



Processing payments electronically will streamline your collection process – a major headache for most businesses – and provide a more convenient method of payment for your customers.

ReliaFund pricing is straight forward and affordable. Because there are no minimum transactions required, our payment/collection systems are cost effective – even with only a few customers enrolled.

Getting started is easy. We suggest saving this pdf file to your desktop now so you can easily find it again later. You won't be able to **save** changes, but can **print** completed forms for your records.

1. Complete the first three pages of the **Payment Processing Application/Agreement**.
 - a. All the forms can be completed online. Place the cursor in the first field, type in the requested information and tab or move to the next field.
 - b. Click on check boxes to mark them where necessary.
 - c. Print the forms for signatures/initials as required.
2. Return the signed forms to ReliaFund with a copy of a voided check *from the account where you want deposits to go*. If you are applying for credit card processing and already accept credit cards, we will also need a copy of your last three months credit card statements.
 - a. Fax to: 612-605-0121 or,
 - b. Mail to: ReliaFund, 12866 Highway 55, Plymouth, MN 55441
3. We will notify you when your setup is complete. You should be able to process ACH transactions within one week from the time we receive your completed application.
4. If you are going to process credit cards, we will forward the forms for you to complete and return as directed. Most credit card setups can be completed within one week from receipt of the final application, but it can take up to 14 business days to complete setup for Discover Card or American Express. You will be notified of the date when you can begin submitting credit card transactions.
5. Try to be thorough when completing the forms as missing data will cause delays.
6. If you have any questions about how to complete the forms or questions about our services, please email operations@ReliaFund.com or call 866.243.5043.

ReliaFund knows that electronic payment processing will be invaluable to your business process and we look forward to serving you in this endeavor.

The Operations Team
ReliaFund Inc.



Welcome to ReliaFund Electronic Payment Processing!

We will need the following documentation to process your application.

- Signed and Dated ReliaFund Application*
- Completed W-9 Form*
- Most Recent Tax Return
- 3 months merchant bank statements (if startup, statements of Guarantor)
- Voided check of the business account
- Legible copy of Driver's License of Owner, guarantor or authorized signer

If you have questions or concerns about the requested documentation, please call ReliaFund Underwriting at 866.243.5043.

*You can complete the W-9 and Application forms online and then print them for the required signatures. Return only the first three pages of the Application and the W-9 form to ReliaFund. Retain the Terms & Conditions pages for your records.

We look forward to a rewarding relationship as your payment processing partner!

Sincerely,



ReliaFund Inc.



12866 Highway 55 • Plymouth, MN • 55441 • Ph 866.243.5040 • Fax 612.605.0121 • Info@ReliaFund.com

Payment Processing Application & Agreement for Childcare Sage

The Statements and information provided below shall constitute an Application for payment processing services and only upon acceptance and approval by ReliaFund Inc. shall constitute the Agreement between ReliaFund Inc. and the Applicant for those services which will be provided according to the ReliaFund terms and conditions for type(s) of transactions to be processed.

