



ACH SERVICES MERCHANT AGREEMENT

COMPANY INFORMATION

COMPANY NAME Lucky's

DBA 06/14/2021

PHYSICAL ADDRESS 296 9ave

CITY Ny Ny

STATE New york

ZIP 10001

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

CITY

STATE

ZIP

PHONE

FAX

TAX ID NUMBER

WEBSITE ADDRESS

EMAIL ADDRESS joeblackwhite031@gmail.com

YEARS IN BUSINESS 2

YEARS UNDER CURRENT OWNERSHIP 100

cleaning and yard cleaning

BUSINESS LOCATION TYPE



STOREFRONT



HOME WEB-BASED

SPECIFY OTHER: we specify in house

BUSINESS TYPE



LIMITED LIABILITY
COMPANY



CORPORATION



SOLE PROPRIETOR



PARTNERSHIP



NON-PROFIT



PUBLIC COMPANY

INDUSTRY/PRODUCT AND/OR SERVICES SOLD

PRIMARY BANK INFORMATION

BANK NAME wells fargo

NAME ON ACCOUNT Charlie jones

LOCATION new york

ACCOUNT NUMBER 685365855

ROUTING NUMBER 121000248

PRIMARY BANK CONTACT 9293776634

PHONE & EMAIL buckslucky82@gmail.com



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| OWNER INFORMATION (MUST SHOW 100% OWNERSHIP INFORMATION. ATTACH ADDITIONAL PAGES IF NECESSARY.) | | | | |
|--|-------------------|-------------------|-----------------------|--------------------|
| OWNER NAME Dennis robertson | | TITLE cro | | % OF OWNERSHIP 100 |
| OWNER ADDRESS 296 9 ave | | | SSN 247 93 6321 | |
| CITY new york | STATE ny ny | ZIP 10001 | DOB | |
| DRIVERS LICENSE NUMBER & STATE PR600786 | | | PHONE 9293776634 | |
| MAILING ADDRESS (IF DIFFERENT FROM ABOVE) | | | | |
| BANKRUPTCY OR LAWSUITS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | |
| IF YES, PLEASE EXPLAIN: | | | | |
| OWNER NAME | | TITLE | | % OF OWNERSHIP |
| OWNER ADDRESS | | | SSN | |
| CITY | STATE | ZIP | DOB | |
| DRIVERS LICENSE NUMBER & STATE | | | PHONE | |
| BANKRUPTCY OR LAWS <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE EXPLAIN: | | | | |
| AUTHORIZATION/TRANSACTION INFORMATION & PROJECTED PROCESSING VOLUMES | | | | |
| TYPE AUTHORIZATIONS / TRANSACTION TO BE PROCESSED yes I authorization the transaction to be processe | | | | |
| PPD 100% OF TOTAL | CCD 100% OF TOTAL | WEB 100% OF TOTAL | TEL 100% OF TOTAL | |
| ARC 100% OF TOTAL | RCK 100% OF TOTAL | OTHER: _____ | OTHER ____ % OF TOTAL | |
| AUTHORIZATION METHOD WHICH AUTHORIZATION PROCEDURE DOES MERCHANT UTILIZE TO CONFIRM CUSTOMER CONSENT TO AN ACH DEBIT AND/OR CREDIT | | | | |
| <div> <div> SIGNED WRITTEN AUTHORIZATION FORM FROM CUSTOMER (DOES NOT APPLY TO WEB) <input checked="" type="checkbox"/> PROCESSOR PROVIDED AUTHORIZATION FORM <input checked="" type="checkbox"/> MERCHANT CREATED AUTHORIZATION FORM </div> <div> WEB AUTHORIZATIONS (CHECKS BY WEB ONLY) <input checked="" type="checkbox"/> CUSTOMER PROVIDES ELECTRONIC SIGNATURE <input checked="" type="checkbox"/> CUSTOMER LOGS IN USING A USER AND PASSWORD </div> <div> RECORDED VERBAL AUTHORIZATIONS (CHECKS BY PHONE ONLY) <input checked="" type="checkbox"/> PROCESSOR PROVIDED SCRIPT <input checked="" type="checkbox"/> MERCHANT CREATED SCRIPT </div> </div> <div> IF UTILIZING RECORDED VERBAL AUTHORIZATION, PLEASE CHECK ONE OF THE FOLLOWING: MERCHANT HAS EXISTING RECORDING SERVICE TO CAPTURE VERBAL CUSTOMER AUTHORIZATIONS. HOW ARE THE RECORDING ACCESSED? <input checked="" type="checkbox"/> VIA WEBSITE URL _____ LOGIN/USER _____ PASSWORD _____ <input checked="" type="checkbox"/> VIA TELEPHONE NUMBER _____ PASSWORD _____ </div> | | | | |



