

# ACH PROCESSING AGREEMENT

## Terms and Conditions

This **ACH Processing Agreement** ("ACH Agreement") is made by and between **iStream Financial Services, Inc.**, located at 13555 Bishop's Court, Suite 102, Brookfield, WI 53005 ("iStream"), and the **legal entity, partnership or sole proprietorship identified in the associated ACH Processing Application** ("Application") and having its principal office at the address specified in the Application submitted or completed on this website or portal ("Company", whether alone or in combination with a Related Entity as defined in Section 2.). The "Effective Date" of this ACH Agreement is the date the Application was submitted by Company. iStream and Company are each individually a "Party" and are collectively, "Parties".

Whereas Company and any Related Entities (as applicable) desire to receive, and iStream desires to provide, certain ACH Services (see Section 1) under the terms of this ACH Agreement through the WEB-based or other payment portals supplied to Company by **Payload, LLC**, ("Payload"). Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, iStream and Company, intending to be legally bound, do hereby agree as follows:

- 1. Definitions; Company Acknowledgments and Acceptance.** A. Definitions. Capitalized terms shall have the meaning ascribed to those terms herein, or in the ACH Rules (see Section 28) if not otherwise defined herein, and in the event of a conflict, priority of definitional applicability shall be (i) first, this ACH Agreement and (ii) second, the ACH Rules. Certain of the defined terms under this ACH Agreement are as follows: "**ACH File(s)**" means Payment Information originated by Company or its customers and sent to iStream for creation of an ACH File and subsequent distribution to Bank for clearing and settlement; "**ACH Services**" means the ACH processing services provided hereunder by iStream in conjunction and accordance with the ACH Rules for ACH processing; "**Bank**" means a third party financial institution functioning in part as the clearing and/or settlement agent to clear and settle Company's ACH Files hereunder for iStream; "**Entry**" or "**Entries**" means individual Payment Information and/or ACH Files, as the case may be, submitted by Company or its customers to iStream for processing, clearing and settlement; and "**Payment Information**" means payment-related data entered into the iStream Deposit® system by Company or its customers so that iStream can create ACH Files from such information.  
B. Acknowledgments and Acceptance. Company acknowledges and agrees that: (i) Bank will be performing some services hereunder on behalf of iStream; (ii) the Laws and Rules (see Section 28) apply to ACH Services under this ACH Agreement; (iii) it will comply with and be bound by the Laws and Rules applicable to the type(s) of Entries that it transmits to iStream for processing; (iv) no Entries will be initiated that violate the Laws and Rules; and, (v) by acknowledging or indicating acceptance of the Application, Company is bound by the terms of this ACH Agreement as of the Effective Date **under the condition that**, Company subsequently is assigned a processing identification number by iStream. **If this condition is not fulfilled, this Agreement shall have no force or effect on Company or iStream.** Company agrees that receipt of such number from iStream shall indicate for all purposes that iStream and Company agree to be bound by the terms of this ACH Agreement as of the Effective Date, without the need for their respective signatures on this ACH Agreement.
- 2. Related Entities; Authorizations.** Company acknowledges that it is entering into this ACH Agreement so that it, and as applicable any of its affiliates, subsidiaries and/or divisions or customers as authorized by iStream ("Related Entities"), through Company, can also receive ACH Services hereunder, in part which may be connected with Payment Information provided by their customers. Accordingly, if any Related Entities process Entries under this ACH Agreement, Company agrees that: (i) all references herein to Company shall mean Company and those Related Entities (if any) connected with the submission of Entries (including by their customers) and who are thus receiving ACH Services, (ii) it will inform any Related Entities of the requirements obligations and agreements herein applicable to the receipt of ACH Services, and (iii) it will be liable in all respects for matters relating to the ACH Services received by Company hereunder. Company shall obtain from Related Entities and any customers all consents and authorizations required under the ACH Rules in order for ACH Services to be provided, and shall provide any copies to iStream as requested or required. Such authorizations and consents shall be retained for not less than 2 years after they expire, unless otherwise required by the ACH Rules.
- 3. Authorized Representative.** As a condition to iStream's obligation hereunder, (i) Company shall designate one or more individuals (each a "Signatory") who shall be authorized on behalf of Company to execute and deliver to iStream any required documents in conjunction with this ACH Agreement, (ii) unless iStream receives written notification from Company to the contrary, one such Signatory shall be the individual who signed, acknowledged or accepted the Application, and, (iii) each Signatory is validly authorized with the authorities and representations to iStream as specified in Exhibit 1, and (iv) the Signatory shall be responsible for designating in writing one or more "ACH Representative(s)" as individuals authorized to initiate Entries. Designation of ACH Representative(s) may be altered or revoked from time to time upon written notice to iStream from any Signatory, provided that iStream may, in its sole discretion, act upon verbal notice of revocation which iStream reasonably believes to be from any Signatory, which revocation shall later be confirmed in writing by a Signatory (including completion of any iStream-required forms). Addition or revocation of an ACH Representative shall be effective upon iStream's actual enabling or disabling of the ACH Representative in conjunction with such notice and forms from Company. Although iStream is only required to act upon the instructions of an ACH Representative, iStream may, in its sole discretion, execute Entries initiated by any individuals authorized by Company to sign checks on Company's accounts. Any signature cards or other documents establishing authorized signatories for Company deposit accounts are hereby incorporated by reference and made a part hereof.
- 4. Transmittal of Entries; Same Day ACH Processing; Prohibited Transactions.** A. Entry Transmittal. Company, an ACH Representative or a Third Party (defined in Section 7) may initiate Entries to iStream hereunder on behalf of Company. Notwithstanding anything to the contrary herein, iStream shall be entitled to deem any person having knowledge of any Security Procedure (defined in Section 5), including any Third Party, to be an ACH Representative. The Signatory or an ACH Representative shall transmit Entries to iStream in the format specified in Exhibit 2 to the locations(s) specified by iStream and in compliance with the formatting and other requirements set forth in file specifications under the ACH Rules, as applicable. Company shall attempt to use dual controls when transmitting Entries so that there is separation of duties between the ACH Representatives who prepare and send Entries to iStream. Company may not reinitiate Entries except as prescribed by the ACH Rules and authorized by iStream.  
B. Same Day ACH Processing. As defined in the ACH Rules, Same Day ACH processing is not authorized for Company's Entries or ACH Files under this ACH Agreement. Same Day ACH processing shall only be authorized, if ever, with (i) the prior express written consent of both iStream and Bank, and (ii) Company's execution of a Same Day ACH addendum to this ACH Agreement containing the additional terms, conditions and charges applicable to Company for Same Day ACH processing.  
C. Prohibited Transactions. Company agrees not to use or attempt to use the ACH Services to: (i) engage in any illegal purpose or activity or to violate any applicable Laws or Rules, (ii) engage in any internet or online gambling transaction (whether or not legal in its jurisdiction), or (iii) engage in any transaction or business activity that is not disclosed to, and authorized in writing by, iStream, or which is not specifically authorized and permitted by this ACH Agreement. In no event shall Company initiate any Entries or other transactions that violate any Laws or Rules. The Parties acknowledge and agree that neither iStream nor Bank have any obligation to monitor Company's use of the ACH Services for transactions and activity that is impermissible or prohibited; provided, however, that iStream and Bank reserve the right to decline to execute any transaction or activity that is believed to violate the terms of this ACH Agreement. Company shall be liable for the full amount of any fines, penalties or other liabilities assessed against iStream or Bank for any Laws or Rules violation that is due to the acts or omissions of Company or any Third Party and which is in any way related to ACH Services or this ACH Agreement. Additional terms applicable to the transmittal and processing of Entries and related data are provided in Exhibit 2 and the ACH Rules.

