

1. Please complete this ACH Application in full.
2. Please provide all requested documents.
3. Please do not leave fields blank. If the requested information is not applicable to your business, please mark it as 'N/A.'
4. Be sure to initial each page and sign where applicable.

REQUIRED: If you are a 'Privately Held Business' please provide the following documents:

- Please provide a copy of your 'Articles of Incorporation,' including all signature pages.
- Please provide a copy of all Owners, Partners Driver's Licenses
- Please provide the prior two (2) years' Tax Returns.
- Not Applicable – Public Entity

REQUIRED: If accepting ACH transactions by TELEPHONE or IVR (SEC Code 'TEL'), you must provide 'Proof of Authorization' (POA), which is to be kept per transaction whether it is a single one-time or recurring transaction. Please indicate the types of POAs that will be kept for TEL transactions (more than one can be selected):

Please select all that apply:

- Mailed/Emailed/Faxed Letter of Transaction Details
- SMS/Text Receipt of Transaction Details
- Verbal Recording of the conversation. Recording Equipment Name and Model: _____
- E-Complish is Handling/Providing via DirectPay IVR
- Not Applicable – We are not accepting TEL transactions.

REQUIRED: If accepting ACH transactions by INTERNET (SEC Code 'WEB') the website must be listed on the application and operational. Your website should clearly show what you do/sell along with an overview of the pricing or quote process. The website must include, (at minimum), the following:

- Trade Name, Address, Phone Number(s), Email Address and/or Contact Form (using 'HTTPS:// SSL encryption)
- Privacy Policy,
- Refund/Return Policy, and
- Proof of security (using 'HTTPS:// SSL encryption).

Additionally, to accept WEB transactions, the online Payor must be authenticated (called 'ACH Verification') before processing the WEB transaction. Please indicate how an online Payor's bank account is verified (more than one can be selected):

Please select all that apply:

- Using Pre-Existing Account Information Provided by the Payor
- Using Bank Account Verification Service (Provide Service Name): _____
- E-Complish is Handling/Providing via Plaid™ Bank Verification Product
- Not Applicable – We are not accepting WEB transactions.

REQUIRED: If accepting Recurring ACH Transactions, there must be some sort of written AND Signed authorization from the Bank Account Holder/Payor. Please provide the written methods you are using to accept Recurring ACH transactions:

- Mailed/Emailed/Faxed Letter of Recurring ACH Details
- Verbal Recording of a Telephone Conversation. Recording Equipment Name and Model: _____
- E-Complish is Handling/Providing via EDOC E-Signature Product (via Automated PDF Agreements)
- Not Applicable – We are not accepting Recurring ACH Transactions.

To Expedite the Approval and Setup of Your ACH Account(s),
Please send an email with all attachments to Underwriting@e-complish.com or Fax to 240-331-9188

ACH Processing Application

Section 1: Corporate Information							
Legal Business Name		DBA (Doing Business As)		Primary Phone #	800 #	Fax #	
Mailing Address		Suite/Bldg.	City		State	Zip Code	
Physical Street Address		Suite/Bldg.	City		State	Zip Code	
Federal Tax ID	SIC/NAICS Code	Primary Email			Website Address		
<input type="checkbox"/> C-Corp	<input type="checkbox"/> S-Corp	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other	<input type="checkbox"/> Private <input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public <input type="checkbox"/> Other
Business Type							
State of Incorporation	Formation Month/Year	Brief Description of Business Product/Services			# Of Employees	# Of Locations	

Section 2: Corporate Structure and Ownership							
If Proprietorship, list Principal Owner(s); If Partnership, list all Partners; If Corporation, List C-Level Officers.							
Principal #1							
Principal Name #1		Title		Work Phone	Home Phone	Cell Phone	
Physical Address		Apt./Suite	City		State	Zip Code	
Date of Birth	Social Security Number						
Principal #2							
Principal Name #2		Title		Work Phone	Home Phone	Cell Phone	
Physical Address		Apt./Suite	City		State	Zip Code	
Date of Birth	Social Security Number						
HAVE PRINCIPALS FILED PERSONAL/BUSINESS BANKRUPTCY DURING THE PAST 10 YEARS?					<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IF YES, PLEASE ATTACH FULL EXPLANATION, INCLUDING DATE(S), AMOUNT(S) AND DISPOSITION(S)							
ARE THERE ANY TAX LIENS OUTSTANDING AGAINST BUSINESS OR PRINCIPAL(S)?					<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IF YES, PLEASE ATTACH A FULL EXPLANATION, INCLUDING DATE(S), AMOUNT(S), AND DISPOSITION(S)							

Section 3: Credit References				
Creditor	City & State	Telephone #	Contact	Account #