TRANSACTION HANDLING

TRANSACTIONS WILL BE SUBMITTED VIA

- ☒ VIRTUAL TERMINAL - TO KEY IN TRANSACTION DATA, MERCHANT WILL USE THE PROCESSOR PROVIDED WEBSITE
- ☒ INTERNET GATEWAY - MERCHANT WILL CREATE CODE TO INTERFACE WITH THE PROCESSOR API TO TRANSMIT TRANSACTION DATA
- ☒ FILE TRANSMISSION - MERCHANT WILL CREATE TEXT FILE AND TRANSMIT TO PROCESSOR VIA FTP. ACCEPTED FORMATS ARE:
NACHA STANDARD FILE, COMMA DELIMITED, TAB DELIMITED CSV
- ☒ CERTIFIED WEB SERVICE GATEWAY - MERCHANT WILL USE A CERTIFIED WEB GATEWAY (SEE CERTIFIED WEB SERVICE GATEWAY LIST)
GATEWAY: _____

TECHNICAL CONTACT

PLEASE PROVIDE TECHNICAL CONTACT INFORMATION (FOR COORDINATION OF TEST FILES, PROVISION OF GATEWAY, OR FILE SPECS, ETC.)

NAME dennis Robertson

EMAIL ADDRESS dennisrobertson263@gmail.com

PHONE 9293776634

DEBIT VOLUME

TOTAL NUMBER OF TRANSACTIONS DAILY \$ 2000

TOTAL NUMBER OF TRANSACTIONS MONTHLY \$ 45000

AVERAGE TRANSACTION AMOUNT \$ 2000

MAXIMUM TRANSACTION AMOUNT \$ 75000000

MAXIMUM DAILY AMOUNT \$ 450000

MAXIMUM MONTHLY AMOUNT \$ 450000

PROCESSING CYCLE



DAILY



WEEKLY



MONTHLY



BI-MONTHLY

CREDIT VOLUME

TOTAL NUMBER OF TRANSACTIONS DAILY \$ 7000

TOTAL NUMBER OF TRANSACTIONS MONTHLY \$ 14000

AVERAGE TRANSACTION AMOUNT \$ 860000

MAXIMUM TRANSACTION AMOUNT \$ 90000000

MAXIMUM DAILY AMOUNT \$ 1000000000

MAXIMUM MONTHLY AMOUNT \$ 11000000

PROCESSING CYCLE



DAILY



WEEKLY



MONTHLY



BI-MONTHLY

VERIFICATION SERVICE NEEDS



YES



NO

CURRENTLY PROCESSING PAYMENTS



YES



NO

IF YES, TRANSMISSION METHOD



AUTOMATED
SFTP



WEB-BASED
SINGLE ENTRY



ACH FILE
FORMAT



CSV FILE
FORMAT



OTHER

IF YES, CURRENT PROCESSORS NAME lucky

DESCRIPTORS



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CONTACT & USER ROLES

| CONTACT | EMAIL | OFFICEPHONE | CELL PHONE | USER PERMISSION |
|---|------------------------|-------------|------------|-----------------|
| dennis robertson | buckslucky82@gmail.com | 9293776634 | 9293776634 | yes |
| | | | | |
| | | | | |
| | | | | |
| <p>CUSTOMER ADMINISTRATOR Has the ability to read and perform all customer level functions in the system (create payments is not default and must be requested)</p> <p>CUSTOMER OPERATOR Create Users, Edit Users and Payment Approval (these are READ ONLY)</p> <p>CUSTOMER READ ONLY Only has the ability to read all customer level functions in the system</p> | | | | |

NOTICES

- » Authorizations must be kept on file for no less than (2) Two years.
- » Existing relationship between Merchant and customer is required to process ACH initiated by phone authorization or Bill Pay.
- » A relationship exists if the customer has purchased goods/services from the Merchant within the past two (2) years OR there is a written agreement in place between the merchant and the customer for the provision of goods or services. EXAMPLE: The customer has an insurance policy with the Merchant.
- » Services does not include verification if submitting transactions via File Transmission.
- » Some banks will not honor an ACH Transaction from a "corporate account" Provided that the processor continues to receive transactions from the Merchant, funds will be released in: 5-7 business days for ACH Debit; 5 business days for TEL and 3 business days for WEB and 7 business days for eCommerce.