BUSINESS INFORMATION					
LEGAL BUSINESS OR CORPORATE NAME			DOING BUSINESS AS NAME		
PHYSICAL ADDRESS			CITY	STATE	ZIP
BILLING ADDRESS			CITY	STATE	ZIP
BUSINESS WEBSITE URL			BUSINESS PHONE		BUSINESS FAX
BUSINESS STRUCTURE (Check One)			OTHER PHONE		FEDERAL TAX ID
SOLE PROPRIETOR	PARTNERSHIP	CORPORATION/LLC	NON PROFIT	OTHER	
			DATE FORMED	YEARS IN BUSINESS	# OF EMPLOYEES
					# OF LOCATIONS
BUSINESS DESCRIPTION:					
HOW ARE PAYMENTS RECEIVED – TOTAL MUST EQUAL 100%					
IN PERSON _____% VIA MAIL _____% VIA PHONE _____% VIA INTERNET _____% OTHER _____%					
CONTACT NAME		TITLE		CONTACT EMAIL	
				CONTACT PHONE	
GUARANTOR INFORMATION					
PRIMARY OFFICER/OWNER NAME			TITLE	EQUITY OWNERSHIP %	SOCIAL SECURITY NUMBER
DATE OF BIRTH		DRIVERS LICENSE NUMBER			STATE ISSUED IN
RESIDENCE ADDRESS			CITY	STATE	ZIP
RESIDENCE PHONE		YEARS AT ADDRESS	OWN	RENT	PERSONAL EMAIL ADDRESS
ADDITIONAL OFFICER/OWNER NAME			TITLE	EQUITY OWNERSHIP %	SOCIAL SECURITY NUMBER
DATE OF BIRTH		DRIVERS LICENSE NUMBER			STATE ISSUED IN
RESIDENCE ADDRESS			CITY	STATE	ZIP
RESIDENCE PHONE		YEARS AT ADDRESS	OWN	RENT	PERSONAL EMAIL ADDRESS
FINANCIAL INSTITUTION INFORMATION					
The bank routing and account number you enter below will be the account your ACH payments are deposited to.					
Please double check the routing and account numbers you enter for accuracy.					
FINANCIAL INSTITUTION NAME			NAME OF BANK OFFICER - IF KNOWN		PHONE
FINANCIAL INSTITUTION ADDRESS			CITY	STATE	ZIP
NAME ON ACCOUNT			BANK ACH ROUTING NUMBER		BANK ACCOUNT NUMBER
PAYMENT INFORMATION					
The payment information requested below is extremely important. Please be as accurate as possible.					
When entering dollar amounts only complete the applicable boxes (i.e. if you only have monthly payments, do not enter dollars for daily or weekly).					
NUMBER OF PAYMENTS		DOLLAR AMOUNT OF INDIVIDUAL PAYMENTS		TOTAL DOLLAR AMOUNT OF PAYMENTS (Number of Payments X Dollar Amount)	
DAILY AVERAGE	#	AVERAGE	\$	DAILY AVERAGE	\$
DAILY MAXIMUM	#	MINIMUM	\$	DAILY MAXIMUM	\$
MONTHLY MAXIMUM	#	MAXIMUM	\$	MONTHLY MAXIMUM	\$
RETURNS/NSF INFORMATION					
AVERAGE MONTHLY RETURNS/NSF's	#	AVERAGE AMOUNT	\$	MONTHLY TOTAL	\$
HOW LARGE IS YOUR TRADE AREA?					
LOCAL		STATE WIDE	REGIONAL	NATIONAL	

You must attach a voided check and a legible copy of your valid drivers license to complete this application



Verification

By signing below I certify that I have the authority to enter into a contractual agreement with ReliaFund Inc. and that the information given herein, and in any attachments hereto, is true and complete, and is being submitted for the purpose of obtaining payment processing services from ReliaFund Inc.

Authorization

By signing below, I authorize ReliaFund Inc. and the financial institution named in the **Financial Institution Information** section above to initiate entries to the account(s) shown in that section.

Acknowledgement

By signing below I acknowledge receipt and understanding of the ReliaFund Inc. Terms and Conditions for the types of transactions I wish to process and agree to be bound by such terms and conditions, all of which are incorporated herein by reference and copies of which are available by request to: ReliaFund Inc., 12866 Highway 55, Plymouth, MN 55441.

Credit Reporting

By signing below I authorize ReliaFund Inc. to investigate any and all references, statements, or other data contained herein or otherwise obtained from me or other persons, companies, or agencies, pertaining to my ability to perform under the terms of this Agreement as Client or Guarantor, and includes the authorization to request credit information from a licensed Credit Reporting Agency. I understand that I am entitled to a complete copy of any information obtained from such a Credit Reporting Agency and that I will be notified of the procedure to obtain this information in the event such a report is obtained by ReliaFund.

Arbitration

The parties hereto understand that they would have had a right to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration. By signing below I agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the National Arbitration Forum under the Code of Procedure in effect when the claim is filed. The Code of Procedure and other information, including a fee schedule, may be obtained from the National Arbitration Forum website (www.adrforum.com) or by calling 800.474.2371. Claims may be filed online at www.adrforum.com or via US Mail to PO Box 50191, Minneapolis, MN 55405-0191. Because we are entering into this arbitration agreement in connection with a transaction involving interstate commerce, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 USC Sections 1-16. Awards by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

Signatures

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Date _____ By _____ Print Name _____ Title: _____