**5. Security Procedures.** Company and iStream shall comply with the Security Procedures provided in Exhibit 2 and any other written security procedures required by iStream for Entries and related data transmitted by Company to iStream ("Security Procedures"). Company acknowledges that (i) the Security Procedures are designed to verify the authenticity of the Entry-related payment order, or the cancellation or amendment thereof, and (ii) they are not designed or intended to detect errors in the transmission of such data or its content. Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Company represents and 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, access codes, security devices and related instructions provided by iStream. If Company believes or suspects that any such information or instructions have been or may have been compromised, known or accessed by any unauthorized person, Company agrees to notify iStream immediately, followed by written confirmation. The occurrence of unauthorized access will not affect the transmission of any Entries made in good faith by iStream prior to receipt of such written notification and within a reasonable time period thereafter for iStream to prevent unauthorized transfers. Company agrees to defend all claims and indemnify and hold iStream and Bank harmless from and against any loss, damages, or expenses, including but not limited to attorney's fees, caused by the failure of Company's employees or agents to keep the Security Procedures confidential and secure.

**6. Processing and Settlement By iStream; IAT; Credit and Exposure Limits.** A. Processing and Settlement. Except as otherwise provided in this ACH Agreement, if iStream elects to accept an Entry for processing, it shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries to the clearing agent selected by iStream, (iii) settle for such Entries as provided herein or in the Rules, and (iv) if applicable, in the case of a credit Entry received for credit to an account with iStream's designated ODFI ("On-Us Entry"), iStream shall attempt to credit the Receiver's account in the amount of such credit Entry on the date contained in such credit Entry provided such credit Entry is received by iStream at the time and in the form prescribed by iStream in Section 4 and Exhibit 2.

B. International ACH Transactions ("IAT"). Company shall not initiate any IAT Entries without iStream's prior written approval. If approved, IAT Entries shall strictly comply with the IAT requirements provided in the ACH Rules.

C. Credit/Exposure Limits. iStream reserves the right to establish a limit on the (a) dollar amount of Entries transmitted by Company, and (b) total dollar amount of Entries that may be transmitted by Company on any one day. iStream or the Bank may, in their sole discretion, reject any Entry or file that exceeds such established limits. Further, iStream and/or the Bank reserve the right to establish exposure limits for Company, monitor Entries initiated by Company relative to such exposure limits across multiple settlement dates, and may, in their sole discretion, reject any Entry or file that exceeds any such established exposure limits. Company will be notified in writing of any credit or exposure limits that may be established under this ACH Agreement following the underwriting process and any subsequent risk reviews if they differ from the limits that Company specified on its application for ACH Services.

**7. Third Parties; Third Party Senders.** A. Third Parties. A third party servicer or vendor may be providing services, special equipment, software or other functions to assist Company in preparing or submitting Entries, or performing any other Entry-related functions pre- or post-settlement, hereunder ("Third Party"). Company (i) agrees any Third Party that it retains is acting as Company's authorized agent in performing or providing any such services or functions, and (ii) agrees to assume full responsibility and liability for any failure of any such Third Party to properly perform or comply with the Laws, Rules, Security Procedures, or this ACH Agreement. Company, and not iStream, shall be liable for any losses or additional costs incurred by either Party as a result of any error, action or inaction by a Third Party or a malfunction of equipment provided by a Third Party.

B. Third Party Senders. Where Company or a Third Party is a Third Party Sender under the ACH Rules, Company shall ensure that (i) iStream is provided with any information requested by iStream to identify each Originator for whom Entries are transmitted within 2 banking days of iStream's request, and (ii) an agreement is established between the Third Party Sender and the Originator that specifies the Originator's responsibilities and obligations with respect to Entries and ACH processing. If Company is a Third Party Sender, it shall notify iStream of this fact and enter into and comply with the terms of iStream's Third Party Sender addendum in order to transmit Entries hereunder.

**8. Permitted Entries; Retention of Entry Data.** As of the Effective Date of this ACH Agreement, Company is authorized to submit those types of Entries specified in its application for ACH Services. If other types of Entries are later mutually agreed to be processed, iStream and Company may need to execute a separate form of authorization if required by iStream or the ACH Rules. Company shall retain data on file sufficient to permit remaking of Entries for 14 days following transmittal of such data to iStream (unless a longer period is required by Bank) and shall provide such data to iStream upon request. Notwithstanding the foregoing, retention of any consents and authorizations shall be as required by Section 2 and the Laws and Rules.

**9. Acceptance of Entries.** Company agrees that iStream and Bank have no obligation to accept any Entry and may at their option reject any Entry issued by Company. iStream will notify Company of the rejection of an Entry at its option. iStream 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 Entry is fully covered by a withdrawable credit balance in the Designated Account or any reserve account of Company, or, iStream has otherwise received full payment from Company.

**10. Entry Cancellation or Amendment.** Company shall have no right to cancel or amend any Entry after its receipt by iStream. However, as permitted by the ACH Rules, iStream may, at its option, accept a cancellation or amendment by Company and in such event, Company must request the cancellation or amendment in accordance with the Security Procedures in Exhibit 2 and iStream shall use reasonable efforts to act on the request by Company for cancellation of an Entry prior to transmitting it to the clearing agent or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but iStream shall have no liability if such cancellation is not effected.

**11. Error Detection.** iStream has no obligation to discover and shall not be liable to Company for errors made by Company or a Third Party, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI, or for errors in the amount of an Entry. iStream shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company or a Third Party.