The signature page herein on the following page also serves as the signature page for the Personal Guarantee and Company Authorization of the undersigned. By signing, the undersigned represents that he or she is authorized to sign and submit this ACH Services Merchant Agreement together with the Terms and Conditions thereto, the Personal Guarantee, and the Company Authorization on behalf of undersigned and the Company, which agrees to be bound thereby.



PERSONAL GUARANTEE

For and in consideration of the acceptance of the ACH Services Merchant Agreement by eProdigy ACH, LLC, ("EPA") the undersigned (herein referred to as "Guarantor" unconditionally, personally, individually, jointly and severally guarantees performance of the Merchant's obligations under this Agreement and payment of all sums due thereunder and hereby continues to personally indemnify EPA for any and all funds due from the Merchant's under the terms of this agreement. ACH Debit/ Credit Authorization: Merchant hereby authorizes EPA in accordance with this ACH Services Merchant Agreement to initiate debit/ credit entries to Merchant's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) One hundred and twenty (120) days after EPA has received written notification from Merchant of its termination in such a manner as to afford EPA responsible opportunity to act on it, and (b) all obligation of Merchant to Bank and EPA that have arisen under this agreement have been paid in full.

COMPANY AUTHORIZATION

As a duly authorized representative for the Company, the undersigned certifies the accuracy of all of the foregoing information and authorizes EPA or other investigative entities employed by EPA, or its agents, to investigate the references and information given to EPA. The undersigned further agrees to notify EPA or its processor(s) of any and all changes that may occur from time-to-time in the information and statements contained herein above. The undersigned agrees that EPA will debit the account, specified by attached voided check copy or bank letter, for all setup fees, including the ACH License fee, as an ACH item, upon receipt of the completed application, and all subsequent related monthly service and transaction fees, via an ACH transaction.

Dennis robertson

PRINTED NAME

Joe Black

SIGNATURE

ceo

POSITION/TITLE

04/11/2022

DATE

** CORPORATE RESOLUTION VERIFYING SIGNATURE AUTHORITY MUST BE INCLUDED IF SIGNED BY SOMEONE OTHER THAN THE PRESIDENT OR CEO **



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No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of EPA Proprietary Property, as defined in Section 4 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Company nor any of its affiliates shall reverse, engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Company with a license of any third-party proprietary information or property.

4. OWNERSHIP

- » All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to EPA's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of EPA, whether or not specifically recognized or perfected under applicable law.

5. SECURITY PROCEDURES

- » Company and EPA shall comply with the security procedures requirements described in the ACH Rules with respect to entries transmitted by Company to EPA. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an entry. No security procedures for the detection of any such error have been agreed upon between EPA and the Company.
- » Company is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by EPA in connection with the security procedures described in the ACH Rules. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify EPA, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by EPA prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

6. COMPLIANCE WITH SECURITY PROCEDURES

- » If an Entry (or request for cancellation or amendment of Entry) received by EPA purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay EPA the amount of such Entry even though the Entry (or request) was not authorized by the Company, provided EPA accepted the Entry in good faith and acted in compliance with the security procedures referred to in ACH Rules with respect to such Entry.
- » If an Entry (or request for cancellation or amendment of an Entry) received by EPA was transmitted or authorized by Company, Company shall pay EPA the amount of the Entry, whether or not EPA complied with the security procedures referred to in the ACH Rules with respect to that Entry or whether or not that entry was erroneous in any respect or that error would have been detected if EPA had complied with such procedures.