Approved and Accepted Date _____ By _____ Title _____

Personal Guarantee – Please do not include title when signing Personal Guarantee

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, I unconditionally guarantee at all times, full and prompt payment, upon demand, of any indebtedness which has been incurred under this agreement. I understand that this personal guarantee includes, but is not limited to, all fees for services provided, and payment to ReliaFund Inc. for all transactions processed under the terms of this Agreement that are subsequently returned for any reason whatsoever, including those for which payment was stopped, or for which the authorization was denied or revoked. This guarantee includes legal fees and costs incurred to enforce this guarantee, and ReliaFund need not seek any other remedy prior to invoking this guarantee. I understand this to mean that I will personally guarantee payment of all debts and obligations under this agreement.

Date _____ By _____ Print Name _____

Date _____ By _____ Print Name _____



Schedule of Fees & Services for Childcare Sage*

Please indicate desired services and initial below

- You may add services at any time •

A

ACH Services: One-time and recurring debits from bank accounts, check scanning

ReliaFund Fees (check size of center)	Family Center	Small Center	Large Center
Number of Active Kids	Up to 15	Up to 35	Unlimited
One Time Ach Setup Fee	\$25.00	\$25.00/Location	\$25.00/Location
Monthly Maintenance Fee	\$12.00*	\$15.00*	\$18.50*
Transaction Fee per item	\$0.33	\$0.33	\$0.33
Returned Transaction/NOC Fee/per item	\$5.00	\$5.00	\$5.00
Revoked/no authorization, Stop Payment	\$10.00	\$10.00	\$10.00

* If you use ReliaFund direct deposit services for payroll, monthly maintenance fee increases by \$6.50

Credit Card Processing

Setup Fee	\$100	One-time charge includes training
ReliaFund Gateway Service Fee	\$10	Monthly
Gateway transactions	\$.10	Per item
Processing rates are individually quoted	TBD	Based on underwriting data

Check Scanning

Setup Fee	\$100	One-time charge includes training
Software License	\$300	Includes Software & License
Scanning Hardware - from \$300	TBD	Many scanner options available
Service Fee	\$18.50	Monthly
Transaction Fee	\$0.33	Per item
Returned item	\$5	Per item

Or,

Save a Bundle by Bundling Services: Sign up for all three services and \$100 covers all Setup Fees, and \$25 covers all Monthly Service Fees. First year savings up to **\$464**.



More savings! If services are bundled, \$.33 transaction fees are reduced to \$.20

Place a check in the appropriate boxes above and sign here:

 Print Name or Company Name

*

ReliaFund will provide written notice of any changes to this schedule. Detailed statements are emailed at the beginning of each month reflecting fees generated the previous month. Fees are electronically debited from your designated account each month. There is a \$25.00 charge for transactions returned NSF from your own designated account.

**Discounts are available for high volume users. Contact Operations@ReliaFund.com for a quote.

ReliaFund Inc.

Terms and Conditions for ACH Transactions

Client has requested that ReliaFund permit it to initiate electronic signals for paperless entries through its Originating Financial Institution to accounts maintained at other financial institutions by means of the Automated Clearing House (ACH) Network operated by the National Automated Clearing House Association (NACHA). ReliaFund has agreed to do so on the following terms and conditions.

1. Types of Entries. ReliaFund will transmit debit and/or credit entries initiated by Client to the ACH Network as provided in the *NACHA Operating Rules* (referred to as the “Rules”) and this Agreement.

2. Rules. Client agrees to comply with and be bound by the Rules as they exist on the date of this agreement and as amended from time to time. Client acknowledges that ReliaFund has not provided Client with a copy of the Rules and that if desired, a copy may be purchased from NACHA at www.nacha.org or any local ACH Association. Any fines or liabilities imposed against ReliaFund for a violation of the Rules caused by an action and/or inaction of Client may be assessed against Client.

3. United States Laws. Client agrees not to generate transactions that violate the laws of the United States. This includes, but is not limited to; sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of Client to obtain information regarding such OFAC-enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC’s Web site at <http://www.ustreas.gov/ofac>.)

4. Authorizations. Prior to initiating any entry to a customer’s account, Client will obtain a proper authorization in accordance with the Rules and U.S. law and upon request, will provide proof of the customer’s authorization to ReliaFund.