Section 4: Bank References			
Bank Name	Bank Officer Name	Telephone #	Account #

Section 5: ACH Processing and Proof of Authorization										
<p>Please Note: This Section requires some knowledge of ACH Processing and the various SEC Codes. You are encouraged to visit https://www.nachaoperatingrulesonline.org/ to establish a free online account for overview of ACH Rules/Regulations/Definitions.</p>										
Does your organization intend to process Debits, Credits, or Both?	<input type="checkbox"/> Debits <small>(Debiting Monies from an Account)</small>		<input type="checkbox"/> Credits <small>(Sending Monies to an Account)</small>			<input type="checkbox"/> Both				
Please Provide a 30-Day Estimate						\$				
	# Of Debits			# Of Credits			Average Trans. Amount			
Please select the type of ACH transactions your organization intends to process, (More than one can be selected).	<input type="checkbox"/> PPD	<input type="checkbox"/> CCD	<input type="checkbox"/> WEB	<input type="checkbox"/> TEL	<input type="checkbox"/> ARC	<input type="checkbox"/> BOC	<input type="checkbox"/> POP	<input type="checkbox"/> RCK	<input type="checkbox"/> C21	
Please describe your process of obtaining authorization to process an ACH transaction.										
Please attach an example of a 'Proof of Authorization' (POA) with this application.										
An example might be a signed, written authorization (for PPD/CCD transactions); a copy of an online receipt (for WEB transactions); a copy of a check (for ARC, BOC, POP, C21 & RCK transactions); a copy of a notification letter, fax, email or verbal recording (for TEL transactions).										

THE UNDERSIGNED CERTIFY AND WARRANT THAT THEY ARE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY, AND ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT.

Non-Agreement: E-Complish, LLC, has made NO promises, inducements, and or agreements (oral or written) to the applicant regarding the approval of the application, service fees, and any part of E-Complish LLC services agreement before approval of this application in writing.

Investigative Report: An investigative or consumer report may be made in connection with the application. Applicant(s) authorize E-Complish, LLC to investigate any references, statements, or data obtained from the company or any principals, officers, employees, or agents for this application and Agreement. Any information acquired through investigation will be kept strictly confidential, and if no agreement is reached, the received information will be deleted.

I agree that all information provided in the application is truthful and accurate.

EACH OWNER LISTED ABOVE IS TO SIGN BELOW:

 Signature of President/Owner/Partner/Member Title: _____ Date: _____

 Signature of President/Owner/Partner/Member Title: _____ Date: _____

 Signature of President/Owner/Partner/Member Title: _____ Date: _____

ACH PROCESSING AGREEMENT

This ACH Processing Agreement ("Agreement") is entered into as of the date signed "Effective Date" by and between E-Complish and the business entity indicated on the Merchant ACH Processing Application ('Merchant').

SERVICES PROVIDED

Merchant authorizes E-Complish to provide Automated Clearing House (ACH) services as a Third-Party Originator ('TPO') of ACH transactions. These transactions ("Entries" or "Entry") will be processed through a bank with whom E-Complish has an established relationship as the Originating Depository Financial Institution ('ODFI') under the terms of this Agreement, the Operating Rules ('Rules') of the National Automated Clearing House Association ('NACHA'), and the applicable Federal Regulations ('Regulations') governing ACH transactions. Entry or Entries shall mean either a Credit Entry or Debit Entry as defined in the Rules.

MERCHANT RESPONSIBILITIES

1. Authorization

Merchant will obtain authorization for each Entry according to the NACHA ACH Rules before debiting or crediting the Receiver's Account and maintaining the authorization records as necessary to resolve disputes. Merchant must maintain these 'Proof of Authorizations' for at least three (3) years after the termination of the authorization or for a period as specified by the Rules. E-Complish reserves the right to audit all merchant records pertaining to Proof of Authorizations and Rules periodically.

2. Submitting Entries

- a) Check Conversion Merchants shall use a check reader and POS terminal to create a debit Entry transmitted to E-Complish's Check Conversion Host Processing System.
- b) All other Merchants will use an E-Complish web-based SAAS (Software as a Service) solution called 'ACHNow' to enter transactions, import or use an API (real-time connection), or upload an ACH file containing Entries in a format acceptable by E-Complish.

3. Prohibited Transactions

Merchant is Prohibited from processing the following paper check types for submission to the ACH Network:

- a) Money Orders,
- b) Cashier's Checks,
- c) Traveler's Checks,
- d) Credit Card Convenience Checks,
- e) Government Checks,
- f) Insurance Checks,
- g) Amount Encoded Checks,
- h) Checks over 180 Days Old,
- i) Third-Party Checks (checks not specifically payable to the Merchant),
- j) and Payroll Checks.

