

CONTINENTAL BANK

ACH ORIGATION SERVICES AGREEMENT

This ACH Origination Services Agreement (“Agreement”) is made by and between Continental Bank (“Bank”) and the Company identified below in the signature block of this Agreement (“Company”), effective as of the date executed by all parties hereto.

R E C I T A L S

A. Company desires to initiate credit entries (“Credit Entry”) and/or debit entries (“Debit Entries”) to accounts maintained at Bank and other financial institutions by means of the Automated Clearing House Network (“ACH Network”), pursuant to the terms of this Agreement, the rules of the National Automated Clearing House Association (“NACHA”), and Bank’s operating rules and procedures for electronic Entries and transactions, including their respective schedules, exhibits and appendices, all as now in effect or as amended from time to time (collectively the “Rules”); and whereas, Bank is willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to such Entries, and otherwise provide ACH services (“ACH Services”) to Company pursuant to the terms of this Agreement and the Rules.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entry” shall have the meaning provided in the Rules, and shall also include the data received from Company hereunder from which Bank processes and initiates each Entry.

C. Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Company, intending to be legally bound, do hereby agree as follows:

A G R E E M E N T

1. Agreement for ACH Services.

a. Company hereby requests that Bank provide the ACH Services described in this Agreement. By executing this Agreement and/or using the ACH Services, Company accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Bank will provide Company the ACH Services.

b. As a condition precedent to receiving ACH Services, Company agrees to execute (i) a Bank approved Deposit Account Agreement and Disclosure (collectively “Account Agreement”) governing each Account, and (ii) a Digital Services Agreement (“Digital Services Agreement”) governing Company’s digital services through the Internet, including, without limitation, Company’s transmittal of Entries via the Internet pursuant hereto, which agreements are hereby incorporated by reference and made a part hereof. No provision of ACH Services by Bank shall constitute a waiver by Bank of the foregoing requirement for execution of such agreements, and Bank may at any time without notice to Company terminate or suspend all ACH Services until delivery of such fully executed agreements.

c. Company authorizes Bank to debit and/or credit those authorized Company accounts (individually and collectively, the “Account”) identified on Schedule B from time according to the terms of this Agreement. Company authorizes Bank to process electronic funds transfers through such Account. This authorization is and shall be applicable to any new or additional accounts established by Company with Bank and approved by Bank as an Account under this Agreement. Company agrees to provide new account information to Bank at least ten (10) days prior to closing or changing any Account. This authorization shall continue in perpetuity until all obligations to Bank are fully and completely satisfied, and shall survive termination of this Agreement.

2. Underwriting and Credit Reviews.

a. Company approval for initial or continuing ACH Services may be subject to underwriting criteria established by Bank from time to time. Upon requiring the application of underwriting criteria for the provision of ACH Services to Company, Bank will communicate to Company the nature and content of such criteria and the information Company is required to provide Bank. Company agrees to provide Bank all such financial, business and operating information as Bank may reasonably request in connection with Bank’s underwriting and approval process. Bank may also require the personal guarantee of a principal or an owner of Company.

b. Company authorizes Bank to obtain credit reports regarding Company on an annual basis, or at such lesser or greater frequency as Bank may determine necessary or desirable in Bank's sole and absolute discretion. Company authorizes Bank, any credit bureau or any credit reporting agency employed by Bank, and any agents of Bank, to investigate for any purposes relating to this Agreement all references, statements, data and other information obtained from Company, its principals or third parties. Company further authorizes Bank to obtain a credit report regarding Company if Company requests any increase in transaction limits, changes in ACH Services or operational parameters, or if Company's Entries are sporadic in volume, and/or upon any other event for which Bank may deem such credit information prudent in its sole and absolute discretion.

3. Security Interest. To secure the payment and performance of Company's obligations set forth herein, Company grants to Bank a security interest in and pledges and assigns to Bank all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing any obligations of Company to Bank under this Agreement or any other obligation of Company to Bank; and (c) all proceeds and products of the foregoing property as well as any replacements, accessions, substitutions, and additions to any of the above. Company agrees to execute any additional documents evidencing the security interest granted Bank hereunder, and further agrees that Bank may, immediately upon Company execution of this Agreement, take such additional action as Bank may reasonably determine (including without limitation, filing one or more UCC financing statements and/or other security documents) in order to protect and/or perfect its security interest in such property.

4. Administrator and Persons of Authority.

a. In order to originate Entries, Company shall designate at least one Company administrator ("Administrator"). Administrator(s) shall be responsible for designating system users (individually and collectively "Users") who Company authorizes to issue Entries on its behalf. For purposes of this Agreement, the term "Users" shall also include the Administrator. Bank is entitled to rely on any User designations made by the Company's Administrator(s) and shall not be responsible for matching the names of the Company Users designated by the Administrator(s) to names or titles listed in Company's banking resolutions. Company agrees that any such online Entries shall comply with the Security Procedures attached as Schedule D, and Bank's security procedures, which procedures are subject to change without notice to Company. Although Bank is only required to act upon the instructions of the User(s), Bank may, in its sole discretion, also execute Entries initiated by any individuals authorized by Company to sign checks on the Accounts. The signature cards establishing authorized signatories for the Accounts are hereby incorporated by reference and made a part hereof.

b. Company agrees that an authorized Administrator shall be available to Bank during Company's normal business hours. Company agrees to keep Bank informed of the identity of all appointed Administrators and of any subsequent changes to such appointments.

c. Company represents and warrants to Bank that at all times during the term of this Agreement, the actions of its Administrators, officers, directors, authorized Account signers, and Administrators will be deemed to constitute the legal and binding actions by Company hereunder, and Company accepts full responsibility and liability for such acts and/or omissions of the same. Bank shall be under no duty to inquire as to the authority of any such person where such person has access to, or use or knowledge of the Security Procedure information, such as but not limited to, Security Measures such as Company's secret User ID and/or password(s).

5. Receiver Authorization Agreement. Company shall obtain an authorization ("Authorization Agreement") as required by the Rules from any person or entity whose account will be debited or credited as the result of an Entry initiated by Company. Company shall retain the Authorization Agreement in its original form while it is in effect, and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the Authorization Agreement to any affected Participating Depository Financial Institution, as defined in the Rules.

6. Company Entry Origination. Company Users shall initiate Debit and Credit Entries of those classification types approved by Bank for Company as set forth in Schedule B. Users shall transmit Entry files to Bank in computer readable format in compliance with the formatting and other requirements set forth in the NACHA file specifications, or as otherwise specified by Bank from time to time. Entries shall be transmitted to Bank no later

than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as Schedule C. Company acknowledges and agrees that its right and ability to originate Entries under this Agreement may be subject to other risk exposure and/or operational limits imposed by the Rules or by Bank from time to time. Entries received after the applicable Processing Schedule cut-off times shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in the Account or the ACH Processing Limits set forth in Schedule E to this Agreement. For the purposes of this Agreement, "Business Day" means Monday through Friday, excluding federal holidays and the "Settlement Date" (which with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with the Rules). A federal holiday calendar is attached as Schedule G. Company may not reinstate Entries except as prescribed by the Rules.