**12. Provisional Credit.** Company shall be bound by and comply with the ACH Rules as in effect from time to time, including without limitation the provisions 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 specifically acknowledges having notice of such Rule and the fact that all credits posted to any Designated or Reserve Account pursuant to the ACH Services are provisional until Bank receives final settlement for the funds according to the rules and regulations of the payment system or third party provider by which such funds have been transmitted into such account(s). Company acknowledges and agrees that if Bank does not receive such final settlement, then Bank is entitled to a refund of the amount provisionally credited to the respective Company account.

**13. Inconsistency of Name and Account.** Company agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by iStream to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us Entry) on the basis of the account number supplied by Company, even if it identifies a person different from the named Receiver, and Company's obligation to pay the amount of the Entry to iStream is not excused in such circumstances.

**14. Notice of Returned Entries and Fees; Reversals; Adjustments; Notifications of Change.** A. Returns. iStream shall notify Company either verbally or in writing of the receipt of an Entry returned by a clearing agent no later than two to three business days after the business day of such receipt.

iStream shall have no obligation to re-transmit a returned Entry if iStream complied with the applicable terms of the ACH Agreement with respect to the original Entry. Company shall retain and provide to iStream, on request, all information necessary to remake any file of Entries for 14 days following transmittal of such data to iStream. In the event any of Company's return rate levels exceed limits established by the ACH Rules, iStream reserves the right to (i) charge an over-limit return fee, and (ii) share the related data and require establishment of a corrective plan of action under the ACH Rules.

**B. Reversals; Adjustments.** Company or iStream may initiate Reversing Entries as permitted by the ACH Rules and this ACH Agreement in the event that previously originated data is erroneous or duplicated. iStream will give Company prompt notice of Adjustment Entries received by the Bank, and iStream and/or the Bank is authorized to debit or credit the Designated Account for such Adjustment Entries.

**C. Notifications of Change.** iStream shall notify Company of all Notifications of Change received by the Bank relating to Entries within the applicable timeframe specified in the ACH Rules.

**15. Report of Improper Entries; Notice.** iStream shall make a report available to Company that reflects Entries transmitted by iStream or credited to a Receiver's account maintained with iStream. Company shall examine the report and notify iStream of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the report is made available to Company. If Company fails to deliver such notice, Company may not assert against iStream any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If Company fails to deliver notice to iStream of any unauthorized or erroneous Entries within one (1) year from iStream's issuance of the report reflecting such Entries, Company is precluded from asserting that iStream is not entitled to retain the principal amount of the unauthorized or erroneous debit of Company's account(s).

**16. Network and Data Security; Reviews.** Each Party shall at minimum implement appropriate measures designed to protect and maintain the security of its respective network and ACH data, including as required under the ACH data security requirements contained in the ACH Rules. For Third Party Service Providers and Third Party Senders, this includes complying with (i) the data security elements for the protection of sensitive data and access controls, self-assessment, and verification of other Third Party Sender and Originator identity, and (ii) the data breach notification requirements, as contained in the ACH Rules. Acknowledging the inherent risks and responsibilities associated with conducting business via the Internet, each Party shall also comply with additional minimum requirements for its network and device security that include using effective anti-virus programs, promptly installing security patches and protecting passwords. Beyond this, each Party shall be individually responsible for determining any additional measures are necessary to adequately maintain the security of its respective computer system, electronic devices, and the information stored on or sent therefrom, whether an actual or potential compromise is known or unknown. Neither iStream nor any clearing agent shall be liable to Company, in any manner, for any type of errors, losses, damages or other claims due or related to any failure by Company to maintain its network or device security. Likewise, Company shall not be liable to iStream, in any manner, for any type of errors, losses, damages or other claims due or related to any failure by iStream to maintain its network or device security. Currently, iStream performs an annual risk assessment and third party security review of its network systems.

**17. Confidential Information.** For purposes of this ACH Agreement, "Confidential Information" means information, knowledge and data that is or will be used, developed, obtained or owned by a Party relating to its business, products and/or services, including fees, pricing, designs, marketing plans, strategies, analyses, forecasts, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, a Party), other operating systems, applications, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, cost information, regulatory matters, accounting and business methods, trade secrets, copyrightable works and information with respect to any merchant, vendor, supplier, customer, sales group, sales officer, sales associate, reseller or independent contractor of a Party, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form; provided, however, that Confidential Information shall not include information that (i) is generally known to the public other than as a result of disclosure by a Party in breach of this ACH Agreement; (ii) is required to be disclosed pursuant to applicable Law; or (iii) that is reasonably necessary to disclose in connection with enforcing a Party's rights under or defending against allegations that such Party has breached this ACH Agreement. Each Party acknowledges that the Confidential Information of the other Party ("Owning Party") constitutes a valuable, special, and unique asset used by the Owning Party and will be used by the Owning Party in its business to obtain a competitive advantage over its competitors. Except as necessary to provide ACH Services hereunder, the Party who is not the Owning Party ("Receiving Party") will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or entity whatsoever, any Confidential Information of the Owning Party. Each Party also agrees to preserve and protect the confidentiality of third party Confidential Information to the same extent, and on the same basis, as such Party's own Confidential Information. Each Party further agrees that any breach by the Receiving Party of any of the provisions of Section 17 may cause irreparable harm to the Owning Party that could not be adequately compensated by monetary damages and that, in the event of such a breach, each Party shall waive the defense in any action for specific performance that a remedy at law would be adequate, and the Owning Party shall be entitled to specifically enforce the terms and provisions of Section 17 without the necessity of proving actual damages, posting any bond, or providing prior notice, in addition to any other remedy to which the Owning Party may be entitled at law or in equity.

**18. Privacy Laws; Recording Communications.** **A. Privacy Laws.** During the course of this ACH Agreement, a Party may receive from the other Party certain information that is protected under state and federal financial and healthcare information privacy laws, including applicable sections of the federal Gramm-Leach-Bliley Act ("GLBA") and the Laws commonly known as HIPAA and HITECH, as may be amended from time to time (collectively, "Protected Information"). The Party receiving Protected Information ("Receiver") shall not use or disclose Protected Information other than as necessary to implement this ACH Agreement, to maintain data bases for the provision of ACH Services, or as permitted by law. The Receiver shall safeguard and properly dispose of Protected Information as if it were its own using commercially reasonable measures and, where applicable, as required by GLBA, HIPAA, HITECH and other Laws. If a Party is requested in any proceeding to disclose any Protected Information belonging to another Party, it shall provide prompt notice of such request (and any resulting disclosure) to the Party owning such Protected Information so that an attempt at protection can be made.