7. ACH PROCESSING AND TRANSMITTAL SERVICES

- » Company and EPA agree that all entries transmitted to EPA for processing shall comply with the formatting and other requirements set forth in the ACH Rules in regards to the following Standard Entry Class Codes ("SEC Codes"):

PPD - Prearranged Payment
and Deposit

CCD - Cash Concentration
and Disbursement

TEL - Telephone Initiated
Payment

WEB - Internet Initiated Payment

ARC - Accounts Receivable Conversion

POP - Point of Purchase

BOC - Back Office Conversion

Please note that ARC, POP, and BOC programs are not supported on EPA's Virtual Terminal though you can send files in either a NACHA File or CSV File Format.



- » EPA shall (i) process Entries from Company to conform with the file specifications set forth in the Rules (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.
- » EPA shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator One Banking Day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by 7:30 pm EST ("Company Cut-Off Time") on a Banking day, (ii) the Effective Entry Date is at least one (1) day after such banking day, and (iii) the ACH Operator is open for business on such banking day. For purpose of this Agreement, Entries sent via electronic transmission shall be deemed received by EPA when the transmission which is in compliance with any related security procedures provided for herein is completed and confirmation of transmission has been received by Company.
- » If any of the requirements of clause (i), (ii), or (iii) of Section 7(b) is not met, EPA shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator.

8. REJECTION OF ENTRIES

- » EPA may reject any Entry that does not comply with the requirements of Section 5, Security Procedures or Section 7, ACH Processing and Transmittal Services, or that contains an Effective Entry Date more than twenty-one (21) calendar days after the banking day such Entry is received by EPA. EPA may reject any Entry if Company has failed to comply with its account balance obligations under Section 14, The Settlement Account. EPA shall notify Company by phone, electronic transmission, or in writing of such rejection no later than the banking day such Entry would otherwise have been transmitted by EPA to the ACH Operator. Notices of rejection shall be effective when given. EPA shall have no liability to Company by reason of rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

9. CANCELLATION OF AMENDMENT BY THIRD-PARTY SENDER

- » Company shall have no right to cancel or amend any Entry after its receipt by EPA. However, if such request complies with the security procedures described in the ACH Rules for the cancellation of data, EPA shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator, but shall have no liability if such cancellation is not effected. Company shall reimburse EPA for any expenses, losses, or damages EPA may incur in effecting or attempting to effect the cancellation or amendment of an entry.

10. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE

- » EPA shall notify Company by electronic transmission of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. EPA shall have no obligation to retransmit a returned Entry to the ACH Operator if EPA complied with the terms of this Agreement with respect to the original Entry. EPA shall provide Company all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by EPA relating to Entries transmitted by Company. EPA must provide such information to Company within one banking day of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from EPA or prior to initiating another entry to the Receiver's account, whichever is later.

11. PROCESSING LIMITS

- » EPA will apply a cap on the single entry amount, daily total amount and monthly total amount it will process for the Company, as shown the ACH Services Approval Form attached hereto. These limits may be changed by EPA from time-to-time, upon notice to Company. If the Company exceeds the established limits EPA may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits. EPA will notify Company in writing of any suspension or holding of funds. Company will incur an Over-Limit fee for each occurrence, as shown in the ACH Services Approval Form attached hereto.

12. HOLDING OF FUNDS

- » The standard hold time for debit entries is three (3) business banking days from the Effective Entry Date of the entries. Credit Entries are settled same day as the Effective Entry day of the Entry. Company may request a reduction in the hold time for debit entries by submitting a written request to EPA. EPA may require a separate security deposit to support such a reduction, but is under no obligation to grant Company's request for reduction.



- » EPA shall (i) process Entries from Company to conform with the file specifications set forth in the Rules (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.
- » Should EPA observe any irregular Entry or suspect fraudulent activity by Company, or as required by law, EPA reserves the right to place a longer hold time on any Entries without prior written notice to Company. If hold time is increased, EPA will notify Company in writing within 2 (two) business banking days of increase.

13. SECURITY DEPOSIT

- » A security deposit or "Reserve" may be required by EPA which shall be used by EPA to offset any returned items or chargebacks that EPA is unable to collect from Company's Settlement Account or other means as prescribed herein. Should EPA determine that a Reserve is required such deposit will be established through the ACH Services Approval Form. Reserve amount shall be revised based on periodic review of Company's transaction volumes, amounts and return ratios. Company hereby grants a security interest in any such Reserve funds held by EPA to secure Company's existing and future obligations to EPA under this Agreement. The Reserve funds shall be held by EPA for ninety (90) calendar days beyond the date of the last item processed by EPA on Company's behalf. In the event EPA has reason to believe that Company has acted in a fraudulent manner or has not obtained proper authorization from the receiver for transaction processed, EPA may extend the hold on the Company's Reserve funds up to the maximum time allowed by law.