4. Equipment and Communications

Merchant shall be solely responsible for its own point-of-sale data telecommunication lines and equipment necessary to transmit data between Merchant and E-Complish.

5. Inconsistency of Name and Numbers

Merchant acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and Account number, payment of the Entry transmitted by the Merchant may be processed, even if it identifies a person different from the named Receiver, and that Merchant's obligation to pay the amount of the Entry is not excused in such circumstances.

6. Notice of Errors

Merchant shall notify E-Complish immediately of any Entry Merchant discovers it has initiated or authorized in error. If such notice is received before the Entry has been delivered, E-Complish will attempt to create an 'Adjusting' Entry within limits provided by the Rules. If such information from the Merchant is received after the time provided above, E-Complish will reasonably cooperate with the Merchant to address the matter to the extent practical.

7. Cancellations and Amendments to Transmitted Entries

Merchant shall have no right to cancel or amend any Entry after its transmission to E-Complish. However, E-Complish shall use reasonable efforts to act on a request by Merchant for cancellation on an Entry before transmitting it to the ACH but shall have no liability if such cancellation is not affected. Merchant shall reimburse E-Complish for any expenses, losses, or damages E-Complish may incur in effecting or attempting to affect Merchant's request for the 'Reversal' of an Entry.

8. Processing Limits

The Merchant will be assigned a 'Single Debit Transaction Limit,' a 'Single Credit Transaction Limit' and a 'Daily Processing Limit.' All three (3) limits are calculated after receipt of this ACH Processing Application and subsequent Underwriting of the Merchant. The Merchant understands that the dollar limit of Entries transmitted by Merchant on any day shall not exceed the 'Single Transaction Limit' or the 'Daily Processing Limit' E-Complish will review transmittal limits after a sixty-day (60) review period and upon Merchant's request thereafter. E-Complish must approve changes in Merchant's processing limits in writing.

9. Regulatory Compliance

Merchant shall be solely responsible for ensuring that the Merchant's policies and procedures meet the requirements of the Rules and Regulations. Merchant agrees that it and its employees shall comply with the NACHA Rules, Federal Regulation E, the Uniform Commercial Code ("UCC"), laws of the United States of America, and all other applicable laws and regulations. E-Complish requires that there be no problems with compliance and reserves the right to terminate the Merchant immediately upon discovery of a breach of any Rules. Merchant is encouraged to consult Merchant's counsel regarding the compliance of authorization and payment procedures whenever there is any doubt about compliance. Merchant is encouraged to visit <https://www.nachaoperatingrulesonline.org/> to establish a free online account for ACH Rules and Regulations.

10. Returned Items and Re-presentments

Merchant shall be responsible for the management of all ACH 'Returns' and the subsequent re-submitting of the ACH Returns. ACH Returns shall be communicated to Merchant upon receipt from E-Complish' ODFI and the Federal Reserve System. Alternatively, the Merchant can choose to have E-Complish automatically re-submit eligible ACH Returns an additional one (1) or two (2) times and decide on a specific day per week to re-submit the ACH Returns. 'Auto-Resubmit' options are listed on Schedule A of this ACH Agreement.

11. Returned Entries, Notices of Change ("NOC"), and Unauthorized

Returned Entries shall be debited from Merchant's Account when received. Merchant shall be responsible for correcting all NOC returns. The Merchant shall be responsible for the resolution of all other returns. Merchant agrees not to initiate the representment of an Entry returned NOC until such time as the records have been updated to include the applicable (New) NOC information. Merchant is prohibited to initiate a representment of a previously 'Unauthorized Return.'

12. Unauthorized Returns

NACHA has set a 0.5% 'Unauthorized Return' rate for all Merchant Originators. Exceeding this percentage can lead to the termination of the ACH account with E-Complish. E-Complish will monitor this percentage monthly and warn the Merchant when they have exceeded the 'Unauthorized Return' threshold. E-Complish reserves the right to terminate Merchant without warning when the 'Unauthorized Return Rate' exceeds 0.5%.

13. Administrative Returns

NACHA has set a 3% 'Administrative Returns Rate' for all Merchant Originators. For example, 'Account Not Found,' 'Unable to Locate Account' or 'Account Closed' are examples of 'Administrative Returns.' Exceeding this percentage can lead to the termination of the ACH account with E-Complish. E-Complish will monitor this percentage monthly and warn the Merchant when they have exceeded the 'Administrative Return' threshold. E-Complish reserves the right to terminate Merchant without warning when the 'Administrative Return' rate exceeds 3%.