**B. Recording Communications.** Company agrees to iStream's telephonic or electronic monitoring, recording and retention of such communication records for security, transaction evidence, business and quality of service purposes. Company waives any further notice under any Laws, other than that contained in this ACH Agreement, that communications may be recorded at any time.

**19. Reviews and Inspections.** Upon reasonable advance notice, iStream and the Bank are authorized to perform procedural reviews of Company pertaining to this ACH Agreement, including any reviews, audits and risk assessments required by laws or regulations. Any such reviews shall be conducted at the sole expense of the reviewing entity and shall not unreasonably interfere with the business or operations of Company. Information obtained is Confidential Information. If required by the ACH Rules, Company shall also perform an annual ACH audit and risk assessment on itself and its customers to confirm compliance with the ACH Rules. Results shall be provided to iStream within 2 business days of any request. iStream is authorized to conduct credit, financial, background and other identity checks concerning Company, and Company agrees to provide any requested information that iStream or the Bank deem necessary to address risk issues and/or demonstrate the continuing financial stability of Company.

**20. Fees and Other Charges; Locations.** **A.** Company will pay iStream (i) applicable fees for ACH Services, forms or equipment in accordance with this ACH Agreement, (ii) licensing and other third party fees and assessments that are passed through to Company, and (iii) any applicable additional ancillary and pass-through fees and assessments related to the ACH Services, forms or equipment ordered from iStream by Company and provided under this ACH Agreement (collectively, "Fees"), for such Fees applicable to Company. Fees shall include the charges for those ACH Services provided in the ACH Processing Application, ACH Agreement, or any other form or notice. Fees also include any fees or charges imposed upon iStream by Bank or NACHA for same day ACH

processing or the return of an Entry, including, but not limited to, any Unauthorized Entry Fee that iStream may be required to pay in connection with the ACH debit Entries initiated by or through Company that are returned as unauthorized.

B. Fees will be calculated and debited from the Designated Account (as defined in Section 21), or as otherwise provided herein. Increases to any third party Fees that are passed through to Company are effective upon any such increase. However, any Fees added or revised by iStream, shall be effective upon 30 days prior written notice by any method, unless the Parties otherwise agree in writing. Fees, funds and reports posted to Company's account on the iStream Deposit® system will be promptly reviewed by Company. If any error or discrepancy is noted, Company shall immediately notify iStream. The Parties agree that 10 days from the date of any such posting is a reasonable time for Company to notify iStream of any errors or discrepancies and failure to do so within this time frame shall preclude Company from later asserting any such error, discrepancy or loss against iStream or Bank. If Company fails to notify iStream within 10 calendar days from the date of any posting containing an error or discrepancy, iStream and the Bank shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such posting. If Company fails to notify iStream of any error or discrepancy within 30 days of posting, Company shall be precluded from asserting any error, discrepancy, or loss against iStream or the Bank.

C. For pricing purposes, the definition of "Location" or "location" means any individual account or sub-account set up on the iStream Deposit system. Within the iStream Deposit system, the terms "Entity ID" and "Location ID" are also used to reference a specific location. Each Company physical location, account, sub-account, etc. carries a unique Entity ID that can stand alone or link to other such IDs. There is a charge for each unique entity identification number issued, each of which represents a separate deposit account.

**21. Information Updates; Accounts; Suspended Accounts.** A. Company will provide iStream with all required and ever-current information and authorizations for the one or more commercial demand deposit account(s) Company desires to use to facilitate payment for the ACH Services ("Designated Account") and will provide iStream with at least 10 days advance written notice of any change. This includes not only all bank account information, but any change in Company name, address, ownership or authorized signers. All obligations and authorizations as to a former Designated Account shall continue forward to any new Designated Account. iStream and the Bank are authorized to act as Company's agent in initiating and processing debit/credit entries to the Designated Account as to Entries, Fees and other charges relating to this ACH Agreement and to debit the Designated Account via ACH for any amounts Company owes or must repay to iStream or the Bank hereunder. Company will indemnify and hold harmless iStream and the Bank for any action taken against the Designated Account and will also indemnify and hold harmless any other depository institution for acting in accordance with any instruction regarding the Designated Account. If required due to the potential for heightened risk, Company agrees that it may later be required to establish and maintain a non-interest bearing deposit account at the Bank ("Reserve Account") in an amount determined by iStream or the Bank to protect their interests. The Bank may deposit to the Reserve Account incoming funds from processed Entries and amounts it would otherwise be obligated to pay Company, and iStream and the Bank will have sole control of the Reserve Account.

B. iStream reserves the right to suspend the Company's ACH Services in the event there is a period of processing inactivity. Suspended accounts may be charged monthly service fees and re-activation requests will be addressed in conjunction with iStream's then-current re-activation procedures.

**22. Security Interest; Recoupment and Set-Off.** This ACH Agreement will constitute a security agreement under the Uniform Commercial Code of Wisconsin. Company grants iStream a security interest in and lien upon all of Company's ownership interest, if any, to funds at any time in any Reserve Account (collectively, the "Secured Assets"). Upon request of iStream, Company will execute one or more financing statements or other documents to evidence this security interest. Company represents and warrants that no other person or entity has or will be granted a security interest in the Secured Assets without iStream's prior written consent. These security interests and liens will secure all of Company's obligations under this ACH Agreement. This security interest may be exercised by iStream without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets in the Reserve Account, or any other applicable account. iStream and Bank will have all rights afforded under the Uniform Commercial Code and any other applicable Law and in equity. iStream and Bank are authorized by Company to debit any Designated or Reserve Account, or set off against any amount owed Company, in order to obtain any amounts owed by Company to iStream.

**23. Events of Default.** The following will each individually constitute an "Event of Default": (i) the occurrence of any Entry or File activity that falls beyond the risk parameters (if any) established by iStream; (ii) the failure to pay any undisputed amount owed to a Party on or before the date on which such amount is due; (iii) a Party's financial condition changes in a materially adverse manner so as to have a potential impact on the safety and soundness of the other Party's business; (iv) the Designated Account, the Reserve Account or any of Company's property or other accounts is garnished or attached; (v) a Party assigns its assets generally for the benefit of creditors; (vi) a proceeding is commenced by or against a Party under any bankruptcy, insolvency or similar Laws seeking an order to adjudicate such Party as bankrupt or insolvent or other relief with respect to such Party or its debts, or seeking appointment of a receiver or similar official for such Party or for any substantial part of such Party's assets; (vii) a Party fails to perform or otherwise breaches its covenants or material obligations set forth in this ACH Agreement, and such failure continues for a period of 15 days after the breaching Party receives written notice of the breach; (viii) any representation or warranty by a Party is or becomes false or misleading in any material respect as of the date made or at any time during the term of this ACH Agreement; (ix) a reasonable determination by a Party that the other Party is involved in fraud; or, (x) a Party's material violation of the Laws or Rules. Upon the occurrence of an Event of Default by Company, iStream may take one or more of the following actions: (a) suspend ACH Services to Company, (b) require creation of a Reserve Account, or (c) take action as provided in Section 24, or as may otherwise be permitted by this ACH Agreement or applicable Laws. Upon the occurrence of an Event of Default by iStream, Company may take action as provided in Section 24, or as permitted hereunder or by applicable Laws.