14. THE SETTLEMENT ACCOUNT

- » EPA may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the settlement account of Company identified in the ACH Services Approval Form. Company shall at all times maintain a balance of available funds in the Settlement Account to cover Company's obligations under this Agreement. Company agrees that EPA or any affiliate of EPA may have the right to debit the Settlement Account in order to collect funds owed to EPA in regards to this Agreement at any time deemed necessary by EPA. Also, EPA may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of EPA, Company agrees to promptly provide to EPA such information pertaining to Company's financial condition as EPA may reasonably request.

15. PAYMENT BY COMPANY FOR ENTRIES; PAYMENT BY EPA FOR ENTRIES

- » Company shall pay EPA the amount of each credit Entry transmitted by EPA pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry. Payment will result in a single debit to the Company's Settlement Account on the Settlement Date for the sum of all credit Entries with that day's Settlement Date.
- » Company shall promptly pay EPA the amount of each debit Entry returned by an RDFI that was transmitted by EPA pursuant to this Agreement. In the case of a Company on Straight Settlement all debit Entries returned by an RDFI will result in a debit to the Settlement Account the day the return is received by EPA from the ACH Operator. If more than one return is received, the debit to the Settlement account will be a total of all returns received for that day by EPA. In the case of a Company on Net Settlement, all debit Entries returned by an RDFI will result in a reduction of the settlement for the original Entry. If return is received after the settlement date of the original entry, the return will result in a reduction in settlement due the day the return is received by EPA from the ACH Operator. If no settlement is due the date the return is received, there will be a debit to the Settlement Account for the amount of the return.
- » In the case of a Company on Straight Settlement, EPA shall pay Company the total amount of all debit Entries transmitted by EPA pursuant to this Agreement on the Settlement Date with respect to such debit Entries, resulting in a single credit to the Settlement Account. In the case of a Company on Net Settlement, EPA shall pay Company the total amount of all debit Entries transmitted by EPA pursuant to this Agreement minus the amount of any returns received for the original debits on the Settlement Date with respect to such debit Entries, resulting in a single credit to the Settlement Account.

16. VOLUME AND FINANCIAL RE-EVALUATION

- » Company shall provide EPA and the ODFI with copies of its annual financial statements within 45 days of Company's fiscal year end. EPA reserves the right to re-evaluate Company's financial position at its own discretion throughout the course of EPA's business relationship with Company. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of this Agreement in accordance with the terms herein.



17. COMPANY REPRESENTATIONS AND AGREEMENTS; INDEMNITY

- » With respect to each and every Entry transmitted by Company, Company represents and warrants to EPA and agrees that (i) each person shown as the Receiver on an Entry received by EPA from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by EPA as provided herein, (iii) entries transmitted to EPA by Company are limited to those types of credit and debit Entries set forth in Section 6, (iv) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC, laws, regulations, or orders applicable to the FinCEN; laws applicable to the Unlawful Internet Gambling Enforcement Act, and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (v) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify EPA against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.
- » Company bears all responsibility for its own employees' actions while in Company's employ. Company shall indemnify and hold harmless EPA and its officers, directors, employees and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorney's fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Company's representations and warranties contained herein, (ii) any alleged violation by Company of any applicable law, Rule or Regulation, or (iii) any action of Company, its agents or employees in connection with any Entry subject to this Agreement. Further Company acknowledges that EPA may rely solely on identifying numbers provided by Company to determine the bank and account in question for each Entry even if the numbers identify a bank or account holder that differs from the one Company has identified by name. Company shall indemnify EPA for any losses, liabilities, costs or expenses EPA or any third party suffers or incurs as a result of an incorrect account or other error. All disputes between Company and its Receiver(s) relating to any Entry will be settled by and between Company and Receiver. Company agrees that EPA bears no responsibility or involvement in any such dispute.
- » Company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.
- » Company has full power and to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and legally binding obligations of Company and is enforceable in accordance with its terms and conditions.
- » Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, government agency, or court to which Company is subject or any charter of Company, or conflict with or create any right to accelerate, terminate, modify, or cancel or require any notice under any other agreement, or other arrangement to which Company is a party or by which either is bound.
- » The information, documents, reports, financial statements, and other documentation provided by Company pursuant to this Agreement are correct, accurate, and complete and do not contain any untrue or misleading statement or fact.
- » The representations and warranties contained in this section do not contain any untrue statement of fact or omit to state any fact necessary in order to make these statements and information contained in this section not misleading.
- » The representations and warranties contained in this section do not contain any untrue statement of fact or omit to state any fact necessary in order to make these statements and information contained in this section not misleading.
- » Indemnification. In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, the Company shall indemnify and defend EPA and the ODFI and hold each harmless against and from any pecuniary loss arising out of or in respect of any such breach, including all damages, reasonable expenses, court costs, and attorney's fees incurred in connection therewith.