5. Transmission of Entries and Security Procedures. In accordance with the Rules, Client will transmit all debit and credit entries to ReliaFund, in a format and by a method of delivery approved by ReliaFund, no later than 3:00 PM CST in order for them to be processed that same day. Client acknowledges that it will be solely responsible, by the use of physical security, passwords and other procedures, for protecting against unauthorized access to any software used for the creation and/or transmission of ACH files to ReliaFund. Client authorizes ReliaFund to transmit all entries received by ReliaFund from Client in accordance with the terms of this Agreement and to credit or debit such entries to the specified accounts. Files will not be accepted for processing on Saturdays, Sundays or Holidays observed by the Federal Reserve Bank.

6. ReliaFund Obligations. In a timely manner and in accordance with the Rules, ReliaFund will process, transmit, and settle for the entries received from Client which comply with the terms of this Agreement. ReliaFund shall have no obligation to transmit entries if Client is in

default of any of its obligations under this Agreement, including any obligation to pay ReliaFund.

7. Warranties. Client certifies to ReliaFund all warranties ReliaFund is deemed by the Rules to make with respect to entries originated by Client. Without limiting the foregoing, Client warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for the sum which, on the settlement date with respect to it, will be owed to Client from the party whose account will be debited, is specified by such party to be paid to Client, or is a correction of a previously transmitted erroneous credit entry; and (c) Client will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. Client certifies its compliance with all warranties made by ReliaFund pertaining to all entries exchanged through the ACH Network, including but not limited to, RCK (Re-presented Check), ARC (Accounts Receivable), POP (Point-of-Purchase), WEB (Internet-Initiated), TEL (Telephone-Initiated), PPD (Pre-authorized Payment or Disbursement) and CCD (Cash Concentration or Disbursement) entries. Client shall indemnify ReliaFund against any loss, liability, or expense (including attorney’s fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

8. Provisional Credit. Client acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party, and the originator of the entry shall not be deemed to have paid the party.

9. Settlement. Client will maintain a designated account with a financial institution at all times during the term of this Agreement and authorize ReliaFund to debit this account to satisfy any amounts owed to ReliaFund. Client will deliver good funds, in an amount equal to credit entries transmitted to ReliaFund, to an account designated by ReliaFund prior to the release of such credit entries. Client agrees not to exceed the origination limits disclosed in the attached Client Information Form.

10. Cancellation or Amendment of Entries. Client shall have no right to cancel or amend any entry/file after its receipt by ReliaFund. However, ReliaFund shall use reasonable efforts to act on a request by Client to cancel an entry/file before transmitting it to the ACH Network. ReliaFund shall have no liability if it fails to effect the cancellation.

11. Rejection of Entries. ReliaFund may reject any entry which does not comply with the requirements of Sections 2 and 3 of this Agreement and may reject any entry if Client is not otherwise in compliance with the terms of this

Agreement. ReliaFund shall notify Client of such rejection no later than the business day such entry would otherwise have been transmitted by ReliaFund to the ACH Network. It shall be the responsibility of Client to remake any entries or files rejected by ReliaFund.

12. Returned Entries. ReliaFund shall notify Client of the receipt of a returned entry from its financial institution no later than one business day after the business day of such receipt. ReliaFund shall have no obligation to re-transmit a returned entry if ReliaFund complied with the terms of this Agreement with respect to the original entry. Client authorizes ReliaFund to charge back any debit returns to Client's designated account and Client will promptly provide immediately available funds in that account to indemnify ReliaFund if any debit entry is returned after ReliaFund has settled the entry to Client's account.

13. Reversals. Client may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules. For both reversing entries and files, Client indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

14. Fees. Client authorizes ReliaFund to debit its designated account for services provided under this Agreement in accordance with the attached Schedule of Fees. ReliaFund may change its fees from time to time upon written notice to Client.

15. Authorized Representatives. ReliaFund shall be entitled to rely on any notice or other communication believed by it in good faith to be genuine and to have been issued by an authorized representative of Client.

