

New Client Information Form

Please submit agreement at least 3 business days prior to sending any transactions to allow time for set up. Set ups are completed during normal business hours 8am-5pm CST Monday-Friday. Contracts are not entered on non-processing holidays.

Processor _____ PIN _____

CLIENT/COMPANY INFORMATION – *ALL information below is REQUIRED*

DBA Name _____

Legal name _____

Ownership (Full names of all company owners/officers/members are required)

Tax Identification Number* _____ Years in Business _____ Company Phone # _____

**Federal Tax ID # verification is required. Acceptable verification options include: any official document from a trusted third party listing company name along with tax ID (i.e. any IRS Form letter including SS-4 or 147-C, tax return signed by entity & preparer, printout from EFTPS showing full tax ID, etc.)*

Client's Main Contact Name _____ Client's Email Address _____

Address _____

(Physical/street address only; PO Boxes are not accepted)

City _____ State _____ Zip _____

NATURE OF THE BUSINESS

Products/Services ([NAICS Code](#)) _____
(i.e., what type of products/services does the company provide to its customers? Please be as specific as possible.)

Is the client engaged in any marijuana-related activity? Y N

Is the client engaged in any CBD or Hemp related activity? Y N
(If yes to Hemp, please provide a copy of the appropriate license. If yes to CBD, please provide a list of the brands sold)

Will the company's ACH transactions be funded (via wire or ACH) from a non-US based bank account? Y N

Will the destination bank account of funds from the company's ACH transactions result in funds being sent (via wire or ACH) to a non-US based bank account? Y N

PROCESSING INFORMATION


Date Sending First File: _____

Bank Information: Corporate/Business Account Consumer/Personal Account

Routing Number _____ Checking Account Number _____
(Must match the account in section 5.8 of the Agreement)

Direct Deposit Processing Window

(For payroll - Please fill out Payroll Transaction Estimates box)

- 3 Day Processing Window (24 hour) 5 Day Processing Window (72 hour) 
 4 Day Processing Window (48 hour) Wire Wire Drawdown
 Premium 4 Day Window Seasonal (select a processing window)

Payroll Transaction Estimates:
 Highest total Company payroll: _____
 Highest employee paycheck: _____

Type of Transactions to be submitted and frequency of these transactions:

- | | | | | | | | |
|---|--------------------------------|---------------------------------|------------------------------------|---------------------------------------|----------------------------------|------------------------------------|---------------------------------------|
| <input type="checkbox"/> Payroll Direct Deposit | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |
| <input type="checkbox"/> Billing (fees) | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |
| <input type="checkbox"/> Tax Impound | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |
| <input type="checkbox"/> Tax Payment | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |
| <input type="checkbox"/> Vendor Payment | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |
| <input type="checkbox"/> Net Pay Impound | <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi weekly | <input type="checkbox"/> Semi monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Periodically |



Company Authorization Agreement

THIS AGREEMENT is made this _____ day of _____, 20_____, among _____ (COMPANY) whose address is _____ City _____ State _____ Zip _____ (PHYSICAL ADDRESS), _____ (PROCESSOR), and KOTAPAY (KP).

Definitions: The terms stated below shall have the following meaning:

Table with 2 columns: Term and Definition. Terms include KP, PROCESSOR, COMPANY, TRANSACTEE, ACH, Nacha, BANK, CREDIT, and DEBIT.

I. Services Provided

- 1.0 Company has authorized Processor to create and transmit ACH files to KP for the purpose of transferring funds through the Automated Clearing House (ACH) pursuant to the terms of this Agreement...
1.1 COMPANY UNDERSTANDS THAT KP PROVIDES ITS SERVICES ONLY TO PROCESSOR AND COMPANY TO FACILITATE THE MOVEMENT OF FUNDS THROUGH THE ACH.