18. CUSTOMER AUTHORIZATIONS; RECORD RETENTION

- » Authorization. Before the Company initiates any Entry on behalf of a Customer, the Company shall obtain from the Customer such authorization as is required by the Rules. The Company shall initiate no Entry after such authorization has been revoked or the arrangement between the Company and the Customer has terminated.
- » Records. Company shall retain the original or copy of each authorization for the period specified by the Rules, and will furnish a copy thereof if requested by EPA or the ODFI.



19. RULES AND REGULATIONS VIOLATIONS

- » Company shall reimburse EPA for any fines or loss of funds imposed on EPA for any violation of the Rules or Regulations by the Company. EPA shall provide Company written notice of any such fine. In the event Company fails to comply with this remedy within thirty (30) days of notice, Company shall be assessed a fee per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA or any other governmental or legal authority. Assessment of such additional fee will in no way limit EPA's right to obtain other remedies available under applicable law.

20. EPA RESPONSIBILITIES; LIMITATIONS ON LIABILITY; INDEMNITY

- » In the performance of the services required by this Agreement, EPA shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. EPA shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. EPA shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Entry received from Company) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify EPA against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any claim or any person that EPA is responsible for any act or omission of Company or any other person.
- » EPA shall be liable only for Company's actual damages due to claims arising solely from EPA's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event shall EPA be liable for any consequential, special, incidental, punitive, or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by EPA and regardless of the legal or equitable theory of liability which Company may assert, including without limitation loss or damage from subsequent wrongful dishonor resulting from EPA's acts or omissions pursuant to this Agreement.
- » Without limiting the generality of the foregoing provisions, EPA 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 communication facilities, equipment failure, war, emergency conditions or other circumstances beyond EPA's control. In addition, EPA shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in EPA's having exceeded any limitation upon its intra-day funds position established pursuant to present or future Federal Reserve guidelines or in EPA's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- » Subject to the foregoing limitations, EPA's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.
- » EPA makes no warranty with respect to the services to be rendered under this Agreement, including without limitation, accuracy, merchantability, or fitness for a particular purpose. In no event will EPA be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the services or faulty service even if EPA has been advised of the possibility of such damages. The warranty and remedies set forth above are exclusive and in lieu of all others, either oral or written, expressed or implied.
- » EPA is not responsible for any costs including, but not limited to, those incurred as a result of lost profits or revenue, loss of time or use of the services, loss of data, costs of consultants, cost of substitute products, claims by third parties, or other similar costs. In no case will EPA's liability exceed the amount of the fees of a single month of service.

21. PAYMENT FOR SERVICES

- » EPA's charges for services rendered to the Company under this Agreement shall be computed in accordance with the ACH Services Approval Form. EPA may change the fees upon 30 days' prior written notice to the Company. Payment of these fees will be made by a direct charge to the Settlement Account. If a Debit for EPA's fees is returned or uncollectible for a period of three days after its transmittal, the EPA may cease providing services for Company and will be excused from the performance of all its obligations hereunder until the fees and all service charges with respect thereto have been paid in good funds.

22. AMENDMENTS

- » From time to time EPA may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any business day, and any part of the Appendixes attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in EPA's notice to Company.



