

AGREEMENT

THIS AGREEMENT is made effective as of January, 2023 ("Effective Date") between Nacha, with offices at 2550 Wasser Terrace, Suite 400, Herndon, VA 20171, and Unifits ("Partner"), (collectively the "Parties").

WHEREAS, Nacha administers the ACH Network and facilitates the Nacha Operating Rules, which define the roles and responsibilities of financial institutions and other ACH Network participants;

WHEREAS, Partner is a technology services provider for the financial services industry;

WHEREAS, Partner and Nacha desire that Partner be recognized as a Nacha preferred partner ("Preferred Partner") of the services described in Statement of Work ("SOW") and any other SOWs as the Parties may execute from time to time ("Services");

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows

1. What is Included. The fees and benefits associated with this Agreement are described in the SOW and any other SOWs the Parties may execute from time to time.
2. License of Intellectual Property.
 - a. Nacha hereby grants a limited, non-exclusive license to Partner for use of the Nacha Preferred Partner name and trademarks, including the logo, in connection with sales and marketing by Partner of the Services described in the attached SOW(s). Partner hereby grants a limited, non-exclusive license to Nacha for the use of the Partner name and trademarks, including the logo, in connection with this Agreement. Each party agrees to use the Marks and Partner Marks without any changes, modifications, substitutions or alterations, and each party agrees to promptly notify the other party of any unauthorized use of the Marks and Partner Marks. Nacha does not formally endorse, certify, guarantee, sponsor, or warrant the Partner Services or the services of its employees, agents, or subcontractors. Upon termination of this Agreement, each party shall cease using the Marks and Partner Marks, and they shall be removed from any websites within 10 days of termination. Each party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section in addition to any other remedies in law or equity.
 - b. Partner can promote its offering as a Nacha Preferred Partner relative to advancement and/or support of the ACH Network in one of the following three categories: 1.) Compliance (the organization is offering or planning the release of a product or service for its customers to comply with an existing, new or future planned ACH rule; 2.) Risk and Fraud prevention (the organization is offering or planning the release of products and services for customers to implement industry best practice or better practices to mitigate ACH payment risk and fraud); or 3.) ACH Experience (the organization is offering or planning the release of a product or service that improves or removes friction for its customers when making or receiving ACH payments). Nacha retains the right to review and approve all uses of the Nacha Preferred Partner name and marks, including all marketing and promotional materials developed and produced by Partner in conjunction with the services and Programs, provided, however, that Nacha will not unreasonably withhold approval.

- c. Partner agrees that its usage of Nacha's intellectual property as described above will be restricted to the sales and marketing of the Services to bona fide members of Nacha and other industry participants and that the exploitation of such right of usage shall be to the best advantage of the protection of the name and goodwill of Nacha.
3. Best Efforts. Nacha and Partner agree to use their commercially reasonable efforts and cooperate in the performance of this Agreement so that its purposes may be successfully carried out. Both parties shall perform their duties in a professional, timely, competent, and high-quality manner in accordance with all applicable laws and requirements, including but not limited to federal, State, and the Nacha Operating Rules and any recognized industry best practices related thereto.
4. Payment. In exchange for being recognized as a Nacha Preferred Partner of the Services, for the license to use the Nacha Preferred Partner name and marks, and for other valuable consideration, Partner shall pay Nacha the amount identified in SOW and within the payment terms also indicated in SOW.
5. Agency. Nacha and Partner agree that this Agreement is not intended to create any partnership, joint venture, or agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that Nacha is in the business of providing the products and/or services provided by Partner.
6. Limitation of Liability; Indemnification.
 - a. NEITHER NACHA NOR PARTNER SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF SUCH LOSS OR DAMAGE) ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES.
Nacha specifically shall not be responsible for the obligations of its members or others to Partner for services rendered. Nacha also shall not be responsible for the obligations of Partner or any of its agents or subcontractors to their clients utilizing the Services. A PARTY'S TOTAL LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES THAT ARE INCURRED BY A PARTY AND SHALL NOT EXCEED THE FEES PAID BY Partner TO Nacha UNDER THIS AGREEMENT.
 - b. Subject to the exclusions and limitations set forth above in subpart (a), each party and, its respective officers, directors and employees shall indemnify and hold harmless the other party and its respective officers, directors, members, agents, and employees, from any and all third party claims, demands, suits, costs, expenses (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to the Services caused by the negligent acts or omissions or willful misconduct of, or breach of this Agreement by, either party, its employees, agents, or subcontractors in the performance of their obligations under this Agreement.
7. Representations and Warranties. Each party represents and warrants that nothing in connection with its performance under this Agreement infringes, whether indirectly or directly, on the intellectual property rights, including any copyright, trademark, trade dress, trade secret or patent or other proprietary or intellectual property right of any third party in the United States or in any country or jurisdiction worldwide.