16. Liability. ReliaFund shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall ReliaFund have any liability for any consequential, special, punitive, or indirect loss or damage which Client may incur or suffer in connection with this Agreement. In addition, ReliaFund shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond ReliaFund's control. ReliaFund shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in ReliaFund exceeding any limitation upon its intra-day net funds position established pursuant to present or future Financial Institution guidelines or the violation of any provision of any present or future risk control program of its Financial Institution or any rule or regulation of any other U.S. governmental regulatory authority. ReliaFund shall not be held liable for any delay by any ACH Operator or Financial Institution in processing any credit or debit entry Client originates. ReliaFund shall not be responsible for any act or omission of Client and Client agrees to indemnify ReliaFund against any loss, liability, or expense, including attorney fees or expenses, resulting from or arising out of any claim that ReliaFund is responsible for any act or omission of Client or any other person or entity described in this section. Subject to the foregoing limitations, ReliaFund's liability for loss shall be limited to general monetary damages not to

exceed the total amount paid by Client for the affected ACH service, as performed by ReliaFund under this Agreement for the preceding 30 calendar days.

17. Name and Account Number Inconsistency. Client acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

18. Data Retention. Client shall retain data adequate to allow remaking of entries for five (5) business days following the date of their transmittal to ReliaFund as provided herein and shall provide such data to ReliaFund upon request.

19. Credit Information. As a condition of ReliaFund's obligations to provide services hereunder, Client agrees to provide ReliaFund all information regarding Client's creditworthiness and financial wherewithal as ReliaFund may from time to time reasonably request and Client further agrees to immediately notify ReliaFund of any material change in any credit information supplied to ReliaFund.

20. Amendments to Agreement. From time to time, ReliaFund may amend any of the terms and conditions contained in this Agreement, including any part of Schedules attached hereto. Such amendments shall become effective upon receipt of notice by Client or such later date as may be stated in ReliaFund's notice to Client.

21. Termination of Agreement. Either party may terminate this Agreement upon ten days written notice to the other party. Any termination of this Agreement shall not affect any of ReliaFund's rights or Client's obligations with respect to any entries initiated by Client prior to such termination, or the payment obligations of Client with respect to services performed by ReliaFund prior to termination, or any other obligations that survive termination of this Agreement.

22. Miscellaneous. This Agreement, including attached Schedules, is the complete and exclusive statement of the agreement between ReliaFund and Client with respect to the subject matter and supersedes any prior agreement(s) between ReliaFund and Client with respect to such subject matter. Client may not assign this Agreement or any of the rights or duties hereunder without ReliaFund's prior written consent. ReliaFund may waive enforcement of any provision of this Agreement. Any such waiver shall not affect ReliaFund's rights with respect to any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against ReliaFund or Client hereunder. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

ReliaFund Inc.

Terms and Conditions for Check 21 Transactions

This agreement is intended to govern the depositing of Client's checks through the Internet or by creating information to deposit checks through ReliaFund software, based on information submitted by Client to ReliaFund ("Agreement"). The accepted terms are as follows:

1. DEFINITIONS.

1.1 "Account" means Client's designated deposit account at their Financial Institution.

1.2 "Business Day" means any calendar day that the Federal Reserve of the United States of America transacts business.

1.3 "Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

1.4 "Customer" means a debtor obligated on one or more Checks.

1.5 "Check 21 Service" means all information, Web-based services, technological infrastructure, and installed software on Client's computers, which allow Client to submit Checks for deposit through the Internet.

1.6 "Security Procedures" means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems, and software used by Client to communicate through the Internet for the Check 21 Service.

1.7 "Services" means all duties to be performed by ReliaFund regarding the Check 21 Service.

1.8 "Substitute Check" means a paper reproduction of the original check that:

- a) contains an image of the front and back of the original check;
- b) bears a MICR line containing all the information on the MICR line of the original check, except as provided under generally applicable industry standards for Substitute Checks to facilitate the processing of Substitute Checks;
- c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; and
- d) is suitable for automated processing in the same manner as the original check.

2. DUTIES AND RESPONSIBILITIES OF RELIAFUND

2.1 Use of Service. Under the terms and conditions of this Agreement, ReliaFund hereby grants to Client a non-exclusive ability to utilize the Check 21 Service through the Internet or by creating information to deposit checks through ReliaFund software, and to use ReliaFund proprietary documentation for the term of this Agreement.