II. Automated Transfers

- 2.0 Company represents and warrants it will have sufficient funds on hand in the bank account disclosed herein to honor all transfer instructions received and processed by KP.
2.1 Transfers and Transmittals: KP may refuse to follow Processor's transfer instructions if KP reasonably and in good faith believes that Company's bank account balance is insufficient to fund the dollar amount of the payment instructions...
2.2 If any amount transferred from or to the accounts of Company, Company's Transactee or Company's Customer is dishonored or returned for any reason, is deemed unauthorized or contested, is reversed by Company, Company's Transactee and/or their banks, or is otherwise transferred in error, KP:
2.3 Company and Processor represent and warrant that all debit and credit entries have been and will be authorized and that a record of such authorization is of record.
2.4 Company and/or Company's customer or Transactee shall have 60 days from the transaction date to notify Processor or KP, in writing, of any discrepancies, errors or problems with a processed transaction...
2.5 Company and PROCESSOR understand, agree, and acknowledge that as part of the ACH process, once Processor, and/or Company instruct KP to cause funds to be debited from the accounts of Company, or Company's Transactee, (i) such funds may be placed directly into one or more KP accounts and then transmitted by KP from that account to payee (ii) KP shall be the only entity authorized on such accounts, and (iii) such funds shall be owned by Company, but in an account under the name of KP for the benefit of Processor, Company or Company's Transactee.

- 2.6 Processor and Company shall have no right to cancel or amend any entry after its receipt by KP. At Processor's or Company's request, KP shall use reasonable efforts to cancel or amend an entry prior to transmittal to the ACH system, but shall have no liability if such cancellation is not effected.
- 2.7 The processing time limitations are located on the following website: www.kotapay.com