**24. Term and Termination.** A. This ACH Agreement will remain in effect for a period of 3 years as of the latest date on the signature page ("Initial Term") and will automatically renew for successive 3 year terms (each a "Renewal Term"), unless otherwise agreed between Company and iStream, or terminated as set forth below. For terminations without cause, the ACH Agreement may be terminated by any Party to be effective at the end of the Initial Term or any Renewal Term by giving written notice of intent not to renew to the other Party at least 90 days before the end of the then-current term. If required for legal or regulatory reasons, this ACH Agreement may also be terminated by iStream at any time upon 30 days prior notice to Company, unless a sooner termination is required under the Laws or by Bank. If this ACH Agreement is terminated by Company other than as permitted in this Section 24.A., the provisions of Section 24.C. shall apply. For terminations with cause, the Party not in default may terminate this ACH Agreement immediately upon the occurrence of an Event of Default. In such event, a notice of termination shall be given in writing, effective on the date specified in such notice and, except for a termination by Company due to an Event of Default by iStream, the provisions of Section 24.C. shall apply.

B. Following the termination of this ACH Agreement, each Party shall remain liable for any breach of its respective representations, warranties, covenants and obligations during the term of this ACH Agreement. In addition, Company (i) shall maintain in its Designated Account and any Reserve Account enough funds to cover all Entries for which provisional credit was given, and all Fees and other amounts for which it is liable until paid, for a period of 180 days to cover the related trailing activity, (ii) authorizes iStream to charge such accounts, or any other account maintained under this ACH Agreement, for such amounts, and (iii) will remain liable to iStream for all liabilities occurring beyond such 180 day period. If the amount in the Designated Account and any Reserve Account is not adequate, Company agrees to promptly pay any amount owing to iStream, together with any costs and expenses incurred to collect such amount.

C. For terminations to which this Section 24.C. applies, this ACH Agreement may be terminated on a specified date prior to the end of the Initial Term or any Renewal Term ("Early Termination") and Company shall immediately pay the following amounts to iStream: (a) all Fees owed by Company but not paid up to the Early Termination; (b) any current termination, deconversion, or change-over Fees established by iStream; and (c) all amounts that iStream would have been entitled to receive hereunder for the remainder of the then-current Initial Term or Renewal Term, if not for the Early Termination ("Unperformed Term"). The foregoing amounts include all fixed, monthly, or annual Fees hereunder, as well as any minimum required Fees ("Minimum Fees") applicable to the

Unperformed Term; provided, however, that if no Minimum Fees are included in this ACH Agreement, then the amount owed by Company under Section 24.C.(c) shall be calculated by multiplying the number of months remaining in the Unperformed Term by the average monthly Fees charged to Company during the six (6) months preceding Early Termination (or any such shorter time elapsed since the start of ACH Services). Company agrees that the Early Termination charges set forth above are not a penalty, but rather are reasonable in light of the financial harm that iStream would incur due to an Early Termination by Company.

**25. Representations and Warranties.** A. Of Company. Company represents and warrants to iStream: (i) all warranties Company is deemed by the Laws and Rules to make with respect to Entries originated by Company; (ii) all information submitted to iStream by and concerning Company is true and complete and, to the extent applicable, reflects in all material respects the business, financial condition, and principal partners, owners, or officers of Company; (iii) all business transactions of Company are lawful and bona fide; (iv) Company has the power to execute and perform its obligations under this ACH Agreement; (v) there is no action, suit or proceeding pending or to Company's knowledge threatened which if decided adversely would materially and adversely affect Company's financial condition; (vi) each Entry is accurate, timely, authorized by the party whose account will be credited or debited (including the assessment of any NSF Fees), properly authorized in all other respects, and complies with the Laws and Rules; (vii) each debit Entry is for a sum which, on the settlement date with respect to it will be owing to Company from the customer whose account will be debited, is for a sum specified by such customer to be paid to Company, or is a correction of a previously transmitted erroneous credit Entry; (viii) where applicable, Company has complied with all pre-notification requirements of the ACH Rules; (ix) Company will comply with and perform its obligations hereunder in accordance with the Laws and Rules; and (x) this ACH Agreement constitutes the legal, valid and binding obligation of Company and is enforceable against it in accordance with its terms.

B. Additional WEB/TEL Warranties of Company. In addition to other requirements of the ACH Rules, the following additional warranties shall apply for any WEB Entries submitted by Company: (i) the Originator is required to complete an annual audit by no later than December 31<sup>st</sup>; (ii) each Originator is required to employ commercially reasonable (a) fraudulent transaction detection systems to screen each Entry, (b) standards for the validation of routing transit numbers, and (c) standards for verifying the identity of the Receiver; and (iii) each WEB entry transmitted by an Originator that is not a natural person or Third-Party Sender is warranted by Company that Company has (a) established procedures to monitor on an ongoing basis, the credit-worthiness of the Originator or Third-Party Sender, (b) established an exposure limit for the Originator or Third-Party Sender, (c) implemented procedures to review that exposure limit periodically, and (d) implemented procedures to monitor entries sent or transmitted by the Originator or Third-Party Sender relative to its exposure limit across multiple settlement dates. In addition to other requirements of the ACH Rules, the following additional warranties shall apply for any TEL Entries submitted by Company: (1) the Receiver has orally authorized the Originator to initiate a debit entry to a Consumer Account of the Receiver; (2) the authorization must be readily identifiable as an authorization and must clearly state its terms; (3) minimum information must be contained as part of the authorization, including (A) the date on or after which the ACH debit to the Receiver's account will occur, (B) the amount of the transaction, (C) the Receiver's name, (D) a telephone number for Receiver inquiries that is answered during normal business hours, (E) the date of the Receiver's oral authorization, and (F) a statement by the Originator that the authorization obtained from the Receiver is for a Single-Entry ACH debit; and (4) the Originator must either (A) tape record the oral authorization, or (B) provide the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the Entry.

