

CASH MANAGEMENT AGREEMENT

This agreement is made this 30th (day) of January (month) 2023 (year), by and between: CDA Charter Academy, Inc. ("The Company") and bankcda ("The Financial Institution").

ACH ORIGATION

The Company has requested that the Financial Institution permit it to initiate electronic signals for paperless entries through the Financial Institution to accounts maintained at the Financial Institution and at other Financial Institutions, by means of Automated Clearing House ("ACH"). The Financial Institution has agreed to do so on the terms of the agreement.

Now, therefore, the Company and the Financial Institution agree as follows:

1. **Rules** - The Company agrees to comply with and be bound by the NACHA Rules. The Company will not make any entries that violate the laws of the United States. The Company may contact the bank to assist with ordering a copy of the NACHA Rules Book/CD via the NACHA website – www.nacha.org. The rules book is updated annually.
2. **Transmission of Entries: Security Procedures**
 - (a) The Company will transmit all debit/credit entries to the Financial Institution at the location, on or before the deadlines – all files must be received 48 hours in advance of the settlement date. Entries must be received prior to 1:00pm to be processed same day. The Company will confirm all entries to the format, content and specifications contained in the rules. The Company can only originate PPD (Prearranged Payment and Deposit) entries with account(s) on file in Attachment 1. The Company authorized the Financial Institution to transmit all entries received by the institution from the Company in accordance with the terms of the agreement and to credit/debit entries of the specified account.
 - (b) The Company's authorized representative(s) as described in Attachment 1 will access the ACH system by utilizing the prearranged log on procedures, user ID and Out of Band Authentication (OOBA). The Company is solely responsible for creating, maintaining and ensuring its own operator security procedures. The Company is solely responsible for controlling, monitoring and ensuring access to the ACH system by authorized employees of the Company.
 - (c) The Company is solely responsible for the accurate creation, modification and deletion of the account information. The Company agrees to comply with written procedures, as amended from time to time, and provided by the Financial Institution for the creation, maintenance and initiation of money transfers.
3. **Financial Institution Obligations** - In accordance with the rules, the Financial Institution will process, transmit, and settle for the entries received from the Company, which comply with the terms of the agreement, including without limitation security procedures.
4. **Warranties** - The Company represents and warrants that it has reviewed and confirms the accuracy of all warranties the Financial Institution is deemed by the rules to make with respect to entries originated by the Company. Without limiting the foregoing, the Company warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited/debited and otherwise complies with the rules; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owed to the Company from the party whose account will be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous credit; (c) the Company has complied with all pre-notification requirements of the rules; (d) the Company will comply with the terms of the Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if

applicable and shall otherwise perform its obligations under this agreement in accordance with all applicable laws and regulations. The Company will retain the original or copy of the customer authorization record as required by the rules for a period on not less than two (2) years after termination or revocation of such authorization and will, upon request of the Financial Institution, furnish such original or copy to the Financial Institution. The Company shall indemnify, defend and hold harmless the Financial Institution against any demand, claim, action, loss, liability or expense (including attorney's fees expenses) resulting from, arising out of or in any way related to any breach of any or of the foregoing warranties or agreements. This provision shall be binding on the Company regardless of any termination of the agreement.