2.2 Processing. ReliaFund will process Checks submitted by Client through the Check 21 Service in accordance with ReliaFund internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time as stated. ReliaFund will not examine Checks to verify any data or dates. ReliaFund will process the Check according to the amount entered by Client, if applicable, or by the numeric amount shown. If the numeric amount is unclear, ReliaFund may process the Check according to the written amount, and ReliaFund may correct the amount entered by Client. If the

Check is ambiguous, ReliaFund will return the check as an exception. Checks made payable to Client or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by ReliaFund, then ReliaFund will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by ReliaFund to Client, and not deposited or otherwise reflected in the Client account. ReliaFund will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

2.3 Reporting. ReliaFund will make reports regarding the Check 21 Service available through a ReliaFund-designated Web page, which Client may access through the Internet. Specifically, ReliaFund shall make available from time to time a report stating the total amount deposited to the Account, as well as a listing of individual items deposited, which Client may access through the Internet.

3. DUTIES AND RESPONSIBILITIES OF CLIENT

3.1 Use of Remote Deposit. Client shall submit valid Checks payable to Client by using the Check 21 Service. In using the Check 21 Service, Client shall create an image of the Check or Checks and the associated MICR data using approved hardware as listed on the Terms of Use and Procedures. If applicable, Client agrees to enter the amount of the Check, using the written amount on the Check, into the Check 21 Service data field provided. Client agrees to abide by all Terms of Use and Procedures for using the Check 21 Service. The Terms of Use and Procedure shall be updated from time to time by ReliaFund and are available to Client upon request.

3.2 Software, Internet, and Hardware. Client will comply with all software, Internet, and hardware requirements of the Terms of Use and Procedures as updated from time to time by ReliaFund.

3.3 Fee for Services. Client shall compensate ReliaFund for the performance of the Service in accordance with the pricing established by ReliaFund, which is attached as Schedule of Fees. Amounts payable by Client to ReliaFund shall be collected on a monthly basis by ReliaFund. ReliaFund may collect any of the foregoing amounts and any other amounts due by Client to ReliaFund hereunder or in connection with the provision of the Service to Client by debiting of Client's accounts, billing Client, and/or setting off against any amounts ReliaFund owes Client, without any obligation to give prior notice thereof to Client. ReliaFund may change pricing from time to time by providing Client with written notice of a pricing change. Client shall also pay any sales, use, or similar tax applicable to the Service. If ReliaFund is required to pay any such taxes, Client shall reimburse ReliaFund upon demand. Client shall also pay all attorneys' fees and other costs and expenses ReliaFund may incur in collecting any fees or other sums Client may owe to ReliaFund in connection with the Service. ReliaFund shall also have the right to credit or debit any accounts of Client to correct any processing irregularity in connection with the Service.

4. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIABILITY

4.1 Representations and Warranties. Client and ReliaFund each represents and warrants to the other, as of the date this Agreement is entered into and at the time the Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid, and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or the Service used or performed by it has been obtained. ReliaFund makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose, or suitability of the Services for Client, or as to the compatibility of ReliaFund's software, equipment, or communication interfaces with those of Client. Client represents and warrants that: (a) it is fully authorized to enter into and perform under this Agreement, and that this Agreement constitutes its legal, valid, and binding obligation; (b) Client is solvent and in good standing in the State of its organization; (c) it is not the present intent of Client to seek protection under any bankruptcy laws; (d) its Checks are currently and were at the time of their creation, bona fide and existing obligations of Customers of Client, free and clear of all security interests, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default; (e) the documentation under which the Checks are payable authorize the payee to charge and collect the monies owed; and (f) all Checks and all documents and practices related to them comply with all applicable federal and state laws.

4.2 Covenants. Client covenants that: (a) it will allow ReliaFund to review and inspect during reasonable business hours, and Client will supply, all financial information, financial records, and documentation of Client regarding the Checks that ReliaFund may request; (b) the Checks submitted by Client are valid Checks, and Client will reimburse and indemnify ReliaFund for all loss, damage, and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent Checks; and (c) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Client, Client will not oppose or object to any motion by ReliaFund seeking relief from the automatic stay provisions of such laws.