III. Liability and Indemnification

- 3.0 PROCESSOR AND COMPANY SHALL INDEMNIFY AND HOLD KP HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, LOSS, DAMAGES, COSTS OR EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, ARISING OUT OF: (a) A BREACH OF ANY AGREEMENT BETWEEN OR AMONG COMPANY, PROCESSOR AND KP, INCLUDING, BUT NOT LIMITED TO, ANY BREACH OF REPRESENTATIONS AND WARRANTIES; (b) A FAILURE BY COMPANY OR PROCESSOR TO COMPLY WITH ANY GOVERNING RULE, INCLUDING THE RULES OF THE NACHA SYSTEM, AND OTHER RULES, REGULATION, OR LAW; (c) A FRAUDULENT, WRONGFUL, ILLEGAL OR NEGLIGENT ACT OR OMISSION OF COMPANY, PROCESSOR OR ANY OF THEIR OWNERS, EMPLOYEES, AGENTS, AFFILIATED ENTITIES OR INDEPENDENT CONTRACTORS (CUMULATIVELY, "RELATED PARTIES"); (d) ANY UNAUTHORIZED TRANSMISSION BY COMPANY, PROCESSOR, OR RELATED PARTIES OF DATA, (e) ANY UNAUTHORIZED ENTRY BY COMPANY, PROCESSOR, OR RELATED PARTIES OF INFORMATION INTO THE ACH NETWORK, (f) ANY USE BY COMPANY, PROCESSOR, OR RELATED PARTIES OF THE SERVICES PROVIDED BY KP, (g) ANY SERVICES PROVIDED BY KP TO COMPANY, PROCESSOR, OR RELATED PARTIES INCLUDING BUT NOT LIMITED TO CLAIMS OF PROCESSOR'S OR COMPANY'S CUSTOMERS, EMPLOYEES, OR OTHER TRANSACTEES THAT A TRANSFER WAS UNAUTHORIZED OR THAT AN ACCOUNT CONTAINED INSUFFICIENT FUNDS, OR RELATING TO THE ISSUANCE OF A STOP PAYMENT ORDER, AS WELL AS ANY CLAIM ASSERTED BY ANY TAXING AUTHORITY WHOSE CREDITS MAY HAVE BEEN REVERSED OR BY ANY BANK THAT MAY HAVE SUFFERED DAMAGE OR LOSS BECAUSE OF INSUFFICIENT FUNDS OF COMPANY, EXCEPT WHERE THE CLAIM, LOSS, DAMAGES, COSTS OR EXPENSES AROSE OUT OF KP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (h) ANY INQUIRY BY ANY LAW ENFORCEMENT, REGULATORY, OR ADMINISTRATIVE AGENCY, WHETHER, LOCAL, STATE, FEDERAL, FOREIGN OR SELF-REGULATORY ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, A CIVIL INVESTIGATIVE DEMAND, SUBPOENA, OR ANY OTHER FORMAL OR INFORMAL REQUEST FOR INFORMATION OR DOCUMENTS REFERRING OR RELATING TO PROCESSOR, COMPANY OR RELATED PARTIES.
- 3.1 Processor and Company authorize KP to make withdrawals, at any time, from any Processor or Company account, including, if available, any reserve account, to cover any claims, liability, loss, damages, costs or expenses, including court costs and reasonable attorney fees as described above, incurred by KP. KP may indefinitely retain reserve or other funds in KP's possession following termination of the parties' contractual arrangement until KP determines, in its sole discretion, that KP has not presently incurred and does not anticipate incurring any claims, liability, damages, costs or expenses, including court costs and reasonable attorney's fees.
- 3.2 KP is not responsible for the actions of Processor, Company, or others with respect to the amount, accuracy, and timeliness of transmittals or authorization of entries received from (i) Processor or (ii) generated by KP at the direction of Company, Processor or their customers. The acts of any other person or organization including, without limitation, banks or other financial institutions, or transmission facilities, shall not be deemed the acts of KP. Processor and Company shall hold KP harmless from any transfers KP makes upon the direction of Processor, Company, or their customers when such direction is without proper authority and/or in error. Processor and Company agree that they are responsible and liable for any failure to have authorization for any transfers contemplated hereunder.
- 3.3 KP's liability to Processor, Company, and any other person or entity, shall in no event exceed the charges obtained by KP for the effected transaction. In no event shall KP be liable for consequential, special or punitive damages or loss of profits.
- 3.4 To the extent that KP's ability to provide the equipment, facilities or personnel is delayed, reduced, or interrupted by a force beyond KP's control, including, but not limited to, acts of God, public enemy, inclement weather, interruption of communications systems, physical damage to KP's premises, labor disputes, orders or directives of any governmental or quasi-governmental authority, KP shall not be required to perform its obligations under this Agreement or be liable to Processor, Company or Company's Transactee for any failure to perform.
- 3.5 Confidentiality: Each party acknowledges and agrees that it may obtain certain confidential information from the others in the course hereof. Such information includes, but is not limited to, pricing and technical information, operating procedures, and other information pertaining to the business and customers of each party ("**Confidential Information**"). Such Confidential Information does not include: (a) information that is publicly available; (b) information received from a third party not in violation of any confidentiality obligation; (c) information already known by the receiving party at the time of the disclosure; (d) independently developed information and (e) information suggesting or indicating that a transfer of funds through KP has been returned, reversed, claimed to be unauthorized or otherwise contested. Each party agrees: (i) to maintain the confidentiality of the others' Confidential Information, using efforts no less protective than such party uses in the protection of its own information; (ii) not to disclose such information to any third party, except auditors and regulators, or as otherwise required by law; (iii) not to use such information for any purpose whatsoever other than for its performance hereunder; and (iv) to return all Confidential Information to the other parties upon request. Parties agree to comply with all applicable local, state, and federal laws, the Nacha rules, and, in addition, to comply with KP's settlement bank privacy policy.

IV. Fees

- 4.0 Processor, pursuant to the terms of the Processor Agreement, has authorized KP to electronically collect all sums of money due KP for services provided. In the event KP is unable to collect all sums of money due KP from the Processor and/or KP has discontinued processing transactions for Processor, and Company agrees to continue services from KP for any pending or future transactions, KP may contact Company to make arrangements to collect all sums of money due KP pursuant to the terms and conditions of this agreement.
- 4.1 In case of a reversal, or other costs, expenses, or losses that KP may incur in processing items for Processor or Company, the Processor and/or Company agree that KP may submit the item for payment and Processor and/or Company will be charged an amount including a late fee as provided herein and/or later supplemented. If further collection attempts are required, all KP's costs, expenses, losses, and collections costs, including attorney's fees, where permitted by law, will be charged to Processor and/or Company; further, KP is authorized to transfer all amounts from Processor and/or Company accounts, including reserve accounts, if available, to reimburse KP for all losses.
- 4.2 Processor and Company agree that any interest that may accrue on any funds transferred to KP's settlement account is the property of KP.