5. **Provisional Credit** - The Company acknowledges that the rules make provisional any credit given for any 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.
6. **Settlement** - The Company will maintain an account with the Financial Institution at all times during the term of the agreement. The Company will maintain in the account as of the applicable transaction date immediately available funds sufficient to cover all credit/debit entries initiated by it. The Company authorizes the Financial Institution to debit its account on the applicable transactions date in the amount of each entry. If needed, the Financial Institution will suspend amounts, from the Company account, required to be available at settlement of the transactions.
7. **Cancellation or Amendment** - The Company shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to the Federal Reserve Bank (FRB) or crediting an on-us entry. The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of the Company (or any person purporting to have such authorization), and any communication shall be deemed to have been signed by such person. The Financial Institution shall have no liability if it fails to effectuate the cancellation.
8. **Rejection of Entries** - The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirement of Section 1 of the agreement and may reject any entry if the Company is not otherwise in compliance with the terms of the agreement. The Financial Institution will notify the Company by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the FRB, or in the case of an on-us entry, its effective entry date. The Financial Institution shall have no liability to the Company by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein, the Financial Institution hereby retains the right to reject any on-us transaction for any valid reason such as, but not limited to, insufficient funds or revoked authorization.
9. **Notice of Returned Entries** - The Financial Institution will notify the Company by telephone or fax of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. The Financial Institution will have no obligation to retransmit a returned entry if the Financial Institution complied with the terms of this agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. The Financial Institution has no obligation to originate where authorization has been revoked.
10. **Reversals** - The Company may initiate a reversing entry or file of entries as permitted by the rules.
11. **Periodic Statement** - The periodic statement issued by the Financial Institution for the Company's account will reflect entries credited/debited to the Company's account. The Company agrees to notify the Financial Institution within reasonable time not to exceed fifteen (15) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the period statement.

15. **Data Retention** - The Company shall retain data on file adequate to permit remaking of entries for two (2) years following the date of their transmittal to the Financial Institution as provided herein and shall provide such data to the Financial Institution upon its request.
16. **Termination** - Customer may terminate this agreement at any time and without cause by tendering to the Financial Institution an authenticated writing requesting termination. Such termination shall be effective on the second business day following the day the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice; provided that, however, the Financial Institution reserves the right to maintain the efficacy of this agreement for so long as may be necessary to complete any unsettled entries, as determined by the Financial Institution. The Financial Institution may terminate the agreement at any time and without cause upon tendering an authenticated notice to the Customer. The Financial Institution may also terminate this Agreement immediately if customer violates any other agreement between Customer and Financial Institution, including without limitation, any account agreement of the Financial Institution Online Business User Agreement, the NACHA rules of if the Customer or Financial Institution closes the account. **Any termination of the agreement shall not affect any of the Financial Institution's rights and Customer's obligations with respect to entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of the Agreement.**
17. **Authority to Audit ACH Origination Activity** – Without assuming any affirmative obligation to do so by the Financial Institution, Customer will allow Financial Institution access to premises where ACH origination activity takes place to review security practices, authorization files and any other paper or process that relates to ACH Origination. Audits shall be scheduled with consideration of staffing availability and convenience.
18. **Entire Agreement** - This agreement (including the attachment), together with the account agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such subject matter. In the event of any inconsistency between the terms of this agreement and the account agreement, the terms of this agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this agreement would result in a violation of any present or future statute, regulation, or government policy to which the Financial Institution is subject and which governs or affects the transactions contemplated by this agreement, then this agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment.
19. **Non-Waiver** – Failure of either party to enforce, at any time, any provision of this agreement shall not constitute a waiver of such provisions in any way or the right of such party at any time to avail itself to such remedies as it may have.
20. **Non-Assignment** - The Company may not assign the agreement or any of the rights or duties thereunder to any person without the Financial Institution's prior written consent.
21. **Binding Agreement Benefit** - This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors. This agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
22. **Headings** - Headings are used for reference purposes only and shall not be deemed a part of this agreement.

The Company's failure to notify the Financial Institution shall constitute a waiver by the Company as to any discrepancies due to the Company but will not modify any rights of the Financial Institution as outlined herein.