14. Overall Return Rate

NACHA has set a 15% 'Overall Return Rate' for all Merchant Originators. Exceeding this percentage can lead to the termination of the ACH account with E-Complish. E-Complish will monitor this percentage monthly and warn the Merchant when they have exceeded the 'Overall Return Rate' threshold. E-Complish reserves the right to terminate Merchant without warning when the 'Overall Return Rate' exceeds 15%.

15. 'DO NOT ACH' List in ACHNow

Per NACHA Rules, any 'Unauthorized' ACH Return that is cannot be re-submitted as a new ACH transaction unless a new authorization is obtained. Instead, the 'Unauthorized' ACH Return is placed on a 'Do Not ACH' list within the ACHNow ACH Processor and will appear under 'Unauthorized Returns' in the 'Account Overview' of ACHNow.

To resubmit a 'Previously Unauthorized Return' the Merchant must obtain a new authorization from the Bank Account Holder before the transaction can be resubmitted.

If a new authorization is obtained, the Merchant must first remove the transaction from the 'Do Not ACH' list in the ACHNow ACH Processor and then schedule a resubmit.

16. Reports

Merchant shall be responsible for reviewing, reconciling, and managing all reports provided by E-Complish. Merchant agrees to regularly and promptly review all Entries and other communications sent to Merchant and to immediately notify E-Complish of any discrepancy between Merchant's records, E-Complish records, or Merchant's bank records.

17. Designated Account

Merchant shall maintain a 'Designated Account(s)' at an ACH Receiving Depository Financial Institution ('RDFI') and shall keep sufficient funds in the 'Designated Account(s)' (Schedule D) to satisfy all obligations, including fees contemplated by this Account.

18. Security Procedures

Merchant is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Merchant warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and passwords. Merchant agrees to provide E-Complish a written list of authorized contact people for the Merchant (Schedule C). Merchant agrees to maintain which employee users have access to initiate and access ACH transmissions. Merchant agrees to track and edit user access as well as delete former users. Merchant acknowledges that the purpose of such security procedures is to verify the authenticity and not to detect an error in the transmission or content of an Entry. Merchant shall immediately notify E-Complish of any security breach.

19. Account Reconciliation

Entries transmitted by E-Complish will be reflected on Merchant's online reporting. Merchant agrees to notify E-Complish promptly of any discrepancy between Merchant's records and the information shown online. If Merchant fails to notify E-Complish of any discrepancy within ten (10) days. Merchant agrees that E-Complish shall not be liable for any other losses resulting from Merchant's failure to give such notice or any loss of interest or any interest equivalent concerning an Entry. If the Merchant fails to notify E-Complish of any such discrepancy within ten (10) days of receipt of such information, the Merchant shall be precluded from asserting such discrepancy against E-Complish.

E-COMPLISH RESPONSIBILITIES

20. Originating Entries

E-Complish shall use the information provided by the Merchant to originate Merchant's Entries to the ACH Network. Merchant understands that E-Complish may reject Merchant's Entries for any reason permitted or required by NACHA Rules or Regulations. Merchant further understands that E-Complish may reject Merchant's Entry, or its origination is delayed if the Entry would cause E-Complish to violate any Federal Reserve or other regulatory risk control program or any United States law or regulation.

21. Accepting Entries

- a) Check Conversion Merchants- E-Complish shall accept Entries via the check reader and POS terminal on a 24-hour basis. E-Complish shall only be responsible for Entries that arrive at our premises in the proper format.
- b) E-Complish will accept Entries via the E-Complish web-based.
- c) ACHNow solution or an API on a 24-hour basis.

22. Representations

E-Complish represents that it maintains all copyrights, system architecture, and maintenance that has received the SOC II (Type 2) accreditation. The SOC II (Type 2) examination indicates that selected processes, procedures, and controls have been formally evaluated and tested by an independent accounting and auditing firm. The examination included the company's rules related to managed security services, change management, service delivery, support services, backup and environmental controls, logical and physical security.

GENERAL TERMS

23. Term and Termination

This Agreement shall become effective on the date both parties have executed this Agreement ("Effective Date") and will remain in effect until terminated by either E-Complish or the Merchant. E-Complish can immediately cancel this Agreement and suspend all processing of originations, without advance notice, upon the request of its ODFI for any reason. The Merchant may terminate this Agreement at any time by giving 30 days prior written notice. "Merchant hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidates, trustee, or assignee in bankruptcy or insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

24. Method of Transfer

E-Complish will transfer all funds to a master account at its ODFI and E-Complish shall hold the funds until all preliminary returns have cleared, then the funds shall be transferred to the Merchant's Financial Institution and Account of Merchant's choice. The standard hold period is three (3) banking days, which may be extended.