V. Miscellaneous

- 5.0 **Entire Agreement:** This Agreement, whether executed as one instrument or in counterparts (including by pdf), any addenda, the KP Processor Agreement, and the Authorization for Debit and Credit Electronic Funds Transfers constitute the entire Agreement between and among Processor, Company and KP, and correctly describe the parties' mutual understanding of this Agreement. Any and all oral or written agreements, representations or understandings between the parties entered into or made prior to or made contemporaneously with the effective date of this Agreement have been incorporated into this Agreement or were revoked, released or terminated before the effective date of this Agreement. No modifications, deletions, additions, or amendments to this Agreement shall be binding on KP unless the same are reduced to writing, and the writing is signed by KP. All of the terms of this Agreement are subject to the approval of KP and unless KP has executed this Agreement, such approval has neither been obtained nor granted. The parties to this Agreement agree to execute whatever documents are reasonably necessary to carry out the terms and effect of this Agreement.



- 5.1 **Relationship of Parties:** The parties' relationship hereunder is to be that of independent contractors. This Agreement is solely for the benefit of the undersigned and may not be relied upon or enforced by any third party. In no event shall KP be deemed an agent, employee, partner or joint venturer of Company or Processor, or have the power or authority to bind them in any way; nor shall Company or Processor be deemed an agent, employee, partner or joint venturer of KP, or have the power or authority to bind it in any way.
- 5.2 **Governing Law:** This Agreement shall be governed by the laws of the State of North Dakota; Nacha; and applicable state or federal law. Any dispute regarding this Agreement shall be tried and litigated exclusively in the United States Federal District Court for the Southeast Division of the State of North Dakota, Fargo, North Dakota or the District Court for Cass County, Fargo, North Dakota.
- 5.3 **Termination of Agreement:** Any party to this Agreement may terminate this Agreement upon fifteen (15) days' written notice, except that upon KP's sole determination that Company or Processor, or their Related Parties (i) have failed to observe any term or condition of this Agreement applicable to them, (ii) have not provided KP with honored funds, (iii) have violated any applicable rule, regulation or law, (iv) have engaged in a fraudulent, wrongful, illegal or negligent act or omission, (v) have been made the subject of an inquiry by any governmental or self-regulatory body, (vi) have misrepresented any fact to KP, (vii) have become a credit risk to KP, (viii) have failed to immediately alert KP of a credible basis for believing that they are under investigation, or (ix) have refused to provide information to enable KP to make a determination as to (i) through (viii), KP may immediately terminate this Agreement by written notice to Company and Processor. Company and Processor also have an affirmative duty to inform KP immediately of any inquiry by any law enforcement, regulatory, or administrative agency once they have a credible basis for believing that such an inquiry has commenced. Consistent with this duty, Company and Processor must furnish to KP copies of any subpoenas, civil investigative demands, requests for information, as well as any reports of findings and cease and desist orders (or their equivalent), except where expressly prohibited by law. Failure to satisfy this duty to notify shall represent a separate basis for immediate termination. KP may immediately terminate this Agreement upon written notice sent to Company and Processor. Processor's and Company's representations, warranties, obligations and duties shall survive termination of this Agreement, and Company and Processor shall continue to indemnify and hold KP harmless and shall be liable to KP for all sums of monies due and payable hereunder to KP. Reserve and other Company or Processor funds in KP's possession following termination of the Agreement may be retained indefinitely by KP until such time as KP determines, in its sole discretion, that it has no present or anticipated claim for indemnification from Company or Processor. Provided, however, that a determination by KP that there is no present or anticipated claim for indemnification will in no way affect Processor or Company's continuing obligation to indemnify and hold KP harmless.
- 5.4 **Term of this Agreement:** The term of the Agreement will be for one (1) year from the date of this Agreement. Agreement will automatically renew for subsequent successive periods of one (1) year thereafter, unless either party provides the other parties with written notice of termination fifteen (15) days prior to the end of any succeeding term of this Agreement.