C. Of iStream. iStream represents and warrants the following to Company: (i) iStream has the power and authority to execute and perform its obligations under this ACH Agreement; (ii) the business of iStream is bona fide; (iii) iStream conducts its business in material compliance with the Laws and Rules; and (iv) this ACH Agreement constitutes the legal, valid and binding obligation of iStream and is enforceable in accordance with its terms.

**26. Liability; Indemnification; Limitation.** A. Of Company. In addition to other indemnification and liability provisions elsewhere in this ACH Agreement, Company will be liable for, hold harmless and indemnify iStream and Bank from and against all claims, damages, losses and expenses (individually or collectively, "Losses") reasonably incurred by iStream or Bank to the extent arising from or in connection with (i) Entries or matters pertaining to the ACH Services received by Company including without limitation (a) Entry cancellation or amendment, (b) error detection or inconsistencies, (c) failing to comply with any established credit or exposure limits, (d) returned Entries or other Losses incurred by iStream or Bank after it sends an ACH File to the clearing agent, or, (e) any action taken or omitted by iStream or Bank in reasonable reliance upon information provided by Company; and (ii) Company's or a Related Entity's (w) wrongful act(s), responsibilities under this ACH Agreement, receipt of ACH Services, or, failure to comply with the Security Procedures, (x) current, former, addition of or termination of ACH Representatives, employees, agents or Third Parties, (y) breach of its representations, warranties and covenants set forth herein, or (z) failure to comply with the Laws and Rules.

B. Of iStream. In addition to other indemnification and liability provisions elsewhere in this ACH Agreement, iStream will be liable for, hold harmless and indemnify Company from and against all claims, damages, losses and expenses reasonably incurred by Company to the extent arising from or in connection with iStream's (i) breach of its responsibilities under this ACH Agreement, except where iStream acted in a commercially reasonable manner, (ii) breach of its representations, warranties and covenants set forth herein, or (iii) failure to comply with the Laws and Rules.

C. Limitation. In no event shall a Party be liable to the other under any theory of tort, contract, strict liability, or other legal or equitable theory for any lost profits, exemplary, punitive, special, incidental, indirect or consequential damages, or for any losses or damages relating to any third party patent claims, each of which is hereby specifically excluded by agreement of the Parties notwithstanding anything to the contrary herein. No Party will be liable for any damages or other losses, or failure or delay in their performance of this ACH Agreement if such damages, losses, failure or delay is contemplated in Section 30. Further, no Party shall be entitled to recover for any damages, losses or expenses to the extent that the amount of such damages, losses or expenses were incurred, increased or extended as a result of such Party's breach of this ACH Agreement or by the negligence, willful misconduct, violation of law or bad faith of such Party. The aggregate liability of iStream for indemnification hereunder for any claims, costs, damages, losses and expenses, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of Fees and charges for ACH Services paid by Company over the previous 6 month period, calculated from the date the liability accrued. Notwithstanding the foregoing or anything else to the contrary herein, Company agrees to indemnify iStream and the Bank for the full amount of any returned Entries or other losses that are incurred by iStream or the Bank. Company agrees that: (i) iStream and Bank will be responsible for performing only those ACH Services expressly provided for in this ACH Agreement; (ii) iStream and Bank make no other warranty, express or implied, regarding the ACH Services; and (iii) nothing contained in the ACH Agreement will constitute such a warranty. iStream and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose.

**27. Trademarks and Branding.** No Party may use the name, trademarks or branding of another Party without the express written consent of the trademark owner and shall not indicate, directly or indirectly, that any Party endorses or is connected in any way with any other Party.

**28. Laws and Rules; ACH Rules and Other Amendments.** A. The Parties agree to comply with all applicable federal, state, and local laws, rules, regulations and Operating Circulars, including but not limited to the requirements of the Office of Foreign Assets Control ("OFAC"), the Bank Secrecy Act (and applicable "Know Your Customer" rules), Article 4A of the Uniform Commercial Code, and Regulation E (collectively, "Laws"). The Parties further agree to comply with (i) all applicable rules and operating guidelines issued by the National Automated Clearing House Association ("NACHA") (collectively, "ACH Rules"), (ii) other clearing agent rules, and (iii) ACH-related procedures provided to Company from time to time by iStream (all collectively, the "Rules"). The Laws and Rules are incorporated into this ACH Agreement as if they were fully set forth herein. Each Party is individually responsible for knowing and complying at all times with the applicable Laws and Rules as provided in this Section 28 and Company will reasonably assist iStream and Bank and in complying with Laws and Rules applicable to any Entries or this ACH Agreement. Without limiting the foregoing, it is Company's responsibility to obtain a copy of the ACH Rules which are available online or directly from NACHA, and to obtain information regarding OFAC requirements and sanctions directly from the OFAC website.

B. Conformance Amendments. Any changes or amendments to the ACH Rules that are applicable to the Parties hereunder shall automatically amend this ACH Agreement upon taking effect, whether or not any such change or amendment is mutually agreed and signed by the Parties under a separate

amendment to this ACH Agreement, noticed to Company by iStream through a written amendment not requiring signature, or merely published by NACHA in the ACH Rules. Notwithstanding Section 29.(vi), if the performance or receipt of ACH Services would result in a violation of any present or future Laws or Rules to which a Party is subject, then this ACH Agreement shall be automatically amended to the extent necessary to comply with Laws or Rules, or terminated by iStream in its sole discretion.

**29. General Provisions.** Certain general provisions apply to this ACH Agreement as follows: (i) this ACH Agreement and any other documents or writings referenced herein constitute the entire agreement between the Parties as to the subject matter hereof, and all prior or other agreements or representations, written or oral, are superseded by this ACH Agreement as to the subject matter hereof; (ii) the laws of the State of Wisconsin shall govern this ACH Agreement and proper venue for any dispute arising from this ACH Agreement shall be in any state or federal court in Milwaukee or Waukesha County, Wisconsin; (iii) this ACH Agreement may be assigned by iStream, and may be assigned by Company with the prior written consent of iStream; (iv) iStream may change any clearing agent, including the Bank, in its sole discretion, to facilitate the provision of ACH Services to Company hereunder; (v) a Party shall send written notices and communications to the other Party at the respective address provided on the first page of this ACH Agreement, or as otherwise noticed to the other Party in writing. Any written notice under this ACH Agreement will be deemed given upon the earlier of: (a) actual receipt if by email, or indicated by confirmation receipt if by hand delivery, facsimile, United States mail, or private courier, or (b) five days after being deposited in the United States mail, and addressed as provided above. If written notice is not otherwise required, iStream may provide a notice verbally to Company, effective upon receipt or as otherwise specified, if followed up with a written confirmation notice via any delivery method; (vi) except as otherwise authorized in Section 28., amendments or additions to this ACH Agreement may be proposed by iStream. Company will be notified of any such proposed amendment or addition via a periodic statement, electronic message, or other form of written notice. Company will be deemed to have agreed to the change if Company continues to present Entries for processing after 2 days following the time at which notice is deemed given per Section 29.(v). Notwithstanding the previous sentence, changes to Fees that may be assessed under this ACH Agreement will be effective upon notice (by any method) to Company, unless a later effective date is provided; (vii) Company will immediately notify iStream of any bankruptcy, receivership, insolvency or similar action initiated against Company or any of its principals and will include iStream on the list of creditors as filed with the Bankruptcy Court and failure to do so will be cause for immediate termination or any other action available to iStream under applicable Laws or Rules; (viii) as an executory contract to make a loan, or extend other debt financing or financial accommodations to or for the benefit of Company, this ACH Agreement cannot be assumed or assigned under Company's bankruptcy; (ix) each Party is solely responsible for its employees' actions while in such Party's employ, including assuring such Party's compliance with this ACH Agreement; (x) all provisions that by their context are intended to survive termination of this ACH Agreement will so survive, including all liability, indemnification and arbitration terms herein; and, (xi) the failure of a Party to object to or to take any affirmative action with respect to any conduct by the other Party which is in violation, breach, or default of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach or subsequent violation, breach or default.

