

Schedule 16
ELECTRONIC REMITTANCE SERVICES AGREEMENT - MERCHANT AUTHORIZATION

"Merchant":

"Fiserv": Fiserv Solutions, LLC

Address:

2900 Westside Parkway

City, State ZIP:

Alpharetta, Georgia 30004

Contact:

Phone: 678.375.3000

Fax:

Merchant's Tax ID#

This Merchant Authorization Agreement ("Agreement") is entered into as of _____, 202__ (the "Effective Date") between Fiserv and Merchant. Fiserv provides electronic bill payment services to consumers and businesses ("Customers") who utilize Fiserv to perform such services. At its Customer's instruction, Fiserv will process payments to Merchant for payment of the Customer's bill (the "Payment") by 1) electronically delivering the dollar amount of such Payments to Merchant and 2) initiating a debit in the same amount from the applicable Customer's designated bank account, each as further detailed herein. Fiserv is hereby authorized by Merchant to transmit Payments received via Fiserv's various payment channels electronically to Merchant and to transmit Merchant's Payment remittance data ("Data File") electronically as detailed herein (the "Service"). Merchant will continue to receive certain Payments by paper check.

Authorization

Fiserv shall provide separate remittance Data Files to Merchant each Monday through Friday, excluding Federal Reserve holidays, that Merchant receives Payments. Fiserv will transmit Payments funds and Data Files to Merchant as follows.

1. Auto Posting Payments:

File Type (check one):

- PPD - Prearranged Payment & Deposit
 CIE - Customer Initiated Entry

Line of Business:

- Loans (Personal, business, credit cards, and mortgage)

Merchant's ABA/ Routing Transit Number: _____

2. Manually Posting Payments:

File Type (check one):

- PPD - Prearranged Payment & Deposit
 CIE - Customer Initiated Entry

Line of Business:

- Loans (Personal, business, credit cards, and mortgage)

Merchant's Account Number: _____

Merchant's ABA/ Routing Transit Number: _____

3. CCD - Cash Concentration or Disbursement*

4. Direct Send* Fiserv will send the Data File to _____

5. Secure Download* Data Files will be accessible via secure download at a single SFTP site through Merchant's username and password. Merchant shall be responsible to maintain the security of its user name and password, as well as any failure to do so. The Data Files will be in the format communicated by Fiserv.

***Merchant Banking Information (to be completed for CCD, Direct Send, or Secure Download)**

Merchant shall establish and maintain for the term of this Agreement an account at a financial institution for the purpose of allowing Fiserv to credit Payments to Merchant.

Merchant's Financial Institution to be credited: _____

Merchant's Account Number at Financial Institution: _____

Merchant's ABA/ Routing Transit Number: _____

Payment Processing

Merchant shall establish and maintain for the term of this Agreement an account at a financial institution (the "Settlement Account") for the purpose of allowing Fiserv to credit funds to Merchant. Merchant hereby grants Fiserv authorization to affect electronic credits to the Settlement Account and Merchant agrees to execute any required documentation to grant such authority. The Settlement Account shall be the account designated above.

Merchant will post Payments to Customers' accounts within one business day of Fiserv transmitting the payments file to the Merchant. Merchant shall be responsible to Fiserv for the dollar amount of Payments credited to Merchant for which the corresponding Debit Entry is returned unpaid to Fiserv, irrespective of the reason for the return and shall reimburse Fiserv for all such Debit Entries. Merchant will promptly respond to and cooperate with Fiserv-initiated research requests involving Payments. Merchant agrees to aid Fiserv in the correction of invalid account numbers as a means of reducing future unidentified or paper transactions.

No Payment transmitted hereunder may be rejected by Merchant unless the remittance data for such Payment is incorrect or incomplete or the account is blocked or closed. It is Merchant's responsibility to (i) retrieve Data File(s) each day; (ii) promptly post the Payments; (iii) return to Fiserv in a format acceptable to Fiserv any Payments that cannot be posted; (iv) maintain current contact and notification information with Fiserv.

Merchant acknowledges that Payments will not be transmitted electronically where the Customer's account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and Merchant.