- 5.5 **Electronic Funds Transfer (15 U.S.C. § 1693):** Company represents and warrants that it has been fully advised by its financial institutions, and represents and warrants that all of the parties having funds debited and/or credited to or from their financial accounts, pursuant to this Agreement, are fully advised of and aware of (i) their rights, remedies and responsibilities pursuant to the Electronic Funds Transfer Act, as found at 15 U.S.C. § 1693, including, but not limited to, the right to receive documentation and the right to stop payment of preauthorized transfers, and (ii) any charges for electronic funds transfers. Further, Company and Processor represent and warrant that they are in full compliance with the Act.
- 5.6 **Compliance:** Company and Processor agree to remain in compliance with the rules and requirements of the Office of Foreign Assets Control Department (OFAC). Processor/Company agrees to identify its customers and/or employees, each or both of which are applicable pursuant to law, to the extent necessary to comply with their and Kotapay's obligation to comply with the OFAC, including identification of beneficial owners. For more information, please see the following sites:
 - <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>
 - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>
 - <https://www.occ.treas.gov/topics/compliance-bsa/bsa/index-bsa.html>
- 5.7 **Right To Audit:** Processor and Company agree that KP and any regulatory authority with supervisory authority over KP may at any time, at their individual discretion, audit Processor/Company's compliance with: (a) the terms of this Agreement; (b) the Nacha Operating Rules; and (c) applicable local, state, federal, and foreign regulations or law. Processor and Company agree that the cost of the audit will be paid by Processor and/or Company and that the audit report will be the property of KP, with a copy supplied to Processor and/or Company. Processor and Company agree that they will remedy all matters identified in the audit report within 21 days of the date of the audit report and provide to KP written verification of this remediation. KP may, at its sole discretion, permit an extension of this 21-day period.
- 5.8 **Account Authorization:** Company authorizes Processor and or KP to initiate electronic debit and or credit entries to and from the bank account disclosed below, and to/from any other bank accounts subsequently identified by Processor/Company in writing. Company understands that adjustment entries may be made to this account (and subsequently identified accounts) to ensure an accurate and balanced accounting of all transactions. This authorization will remain in effect until Company cancels the authorization in writing.

Bank Name _____ Name on Bank Account _____
 Routing Number (nine digits) _____ Checking Account Number _____
- 5.9 **Financial Reporting:** Processor/Company agree to provide KP, within 30 days of demand, with updated financial information regarding Processor/Company, including but not limited to Processor/Company's most recent and current balance sheet, income statement, bank statement, and, if requested, tax return.
- 5.10 **Change in Ownership or Address:** Processor/Company agree to provide KP with notice of any change in ownership, together with any information relating to the change and the new owners as requested by KP, at least 10 days prior to change of ownership. If the change in ownership results in the creation of a new entity, Processor/Company shall provide KP with all applicable information regarding the new entity, including but not limited to its certificate of authority (or its equivalent) to transact business, taxpayer identification and related information. Company and Processor warrant that they will inform KP of their current place of business and provide periodic updates of any changes.
- 5.11 **Notification:** All notices or other communications required or permitted hereunder shall be in writing and shall be effective upon the earliest of: (a) personal service, (b) upon receipt if mailed, (c) the next business day, if sent by overnight courier within the United States, or (d) upon confirmation (including electronic verification) of receipt addressed:

If to KP: Attention: Risk Department 4334 18 th Avenue South, Suite 200 Fargo, ND 58103	If to Processor: To the location/fax number/e-mail as set forth on its ACH Application.	If to Company: To the location/fax number/e-mail as set forth on its Client Information Form.
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Notice may be given at such other addresses, as may hereafter be furnished in writing by the respective parties, if given in the manner required above.