**30. Force Majeure.** If performance by any Party of any service or obligation under this ACH Agreement is prevented, restricted, delayed or interfered with by labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility, earthquakes, war, revolution, civil commotion, terrorism, acts of public enemies, blockage, embargo, patent disputes or communication failures, then such Party shall be excused from performance to the extent of the prevention, restriction, delay or interference, provided that such Party notifies the other Party hereto of the cause of such delay as soon as reasonably practicable after the beginning thereof.

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## EXHIBIT 1

### ACH CERTIFICATE OF RESOLUTION: SIGNATORY AUTHORITY

Each **Signatory**, as defined in Section 3 of the ACH Processing Agreement, is a duly authorized officer and signatory of the Company that is identified in such ACH Processing Agreement ("ACH Agreement") and/or ACH Processing Application ("Application") between Company and iStream Financial Services, Inc. ("iStream"). Each Signatory is authorized to approve, and does approve, the below acknowledgements and agreements in connection with the transfer of funds to or from Company under the ACH Agreement:

**ACKNOWLEDGED AND AGREED**, that in conjunction with the terms of that certain ACH Agreement between Company and iStream and its associated Application, the person submitting, acknowledging or accepting the ACH Agreement and Application is an authorized Signatory for Company, along with any other Signatory designated in writing to iStream. Each Signatory is duly authorized pursuant to an existing and valid resolution of Company's Board of Directors to possess signature authority to bind Company, and to execute and deliver to iStream any required documents in conjunction with the ACH Agreement and Application on behalf of Company. iStream shall be entitled to rely on such authority of each Signatory until otherwise notified in writing by Company.

**ACKNOWLEDGED AND AGREED**, that each Signatory has full power and authority to designate to iStream one or more Company representatives who is authorized to initiate Entries and access Company's account on the iStream Deposit® system (each, an "ACH Representative").

**ACKNOWLEDGED AND AGREED**, that an ACH Representative can only be changed or revoked by a Signatory in conjunction with the terms of the ACH Agreement.

**FURTHER ACKNOWLEDGED AND AGREED**, that iStream shall comply with any lawful process, summons, order, injunction, execution, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon iStream which affects funds deposited under the ACH Agreement; and, in order to comply with the directives of any Process, iStream may without liability implement a hold on funds or refuse to transfer funds as required by the Process; and in any such event, the ACH Agreement shall remain in full force and effect under its terms.

***\*Note: A copy of the above Authorizing Resolution must be provided to iStream promptly upon request\****

## EXHIBIT 2

### Security Procedures and ACH File Terms

#### A. Security Procedures.

The following Security Procedures are applicable to Company's transmission of Payment Information and/or origination of ACH Files, as applicable, to iStream, as follows:

**General:** Company shall appoint one or more Signatories with the authority to: (a) appoint one or more ACH Representatives who are authorized to use the ACH Services provided by iStream pursuant to the ACH Agreement, and (b) establish limits on each such user's authority to access information and conduct transactions. Company is responsible for the actions of Related Entities, Signatories and ACH Representatives, the authority the Signatory gives others to act on the respective Company's behalf, the actions of the ACH Representatives designated by the Signatory to use the ACH Services, and assuring compliance with the Security Procedures at all times.

**Secure Transmission of Files:** Unless another method is authorized in writing by iStream, Company will use Secure File Transfer Protocol ("SFTP") to send and receive all Entries and related data to and from iStream. Access to SFTP is protected by secret user ID and password ("Access Codes") issued by iStream. In addition, access is limited to specific IP addresses agreed to by iStream and Company.

**Access Codes and Related Matters:** Company agrees that it will: (a) take reasonable steps to safeguard the confidentiality of all Access Codes; (b) limit access to Access Codes to persons who have a need to know such information; (c) closely and regularly monitor the activities of employees who access data and systems relating to the ACH Services; (d) prohibit employees and agents from initiating Entries without proper supervision and adequate controls; (e) review pending Entry instructions prior to their submission to ensure that they are complete, accurate and properly authorized; and (f) notify iStream immediately if Company has any reason to believe the security or confidentiality requirements of the ACH Agreement have been or may have been breached. Company understands that the Security Procedures, including as set forth in the main body of the ACH Agreement and this Exhibit 2, are not designed for the detection of any errors, including without limitation, detecting duplicate payments or errors in Company's Entry or data instructions.

Company understands that the use of Access Codes, data, and systems relating to ACH Services and instructions is confidential and Company assumes all risks of accidental disclosure or inadvertent use of any Access Code by any individual whatsoever, whether such disclosure or use is related to Company's negligence or is a deliberate act. Company acknowledges that no person from iStream will ever ask for any Access Code and that iStream employees do not need and should not ask for an Access Code. iStream's logging system shall be conclusive evidence with respect to any instructions received through the ACH system established by iStream for ACH Services ("ACH System") and shall be, absent manifest error, binding upon Company.

Whenever anyone who has had access to an Access Code is no longer employed or authorized by Company to access or use the ACH Services, Company shall provide immediate verbal, followed by written, notification to iStream. iStream may require Company to change Access Codes at any time. iStream may deny access to the ACH Services without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if iStream believes such action is necessary for security reasons.