4.3 Liability. ReliaFund will exercise ordinary care in providing the Service and will be responsible for any loss sustained by Client only to the extent such loss is caused by ReliaFund's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall ReliaFund have any liability for any indirect, incidental, consequential (including lost profits), special, or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by ReliaFund. Under no circumstances shall ReliaFund be responsible for any liability, loss, or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by except to employees or agents authorized to act for Client in connection with the Service. Client shall implement such

interruption of telephone, telefacsimile, or communication facilities; delay in transportation, equipment breakdown, or mechanical malfunction; electrical, power, or computer failure; accidents, fire, flood, explosion, theft, natural disaster, or other catastrophe; acts or failure to act by Client or any third party; strikes or lockouts; emergency conditions; or riots, war, acts of government, or other circumstances which are unavoidable or beyond ReliaFund's control. ReliaFund shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation, or requirement of any governmental authority. If ReliaFund fails to credit any of Client's accounts utilized in connection with the Service, upon discovery or notification of such error, ReliaFund will properly credit such account, but ReliaFund shall not incur any liability therefore, including any loss resulting from failure by Client to invest the amount of funds not properly credited to the account.

5. INDEMNIFICATION. Client shall indemnify and hold harmless ReliaFund and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of the Service, by reason of any acts or omissions of Client or any third party or otherwise, except to the extent such liability, loss, or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written, or other request, notice, or instruction believed in good faith to have been given by Client will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

6. SECURITY PROCEDURES AND COMMUNICATIONS. Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders, and other communications sent by ReliaFund and Client might be used in connection with the Service. Client agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. ReliaFund shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where ReliaFund reasonably doubts its authorization, contents, origination, or compliance with the Security Procedures. ReliaFund shall have no duty to discover, and shall not be liable for, errors or omissions by Client. If ReliaFund complies with the Security Procedures in respect of a communication, ReliaFund shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and ReliaFund shall not be liable for acting on, and Client shall be bound by, any communication sent in the name of Client, whether or not authorized. ReliaFund reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Client of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Client shall not disclose such security device safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall

immediately notify ReliaFund if the confidentiality or integrity of any such security device is breached or threatened. Client shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Client's negligence or deliberate acts or otherwise. ReliaFund shall not be liable for any loss or damage resulting from fraudulent, unauthorized, or otherwise improper use of any security devices.

7. CONFIDENTIALITY. All user guides, manuals, data, software, processes, and other information provided to Client in connection with the Service and all fee and pricing information with respect to the Service ("Information") is the proprietary and confidential property of ReliaFund and/or its relevant licensors or suppliers. Client agrees to use the Information only in the manner specified by ReliaFund and in the ordinary course of Client's business, to return it to ReliaFund upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Client is required to disclose the Information by law.

8. INTERMEDIARIES. ReliaFund may act on any communication and provide the Service using any payment system or intermediary organization it reasonably selects. ReliaFund's performance of the Service is subject to the rules and regulations of any such system or organization. ReliaFund may engage third parties to provide the Service. ReliaFund shall have no obligation to disclose arrangements with third parties to Client or obtain Client's consent thereto. Client authorizes the transfer of information relating to Client to agents of ReliaFund or Client for use in connection with the Service or as required by law.

9. RECORDINGS AND RECORDS. Either Client or ReliaFund may produce telephonic or electronic recordings or computer records, including email and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service. Client agrees to ReliaFund's telephonic or electronic recording for security and quality of service purposes.

10. NOTICES. Any notice or other communication may be sent by ReliaFund to Client at Client's postal, email, telefacsimile, or other address provided by Client to ReliaFund, and ReliaFund may assume that any notice or communication sent to Client at any such address has been received by Client, until Client notifies ReliaFund in writing of another address.

12. DISCREPANCIES. Client shall promptly notify ReliaFund in writing of any error in connection with the Service and any discrepancies between any records maintained by Client and any notice Client receives from ReliaFund with respect to the Service, and Client shall provide ReliaFund with any information it may reasonably request in connection therewith. Client agrees that fourteen (14) days is a reasonable time for Client to notify ReliaFund of errors or discrepancies, unless any other agreements, laws, rules, or regulations provide for a shorter period. ReliaFund shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, if ReliaFund at any time

discovers that the legal amount of the Check is different than the amount that has been credited to Client's Account, ReliaFund will make the necessary adjustment to the Account to correct the discrepancy.