7. Third-Party Service Providers. Company may elect from time to time to use special equipment, services or software provided by a third party ("Service Provider") to assist it in processing Entry file ("Files") under this Agreement. Company agrees not to use a Service Provider to transmit Entries to Bank without first entering into Bank's Third-Party Service Provider Agreement. If Company uses a Service Provider to transmit Entries to Bank and Company and Service Provider have not entered into a Third-Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's duly authorized agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the rules and regulations and requirements ("Regulations") of any governmental agency or regulatory authority (collectively "Agency"), the Rules, and Bank's requirements, and this Agreement. Bank shall not be liable for any losses, damages or additional costs incurred by Company as a result of any error by a Service Provider or a malfunction of any equipment or software provided by Service Provider. Company is solely responsible for maintaining compliance with all requirements of Service Provider, including, without limitation, obtaining any software updates. Bank's sole responsibility shall be to transmit Bank-approved Entries to the ACH Operator, and Bank shall not have any responsibility for any File handled by Service Provider until Bank accepts and approves such File from such Service Provider for processing. If Bank authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Customer Service Provider Agreement"). All of Company's obligations and responsibilities under this Agreement will apply to Company's Service Provider, and Company's separate agreement with the Service Provider shall so provide. Upon execution thereof, and without need for further request by Bank, Company shall provide Bank with a true and exact copy of such Service Provider Agreement. Company shall designate (and hereby expressly authorizes Bank to recognize and accept) the Service Provider as a User, and such Service Provider must also enter into the Customer Service Provider Agreement before such Service Provider sends Files to Bank. Notwithstanding the foregoing, Company authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User and/or if the Service Provider has not executed the Service Provider Agreement or Customer Service Provider Agreement as required hereunder. Company hereby indemnifies and holds Bank harmless for any and all losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of a Service Provider, including fines or assessments incurred under or pursuant to the Rules, and including all attorneys' fees and costs.

8. SECURITY PROCEDURES

a. Security procedures and protocols (collectively "Security Procedures") to be utilized in connection with Bank's provision and Company's receipt of ACH Services under this Agreement are set forth in Schedule D attached hereto. Bank and Company agree to adhere to and be bound by the Security Procedures.

b. Company acknowledges and agrees that the Security Procedures, including, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with the Security Procedures (individually and collectively, the "Security Measures"), constitute commercially reasonable security procedures under applicable law for the initiation of ACH Entries and responsible method of providing security against unauthorized Entries. The Security Procedures have been agreed to by Company based upon Company's (i) operations, individualized circumstances, and security requirements as communicated to the Bank, (ii) consideration of alternative security measures; and (ii) consideration and knowledge of security procedures

generally used by similarly situated companies, industries, ODFIs and Receiving Depository Financial Institutions ("RDFIs").

c. Company authorizes Bank to follow any and all instructions, Entries, transactions and directives initiated using the Security Procedures unless and until Company has notified Bank, immediately followed by a written notification, the Security Procedures or any Security Measures has been stolen, compromised, or otherwise become known to persons other than authorized Users and until Bank has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of any transaction or communication using the Security Procedures constitutes sufficient authorization for Bank to execute such transaction or comply with such communication notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's Account, and Company agrees and intends that the submission of transaction orders, instructions and communications using the Security Procedures shall be considered the same as Company's written signature in authorizing Bank to execute such transaction and/or follow such directives. Company acknowledges and agrees that Company shall be bound by any and all Entries and directives initiated through the use of the Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Users, to the fullest extent allowed by law. Company further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or in Entries initiated by Company, and that Company bears sole responsibility for detecting and preventing such errors.

d. Company agrees to keep the Security Procedures and Security Measures protected, secure, and strictly confidential and to provide or make the same available only to Users. Company agrees to instruct each User not to disclose or provide the Security Protocol or Security Measures to any unauthorized person. Bank shall distribute Security Measures to the Administrator, and Bank shall otherwise communicate with the Administrator regarding the Security Procedures. The Administrator shall have the responsibility to distribute Security Measures to authorized Users and to ensure the proper implementation, protection and use of the Security Procedures by Users. Where Company has the ability to change or modify a Security Measures from time to time, Company agrees to change Security Measures frequently in order to ensure the continued security of the Security Measures. Company agrees to notify Bank immediately, followed by a written notification, if Company believes that the Security Procedures or any Security Measures have been stolen, compromised, or otherwise become known to persons other than Users, or if Company believes that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Company a new Security Measures or establish a new Security Protocol as soon as reasonably practicable, but Bank shall not be liable to Company or any third party for any delay in taking such actions.

e. Company agrees to notify Bank immediately, followed by a written notification, if the authority of any Administrator is changed or revoked. Company shall recover and return to Bank any Security Measures in the possession of any Users whose authority to have the Security Measures has been revoked.

f. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Measures, at any time and from time to time in Bank's sole and absolute discretion. Bank will endeavor to give Company reasonable notice of any change in Security Procedures; provided however, that Bank may make any change in Security Procedures without advance notice to Company if Bank, in its sole and absolute discretion, believes such change is necessary or desirable to protect the security of Bank's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's express agreement to the change, and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

9. Physical and Electronic Security.

a. Company is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession and Company's control. Without limiting the generality of the foregoing, Company specifically acknowledges and agrees that as part of the foregoing obligation, Company shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any other related problems that may be associated with the use of software, online system, or any

ACH origination systems. Any material downloaded or otherwise obtained is obtained at Company's sole discretion and risk, and Bank is not responsible for any damage to Company's computer or operating systems or for any loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company is solely responsible for maintaining and applying appropriate anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems or accessed through an Internet connection.

b. Company acknowledges and agrees that it is Company's responsibility to protect itself and to be vigilant against email fraud, and all other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company agrees to solely be responsible for educating Users, agents, and employees as to the risks of such fraud, and to train such persons to avoid such fraudulent schemes. Company acknowledges that Bank will never contact Company by email in order to ask for or to verify Account numbers, Security Measures, or any sensitive or confidential information. In the event Company receives an email or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company agrees that neither Company nor its Users, agents, and employees shall respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. Company agrees that Bank is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, email, or Internet fraud.

c. In the event of a breach of the Security Procedures, Company agrees, at its sole cost, to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedures. Company further agrees to provide Bank with any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third-parties. Failure of Company to fully assist Bank shall be deemed an admission by Company that the breach of the Security Procedures was caused by a person who obtained access to the transmitting facilities of Company or who obtained information facilitating the breach of the Security Procedures from Company and not from a source controlled by Bank.

d. If an Entry, request for cancellation or amendment of an Entry, or other directive received by Bank purports to have been transmitted or authorized by Company in accordance with the Security Procedures, it shall be deemed to be a valid Entry, request or directive, and Company shall be obligated to pay Bank the amount of any such Entry or cost of performance of any such Entry, request or directive in accordance therewith, even though the Entry, request or directive was not actually authorized by Company, provided that Bank accepted the Entry, request or directive in good faith and acted in compliance with the Security Procedures in respect thereto. Company hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from any breach of the Security Procedures and/or any other frauds perpetrated upon Company by its own agents or employees or by any other third party.

