PAST-DUE BALANCES

Any invoice unpaid after the Due Date accrues a finance charge of two percent (2.0%) per month, equal to an annual percentage rate of twenty-four percent (24.0%), calculated on the daily average past-due balance. Finance charges continue to accrue until the past-due balance is paid in full. This is a commercial contract rate to which the Customer consents in writing pursuant to Alaska Statute 45.45.010.

5. APPLICATION OF PAYMENTS

Payments received on a past-due commercial account are applied in the following order: (a) accrued finance charges; (b) oldest past-due principal balances; (c) current period balances. Payments may be applied to specific invoices only if the Customer designates the invoice in writing at the time of payment and the account is not in default.

6. SECURITY INTEREST

By using a Business Account, the Customer grants Emmonak a purchase-money security interest under the Alaska Uniform Commercial Code (AS 45.29) in all goods purchased on credit until paid for in full. Emmonak may perfect this security interest

by filing a UCC-1 Financing Statement with the Alaska Department of Natural Resources, Recorder's Office. The Customer agrees to execute any documents reasonably required to perfect or maintain Emmonak's security interest.

7. DEFAULT AND REMEDIES

The Customer is in default if any invoice remains unpaid for forty-five (45) days or more after the original Due Date, if the Customer ceases operations, becomes insolvent, makes a general assignment for the benefit of creditors, files for bankruptcy, or breaches any other term of this Policy. Upon default, Emmonak will issue a written Delinquency Notice giving the Customer ten (10) business days to pay all amounts in full. If the default is not cured within that period, Emmonak may: (a) permanently close the account; (b) report the delinquency to commercial credit reporting agencies (Dun & Bradstreet, Experian Business); (c) exercise its security interest under the Alaska UCC, including repossession, sale, and application of proceeds; (d) call any personal guaranty in full; (e) refer the account to collection or to outside counsel; and (f) recover from the Customer all reasonable attorneys' fees and collection costs as permitted by AS 09.60.010.

8. BILLING ERRORS AND DISPUTE RESOLUTION

Customer must notify Emmonak in writing of any disputed invoice within thirty (30) days of the invoice date. Send disputes to Emmonak Corporation, Attn: Accounting, P.O. Box 49, Emmonak, AK 99581 or accounting@emmonak.com. Emmonak will investigate and respond in writing within thirty (30) business days. Disputed amounts may be withheld in good faith pending resolution but undisputed amounts on the same invoice remain due on the original Due Date.

9. CONFIDENTIALITY

Each party agrees that pricing, account terms, and financial information disclosed in connection with a Business Account are confidential and may not be disclosed to third parties except (a) as required by law, (b) to the Customer's accountants, attorneys, or lenders under confidentiality, (c) by court order, or (d) in connection with collection if the account becomes delinquent.

10. CHANGES TO THIS POLICY

This Policy may be amended only by approval of Emmonak Corporation's Board of Directors. Material changes will be communicated to active commercial Account Holders in writing at least thirty (30) days before the effective date.

11. GOVERNING LAW AND VENUE

This Policy and any commercial credit agreement based on it are governed by the laws of the State of Alaska. Any dispute will be brought in the Bethel Superior Court or, if jurisdiction permits, in the United States District Court for the District of Alaska. The parties waive jury trial to the extent permitted by law.

AUTHORIZED OFFICER ACKNOWLEDGMENT

By signing below, the undersigned represents and warrants that they have authority to bind the Customer entity to this Policy, that they have read and understood it, and that the Customer agrees to all of its terms.

Signature

Date

Printed Name

Title / Authority

Entity

EIN / Tax ID

Emmonak Corporation Authorized Signatory

Date

IMPORTANT NOTICE

All business accounts are personally guaranteed by the signing officer. Past-due balances accrue finance charges. Receipt of any product or service constitutes acceptance of this Policy.

Questions about this Policy: Jason D. Wagner, President & CEO, Emmonak Corporation. (907) 949-4114 · jason@emmonak.com