**Reasonableness of Procedure:** Each time Company performs a transaction with the ACH Services, Company warrants that these Security Procedures are commercially reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of the transfers, as well as Company's internal controls). Company agrees that iStream is entitled to act upon ACH Files and Payment Information received in connection with the ACH Services under any Access Code(s) issued to anyone by Company without inquiring into the identity of the person(s) using the Access Code(s). Company agrees to indemnify and hold iStream harmless for processing these instructions which were initiated through the use of the ACH Services, whether or not they were properly authorized by Company.

**Written Communications:** iStream shall be entitled to rely on any data received from Company using the ACH System, electronic mail, written notice or other written communication regarding the ACH Services that iStream in good faith believes to be genuine and to have been signed by the Signatory or any ACH Representative, and any such communication shall be deemed to have been signed by such respective person.

**Third Parties:** Company is solely responsible for the security of any communication or transmission between any of Company (including any Related Entity or Third Party) and iStream (or the Bank).

#### B. Additional Processing and Settlement Terms

This part B. provides additional terms and requirements for the processing and settlement of Payment Information and ACH Files, as applicable to the type of ACH Services received by Company under the ACH Agreement, as follows:

**Submission Schedule.** If required by iStream, Company shall provide iStream with any predetermined submission schedule for the transmission of Entries ("Submission Schedule"), and shall revise any such Submission Schedule on an annual basis thereafter by providing iStream with a new Submission Schedule no later than sixty (60) days prior to the anniversary date of the ACH Agreement.

**Processing Deadline; Cut-Off Time; Exclusion of Same-Day Entries.** Unless otherwise provided by iStream, it is agreed that iStream has specific processing deadlines imposed by the Bank and other clearing agent(s) for ACH transactions. Entries received and accepted by iStream on or prior to iStream's input cut-off time provided below (the "Cut-Off Time") on a Banking Business Day (defined as any day that the Bank and the Federal Reserve Bank ("FRB") are open for carrying on substantially all of their banking business, but specifically excluding Saturday, Sunday and any FRB holiday) will be transmitted that same day to Bank. Settlement shall be on the Effective Entry Date at the RDFI, with the "Settlement Date" as to an Entry being the Banking Business Day when such Entry is debited or credited in accordance with instructions of Company, or as otherwise established by iStream and the Bank. Entries initiating credits (if applicable) to the RDFI should be transmitted two (2) Banking Business Days prior to the Effective Entry Date and files initiating debits to the RDFI should be transmitted one (1) Banking Business Day prior to the Effective Entry Date. Entries received by iStream after the Cut-Off Time may be held until the next Banking Business Day for submission. iStream may, but is not obligated to, contact Company with the settlement status of any late files.



**For Standard Payment Information:** The Cut-Off Time for iStream's receipt of accepted Payment Information to be transmitted to the FRB that same Banking Business Day is 8:00 PM Central Time, unless an earlier time is required due to the processing needs of iStream and/or the Bank.

**For Standard ACH Files:** The Cut-Off Time for iStream's receipt of accepted ACH Files to be transmitted to the FRB that same Banking Business Day is 8:00 PM Central Time, unless an earlier time is required due to the processing needs of iStream and/or the Bank.

The processing deadlines and cut-off times provided in this paragraph above do not apply to Same Day ACH entries. In the event iStream later authorizes Company to process any Same Day Entries, the applicable processing deadlines and cut-off times will be provided to Company in writing.

**Company Settlement Limits.** Including as provided elsewhere in the ACH Agreement, iStream may establish and provide to Company certain written settlement limits for the debit transactions submitted by Company. Settlement limits may include:

- (i) A maximum daily aggregate dollar amount for all debit transactions sent to iStream, and
- (ii) A maximum per item dollar amount for debit transactions sent to iStream.

Any settlement limits established may be revised from time to time by iStream. Factors impacting establishment of any individual settlement limits include, without limitation, Company's billing schedule, applicable credit factors, applicable risk factors, etc. Each Company account may have different settlement limits.

**Pre-Funding Entries.** iStream reserves the right to require Company to pre-fund into the Settlement Account the amount of any Entry or ACH File, 2 Business Days prior to the respective Settlement Date. iStream shall determine whether pre-funding is required based on criteria established from time to time by the Bank. iStream will communicate directly to Company if prefunding is required and, if requested, will provide Company with an explanation of the pre-funding criteria. If Company thereafter refuses to pre-fund a specified type of Entry or ACH File, iStream and the Bank shall have no liability to Company for refusing to process any such Entry or ACH File.

**Settlement; Funds Availability; Hold Period.** iStream will hold settlement to Company with respect to each debit Entry originated for Company until the Settlement Date. If deemed necessary by iStream, settlement timing may be adjusted to accommodate any need of Stream or the Bank to impose a hold period on certain funds due to risk, legal, regulatory or other factors.

**Minimum Balances.** iStream agrees to provide written notice to Company in the event a minimum account balance will be required in Company's Designated Account or any Reserve Account. Factors impacting the need for a minimum balance include, without limitation, credit underwriting results, presenting risk factors, return volumes, etc. Any minimum balance requirement is subject to change by iStream from time to time based on such factors.

**File Format and Delivery Procedures.** Unless iStream otherwise notifies Company in writing, required file formats are provided below and Company agrees that only the following file format and delivery methods shall be used for the delivery of Entries to iStream:

**For Payment Information:** The file format shall be as specified on the iStream Deposit® system for the entering of Payment Information. Delivery to iStream shall be via the iStream Deposit system.

**For ACH Files:** The format shall be as required by the ACH Rules for origination of the particular ACH File type, unless otherwise specified by iStream to Company in writing. ACH Files shall be delivered to iStream via SFTP to the then-current location specified in writing by iStream or iStream.

**Authorized Representatives.** ACH Representatives designated to iStream in writing are authorized by Company and the Signatory to present Entries, related data and ACH instructions to iStream. Company agrees to notify iStream of the Signatory and ACH Representative(s) for each Related Entity. The Signatory may change any ACH Representative by providing advance written notice to iStream, effective upon iStream's written acceptance of such change.

**Company Entries.** All Entries authenticated using the Security Procedures will be deemed to be Entries of Company, as described in the ACH Agreement, even if not in fact authorized or presented by Company, the Signatory or an ACH Representative.

**Selection of Services.** Notwithstanding anything to the contrary herein, Company agrees that for Payment Information and ACH Files, as applicable, only the Standard Entry Class Code(s) ("SEC Code(s)") of WEB, TEL, CCD and PPD are currently authorized. If Company and iStream later agree that Company may use other SEC Codes, written authorization must be provided by iStream to Company and additional terms and requirements may apply.

**Other.** The services and requirements set forth in this Exhibit 2 are in addition to those other services and requirements set forth or referenced elsewhere in the ACH Agreement.