23. TERMINATION

- » General. This Agreement may be terminated upon thirty (30) days' written notice by either party, provided that applicable portions of this Agreement shall remain in effect for ninety (90) days after the effective date of termination with respect to the Reserve Account and any Entries that the Company initiates prior to the effective termination date, to clear all returns against the Settlement Account.
- » Termination for Cause. EPA shall also have the right to terminate this contract immediately for cause, which shall include but not be limited to (i) the Company's failure to pay or settle Entries, (ii) the Company's failure to maintain the requisite balance in the Settlement Account or Reserve Account, (iii) the Company's failure to pay EPA's fees or service charges within three days after transmittal of a Debit to the Settlement Account therefore, (iv) the Company's noncompliance with applicable laws or the Rules, (v) excessive returned or rejected Entries submitted by the Company, in terms of number or amount, (vi) EPA's receipt of unauthorized, false, or fraudulent Entries or files of Entries, or inaccurate or fraudulent authentication data, (vii) the Company's failure to conform to EPA's specifications, (viii) the ODFI is required by the Agencies or other state or federal regulatory bodies to terminate its contractual relationship with EPA.
- » Notice Requirement. If the Company terminates this Agreement without the required notice, the Company authorizes EPA to debit the Settlement Account (or, if applicable, the Company's Reserve Account) for an amount equal to the Company's average monthly billing.

24. MISCELLANEOUS

- » Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that the Agreement or any section thereof was drafted by the party.
- » Tapes and Records. All magnetic tapes and related records that EPA uses in rendering services hereunder shall be and remain its property. Upon termination of this Agreement, EPA shall, at the Company's request and expense, make available information contained in such tapes or records then on hand.
- » Assignment. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the Company and EPA, except that the Company shall not have the right to assign this Agreement or any of the rights and duties hereunder to any person or entity without EPA written consent upon 60 days' advance written notice.
- » Entire Agreement. This Agreement, together with these Terms and Conditions, and including the ACH Services Approval Form, Personal Guarantee, Company Authorization, and any applicable schedules or exhibits to any of the aforementioned documents, constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written, and may be modified or amended only by a writing signed by both parties.
- » Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.
- » Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of the United States and the State of Tennessee.
- » Jurisdiction and Venue. In the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement or any other agreement between EPA and the Company, the parties (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Fulton County, State of Georgia, (ii) consent to venue and personal jurisdiction in such a court, and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (A) agree that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the address set forth on the ACH Services Approval Form attached hereto, and (B) waive any defense of insufficiency of service of such process.
- » Attorney's Fees. The prevailing party in any legal action regarding the enforcement, interpretation, or violation of this Agreement shall be entitled to recover its expenses, court costs, and attorney's fees from the other.
- » Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; and the remaining provisions herein shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.



- » **Waiver.** Waiver of the benefit of any provision of this Agreement must be in writing to be effective. The waiver by any party hereto of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by such party of compliance by the other party hereto with any of the covenants or other obligations contained herein. A failure by a party to insist upon strict compliance with any term of this Agreement, enforce any right, or seek any remedy upon any default of any other party shall not affect, or constitute a waiver of, such party's right to insist upon such strict compliance, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default.
- » **Notice.** Any notice or other communication required or permitted by this Agreement shall be in writing and may be given by personal delivery, overnight delivery service, or certified mail (return receipt requested) (postage prepaid). Notice shall be deemed given upon personal delivery thereof, on the day after such notice is deposited with an overnight delivery service or upon receipt of delivery of such notice by certified mail. Notices shall be sent to the addresses set forth on the ACH Services Approval Form. Failure or refusal of a party to accept receipt of a notice or other communication hereunder shall in no manner invalidate the notice.
- » **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signatures, which shall have the same force and effect as original signatures.

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AUTOMATED CLEARING HOUSE (ACH) AGREEMENT.

GENERAL. By signing this Agreement, Merchant hereby retains and appoints Company and any Third-Party Sender it may utilize from time to time ("Third-Party Sender") as Merchant's exclusive data processing and collection agent for processing Entries originated by Merchant for Credit and Debit to accounts of Customers, in accordance with the terms and conditions contained in the Agreement ("Terms and Conditions"). The Terms and Conditions are incorporated by reference in this Agreement and, in addition to any other exhibits, addenda, schedules, terms or amendments, shall comprise and be referred to as "the Agreement."

AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH). By signing this Agreement, Merchant grants consent and authorization to Company or its Third-Party Sender where applicable to initiate or transmit automatic Debit, Credit and Adjustment Entries to the Merchant's Settlement Account and Reserve Account. Each person signing below understands and agrees that Company, or its Third-Party Sender, will debit the account specified by Merchant for all setup fees, including any non-refundable application fee, as an ACH item and, upon receipt of the completed Application and Agreement, all subsequent monthly service and transaction fees, Returned Entries, charge backs, required withholdings, fines, fees, damages, or any other cost of processing transactions for Merchant via an ACH transaction in accordance with the Terms and Conditions included in this Agreement.

THIRD-PARTY BENEFICIARY. Merchant expressly acknowledges and agrees that Company's Third-Party Sender Checkgateway, LLC is an express and intended third-party beneficiary of the Agreement and has all the rights under the Agreement as if it were a party thereto, including, without limitation, the right to enforce any terms of the Agreement or assert claims against Merchant for breach of the Agreement.

AGREEMENT SIGNATURE. Each person signing below agrees that they have read and agree to the Terms and Conditions which have been provided to them and certifies that all information provided in the Application or otherwise to Company or its Third-Party Sender to provide services under this Agreement is true, correct and complete. Each person agrees to notify Company or its Third-Party Sender where applicable of any and all changes which occur from time to time in the information and statements contained in the Application and Agreement or otherwise provided to Company, Third-Party Sender, the ODFI, or anyone else relating in any way to this Agreement.

PERSONAL GUARANTEE To endure and in consideration of Third-Party Sender's acceptance of the Merchant Application and this Agreement, the undersigned agrees to be bound by all terms and provisions of this Agreement (which includes this Addendum and the Terms and Conditions) to the same extent and in the same manner as Merchant, and unconditionally and irrevocably personally guarantees performance of all of Merchant's obligations under the Terms and Conditions provided <https://achbanking.com/company/agreement> (URL) (as amended, renewed or extended) and payment of all sums due to Third- Party Sender by Merchant thereafter and, in the event of a default, hereby waives notice of default and agrees to indemnify Third- party Sender for any and all funds due from Merchant pursuant to terms of this Agreement. Guarantor(s) further agrees that Third- Party Sender may proceed directly against Guarantor(s) without first exhausting Third-Party Sender's remedies against the Merchant, any other person or entity responsible to Third-Party Sender or any security held by Third-Party Sender.

PLEASE CAREFULLY REVIEW THE ACH TERMS AND CONDITIONS PROVIDED TO YOU AND AVAILABLE AT <https://achbanking.com/company/agreement> [URL], WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE. THE TERMS AND CONDITIONS YOU ARE AGREEING TO ARE VERSION 2 (v.2). BY SIGNING BELOW YOU (I) REPRESENT AND WARRANT THAT YOU HAVE FULL POWER AND AUTHORITY TO BIND THE PARTY ON WHOSE BEHALF YOU SIGN; (II) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THOSE TERMS AND CONDITIONS AND (III) AGREE TO ACCEPT ELECTRONIC NOTIFICATION OF ANY CHANGES TO THOSE TERMS AND CONDITIONS. CONTINUED ORIGINATION OR ACCEPTANCE OF DEBIT OR CREDIT ENTRIES FROM OR BY COMPANY OR ITS THIRD-PARTY SENDER AFTER RECEIVING NOTIFICATION OF CHANGES TO THE TERMS AND CONDITIONS WILL CONSTITUTE MERCHANT'S ACCEPTANCE OF THE CHANGES AND ITS AGREEMENT TO THE CHANGED TERMS AND CONDITIONS.

Merchant Lucky's

Name Charlie jones

Signature Joe Black

IP: 172.58.160.116

Date: 04/11/2022

Signature Certificate

Reference number: PFB9T-MNGNQ-RFYJV-QDCE5

Signer

Timestamp

Signature

Joe Black

Email: joeblackwhite031@gmail.com

Sent:

11 Apr 2022 08:45:46 UTC

Viewed:

11 Apr 2022 08:46:13 UTC

Signed:

11 Apr 2022 08:49:34 UTC

Joe Black

IP address: 172.58.160.116

Location: Chicago, United States

Document completed by all parties on:

11 Apr 2022 08:49:34 UTC

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PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