10. International ACH Transactions. Company shall not initiate any International ACH Transaction ("IAT") Entries without Bank's prior approval. If approved by Bank, the following provisions apply to all such IAT Entries originated by Company.

a. IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Company and Company agrees and acknowledges that Bank shall not be liable to Company for any loss or charge incurred by Company as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

b. In the event of a returned IAT Entry, consumer payments will be credited to Company at the originated U.S. dollar amount; corporate or commercial payments will be credited to Company at the exchange rate determined by Bank's processor at the time of return.

c. In the event of an error in an Entry or duplicate Entries, Company acknowledges and agrees that Company shall be liable for any and all losses caused by or directly or indirectly resulting from the error or duplicate Entry.

d. Company shall originate all ITC Entries, as that term is defined in the Rules, with an IAT SEC code and Company hereby agrees to abide by all of the Rules related to IAT Entries.

e. Company agrees that in the case of a non-Consumer Account, Company shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.

f. Company acknowledges that it has reviewed and understands the section of the Rules entitled (or otherwise dealing with) "Rules Exceptions for Outbound IAT Entries" and Company understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Company further acknowledges that Company understands and assumes full and sole responsibility for understanding how such laws, regulations and rules differ from the Rules.

g. Company hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Company's origination of an IAT Entry.

h. Company agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the Entry in any country outside the United States.

i. Company bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States.

j. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instruction received by Bank from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed.

k. IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country.

11. Bank Entry Processing and Initiation. Except as otherwise provided for in this Agreement, and if Bank elects to accept Entries:

a. Bank will act in the capacity of ODFI in respect to Company's Entries. Bank will use data, information and electronic Files provided by Company. In performing the ACH Services, Bank shall be entitled to rely solely on the Entries, information, representations, and warranties provided by Company pursuant to this Agreement, and shall have no responsibility for the accuracy or completeness thereof.

b. Bank will (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process conforming Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH Operator selected by Bank, (iv) settle such Entries in accordance with the Rules, and (v) in the case of a Credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Credit Entry on the Effective Entry Date contained in such credit Entry, provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Schedule C.

c. Bank will transmit such Entries to the ACH processor by the deposit deadline of the ACH Operator, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Company; and (iii) the ACH Operator is open for business on such Business Day. Company agrees that the ACH Operator selected by Bank shall be considered to have been selected by and designated by Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto in accordance with the Rules.

d. If any requirements of Section 11(c) are not satisfied, Bank's sole obligation shall be to use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator that is a Business Day and a day on which the ACH Operator is open for business. Bank shall have no liability for Company's failure to meet any requirements specified in Section 11(c).

12. Company Payments; Offsets.

a. Company agrees to pay for all Credit Entries issued by Company, Users, and Credit Entries otherwise made effective against Company. Company shall make payment to Bank on the date as determined by Bank in its sole discretion ("Payment Date"). Company shall pay Bank for the amount of each Debit Entry returned by a RDFI or Debit Entry dishonored by Bank. All such payments shall be made by Company to Bank in any manner specified by Bank. Company shall maintain sufficient collected funds in the Account to pay for all payments due Bank under this Agreement, including without limitation, on the Payment Date.

b. In the event the Account does not have collected funds sufficient on the Payment Date to cover the total amount of all Credit Entries to be paid on such Payment Date, Bank may take any of the following actions:

i. Refuse to process all Credit Entries, in which event Bank shall return the data relating to such Credit Entries to Company, whereupon Bank shall have no liability to Company or to any third party as a result thereof; or

ii. Process that portion of the Credit Entries as Company has sufficient available funds in the Account to cover, in whatever order Bank in its sole and absolute discretion shall elect to process, in which event Bank shall return the data relating to such Credit Entries which are not processed to Company, whereupon Bank shall have no liability to Company or any third party as a result thereof; or

iii. Process all Credit Entries. In the event Bank elects to process Credit Entries initiated by Company and Company has not maintained sufficient available funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Company shall be immediately due and payable by Company to Bank without any further demand from Bank. If Bank elects to pay the Account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

c. Company agrees that Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account or any other account maintained by any subsidiary or affiliate of Company.

d. Bank shall have the right to offset against any amounts owed to Company for all returned Entries, fees, damages, or other costs that may arise out of providing ACH Services for the Company. Such offsets may be made against settlements, reserve accounts, Company's Account and any other accounts or funds held by Bank on Company's behalf.

13. Pre-Funding. Bank reserves the right to require Company to pre-fund an Account maintained at Company prior to the Settlement Date of an ACH Entry. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 4:00 p.m. local time MST three (3) banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

14. On-Us Entries. Except as provided in Section 16 below "Entry Rejection", or in the case of an Entry received for credit to another account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 11(c) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

15. Reserves. From time to time, Bank shall evaluate Company's ACH transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. Such evaluations may occur at least annually, and may occur more frequently at Bank's sole and absolute discretion. In connection with these evaluations, Bank reserves the right to require Company to establish reserves with Bank calculated by Bank to cover Company's obligations to Bank arising from transactions under this Agreement. Reserve requirements may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank, if any, will be communicated directly to Company from time to time. Company agrees to establish reserves as required by Bank within three (3) Business Days after receipt of a communication from Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Bank may suspend

its ACH Services for Company if Company fails to establish the required amount of reserves within the time period specified by Bank.

16. Entry Rejection. Company agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Company. Bank will attempt to notify Company of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an In-House Entry, its Effective Entry Date. Notices of rejection shall be given by (i) telephone, (ii) electronic transmission, or (iii) in writing, and shall be effective when given. Bank shall have no liability to Company by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by an available credit balance in an Account or the Bank has otherwise received full payment from Company.

17. Cancellation or Amendment. Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its sole and absolute option, consider or accept a cancellation or amendment by Company. Company shall make any such request to Bank in a writing faxed, electronically transmitted, or mailed to Bank. If Bank accepts a cancellation or amendment of an Entry, Company must comply with the Security Procedures. If such a request is accepted by the Bank and received by Bank before the affected Entry has been transmitted to the ACH Operator (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Bank will use reasonable efforts to cancel or amend the Entry as requested, but Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, costs and expenses incurred by Bank as the result of its acceptance of the cancellation or amendment.

18. Reversals of Entries.

a. Upon proper and timely request by the Company, Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within three (3) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be accompanied by a Reversal/Cancellation Request form and (iv) comply with all of the Rules. In addition, if the Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Account an amount equal to that Entry or File. Company shall timely notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and shall be made no later than the Settlement Date of the reversing Entry. Bank may require Company to provide to Bank a copy of such notification to Receiver.

b. Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not effected, and Company agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, costs and expenses incurred by Bank as the result of its efforts to reverse any Entry at Company's request.

19. Error Detection; Reconciliation of Account; Notice of Discrepancy.

a. Bank has no obligation to discover and shall not be liable to Company for errors made by Company, including, but not limited to, errors made in identifying the Receiver, an intermediary or RDFI, errors in the amount of an Entry, or errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if Company discovers that any Entry it has initiated was in error, it shall timely notify Bank of such error. If such notice is received no later than two (2) hours prior to the ACH processing deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" Credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, costs and expenses incurred by Bank as result of the error or issuance of duplicate Entries.

b. Company agrees to notify the Bank promptly of any discrepancy between Company's records and the information shown on any periodic statement of Account, report, or other accounting. If Company fails to notify Bank within sixty (60) calendar days of receipt of a periodic statement containing such information, then (i) Company shall be deemed to have unconditionally approved and accepted all such Bank statements, reports and records as accurate and correct; (ii) Company shall be deemed to have unconditionally waived any and all

claims against Bank relating to any alleged discrepancy, and shall be precluded from asserting such discrepancy and any claims against the Bank related thereto, including without limitation, claims for principal and/or interest, damages, costs and attorneys' fees; (iii) Company will be solely responsible for all losses or other costs associated with any such alleged erroneous or unauthorized transfer to which a timely objection was not made; and (iv) Company shall be liable to Bank for all damages, expenses and losses incurred by Bank, including, without limitation, attorneys' fees and costs, as a result of such failure.

c. Bank may at any time make such adjustments, modifications or corrections to any statement, report, data or other records in order to accurately reflect Company's transactions, or any other affect upon the Account resulting from this Agreement. Such adjustments, modifications and corrections shall be binding upon Company upon remittance by Bank; provided however, as of the date of such remittance by Bank, Company shall have the right to submit a Notice of Discrepancy with respect to any such changes in accordance with the provisions and limitations set forth in Section 19(b) above.

