

## EXHIBIT J - Agreement For Remote Deposit Services

This Exhibit J - Agreement for PayPoint Services (“Exhibit J”) is between You and RemitCo, LLC, (“Contractor”). The terms of this Exhibit J are incorporated into the MSA and the parties hereto agree to be bound by such terms.

### **Remote Deposit Service Description:**

Exhibit J services provide the ability to: capture check and transaction images and data; complete reject repair, data entry adjustments and research, and reporting used to create an electronic deposit.

### **Defined Terms:**

“Cash Item” shall mean a “cash item” as defined under the FED’s Regulation J, 12 C.F.R. §210.2, and Operating Circular Number 3 of the FED, which, for clarification purposes, shall include only images of checks and image replacement document (IRDs) provided, however, the term “Cash Item” shall not include food coupons. With respect to image files, Cash Items shall not include savings bonds or foreign items.

“Check” shall mean a draft, as defined in the applicable Uniform Commercial Code, that is drawn on a bank located within the United States and payable on demand, but does not include a returned check. For clarification purposes, “Check” shall include images of checks and IRD.

“Check 21” shall mean the Check Clearing for the 21<sup>st</sup> Century Act, 12 U.S.C. §§ 5001-5018.

“Depository Bank” shall mean one or more banks mutually agreed upon by the parties for the purpose of receiving Authorized User’s deposits as contemplated by the Agreement.

“FED” shall mean Board of Governors of the Federal Reserve System or any Federal Reserve Bank, as applicable.

“Image” shall mean an electronic image of a Cash Item.

“Image Exchange” shall mean the clearing and settlement of an Image in electronic format direct to the payor or through a consortium.

“Image Replacement Document” or “IRD” shall mean a substitute check as contemplated by and defined in Check 21 and Reg CC.

“Reg CC” shall mean Regulation CC Availability of Funds and Collection of Checks, 12 CFR Part 229.

“Reg J” shall mean Regulation J Collection of Checks and Other Items by Federal Reserve Authorized Users and Funds Transfers Through Fedwire, 12 CFR Part 210.

“UCC” shall mean the Uniform Commercial Code adopted in the applicable state.

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### Contractor shall:

- (1) Provide Authorized User with access to a Remote Deposit website to facilitate the transactions (the "RD Website").
- (2) Prepare the Images for deposit and transmit an Image file, in a format to be mutually agreed upon (currently an x9.37 format), to the Depository Bank.
- (3) Communicate and route any unprocessable Images to Authorized User for resolution.
- (4) Make Images available for access by Authorized User for 90 days after receipt by Contractor.
- (5) Provide initial training based on a "train the trainer" concept.
- (6) Provide basic help desk support, which will typically be available 24 hours per day, seven days per week.

### Authorized User shall:

- (1) Image the front and back of all Checks and ensure that the Images are of a quality that will allow Contractor or the Bank, if necessary, to create an IRD, meeting the legal equivalency standards set forth in Check 21.
- (2) Destroy the original checks and prior to such destruction shall maintain such check in a secure location.
- (3) Ensure that (i) not more than one Image of the same item is submitted to Contractor; (ii) the Image is an accurate and unaltered recreation of the item as originally drawn by the drawee; and (iii) subject to exception processing, no original paper check that has been imaged and sent to Contractor pursuant to this Agreement shall be presented to a bank or other person for payment.
- (4) Repair, balance and review the Images and release the batch to Contractor.
- (5) Provide and support appropriate hardware, including scanners and desktop computer, and connectivity, as mutually agreed upon by the parties from time to time.
- (6) Maintain a Deposit Account with the Depository Bank.
- (7) Provide Contractor with all reasonably requested information with respect to the Depository Bank necessary for Contractor to submit to the deposit file on Authorized User's behalf; Authorized User shall remain the depositor with the Depository Bank.

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- (8) Obtain all necessary rights, documents, consents, approvals and other information from the Depository Bank necessary for Contractor to deposit the Images on Authorized User's behalf as described hereunder.
- (9) Have agreements in place with the Depository Bank requiring such Depository Bank to (a) acknowledge receipt of each transmission, and process each Image in accordance with standard banking practices, (b) promptly notify Contractor of any items received that cannot be processed due to image or quality concerns, (c) handle, process, track and report adjustments to the dollar amounts reported and paid in deposit files received and sent.
- (10) Hereby acknowledge and agree that the express and implied warranties set forth in Check 21, the provisions of Reg CC that implement Check 21, Reg J, and the UCC are applicable to Authorized User.
- (11) Have a limited, non-transferable, non-assignable, non-exclusive license to use the Remote Payment Capture software (the "RPC Software") provided by Contractor in conjunction with the Services. Contractor may change, update, or replace the RPC Software at any time upon notice to Authorized User, and Authorized User shall ensure Contractor or its agents have the appropriate access to the RPC Software once it's installed. No right or title is hereby conveyed to Authorized User other than the license to use the RPC Software in conjunction with the Services. Authorized User shall not decompile, disassemble or reverse-engineer the RPC Software. The license granted herein shall immediately terminate upon notice or automatically upon termination of the Agreement; upon termination of the license, Authorized User shall cause the de-installation of the RPC Software and the return or destruction of all copies of the RPC Software. Authorized User agrees that the RPC software is Confidential Information of Contractor.

### **Data Treasury License Acknowledgement:**

Authorized User acknowledges that it has been informed that First Data Corporation, an affiliate of Contractor, has a limited license from Data Treasury Corporation ("DTC") under and to U.S. Patent Nos. 5,910,988, 6,032,137, 5,265,007, 5,717,868, 5,583,759 and 5,930,778 ("DTC License") that may apply to check processing services provided by Contractor under this Agreement. The DTC License does not apply to: (a) transactions that are not processed by Contractor; or (b) Authorized User's use, assembly, configuration, or operation of all or any part of such check processing services, or any element, step, component, process, system, or portion of such check processing services in combination with all or any part of other software, equipment, services, processes, elements, steps, components, or systems not provided by Contractor.