5.12 **Errors and Discrepancies:** Company and/or Company's Customer or Transactee shall have 60 days from the transaction date to notify Processor or KP, in writing, of any discrepancies, errors or problems with a processed transaction, including but not limited to, errors in amounts, erroneous transactions, and any alleged revocation of authority. Any such notification must contain the following information:

- a. Company transaction processed under with Fed Tax ID Number;
- b. The name, account number and ABA number of the transaction in question;
- c. The dollar amount of the transaction in question;
- d. Description of the error and explanation of the error.

KP will inform Company and/or Processor of the results of its investigation within 45 days and will correct any error it identifies promptly.

5.13 Processor and Company represent and warrant the following:

- a. **Authorization by Processor/Company:** The execution and delivery of this Agreement by Processor/Company and the performance by them of the transactions contemplated herein have been duly and validly authorized by all requisite corporate actions, and this Agreement has been duly executed and delivered by Processor/Company and constitutes the valid and binding obligation of Processor/Company, enforceable against Processor/Company in accordance with its terms. Processor/Company have full company power, capacity, and authority to execute and deliver this Agreement. In addition, Processor/Company possess all governmental approvals required to carry on their business as now conducted and all such approvals are in full force and effect.
- b. **Organization, Existence, and Good Standing of Processor/Company:** Processor/Company are duly organized, validly existing, and in good standing under the laws of the jurisdictions where they were created, with all requisite company power and authority to own, lease, and operate their properties, to carry on their business as now being conducted, and to execute, deliver, and perform their obligations under this Agreement and any other documents related thereto to which they are a party and to consummate the transactions contemplated hereby.
- c. **No Conflicts:** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not contravene, conflict with, or result in any violation of or default under any provision of the certificate of where Processor/Company were created, any resolution adopted by the Processor/Company, or any mortgage, indenture, lease, loan or credit agreement, or other contract, applicable law, or governmental approval applicable to Processor/Company or any of the properties of Processor/Company, or any order which affects or binds Processor/Company. No governmental approval, and no consent or approval of any other person, is required on the part of Processor/Company in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.
- d. **Litigation:** There is no actual pending litigation (i) that has been commenced by or against Processor/Company that relates to or affects Processor/Company's right to consummate the transactions contemplated by this Agreement, or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with this Agreement or the transactions contemplated hereby.
- e. **Compliance with Laws:** Processor/Company, and their Related Parties, have complied with and are in compliance with all laws, regulations, and rules, whether state, local, federal, self-regulatory, or foreign, that are or were applicable to Processor/Company and their Related Parties; Processor/Company further represent and warrant that they have not received any notice or other communication (whether written or oral) from any governmental authority or any other person regarding any actual, alleged, or potential violation of, or failure to comply with, any law, regulation or rule.
- f. **Compliance with UCC 4A** (refer to the UCC 4A section in the Nacha Operating Rules): **Provisional Payment Disclosure** Credit given by KP to Processor and/or Company with respect to an automated clearing house credit entry is provisional until KP receives final settlement for such entry through a Federal Reserve Bank. If KP does not receive such final settlement, Processor and/or Company is hereby notified and agrees that KP is entitled to a refund of the amount credited to Processor and/or Company in connection with such entry, and the party making payment to Processor and/or Company via such entry (i.e. the originator of the entry) shall not be deemed to have paid Processor and/or Company in the amount of such entry.
Notice Disclosure Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, KP is not required to give next day notice to Processor and/or Company of receipt of an ACH item and KP will not do so. However, KP will continue to notify Processor and/or Company of the receipt of payments in the periodic statements we provide to you.
Choice of Law Disclosure KP may accept on Processor's and/or Company's behalf payments to Processor's and/or Company's account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and Processor and/or Company rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of North Dakota as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- g. **Nacha Rules:** Company and Processor represent, warrant and acknowledge that they are bound by the Nacha Operating Rules, that they are (and will remain) in compliance with such Rules, including, but not limited to, any maximum thresholds set by Nacha for Unauthorized Returns, Administrative Returns and Overall Returns, and that they assume the responsibilities of an Originator under such Rules.