E-Complish reserves the right to extend the hold period on Merchant's funds should any questionable activity occur or if the Merchant's Return rate increases significantly enough to warrant a longer hold period as required by NACHA Rules.

25. Daily Settlement and Processing

After the hold period has expired, E-Complish will credit Merchant's Designated Account. E-Complish will debit Merchant's Designated Account for the returned item plus fees and costs incurred by E-Complish. For example, if there are insufficient funds in Merchant's Designated Account to cover Merchant's obligations under this Agreement the Merchant agrees to pay E-Complish the amount of the deficiency on-demand in immediately available funds. At any time, E-Complish may debit any account maintained by Merchant without further notice to or approval from Merchant. Any Credit Entries that Merchant creates shall be debited from Merchant's Designated Account following the hold period before the credit is distributed to Merchant's payees' accounts. If the Debit Entry is returned for any reason, the Credit Entries shall be canceled due to the unavailability of funds.

26. Indemnification

Merchant and E-Complish shall mutually defend, indemnify, and hold harmless from and against any liability, loss, damages, costs, or expenses (including court costs and reasonable attorneys' fees) arising as a result of Merchant's or E-Complish breach of this Agreement, failure to comply with the then-current Rules or Regulations or applicable laws, any fraudulent, wrongful or negligent act or omission of Merchant, E-Complish or any of its employees, agents, independent contractors or customers, any unauthorized transmission or use of Merchant of data by E-Complish, any unauthorized Entry by Merchant, or any use by Merchant of the System or the Merchant Services other than in strict compliance with the procedures and terms outlined in this Agreement. The indemnification provisions hereof shall survive the expiration or earlier termination of this Agreement.

27. Liabilities and Limitation of Liability

E-Complish shall be responsible as a Third Party Originator ("TPO") for its performance of the ACH services as expressly provided for in this Agreement and shall be liable only in the event of its negligent, wrongful, or fraudulent acts or omissions, breach of this Agreement, failure to comply with the current Rules or Regulations, or applicable laws (individually and collectively "the wrongful conduct"), or the wrongful conduct of any of its employees, agents or independent contractors in performing or failing to perform these services. E-Complish shall not be responsible for any of Merchant's acts, errors, or omissions (including, without limitation, the amount, accuracy, timeliness of Entry transmission, or required Entry authorization); furthermore, E-Complish shall not be responsible for the acts, errors, or omissions of any other entities, banks, communication carriers or clearinghouses through which Entries may be originated, transmitted to or receive a transmission from. No such entity shall be deemed an agent of E-Complish. E-Complish shall not be liable for any loss, liability, or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, pandemics, government acts, labor disputes, failures in communication networks, legal constraints, or other events beyond our control. The parties agree to indemnify, defend, and hold each other harmless from and against all loss, liability, claim, or expense (including attorney's fees and costs) resulting from or arising out of (i) any claim by any person or entity alleging that a party is responsible for any act or omission of the other party or any other person or entity described in this section or (ii) any breach of or failure to comply with this Agreement by a party hereto fully or any person or entity associated or affiliated with a party hereto.

28. Governing Laws

This Agreement will be governed by and construed per the laws of the State of Maryland. The parties agree that all performances and Entries processed under this Agreement will be deemed to have occurred in Maryland and the City of Frederick. The Merchant's Entry into and version of this Agreement will be considered the business transaction within Maryland.

29. Entire Agreement

This Agreement, including all Schedules, the completed Merchant ACH Processing Application, the then-current NACHA Rules, and any amendments or supplements to this Agreement made per the procedures set forth are incorporated into this Agreement, constitutes the entire agreement between Merchant and E-Complish, and all prior or other agreements or representations, written or oral, are merged in and superseded by this Agreement.

30. Information Authorization

Merchant authorizes E-Complish to make any business credit inquiries necessary to review the acceptance and continuation from time to time. Merchant also authorizes any credit reporting agency to compile information to answer those credit inquiries and furnish that information to E-Complish.

31. Re-evaluation

E-Complish reserves the right to re-evaluate the Merchant after the initial approval of the Merchant ACH Processing Application.

32. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

33. Severability and Waiver

If any provision of this Agreement is illegal. In that case, the invalidity of that provision will not affect any of the remaining provisions. This Agreement will be construed as if the unlawful provision is not contained in this Agreement. Neither the failure nor delay by E-Complish to exercise, nor partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such request, nor shall it amend this Agreement. E-Complish' Partner must sign all waivers.

34. Damage Waiver

E-Complish shall not be liable to Merchant. Merchant shall not be liable to E-Complish for any special, consequential, indirect, or punitive damages, whether (i) any claim for these damages is based on tort or contract or (ii) E-Complish or Merchant knew or should have known the likelihood of these damages in any situation. E-Complish makes no representations or warranties other than those expressly made in this Agreement.