20. Prohibited Transactions. Company agrees not to use or attempt to use the ACH Services (a) to engage in any illegal purpose or activity or to violate any applicable law, Rule or Regulation, (b) to breach any contract or agreement by which Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the ACH Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

21. Prenotification. Company, at its option, may send a prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization Agreement signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such Authorization Agreement within the time limits provided by the Rules.

22. Provisional Settlement. Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company acknowledges that it has received notice of that Rule and/or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

23. Returned Entries; Notice of Change.

a. Bank shall notify Company by e-mail, facsimile transmission, U.S. mail, or other means of receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with Section 6 of this Agreement, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank.

b. Company will immediately correct ACH information or discontinue ACH Entries once they fail. Bank reserves right to terminate Company's ACH Services in whole or in part if Company's remediation action is not timely, effective, and satisfactory to Bank.

c. Bank will apply returned Entries to Company's Account as they are received. Bank will create and make available to the Company a report containing detailed information about returned Entries. If Company requests that returned Entries be provided electronically, Bank may in its sole and absolute discretion elect to do so, according to the Rules and Regulations. Company is solely responsible for payment of any and all returned Entries.

d. Company agrees that Bank, in its sole and absolute discretion, has the right to establish the standards and sufficiency of authentication and acceptable rates of origination and return activity for Company, which may be modified from time to time without notice to Company. Company agrees that Bank may add or

adjust fees and/or add authentication services without notice if Company experiences origination rates or return rates outside the acceptable parameters determined by Bank, or if Bank deems the authentication process employed by Company is not adequate based upon standards determined by Bank. Company agrees to fully abide by and conform to all such standards and determinations as established and/or modified by Bank from time to time. Bank has the right to immediately suspend processing and terminate this Agreement if returns rates exceed the established threshold. If Bank determines, in its sole and absolute discretion that (i) Company exceeds a return rate outside the standard return rates for its industry as determined by Bank, (ii) Company has been or is operating in a manner that Bank believes could cause financial or legal risk, or (iii) Company ceases to do business with Bank, then Bank shall have the right at any time to place all of the provisional or final credit provided to Company for each Debit Entry originated by it in an account held by Bank for a period of two (2) years from the last Debit Entry.

e. Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two (2) Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

24. Settlement.

Funds representing collected ACH payments shall be settled to the Account on a schedule determined by Bank based upon an evaluation of the risk and credit exposure presented by Company. The settlement cycle will be communicated to Company upon notice of Account approval or Account activation. Bank reserves the right, at its sole and absolute discretion, to adjust the settlement cycle based upon account performance and actual or Bank perceived changes in estimated credit exposure. If any Entry is returned after settlement, Bank will at Bank's sole and absolute discretion, either apply the debit to the current day's settlement, or debit the Company's Account for the amount of the returned Entry, together with any applicable fees. If sufficient funds to cover returned Entries are not available in the Company's account, Company shall immediately remit payment to Bank to fully cover the amount of all returned Entries. In such event, Bank may charge Company an insufficient funds fee until such time as Company's payment of all returned Entries is received by Bank.

25. Payment for ACH Services. Company shall pay Bank the charges and fees for the ACH Services provided in connection with this Agreement, as set forth in Schedule F. All fees and services are subject to change upon thirty (30) days prior written notice from Bank. In the event Company disagrees with changes to the fee structure, Company may cancel this Agreement in writing at that time. Continued submission of Entries by Company, use or acceptance by the Company of Bank's ACH Services, or failure by Company to object to any fee changes after notice of a fee change by Bank shall be conclusive proof that Company has unconditionally accepted the new fee schedule, and further agrees to be legally bound by the same. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such ACH Services, and any fees or charges provided for in the Deposit Account Agreement and Disclosure between Bank and Company with respect to the Account. Company agrees to provide Bank all information necessary to debit Company's Account for fees due. A charge equal to the lesser of 1½% per month or the highest amount permitted by law, shall be added to the outstanding balance of any account that is thirty (30) days or more delinquent for any outstanding fees allowed by this Agreement.

26. Account Balances; Reserve Account. Bank may decide, in its sole and absolute discretion at any time during this Agreement, whether Company shall be required to maintain a minimum Account balance ("Minimum Balance"), and/or a reserve account ("Reserve Account") and the corresponding amount of such Minimum Balance and/or Reserve Account. Bank may also, in its sole and absolute discretion adjust the amount of such Minimum Balance and/or Reserve Account from time to time. Where one or more Reserve Accounts are required, Company acknowledges that any amounts held in reserve by Bank may, at the sole and absolute discretion of Bank, remain in reserve for a period of up to two (2) years following the last Debit Entry initiated by Company. Company acknowledges that Minimum Balances and Reserve Account(s) may be used by Bank to fund any and all returned Entries, and other amounts due Bank from Company under the terms of this Agreement. Company acknowledges that no amount of a Reserve Account can or will be refunded except as provided in this paragraph of the Agreement. Bank may also decide, in its sole and absolute discretion at any time during this Agreement, to implement and impose any other risk mitigation requirements, protections or

protocols which Bank may determine are necessary or desirable to minimize any risk of loss to Bank arising from Company operations or Company's use of ACH Services under this Agreement.

27. Communication Recordings. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

28. Company Representations and Warranties.

a. In addition to all other representations and warranties made by Company in this Agreement, Company represents and warrants to Bank the following, now, and again each time Company transmits any Entry, transaction, or directive pursuant to this Agreement, as follows:

i. With respect to each Entry submitted by Company: (1) each person or entity shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (2) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, and has not been revoked or terminated, nor rendered inoperative or ineffective, by operation of law; (3) Company, and its employees and agents do not have any actual or constructive knowledge of the revocation or termination of the authorization by the Receiver; (4) each Debit Entry is for a sum which, on the settlement date thereof, will be owing to the Company from the party whose account is to be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous Credit Entry; (5) Entries transmitted to Bank by Company are limited to those types of permitted Credit and Debit Entries set forth in Schedule B; (v) each Entry is accurate, complete, and timely; (6) Company shall perform its obligations under this Agreement in accordance with all Rules, Regulations, and other applicable laws, regulations, and orders, including, but not limited to: sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (7) Company will be bound by and comply with all provisions of the Rules, including without limitation, those provisions making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, (8) such Entry is in conformity with all Rules, Regulations, and Bank requirements; (9) Company has provided all written disclosures required by the Rules, Regulations and all Bank requirements to all customers of Company (and Receivers) with whom Bank performs any ACH Service for Company; and (10) Company shall ensure that any and all non-public personal information provided by Company to Bank shall be secure and will not be disclosed to any unauthorized person.