Reversibility

If Merchant elects Reversibility as described below, Fiserv will remit to Merchant an amount equivalent to the dollar amount of certain Payments (as further detailed below) before receiving such amount (or determining that it cannot obtain such dollar amount) from the Customer. Merchant makes the following election (please select one):

1. Merchant elects Reversibility

If Merchant has elected Reversibility, each Payment for an amount up to \$_____ (the "Electronic Payment Limit") will be remitted electronically through the Service with the exception of Payments that do not meet Fiserv's risk profile as determined by Fiserv. Payments above the Electronic Payment Limit will only be remitted electronically when Fiserv is able to verify availability of sufficient customer funds prior to submission of the Payment to Merchant.

All Payments not remitted to Merchant electronically will be remitted by paper check. For all Payments, Fiserv has the sole right to lower the Electronic Payment Limit at any time. Fiserv may require an amendment or replacement agreement to acknowledge changes to Electronic Payment Limit.

In the event Fiserv is unable to obtain the amount of any Payments from the Customer, Fiserv will initiate a reversal of such Payment (a "Reversed Item") following the elected option below. For all Payments, Merchant accepts full financial and unconditional responsibility for the dollar amount of all Reversed Items.

Reversibility Methods (if Merchant has elected Reversibility above, please select one)

- Debit:** Merchant agrees that Fiserv is authorized to initiate a debit of Merchant's designated account in the amount of the Reversed Items on or after the day Fiserv notifies Merchant of the reversal. In the event Fiserv is unable to debit Merchant's designated account at any given time, Fiserv will invoice Merchant for the dollar amount of the Reversed Items, in which case Merchant shall pay such amounts to Fiserv in accordance with the Fees and Invoicing section below.

Merchant's Financial Institution to be debited: _____

Merchant's Account Number at Financial Institution: _____

Merchant's ABA / Routing Transit Number: _____

- Net Settlement:** Merchant agrees that Fiserv is authorized to withhold the dollar amount of the Reversed Items from the amount of any future Payments or to invoice Merchant for the dollar amount of the Reversed Items, in which case Merchant shall pay such amounts to Fiserv in accordance with the Fees and Invoicing section below.

2. **Merchant declines Reversibility**

If Merchant has declined Reversibility, Fiserv will determine whether or not each Payment will be remitted through the electronic interface on a case by case basis. In the event Fiserv determines not to remit the applicable Payment through the electronic interface, such Payment will be remitted to Merchant by paper check.

Fees and Invoicing

Merchant agrees to pay Fiserv the following:

Implementation Fee: \$ _____

Electronic Remittance Fee: \$ _____ per Payment delivered
\$ _____ per month

Electronic Remittance Monthly Maintenance Fee: \$ _____ per month

Fiserv reserves the right to change the fees upon sixty (60) days' prior written notice to Merchant.

All invoices submitted to Merchant by Fiserv under this Agreement shall be due and payable within thirty (30) days after Merchant's receipt of the invoice. If any invoiced amounts remain unpaid thirty (30) days after Merchant's receipt of invoice, Merchant shall pay a monthly late charge based on the unpaid amounts equal to the lesser of 1.5% or the highest amount allowed by law until such invoice amount is paid in full. Merchant shall neither make nor assert any right of deduction or set-off from amounts invoiced.

Notices / Changes to Banking Information

Any written notice required or permitted to be given hereunder shall be given by: (i) Registered or Certified Mail, return receipt requested, postage prepaid; or (ii) nationally recognized overnight courier service, to the other party at the addresses listed on page one (for Fiserv, to the attention of the Assistant General Counsel, Biller Solutions with a copy to the Director, Account Management, Biller Solutions) or to such other address or person as a party may designate in writing. All such notices shall be effective upon receipt. Merchant may make changes to its bank account information by giving Fiserv at least 30 days prior written notice in accordance with Fiserv's procedures for such changes. If the change includes Merchant utilizing a different bank account, the parties will mutually agree upon the effective date of such change with respect to the Service.

Termination

This Agreement is effective as of the Effective Date and shall continue for a period of three (3) years and shall renew automatically for additional one (1) year terms unless:

- either party provides at least ninety (90) days written notice of non-renewal prior to the end of the current term; or
- either party defaults in the performance of any obligations under this Agreement and fails or refuses to remedy such default within thirty (30) days after written notice of the default, in which case either party may terminate this Agreement upon twenty-four (24) hours' written notice; or
- either party ceases doing business, or becomes insolvent or becomes a party to any bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, in which case this Agreement shall terminate immediately; or
- any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of Fiserv to perform hereunder, in which case Fiserv shall have the right to terminate this Agreement upon notice to Merchant.