35. Amendments

E-Complish may change terms and conditions outlined in this Agreement at any time upon thirty (30) days written notice. Such changes shall supersede any previous terms and conditions. Merchant will be deemed to have agreed to the changes if Merchant continues to transmit transactions to E-Complish after seven (7) business days following the notice. The Merchant may terminate the Agreement upon such change solely by written notice of Merchant's intentions within ten (10) calendar days after receiving the amendment notice from E-Complish.

36. Non-Assignment

Neither party may assign this Agreement or any of the rights or duties of this Agreement without the prior written consent of the other party, for which consent may be withheld at the discretion of either party.

35. No Pending Litigation

There is no action, suit, or proceeding pending or to either party's knowledge threatened, which if decided adversely would impair either party's ability to carry on its business substantially as now, conducted or which would adversely affect either party's financial condition or operations.

36. Attorney's Fees

Merchant shall be liable for and shall indemnify and reimburse E-Complish for all attorneys' fees and other costs and expenses paid or incurred by E-Complish in the enforcement of this Agreement or in collecting any amounts due from Merchant to E-Complish or resulting from any breach by Merchant of this Agreement. E-Complish shall be liable for and shall indemnify and reimburse Merchant for all attorneys' fees and other costs and expenses paid or incurred by Merchant in the enforcement of this Agreement or in collecting any amounts due from E-Complish to Merchant or resulting from any breach by E-Complish of this Agreement.

37. Binding Agreement

This Agreement shall be binding on and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns. The individual(s) signing this Agreement in a representative capacity on behalf of the Merchant represent and warrant complete authority to bind the Merchant to this Agreement fully. Only an executive of E-Complish is authorized to sign this Agreement on behalf of E-Complish. This Agreement is not for the benefit of any other person, and no other person shall have any right against Merchant or E-Complish hereunder.

ACCEPTANCE OF TERMS OF AGREEMENT AND ALL SCHEDULES

BY SIGNING BELOW, THE MERCHANT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF SERVICE AND AGREES TO BE BOUND BY ALL ITS TERMS AND CONDITIONS, INCLUDING ALL ATTACHED SCHEDULES (A), (B), (C), (D) AND (E).

Merchant/Company Name: _____ Date: _____

Signature: _____ Print Name: _____ Title: _____
(Authorized Signatory)

THIS SECTION WAS LEFT INTENTIONALLY BLANK

Pricing and ACH Options Schedule A

This ACH Pricing and ACH Options Schedule A is now made as part of the Merchant ACH Processing Agreement between the parties hereto as it may be altered from time to time and is subject to all the terms and conditions thereof.

ACH Setup Pricing:

ACH Processor One-time Setup and Software Licensing and Training	\$495.00
ACH Processor Monthly Support:	\$49.95/Account
(Optional) Additional ACH Processor Account Setup(s)	\$200.00/ea.

Recurring ACH Transaction Pricing:

Transaction Fee	\$0.10
Batch Fee	\$5.00
ACH/Correction Return Item Fee	\$2.00
Unauthorized ACH Return Item Fee (R05, R06, R07, R10, R29, R51, etc.)	\$30.00

OPTIONAL ACH SETTINGS

E-Complish provides three (3) ACH Options that should be considered and reviewed that will save you time and money. ACH Processing is a very time-centric process. ACH gets paid first at a Receiving Bank (RDFI), before any pending paper checks at a Receiving Bank (RDFI) to reduce Non-Sufficient Funds ACH Returns. With that in mind, ACH Processing timing is a huge consideration when it comes to collections and recovery.

E-Complish has developed several options that create an advantage of ACH Processing and Timing that produce 'Paid' ACH transactions.

ACH Option #1: 'AutoSend'

AutoSend is a scheduled process to process the 'Ready to Process' transactions at a particular time of day. This is a convenience/time-saver that will wrap up and process your pending ACH transactions. Using ACHNow, everything that is sitting in our ACHNow 'Ready to Process' bucket is processed at your selected time of the day.

Please Note:

If you are using an E-Complish product like HostPay, VirtualPay, you will automatically be set to Auto-Send at 7:00 PM ET Daily (including weekends).

Enable Auto-Send to automatically process transactions at a specific time of the day

Please Indicate Desired Time: _____ (7:00 PM EST Limit)

Pricing and ACH Options Schedule A (Cont'd)

ACH Option #2: 'Auto-Resubmit of ACH Returns' Strategic Recovery

The E-Complish 'Auto-Resubmit' process is a very robust system with several options that you should consider. The Auto-Resubmit process will ONLY resubmit items that can be resubmitted per NACHA Rules. Meaning, the only ACH Returns that are being resubmitted are 'R01' (NSF) and 'R09' (Uncollected Funds) and are confirmed to not be on our 'DO NOT ACH' list (meaning there are no 'Unauthorized Returns' received for that same Bank Routing and Account Number in the past.)