ii. Company represents and warrants that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

iii. NACHA, in its role of ensuring the safety, security, and viability of the ACH Network, has determined that certain single-use or limited-use authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an originator of such Entries, Company warrants to Bank that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E, other applicable laws or Regulations, and this Agreement. Company also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company.

iv. No action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Company, including its subsidiaries, predecessors, principals, officers or managing members, alleging any failure to comply with any Rules, Regulations, Bank, and Agency requirements except as otherwise disclosed to Bank in writing. Company has provided to Bank a copy of any and all government or Agency inquiries or complaints regarding Company or any of its subsidiaries, predecessors, principals, officers or managing members, and will during the term of this Agreement, immediately provide the same upon their receipt.

v. **Organization.** Company is, and shall at all times during the term of this Agreement be duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.

vi. Corporate Authority. Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and legally binding obligations of Company and is enforceable in accordance with its terms and conditions.

vii. Company Agreements. Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Agency, or court to which Company is subject, or any charter or other organizational document of Company, or conflict with or create any right to accelerate, terminate, modify, or cancel or require any notice under any other agreement, or other arrangement to which Company is a party or by which either is bound.

viii. Accuracy. The information, authorizations, documents, reports, financial statements, and other documentation provided by Company pursuant to and/or in connection with this Agreement are correct, accurate, and complete and do not contain any untrue or misleading statement or fact.

b. Without limiting any of its other rights under this Agreement, Bank, in its sole and absolute discretion, may immediately suspend or terminate ACH Services for Company, or terminate this Agreement, if Bank or any applicable government Agency reasonably believes that Company is violating or has previously violated any applicable Rule or Regulation, is in breach of any representations and warranties made in this Agreement, or has initiated any unauthorized Entries.

c. If Company breaches any representations and warranties made in this Agreement, or initiates any unauthorized Entries, Company acknowledges that Bank will suffer irreparable harm and the total amount of monetary damages for any injury to any or all of them will be impossible to calculate and therefore are an inadequate remedy at law. Accordingly, in such event, Bank may (i) seek temporary and permanent injunctive relief against Company, or (ii) exercise any other rights and seek any other remedies to which Bank may be entitled at law or in equity under this Agreement.

29. Financial Information and Audit.

a. Bank may from time to time request information from Company in order to evaluate a continuation of the ACH Services to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Company agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the ACH Services. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Agreement, and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s), and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the ACH Services and any associated or related operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, or if Company violates this Agreement or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the ACH Services and this Agreement according to the provisions hereof.

30. NO WARRANTY

Company acknowledges and agrees that Bank does not have control over the ACH Network or any persons or entities affiliated therewith, and does not and cannot warrant the results obtained by subscription to or use of the ACH Network by Bank or Company. **BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO PAYMENT PROCESSING THROUGH THE ACH NETWORK, AND TO THE ACH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK DOES NOT WARRANT THAT OPERATION OF, OR BANK'S AND /OR COMPANY'S ACCESS TO THE ACH NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. COMPANY**

ACKNOWLEDGES THAT ACCESS OF BANK AND/OR COMPANY TO THE ACH NETWORK IS PROVIDED "AS IS" AND "WITH ALL FAULTS." COMPANY FURTHER ACKNOWLEDGES THAT BANK BEARS NO RESPONSIBILITY FOR THE CONTENT OR FUNCTIONALITY OF THE ACH NETWORK OR OF COMPANY'S WEB SITE(S). COMPANY ACKNOWLEDGES THAT AN AUTHORIZATION FOR PAYMENT IS NEITHER A PROMISE OR GUARANTEE BY BANK THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO OR FROM COMPANY FOR AN AUTHORIZED TRANSACTION. COMPANY ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT PREVENT OR PROHIBIT A SUBSEQUENT REVERSAL OF A PREVIOUSLY AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

31. Limitation of Liability; Damages; Damage Waiver.

a. IN THE PERFORMANCE OF THE ACH SERVICES REQUIRED BY THIS AGREEMENT, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY COMPANY PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF IN ANY RESPECT. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ACH SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE ACH SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM COMPANY) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. COMPANY AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON DESCRIBED IN THIS SECTION.

b. BANK SHALL ONLY BE LIABLE FOR COMPANY'S ACTUAL DAMAGES DUE TO CLAIMS ARISING SOLELY FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL BANK BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT, HOWSOEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT, OR OTHERWISE, WHICH COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY BANK, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH COMPANY MAY ASSERT, AND NOTWITHSTANDING ANY FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THE CONSIDERATION BARGAINED FOR IN THIS AGREEMENT WAS MATERIALLY BASED UPON THE FOREGOING LIMITATION OF LIABILITY. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT.

c. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM ANY FAILURE TO ACT OR DELAY IN ACTING WHERE SUCH FAILURE OR DELAY IS CAUSED BY FIRES, EARTHQUAKES, ACTS OF GOD, CIVIL DISTURBANCES, PANDEMICS, POWER SURGES OR FAILURES, EQUIPMENT AND/OR SYSTEM FAILURE, RIOTS OR INSURRECTION, WAR OR THREAT OF WAR, EMERGENCY CONDITIONS, ACTS OF GOVERNMENTS, LABOR DISPUTES, FAILURES IN COMMUNICATION NETWORKS, INTERVENING CRIMINAL OR TORTIOUS ACTS OF THIRD PARTIES WHO ARE NOT WITHIN BANK'S CONTROL OR EMPLOY, LEGAL CONSTRAINTS, OR ANY OTHER EVENTS OR CIRCUMSTANCES BEYOND THE CONTROL OF BANK. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR ANY DELAY IN TRANSMITTING ANY ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRADAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL

RESERVE GUIDELINES, OR, WHICH IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER GOVERNMENTAL REGULATORY AUTHORITY.

d. SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

32. Inconsistency of Name, Account Number or Data. Company acknowledges that Bank relies on identifying number, data and other information provided by Company to determine the financial institution, account number, and Receiver in a transaction, even if such numbers or other information identifies a financial institution, account or Receiver different from the one identified by the Company by name. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name, account number, or by other submitted data, payment of the Entry transmitted by Bank may be made on the basis of the account number supplied by Company, even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances. Company is liable for and must settle with Bank for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number. Company agrees to indemnify and hold Bank, including its directors, officers, employees and affiliates, harmless from and against any claims, demands, suits, judgments, proceedings, losses, liabilities, costs and/or expenses suffered or incurred (including, without limitation, all attorneys' fees, costs of court and other legal expenses) in any manner arising from or relating to incorrect identification numbers, names, accounts, or other data provided by Company to Bank.

33. Regulatory Compliance. Company bears the final responsibility to ensure that Company's policies and procedures meet the requirements of the Rules, Regulations, and Bank requirements. Company is encouraged to consult legal counsel regarding such compliance whenever there is any doubt about compliance. Company acknowledges it has a copy or has access to a copy of the Rules. Company agrees to comply with and be subject to the Rules in existence at the date of this Agreement, and any amendments to the Rules made from time to time. It shall be the responsibility of Company that Company's origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It is further Company's responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at www.ustreas.gov/ofac.) Company agrees that with respect to the required performance by Bank of any action to debit or credit an account or transfer funds otherwise required by the Rules, Bank shall be excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Company agrees generally and warrants to Bank that all actions by Company contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Bank will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization or Agency which are incurred as a result of non-compliance by Company and Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of Company provided in this Agreement in no way limit the terms of this Section, including, without limitation, the requirement of complying with the Rules.