VI. Security Procedures

6.0 **Authorized Representative:** The Processor and Company will designate Authorized Representatives to act on the Processor's and Company's behalfs, who shall have the authority to authorize all actions necessary in the preparation and generation of the Processor's and Company's entries. KP shall not be under a duty to inquire as to the authority or propriety of any instructions given to KP by the Processor or Company or any of the Processor's or Company's Authorized Representatives. KP shall be entitled to rely upon all ACH instructions conveyed to KP. KP shall be entitled to act upon the instructions of any person who is the Processor's or Company's Authorized Representative, whether or not the Processor or Company have authorized such instructions. KP shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

6.1 **Authentication:** The Processor and Company agree that KP may send notices and other communications, including IDs, USER IDs, PASSWORD(S) AND OTHER METHODS OF AUTHENTICATION to the current address shown in KP's records, whether or not that address includes a designation for delivery to the attention of any particular individual. KP will not be responsible or liable to the Processor or Company, or any other party, in any way, if information is intercepted by an unauthorized person, either in TRANSIT or at the Processor's or Company's place of business unless the interception was caused by KP's breach of reasonable security measures under the circumstances. The Processor and Company must: (1) keep the Processor's and Company's PASSWORD(S) AND AUTHENTICATION METHOD(S) secure and strictly confidential, providing it only to Authorized Representatives on the Processor's and Company's account(s); (2) instruct each person to whom the Processor and Company gives PASSWORD(S) AND AUTHENTICATION METHODS that he or she is not to disclose it to any unauthorized person; and (3) immediately notify KP to get a new PASSWORD AND/OR AUTHENTICATION METHOD assigned if the Processor or Company believe a PASSWORD AND/OR AUTHENTICATION METHOD may have become known to an unauthorized person. KP WILL HAVE NO LIABILITY TO THE PROCESSOR OR COMPANY FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING THE PROCESSOR'S OR COMPANY'S PASSWORDS AND/OR AUTHENTICATION METHODS THAT OCCUR BEFORE THE PROCESSOR OR COMPANY HAVE NOTIFIED KP OF POSSIBLE UNAUTHORIZED USE AND KP HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE WITHIN A REASONABLE TIME. KP may suspend or cancel the Processor's or Company's PASSWORD(S) OR AUTHENTICATION METHODS even without receiving such notice from the Processor and Company if KP suspects a PASSWORD OR AUTHENTICATION METHOD is being used in an unauthorized or fraudulent manner.



- 6.2 **Acknowledgment of Security Procedures:** Unless Processor, Company and KP agree in writing to a different security procedure than is set forth herein, Processor and Company acknowledge and agree that the authenticity of payment orders will be verified using the procedures set forth herein. Further, Processor and Company agree that such security procedures are commercially reasonable.
- 6.3 **Internal Security Procedures:** Processor and Company agree to (i) adopt and implement commercially reasonable policies, procedures and systems to receive, store, transmit and destroy Consumer-Level ACH Data in a secure manner and to protect against data breaches; and (ii) implement commercially reasonable policies, procedures and systems to detect the occurrence of a data breach within its respective organization. The term "Consumer-Level ACH Data" means a bank account number together with a bank routing number, or a customer's name together with a customer's social security number. Processor and Company further agree to comply with any prevention, detection, investigation, and escalation (notification) requirements of any Nacha policies relating to ACH data breach notification requirements and any applicable state or federal laws.

COMPANY

PROCESSOR

KOTAPAY

Signature of Authorized Agent

Signature of Authorized Agent

Signature of Authorized Agent

Name Printed

Name Printed

Name Printed

Title

Title

Title

Telephone Number

Federal Tax ID Number