If at any time Fiserv discovers or suspects that Merchant has not complied or is not complying with applicable laws, rules, or regulations, is involved in any fraudulent or illegal activity, no longer meets Fiserv's (or its processors' or routing banks') merchant requirements or otherwise poses risk to Fiserv, Fiserv shall in its sole discretion have the right to terminate this

Agreement immediately upon notice. Additionally, if Merchant is in breach of any of its contractual obligations to Fiserv under this Agreement, Fiserv reserves the right to suspend the Service at any time.

Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the following which will continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of Fiserv to continue its relationships with its Customers; (c) for all transactions occurring on or before the effective date of termination, the rights and obligations of each party to make or accept Payments and the obligations of Merchant to pay Fees and Expenses and fund returns and reversals; and (d) the rights and obligations set forth in sections 8 and 9 and any rights and obligations which by their nature survive termination of the Agreement. In the event Merchant owes Fiserv any amounts hereunder upon termination or expiration (including without limitation for Reversed Items), Merchant shall pay such amounts to Fiserv promptly upon such termination or expiration.

General

Merchant agrees to Fiserv's use of Merchant's logo in connection with identifying Merchant as a potential payee within Fiserv's electronic bill payment services. Fiserv shall retain all right, title, and interest in and to the Service and any deliverables provided hereunder, including any modifications, enhancements, additions, or upgrades to any of the foregoing, and all algorithms, code, designs, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights related to each of the foregoing are and shall remain the sole and exclusive property of Fiserv or its affiliates or licensors.

Merchant consents to Fiserv accessing, retaining, using, disclosing or sharing Data or combining Data with data from other clients or third parties including: (1) to provide the Services for Merchant or other Fiserv clients, (2) to develop, improve, or modify the Services or other services, (3) for analytics or (4) fraud prevention (collectively, "Permitted Purposes"). Fiserv may continue to access, retain, use, share or combine the Data for the Permitted Purposes following termination of this Agreement. In no event shall Merchant Data be used in a way that identifies Merchant to another client for whom Fiserv provides similar services. Merchant shall ensure that any activities or actions contemplated by this section are in compliance with Merchant's rights and obligations, including by providing any privacy notices, and obtaining any necessary consent. "Data" means data or information about Merchant, its customers, their transactions and other financial information covered by this Agreement, including any personally identifiable information. With respect to use of the Data for the Permitted Purposes, Fiserv will in all cases comply with applicable law (e.g. in accordance with GLBA and FCRA).

Each Party warrants that it will exercise reasonable care in the performance of its obligations under this Agreement and that it will comply with all laws, rules and regulations applicable to its performance hereunder, including the ACH Rules published by the National Automated Clearing House Association. Subject to the limitation set forth below, Fiserv shall be liable only for loss due to its failure to properly maintain the Service and its failure to comply with Merchant's instructions regarding the Service. Fiserv shall not be liable for loss due to inaccurate or untimely information.

FISERV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FISERV BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR OBLIGATIONS TO PAY AMOUNTS DUE OR OWING, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED.

Fiserv's sole and aggregate liability hereunder shall be limited to actual direct damages (if any) not to exceed the greater of 1) the amount paid by Merchant to Fiserv hereunder during the 2 months preceding the date the last claim accrued or 2) \$10,000; however, such limitation shall not relieve Fiserv of its obligation to remit the dollar amount of the Customer Payments to Merchant. In no event shall Fiserv be liable hereunder for damages of any other type or any greater amount, regardless of the cause of action.

Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, Fiserv may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any subsidiary.

This Agreement contains the full and complete understanding of the parties and supersedes all prior representations and understandings, whether oral or written, with respect to the subject matter hereof and may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. This Agreement shall be governed by the laws of the State of New York, without reference to provisions relating to conflict of laws. The Agreement may only be amended by written agreement signed by both parties. In the event that any provisions, or any portion thereof, of this

Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. This Agreement, along with any executed addenda attached, together with any Schedules or Exhibits, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. The parties and their affiliates may execute this Agreement and any exhibit or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.). Electronic signatures, or signatures transmitted by facsimile or electronically via PDF or similar file delivery method, shall each have the same effect as an original signature.

MERCHANT

Authorized
Signature: _____

Print: _____

Title: _____

FISERV SOLUTIONS, LLC

Authorized
Signature: _____

Print: _____

Title: Authorized Signatory