34. Tax Reporting Obligations. Company acknowledges that, pursuant to applicable provisions of Internal Revenue Code ("Code"), Bank is responsible for filing with the Internal Revenue Service ("IRS") annual information returns for all reportable payment transactions to Company for whom Bank processes transactions under this Agreement. Company will cooperate with Bank and take all reasonable steps to aid its reporting obligations and compliance with the Code, including, but not limited to, providing an accurate and verifiable tax filing name and tax identification number ("TIN") for each Account. Company further agrees that if Company fails to provide an accurate tax filing name or TIN information, the IRS notifies Bank of a discrepancy between the information provided by Company and the IRS records, or if requested by the IRS for any reason, Bank

shall be required to perform backup withholding from Company funding by deducting and withholding income tax in an amount based on the IRS withholding regulations at the time withholding is required from the gross amount of each reportable transaction pursuant to the Code. Company expressly authorizes Bank to withhold from the Account (and any and all other accounts of Company with Bank) any and all backup withholding amounts required by the Code. Company bears all liability and agrees to indemnify, defend and hold harmless Bank, its subsidiaries and affiliates, including their respective directors, officers, employees and agents, from any and all claims, demands, liabilities, losses, damages, fines, costs or other expenses (including attorneys' fees and costs) suffered or incurred arising out of, relating to or involving in any way Company's failure to provide an accurate tax filing name or TIN.

35. Records; Data Retention.

a. Company agrees to obtain and thereafter maintain all required permissions and authorizations from its customers as required by the Rules, Regulations and other applicable Bank requirements, prior to debiting or crediting its customer's accounts or originating Entries or transactions in regard thereto. Company will maintain copies of all permissions and authorizations for a period of two (2) years from the date the record was created. Company further agrees to retain all documentary evidence that proves it is compliant with all applicable Rules, Regulations and Bank and Agency requirements to the satisfaction of Bank, NACHA, FTC, any state Attorneys General, or any applicable Agency or government authority for a period of no less than three (3) years, or such longer period as required by any Rules, Regulations or Bank or Agency requirements. Company agrees to provide copies of such documents or records to Bank immediately upon written request from Bank.

b. Company shall retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank immediately upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any records, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

c. All electronic media Entries, Security Procedures, Security Measures, and other records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make such information available to Company upon Company's written request. Any expenses incurred by Bank in making such information available to Company shall be borne solely by Company.

36. Indemnity. Without limiting any other provisions of this Agreement, and in addition to any other indemnity obligations set for in this Agreement, Company covenants and agrees to indemnify, hold harmless and defend, without limitation, Bank, its subsidiaries and affiliates, and all of their respective directors, officers, employees, agents, contractors, attorneys, and representatives (collectively and individually, "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, costs and expenses suffered or incurred (including attorneys' fees and costs) resulting from, or which arise out of in any manner (i) any breach of the representations and warranties set forth in this Agreement, (ii) any act, omission of the Company or any other person acting on Company's behalf, and (iii) any other failure of Company to comply with the terms of this Agreement, the Rules, Regulations, or any applicable Bank requirements. All of Company's covenants and agreements of indemnity shall survive termination of this Agreement.

37. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the ACH Services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligation to defend or elects to pursue against a third party.

38. Term and Termination. This Agreement is effective from the date on which it has be executed by all parties hereto, and shall continue for a term of two (2) years. Thereafter, this Agreement shall be automatically renewed for consecutive one (1) year periods unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the expiration date of the current term. This Agreement may be terminated or cancelled by Bank at any time with thirty (30) days prior written notice or as otherwise provided by the terms of this Agreement. Immediately upon termination of the Agreement, whether by expiration or otherwise, Bank's obligation to provide ACH Services under the Agreement shall cease, and any unpaid amounts due and owing by Company shall become immediately due and payable. Payment for any ACH Services rendered or any other

obligation or liability owing at the time of termination shall not be affected by termination of this Agreement. At the time of termination Bank may place all funds due to be settled into a reserve account and be released in accordance with the reserve provisions of this Agreement. Bank may also immediately terminate or cancel this Agreement and/or suspend all processing of originations, without advance notice, (i) upon the request of any applicable governmental or regulatory Agency for any reason, (ii) if Bank reasonably believes that Company is violating or has previously violated any Rules, Regulations, or Bank or Agency requirements, or (iii) if Bank is unable to process transactions for Company for any reason out of Bank's control and/or Bank no longer has the ability to process transactions for Company.

39. Agreement Modifications; Amendments. Bank may amend this Agreement from time to time upon written notice to Company. In the event that performance of ACH Service under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which Bank is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, Bank may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. Bank shall have no liability to Company as a result of any such violation, amendment or termination. No course of dealing between Bank and Company will constitute a modification of this Agreement, the Rules, or the Security Procedures, or constitute an agreement between Bank and Company regardless of whatever practices and procedures Bank and Company may use or employ.

40. Notices and Instructions.

a. Except as otherwise provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

b. Bank shall be entitled to rely on any written notice, instruction, or other written communication believed by Bank in good faith to be genuine and to have been signed by an authorized representative of Company, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by Bank.

c. Any notice or other communication required or permitted by this Agreement shall be in writing and may be given by personal delivery, overnight delivery service or certified mail. Notice may also be given by facsimile or e-mail if followed up by a writing given by personal delivery, overnight delivery service or certified mail. Notice shall be deemed given upon personal or electronic delivery thereof, on the day after such notice is deposited with an overnight delivery service, or upon receipt of delivery of such notice by certified mail. Notices to Company shall be addressed to Company at the address on the books of Bank. All notices to Bank shall be addressed to:

Continental Bank
15 West South Temple, Suite 300
Salt Lake City, UT 84101
Attn: Deposit Operations

unless another address is substituted by notice delivered or sent as provided herein. Failure or refusal of a party to accept receipt of a notice or other communication hereunder shall in no matter invalidate the notice.

41. MISCELLANEOUS

a. Survival. In addition to any other survival requirements stated elsewhere in this Agreement, the representations and warranties made by Company in this Agreement, and all of Company's indemnity, payment, reimbursement and confidentiality obligations, Bank's rights to obtain payment due and owing hereunder from any Account or other accounts or reserves, and all notice obligations of Company relating to any event, circumstance or condition occurring during the term of this Agreement, shall survive termination of this Agreement and the termination of ACH Services provided by Bank.

b. Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, only that provision shall be severed from this Agreement and the remaining provisions shall continue in full force, provided that each party preserves the substantial benefits of the bargain contemplated in this Agreement.

c. Headings; Interpretation. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement, UCC, the Account Agreement, and/or Digital Services Agreement, the terms of this Agreement shall govern.

d. Waiver. Waiver of any breach or benefit of any provision of this Agreement must be in writing to be effective. The waiver by any party hereto of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by such party of compliance by the other party hereto with any of the covenants or other obligations contained herein. A failure by any party to insist upon strict compliance with any term of this Agreement, enforce any right, or seek any remedy upon any default of another party shall not affect, or constitute a waiver of, such party's right to insist upon such strict compliance, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default.

e. Assignment. This Agreement is binding upon and shall inure to the benefit of the legal successors and permitted assigns of both parties. Company will not have the right or the power to assign any of Company's rights or delegate the performance of any of Company's obligations under this Agreement without the prior written consent of Bank, including, without limitation, in the case of a merger. Bank has the right to assign all of its rights, duties and obligations under this Agreement without the need to obtain any consent from Company.