13. COMPLIANCE. Client shall comply with all laws, rules, and regulations in connection with the Service. Client agrees to be bound by such rules and agrees that no entries that violate United States law may be initiated. Client shall be responsible for and shall fully indemnify ReliaFund for any and all fines and assessments imposed on ReliaFund as a result of any infraction or violation of such rules caused by or attributable to Client.

14. DISCLOSURE. Client acknowledges that ReliaFund may have certain legal record keeping and reporting requirements with respect to the Service and consents to ReliaFund's disclosure to governmental authorities of information concerning Client and the Service provided to Client which ReliaFund believes to be appropriate or necessary to fulfill such legal requirements.

15. FIDUCIARY STATUS. Nothing contained herein shall be deemed to create fiduciary status on the part of ReliaFund in connection with the provision of the Service. The foregoing notwithstanding, to the extent, if any, that ReliaFund is deemed to be a fiduciary of Client in providing the Service, this Agreement is not intended to, nor shall, relieve ReliaFund of any fiduciary responsibility otherwise imposed on it by law.

16. TERMINATION. Either party may terminate the Service by providing sixty (60) days' prior written notice to the other party. ReliaFund may also terminate or suspend the Service without notice to Client if any of the following occurs: (a) Client becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation, or dissolution proceeding of any kind; (b) a material adverse change occurs in Client's business or financial condition; (c) ReliaFund has reason to believe that Client has engaged in fraudulent or illegal activity; (d) Client fails to maintain balances in accounts sufficient to cover overdrafts; (e) Client violates the terms of this Agreement or any financing arrangement with ReliaFund; (f) Client fails to provide financial information reasonably requested by ReliaFund; (g) ReliaFund determines it is impractical or illegal to provide the Service because of changes in laws, regulations, or rules; or (h) ReliaFund, in good faith, is unable to satisfy itself that the Services have been properly authorized by Client.

Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination.

17. GOVERNING LAW; SEVERABILITY. Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the state of Minnesota. Client agrees that the courts of Minnesota shall have jurisdiction to hear any dispute arising out of the Service and submits to the jurisdiction of such courts. Any provision of these ReliaFund Terms and Conditions for Check 21 Transactions that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions. If performance of the Services would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

18. FINANCIAL ACCOMMODATION. Client and ReliaFund agree that this Agreement and the Service

constitute an agreement to provide a “financial accommodation” as defined in 11 U.S.C. §365.

19. ARBITRATION. All disputes, controversies, or differences which may arise between the parties out of or in connection with the Agreement, which cannot be settled by negotiation within thirty (30) days of the matter first being notified in writing to the other by the complaining party, shall be finally settled by binding arbitration in accordance with the commercial arbitration rules. The arbitration of all matters shall be conducted by three (3) arbitrators (“Panel of Three”) with each party selecting one (1) arbitrator, and the third to be selected from the panel of arbitrators, who shall serve as the chair of the Panel of Three. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may appoint two (2) arbitrators. The place of the arbitration shall be in the same city as the principal office that ReliaFund is located. The arbitration award shall be final and binding upon the parties. Any judgment upon such award may be enforced in any court having jurisdiction, or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be. The cost of the arbitration shall be borne equally by the parties unless otherwise provided in the arbitration award. The parties hereto agree that the arbitration award will be the sole and exclusive remedy between them regarding any and all claims, counterclaims, or issues. In order to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

20. WAIVER OF JURY TRIAL. CLIENT AND RELIAFUND WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY CLIENT.

21. GENERAL. This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. Neither party relied on any representation or promise by other party that is not set forth in this Agreement. This Agreement may not be assigned by Client without ReliaFund's prior written consent. ReliaFund may assign this Agreement without Client's consent. Neither Client nor ReliaFund shall display any name, trademark, or service mark of the other without the prior written consent of the other. Client shall not advertise or promote the Service without ReliaFund's prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as ReliaFund may consent in writing, and no agreement with or representation made by any employee of ReliaFund that is in conflict with this Agreement will be binding on ReliaFund unless contained in a written modification of this Agreement signed by an authorized officer of ReliaFund. No delay on the part of ReliaFund in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which ReliaFund would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.