This process protects you as the Merchant from resubmitting returns that are not allowed and could thereby create 'Receiving Bank' complaints to NACHA and possible fines. Bottom line, E-Complish protects you from this sort of NACHA complaint and the fine by only Re-Submitting what is eligible to be resubmitted.

Additionally, we give you the option of how many times you want to resubmit the ACH Return with a maximum of two (2) Re-submits.

Lastly, we allow you to choose the day we will auto-resubmit the ACH Return. Most ACH Processors just resubmit the ACH transaction the same day they received the ACH Return. Our thoughts are if the account holder does not have the funds today, then why would they have it tomorrow?

With that thought in mind, E-Complish enables you to select the next day to re-submit the ACH Return. the ability the day that you would like to Auto-Resubmit and even the amounts to resubmit.

Please Note: The Auto-Resubmit Processing option will delay the Reporting of the ACH Return by 5-10 days (depending on how many Resubmits you select)

- Selecting One (1) Resubmit will delay reporting of the ACH Return by approximately five (5) Days.
- Selecting Two (2) Resubmits will delay reporting of the ACH Return by approximately ten (10) Days, if

Expected/Estimated Recovery:

- If Auto-Resubmitting ACH Returns One (1) additional time, you should expect about 35% Recovery. Meaning 35% of your Auto-Resubmits will be recovered and considered Paid, (using our Resubmit on Thursday's approach.)
- If Auto-Resubmitting ACH Returns a second time or Two (2) additional times, you should expect about 20% Recovery the second time.

Please select if you would like to Re-Submit eligible ACH Returns, indicate the number of Resubmits, the Amount of ACH Resubmit and Day to Resubmit. We would like to know what day per week you would like to resubmit ACH Returns.

E-Complish Note: We recommend every Thursday because it will present to the RDFI Account the morning of Friday which is when most Payroll Deposits and Bill-Pays happen. The goal is to resubmit the ACH Return before all other banking services start deducting the consumer's bank account.

Enable Auto Resubmitting of R01 & R09 ACH Returns

Frequency: _____ (One (1) or Two (2) more times *after* first Return)

Amount NOT to Resubmit: Any amounts BELOW \$ _____ or ABOVE \$ _____

Time Interval (Every Thursday is Recommended): _____

Account Limits, Settlement Schedule B

Single ACH Transaction Limits*:

\$TBD after Underwriting*

Daily ACH Processing Limits*:

\$TBD per day for ACH Debits*
\$TBD per day for ACH Credits*
\$TBD per day for ACH Processing*

Settlement Guidelines:

1. All merchant ACH debit transactions will be held for the industry-standard three (3) banking business days; for Example, Monday's processing is in your bank on Friday.
2. All merchant ACH credit transactions will be held for the industry-standard two (2) banking business days (ex: Monday's processing is sent to receiving bank on Wednesday) unless requesting the Credit Reserve option below.
3. All RCK debit transactions will be held for the industry-standard five (5) banking business days (ex: Monday's processing is in your bank on the following Tuesday)
4. All settlements (unless requested a Reserve) to the Merchant's Settlement Account will be the net of returns and ACH transaction.
5. Reporting of the Net Settlement is available online when the settlement is submitted for payment.
6. All Support fees will be debited on the first (1st) of each month. No invoice will be provided for these transactions.

Account User Information Schedule C

Name to Appear on Consumer Bank Statements

 Address

 City State Zip

Phone Number for Consumers to Call for Information

The following individuals are authorized to approve the origination of ACH or electronic funds transfers on behalf of the Merchant. The Administrator is responsible for notifying E-Complish of changes needed for employee user ID and passwords for those staff members accessing the ACH Processor. The authorized staff can then have varying degrees of access to the program's capability.

1. ACCOUNT ADMINISTRATOR(S)

(In addition to all processing capabilities AND are authorized to submit both DEBITS AND CREDITS):

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

2. ACCOUNT USER(S)

(These Users will have basic processing capabilities AND can submit DEBITS ONLY):

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

 Printed Name Signature Email Address

Designated Accounts Schedule D

Settlement Account: (REQUIRED)

This is the account where your funds will be deposited and debited daily.

Settlement Bank ABA Routing Number:

--	--	--	--	--	--	--	--	--	--

Settlement Bank Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Billing Account: (This can be the same as the Settlement Account Above*)

This is the Account where the following items will be debited.