f. No Partnership or Agency. No agency, partnership, joint venture or employment relationship is created between Company and Bank by way of this Agreement. In performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this Agreement will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party shall have authority to bind, nor shall attempt to bind the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

g. Governing Law; Attorneys' Fees. This Agreement and all claims related to, arising out of or involving this Agreement or Company's business activities pursuant hereto are governed by, and shall be construed under, the laws of the State of New York without regard for the principles and conflicts of law. In the event either party to this Agreement, any third-party beneficiary or Guarantor commences legal action with respect to claims related to, arising out of or involving this Agreement or Company's business activities, they (i) agree that any such action shall be commenced only in a court of competent jurisdiction in the state or federal courts situated in the State of New York; (ii) consent to exclusive personal jurisdiction and venue in such courts; and (iii) waive any defense of lack of personal jurisdiction or venue in any such proceeding. The prevailing party in any claim or action described in this paragraph shall be entitled to an award of its reasonable attorneys' fees and costs.

h. Execution In Counterpart; Copies. The parties agree that this Agreement, including all schedules, exhibits and addenda hereto, may be executed or accepted using electronic, stamped, or facsimile signatures, and that such signatures shall be legally binding to the same extent as a written signature by a party's authorized representative. Each party hereby waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same force and effect as a signed writing. Facsimile and photocopies of this Agreement shall be considered originals for all purposes, including, but not limited to, any court or arbitration proceedings. Company acknowledges that it may not receive a countersigned Agreement, exhibits or addendums from Bank unless such countersigned Agreement is separately requested by Company in writing. All terms and conditions in this Agreement are deemed accepted by Company upon Bank's receipt of the Agreement executed by Company.

i. Binding Contract. This Agreement, which includes ACH Processing Application and all such Terms and Conditions relating thereto, shall be binding on Bank only upon execution by an authorized representative of Company. Submission of ACH Entries, transactions or directives by Company in addition to Company's signature on the ACH Processing Application shall constitute acceptance of this Agreement in full by Company.

j. Entire Agreement. This Agreement (including the schedules, exhibits, and addenda hereto) together with the Account Agreement and Digital Services Agreement are the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the parties with respect to such subject matter. All schedules, exhibits and appendices referenced herein are expressly incorporated herein by this reference.

SCHEDULE A

COMPANY INFORMATION AND AUTHORIZED COMPANY ACCOUNTS

Primary ACH Contact Name: _____

Primary ACH Contact Title: _____

Primary ACH Contact Email: _____

Primary ACH Contact Number: _____

Secondary ACH Contact Name: _____

Secondary ACH Contact Title: _____

Secondary ACH Contact Email: _____

Secondary ACH Contact Number: _____

Authorized ACH Account: _____

Authorized ACH Account Number: _____

Authorized ACH Account: _____

Authorized ACH Account Number: _____

SCHEDULE B

CUSTOMER SELECTED STANDARD ENTRY CLASS CODE

As used in the Agreement, the following are ACH Standard Entry Class Codes (SEC)* approved for use by Company (check all that apply), subject to any specific restrictions on the types of ACH transactions that may be originated, which are identified by Bank below:

- ARC - Accounts Receivable Entry** - An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to NACHA Rules regarding items eligible for check conversion).
- BOC – Back Office Conversion** – During back office processing, an ACH debit is created from a check received at the point of check being tendered or received at a “manned” bill payment location for in-person payments. (Refer to NACHA Rules regarding items eligible for check conversion).
- CCD – Corporate Credit or Debit** – Either a credit or debit where funds are either distributed or consolidated between corporate entities. May have one addenda record attached (CCD+)
- CTX - Corporate Trade Exchange** –The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records. (up to 9,999 addenda records).
- IAT – International ACH Transaction** – A debit or credit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction of the United States. (Refer to NACHA Rules for further definitional details)
- POP - Point-of-Purchase** - ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers (check conversion). (Refer to NACHA Rules regarding items eligible for check conversion).
- PPD - Prearranged Payment and Deposit**
Direct Deposit - The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
Direct Payment - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount – insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- RCK - Re-presented Check** - An ACH debit application used by originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds. (Refer to NACHA Rules regarding items eligible for check conversion).
- TEL - Telephone-Initiated Entry** – This is used for the origination of a debit transaction to a consumer’s account pursuant to an oral authorization obtained from the consumer via the telephone. (Single or Recurring Entry)
- WEB - Internet-Initiated Entry** - Consumer debits authorized via the Internet or mobile device; or a person-to-person (P2P) credit regardless of initiation method (Single or Recurring Entry).

*The above SEC Codes are the most commonly used and not an all-inclusive list.

SCHEDULE C

BANK ACH ENTRY PROCESSING SCHEDULE

Delivery of ACH Files:

Internet Transmissions:

Company may electronically transmit files to the Bank via Internet Banking System.

Format and Content of Entries:

All files must be submitted in NACHA format. Company should refer to Appendix Two in the NACHA Rulebook for specific formatting details.

Timing of Company Deliveries:

Processing Deadline for:

Credit Entries

- Transmission of a File – until 4:00 p.m. Mountain Time (Standard or Daylight, as applicable) two (2) Business Days prior to Effective Entry Date¹

Debit Entries

- Transmission of a File – until 4:00 p.m. Mountain Time (Standard or Daylight, as applicable) one (1) business day prior to Effective Entry Date¹

Same Day ACH Credit Entries Only (Effective September 23, 2016)²

- Transmission of a File - until 4:00 p.m. Mountain Time (Standard or Daylight, as applicable) on or after the Effective Entry Date.

Same Day ACH Debit Entries²

- Transmission of a File - until 4:00 p.m. Mountain Time (Standard or Daylight, as applicable) on or after the Effective Entry Date.

¹ "Effective Entry Date" must be a Business Day or the file will be processed on the first Business Day following the Effective Date.

² Credit or Debit Entries with an Effective Entry Date of the date of or a date prior to the date of the transmission of the File shall be considered to be a Same Day ACH Entry and shall be subject to the Same Day ACH fee. IAT and Entries above \$25,000 are not eligible for Same Day ACH processing.

SCHEDULE D
SECURITY PROCEDURES

Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized Entries and transactions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, Security Measures, and related instructions provided by Bank. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

Data Security:

Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Company's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

- **Encryption** is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH Network using commercially reasonable procedures and must be transmitted using security technology as provided in the Rules.
- **Authentication** is a process of ensuring that files and data content have not been altered between the originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity.

Company understands and agrees that the authenticity of any ACH File or Entry transmitted to the Bank will be verified pursuant to the following security procedures:

Bank Security Procedures:

<u>No.</u>	<u>Description</u>
1.	Dual Control
2.	Facsimile Verification
3.	Dedicated Computer
4.	Payment Activity Review
4.	Security Tokens, Passwords and/or Codes
5.	E-Mail Verification
6.	Processing Calendar
7.	Malware Protection Software
8.	Other: _____

REJECTED [____]

Company may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Company's own Security Procedures by initialing its rejection in this box. If Company rejects Bank's Security Procedures, Company hereby acknowledges that Bank first offered to Company a "commercially reasonable Security Procedure." Bank may, at its option, refuse to accept Company's Security Procedures, in which case, Bank shall refuse to accept Entries initiated by Company.