8. Term of Agreement. This Agreement shall commence on the Effective Date above and will continue in force for the term of one (1) year, unless terminated earlier as provided in this Agreement or amended by additional Schedules. Thereafter, this Agreement may renew upon the mutual agreement of the parties. Either party may terminate this Agreement for breach upon thirty (30) days prior written notice. A breach of this Agreement shall include, but not be limited to: (1) significant complaints about the Services received by either party; (2) misuse of a party's name or marks; (3) material changes in the Services not previously agreed upon by the parties in writing; (4) bankruptcy of either party or an assignment for the benefit of its creditors; and (5) violation of Nacha's Code of Conduct. If Nacha terminates this Agreement for breach by Partner, it shall not issue any refund of the amount paid under this Agreement. If Partner terminates this Agreement for breach by Nacha, Nacha may reimburse Partner a pro-rata share of the fees paid by Partner under this Agreement.
9. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. Notwithstanding the foregoing, Partner must use all benefits conveyed under this Agreement during the most recent term identified on the attached SOW(s). If, through no fault of Nacha, Partner fails to receive or use any benefits listed on the applicable attached SOW(s), Partner shall be deemed to have waived its rights to receive said benefits and shall not be entitled to a refund of any amounts paid under this Agreement.
10. Successors and Assigns. This Agreement shall be binding on the Parties, but shall not be transferred to any successors and assigns without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Agreement may be transferred to an affiliate upon 30 days written notice and the opportunity to reject by Nacha.
11. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of the Agreement.
12. Amendment. This Agreement and the attached Appendix and Schedule(s) constitute the entire agreement between the Parties and supersede all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.
13. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, electronic notices, by mail or by overnight courier. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return receipt requested, with all postage and charges prepaid.
14. Governing Law. It is the intent of the parties that all questions with respect to the construction of this Agreement and the rights and liabilities of the Parties shall be determined in accordance with the applicable provisions of the laws of the state of Delaware.
15. Force Majeure. Either party's delay in, or failure of, performance under this Agreement shall be excused where such delay is caused by an act of God, fire or other catastrophe, electrical, computer or mechanical failure, work stoppage, or any other cause beyond the party's control.
16. Confidentiality. Neither party, nor its employees or agents, shall disclose the terms of this Agreement or any Confidential Information of the other party to any third party without the written consent of the other party, except as otherwise required by law (which if a party is required by a governmental agency or law to disclose any Confidential Information, it shall first give notice to the other party as far in advance as possible to allow the other party to seek a

protective order if necessary). For the purposes of this Agreement, "Confidential Information" means proprietary and confidential information of a party, including, but not limited to, information pertaining to its products, services, operations, technology, software, procedures, plans, data, financial statements and plans, pricing, transaction data, customers, vendors, employees, marketing and business plans or strategies, trade secrets and other information of a confidential or proprietary nature relating to the past, present or future business activities of a party. In the event of breach or threatened breach of this Section, either party may seek injunctive relief in any court of competent jurisdiction in addition to any other remedies in law or equity.

17. Arbitration. Any dispute, other than those relating to the confidentiality or intellectual property of a party with respect to this Agreement will be resolved in Delaware through binding arbitration in accordance with the applicable rules of the American Arbitration Association.

18. Nacha Code of Conduct Through integrity, professionalism and fairness, Nacha's Code of Conduct identifies the standards of behavior expected of our members, our various programs, and any non-member organizations engaged in Nacha activities or providing services to Nacha. By signing and proceeding with this Agreement, Partner agrees that it has read and agrees to abide by Nacha's Code of Conduct as stated below:

We do business according to the highest standards, both ethically and legally. In order to be in good standing under our Code of Conduct, your organization and representatives must:

1. Adhere to the spirit and letter of all applicable regulations and laws including: antitrust, banking, privacy, and other relevant laws.
2. Avoid participation, or appearance of participation, in any criminal offense or professional misconduct.
3. Conduct all activities and business in a professional manner that does not adversely affect the ACH Network.
4. Remain current with all Nacha financial obligations.
5. Comply with all applicable Nacha policies and procedures.
6. Work together to promote the efficiency, reliability, and security of the ACH Network.

*** Nacha reserves the right to disassociate itself from any organization that fails to abide by these principles or otherwise brings discredit to Nacha and/or the payments profession.*

SEEN AND AGREED:

Nacha DocuSigned by:
By: Holly Price
 602688B59AA04C6...
Title: Director, Sales
Date: 12/16/2022

Unifits DocuSigned by:
By: Walter Schmoelzer
 F3E1AFC6C4A0469...
Title: Managing Director / CEO
Date: 12/15/2022

Unifits

STATEMENT OF WORK

Category

- **ACH Experience**

Sub-category

- **ISO 20022 Education, Testing, & Automation**

Fee: \$20,000 annually

Strategy/Focus:

The strategy behind the Nacha Preferred partnership will focus on helping corporations with ISO20022 specifically how banks approach corporates and how they can work together and migrate to ISO20022.

Elements to achieve above strategy:

- Website Inclusion | Use of Nacha Preferred Partner Logo
- Webinar or Coffee Talk surrounding helping corporations with ISO20022 compliance
- Above the Fold Executive Briefing to emphasize the points established in the webinar
- Coffee Talk (or Cocktail Social) focused on strategic alignment
- Digital Retargeting Ads – 3-month, 50,000 impression campaign
- Branding at Smarter Faster Payments Conference if partner exhibits signage to be provided
- Nacha Support Manager
- Nacha Consulting – 30-minute complimentary consultation
- AAP and APRP Course Licensing at reduced rate

Full Details of the above listed in this link - [Preferred-Partner-Guidelines.pdf \(nacha.org\)](#)