- Setup Fee
- Transaction/Return Item Fees
- Monthly Support

Billing Bank ABA Routing Number:

--	--	--	--	--	--	--	--	--	--

Billing Bank Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Monthly Billing (Optional)

Enable Monthly Billing via Paid Invoice at \$300.00/mo. Fee

E-Complish debits all ACH fees daily with each fund’s settlement (just like a credit card processor). However, monthly billing is available for an additional fee.

If you would like monthly billing instead of daily fees, under this option, E-Complish will send a monthly paid invoice and use the billing account for payment.

Please Note:

Monthly billing is a manual process and an increased risk for E-Complish. You agree to a monthly fee that will be included on your paid invoice. This option is available to current accounts in good standing only and can be revoked at any time.

I authorized E-Complish, to credit and debit the above Designated Account(s), in a recurring manner, as agreed in this ACH Agreement.

Merchant/Company Name: _____ Date: _____

Signature: _____ Print Name: _____ Title: _____
(Authorized Signatory)

Confidentiality and Non-Disclosure Agreement Schedule E

This Confidentiality and Non-Disclosure Agreement is entered into by and between _____ ("Merchant") and E-Complish, LLC ("E-Complish") with regards to all Applications, Agreements, Schedules, and current and future business dealings. The term of this Confidentiality and Non-Disclosure Agreement will be five (5) years and renew yearly after that.

1. **Confidentiality.** Either party may request certain Confidential Information from time to time. In that regard, we each agree to keep all Confidential Information confidential and not to disclose or reveal any of it in any manner except for disclosures: (i) to those of our directors, officers, employees, advisors, and agents (collectively "Representatives") who need to know such information to evaluate the proposed Agreement it being understood that those Representatives will be informed of, and will be bound by, the confidential nature of the Confidential Information and the terms of this Confidentiality Agreement, and (ii) as otherwise permitted by this Confidentiality Agreement.
2. **Confidential Information.** The term "Confidential Information" shall mean all information disclosed in writing by one party to the other party, marked "CONFIDENTIAL" by the disclosing party at the time of disclosure. "Confidential Information" shall also include certain oral information disclosed by one party to the other party, provided that the disclosing party designates such information as confidential at the time. Notwithstanding the preceding, information disclosed by Merchant and E-Complish concerning proposals, financial and pricing information and rates, product and marketing plans, and customer lists are hereby deemed confidential information regardless of whether it is so identified. The term "Confidential Information" does not include any information which: (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) is rightfully received from a third person without knowledge of any confidentiality obligation, (iv) is independently acquired or developed without violating any of our obligations under this Agreement, (v) is disclosed to a third person by the disclosing party without similar confidentiality restrictions on such third person's rights, or (vi) is approved for release by written authorization of the disclosing party.
3. **Required Disclosure.** If either Party of our Representatives is requested under or required by applicable law, regulation, or legal or administrative process to disclose any of the Confidential Information, we will notify the disclosing party in writing so that such party may seek a protective order or other appropriate remedy or, in its discretion, to waive compliance with the terms of this Confidentiality Agreement. If no such protective order or other remedy is obtained, or if such party does not waive compliance with the terms of this Confidentiality Agreement, we each agree to furnish only that portion of the Confidential Information which we are advised by counsel is legally required to use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information.
4. **Specific Performance.** Any breach of our confidentiality undertaking by anyone making any disclosure or misappropriation of Confidential Information could cause irreparable harm to the non-breaching party, the amount of which would be arduous to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for a breach of this Agreement. Specific performance and injunctive relief shall be appropriate remedies for such breach or any threat of such breach. Such remedies shall not be deemed the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity.
5. **Amendments and Waivers.** This Agreement may be amended or modified, and any of the terms or covenants hereof may be waived, only by a written instrument duly executed by each of the parties hereto, or in the case of a waiver, by the party waiving compliance.
6. **Applicable Law.** This Agreement shall be governed by and construed per the laws of the State of Maryland, the City of Frederick. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
7. **Term.** This Confidentiality Agreement shall become effective upon the date of execution and shall continue for a period of five (5) years after that. The obligations to protect the confidentiality of any Confidential Information received before such termination shall survive termination of this Agreement for so long as such information continues to be Confidential Information. Suppose after the initial five (5) year period, and at such time we are no longer working with each other. In that case, we each agree upon a written or oral request to return to the other the original and all copies of the Confidential Information in our possession or possession of our Representatives. We will certify the destruction of all copies of any analysis, compilations, studies, or other documents prepared by us or for our internal use which reflect the Confidential Information, except that a single copy of the Confidential Information may be retained by the receiving party's attorneys solely as an archival record of the materials received.