COMPANY SELECTED SECURITY PROCEDURE

This election, if the Rejection box on Bank Security Procedures is initialed by Company, constitutes a part of the Agreement in effect between Company and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the ACH Origination Services Agreement between Company and Bank. Company acknowledges that Bank has offered to Company Security Procedures to verify the authenticity of ACH Entries, which Procedures Company agrees are reasonable in the context of Company's operation, requirements and internal procedures. Company acknowledges that Bank has offered this Service and Company has elected to send ACH Entries to Bank using Company's own selected Security Procedures. Company acknowledges and understands that selecting Security Procedures other than Bank's Security Procedures ___ through ___ listed above may substantially increase the risk of loss to Company. **COMPANY HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR TRANSMISSION OF ACH ENTRIES TO BANK.** By rejecting any of the Security Procedures listed above, Company is refusing Bank's Security Procedures and requests Bank to follow Company's selected Security Procedure.

Company may not reject the Security Procedures number ____, [DESCRIPTION] and number ____, [DESCRIPTION].

COMPANY HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN COMPANY'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH COMPANY'S SELECTED SECURITY PROCEDURES BELOW. By checking the box(s) below, Company rejects the indicated Security Procedure:

No.	Description	Accepted by Company	Rejected By Company
1.	Dual Control	_____	_____
2.	Facsimile Verification	_____	_____
3.	Dedicated Computer	_____	_____
4.	Payment Activity Review	_____	_____
4.	Security Tokens, Passwords, Codes	_____	_____
5.	E-Mail Verification	_____	_____
6.	Processing Calendar	_____	_____
7.	Malware Protection Software	_____	_____
8.	Other:	_____	_____

COMPANY

By: _____
(signature)

Typed or Printed:

Name: _____

Title: _____

Date: _____

SCHEDULE E
PROCESSING LIMITS

Transaction Limit

Maximum Amount of Any ACH Transaction **\$ 20,000**

Per File Limits

Per File Limit for ACH Debit Transactions \$ _____

Per File Limit for ACH Credit Transactions \$ _____

Total Aggregate Exposure Limits

Total Aggregate ACH Debit Limit \$ _____

(The maximum amount of ACH files that can be originated over a _____ day period.)

Total Aggregate ACH Credit Limit \$ 20,000

(The maximum amount of ACH files that can be originated over a 1-day period.)

SCHEDULE F
ACH SERVICES FEES

Fee Schedule: Company authorizes Bank to debit any of the following fees from Company's Account from time to time as appropriate:

Initial ACH Setup Fee	N/A
Transmittal Fee	\$_____ per file
Transaction Item	\$_____ per credit item (Excluding Same Day ACH credit item)
	\$_____ per debit item (Excluding Same Day ACH debit item)
	\$_____ per Same Day ACH credit item
	\$_____ per Same Day ACH debit item
Return/NOC	\$_____ per item
Unauthorized Entry	\$_____ per item
ACH Service Fee	\$_____ per month
Deletions or Reversals	\$_____ per occurrence or per file or per item
Special Handling Fee	\$_____/hr. minimum 1 hour
Corporate Rules Book	\$_____ per rules book

SCHEDULE G

HOLIDAY CALENDAR

Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. Bank will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

SCHEDULE H
ACH FILE TRANSMITTAL FORM

To be completed and returned with each file of ACH transactions to be processed.

Company Name:	Company ID #:	Application:
File Name or #:	Tape/Diskette #:	Processing Date:
Debit Item Count:	Debit \$ Amount:	File Total:
Credit Item Count:	Credit \$ Amount:	Total # Items:
Date Released:	Intended Settlement Date:	Authorized Signature:

Received By:

 Authorized Signature

 Date

 Time

SCHEDULE I

PRINCIPAL/OWNER GUARANTY

The undersigned hereby guarantees the prompt payment and performance of all amounts, fees, and obligations of _____ (“Company”) due and owing to CONTINENTAL BANK (“Bank”) arising under or in connection with that certain ACH Origination Services Agreement (“Agreement”), dated of even date herewith between Company and Bank. This Guaranty is intended to cover all obligations of Company under the Agreement, including, but not limited to, (a) the payment of fees and amounts arising under the Agreement or in connection with any deposit account maintained by Company with Bank, (b) the compliance by Bank with all laws, regulations and rules related to Company’s origination and processing of ACH Entries under the Agreement, (c) Company’s obligations with respect to Reserves and the return of ACH Entries under the Agreement, and (d) the accuracy and performance of Company’s representations and warranties under the Agreement.

In order to secure the payment and performance of this Guaranty, the undersigned hereby grants to Bank a security interest in and to all deposit accounts owned by the undersigned and maintained at Bank.

The undersigned hereby agrees and acknowledges that this Guaranty is a guarantee of performance and not of collection, and that Bank may, upon default or violation by Company of any terms of the Agreement, proceed directly against the undersigned for satisfaction and performance of the obligations of Company under the Agreement without first proceeding against Company.

Executed this ____ day of _____, 20__.

Signature of Principal/Owner

Signature of Principal/Owner

Signature of Principal/Owner

Signature of Principal/Owner

Signature of Principal/Owner

Signature of Principal/Owner

Signature of Principal/Owner

SCHEDULE J

SAMPLE ACH AUTHORIZATION AGREEMENTS

**Authorization for Direct Payment via ACH
(ACH Debits)**

Direct Payment via ACH is the transfer of funds from an account for the purpose of making a payment.

I (we) authorize, _____ (“COMPANY”) to electronically debit my (our) account and, if necessary, electronically credit my (our) account to correct erroneous debits as follows:

Checking Account / Savings Account (select one) at the depository financial institution (“DEPOSITORY”) named below.

Depository Name: _____

Routing Number: _____

Account Number: _____

Amount of debit(s) or method of determining amount of debit(s) [or specify range of acceptable dollar:

Dollar Amounts authorized: _____

Date(s) and/or frequency of debit(s): _____

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY in writing that I (we) wish to revoke this authorization. I (we) understand that COMPANY requires at least 30 days prior notice in order to cancel this authorization.

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE J (CONTINUED)

SAMPLE ACH AUTHORIZATION AGREEMENTS

**Authorization for Direct Deposit via ACH
(ACH Credits)**

Direct Deposit via ACH is the deposit of funds to an account for payroll, employee expense reimbursement, government benefits, tax and other refunds, and annuities and interest payments.

Check all that apply: Begin Deposit Change Information Split Among Multiple Accounts

I have provided information for each of my accounts below.

I (we) authorize, _____ (“COMPANY”) to electronically credit my (our) account and, if necessary, electronically credit my (our) account to correct erroneous credits. I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Account #1

Checking Account/ Savings Account (select one) at the depository financial institution (“DEPOSITORY”) named below.

Depository Name: _____

Routing Number: _____

Account Number: _____

Name(s) on the Account: _____

Amount of credit (i.e., flat amount or percentage): _____

Date(s) and/or frequency of credit(s): _____

Account #2

Checking Account/ Savings Account (select one) at the depository financial institution (“DEPOSITORY”) named below.

Depository Name: _____

Routing Number: _____

Account Number: _____

Name(s) on the Account: _____

Amount of credit (i.e., flat amount or percentage): _____

Date(s) and/or frequency of credit(s): _____

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY in writing that I (we) wish to revoke this authorization. I (we) understand that COMPANY requires at least 30 days prior notice in order to cancel this authorization.

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____