12. **Fees** - The Company agrees to pay the Financial Institution for services provided under the agreement a monthly maintenance fee of \$15.00 USD. There is no charge for the following: Per Transmission of File, Per Transaction Originated, Return Items or Notification of Change. The Financial Institution may change its fees from time to time upon a 30-day notice to the Company.
13. **Liability** – The parties recognize and agree that the terms of this Section 13 shall survive any subsequent termination of the agreement.
 - (a) The Financial Institution shall be responsible only for performing the services expressly provided for in the agreement and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorizations of any entry received from the Company) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any receiver or receiving depository Financial Institution (including without limitation the return of an entry by such receiver or receiving depository Financial Institution), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify, defend and hold harmless the Financial Institution against any demand, claim, action (whether in district court, federal court, arbitration or any other setting), loss charge, cost, fee, liability or expense (including attorney's fees and expenses) resulting from, arising out of, or in any way related to any claim of any person that the Financial Institution is responsible for any act or omission of the Company or any other person described in this section 13(a).
 - (b) In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with the agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this agreement.
 - (c) Without limiting the generality of the foregoing provisions, the Financial Institution 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, pandemic, acts of God, union strikes or any other circumstances/events beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in the Financial Institution having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or if in the opinion of the Financial Institution, the processing of the request would otherwise 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. Government regulatory authority.
 - (d) Subject to the foregoing limitations, the Financial Institution's liability for loss shall be limited to monetary damages not to exceed the total amount paid by the Company for the affected ACH service, as performed by the Financial Institution under this agreement for the preceding 30 calendar days. In no event shall the Financial Institution be liable for any consequential, special, or indirect loss or damage which Company may incur or suffer in connection with agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Financial Institution's act or omissions pursuant to this agreement.
14. **Inconsistency of Name and Account Number** - The Company acknowledges that payment of the entry may be made on the basis of the identified account number alone even if the request describes an account number that is not associated with the named receiver.

23. **Governing Law/Venue** - This agreement shall be construed in accordance with and governed by the laws of the State of Idaho and the NACHA rules. The exclusive venue for any action arising out of or relating to this agreement shall be in the State District Courts of Kootenai County, Idaho.

POSITIVE PAY

To be eligible to participate in the Financial Institution's Positive Pay Program, Company agrees to comply with, and is bound by, the following term and conditions:

1. Company shall maintain at least one checking account with Financial Institution, which must at all times be in good standing in order to participate in Positive Pay. If there is any change in ownership or signing authority on any of the account(s) held by Company at the Financial Institution, written notification must be immediately provided to Financial Institution as required in the checking account agreement. By electing to participate in the Positive Pay Program, the Company authorizes those users listed in Attachment 1 to have full access and privileges to the Eligible Account(s) to which this agreement applies. Eligible Accounts are listed on Attachment 1 and identified as Positive Pay Accounts.
2. Company must have and maintain access to the Financial Institution's Online Banking system and must list all user(s) in Attachment 1 that Company authorizes to utilize Positive Pay.
3. **File of Issued Checks** - The Positive Pay Program requires the Company to provide the Financial Institution with a data file of all checks issued by the Company, which must include the check number, issue date and exact amount of the check ("Issued Files") at least one business day before such checks are distributed by the Company to the receivers. Issued Files can be uploaded or manually entered into Online Banking on a monthly, weekly, daily, or on an as needed basis.
4. **Checks Covered by Service** - The Positive Pay Service applies only to checks issued by the Company from the Eligible Accounts specifically designated for the Positive Pay service and include in an Issued File(s). The Company must provide to the Financial Institution in the timeframes set forth above, and keep up to date, a list of its Issued Files.
5. **ACH Entries** - Positive Pay will not stop the payment of checks that have been converted to ACH entries. ACH Rules prohibit the conversion of business checks as long as they meet the standards published in the ACH Rules. The Company is responsible for assuring that Company's checks meet these standards to utilize the Positive Pay service. The Company must immediately inform the Financial Institution if Company believes a check has been improperly converted to an ACH entry.
6. **Exception Items** - Without creating any affirmative obligation to do so, the Financial Institution may send daily notifications to the Company that will attempt to identify an "Exception Item." Items that may be noted as an Exception Item include if a check (i) is presented and not found in the Issued File, (ii) is a duplicate of a previously paid item, (iii) is listed in the Issued File with a Stop Payment status, (iv) is listed with a Void status in the Issued File, (v) has a different dollar amount than is shown in the Issued File, (vi) does not have a serial number, or (vii) is listed in the Issued File but is dated more than 180 calendar days ago.
 - a) **Pay/Return of Exception Items** - Regarding those checks identified by the Financial Institution as an "Exception Item" the Company must, no later than 9:00 a.m. (PT) on the first business day

following the post by the Financial Institution, identify the Exception Item for "Pay" or "Return." Failure to provide a response within the specified timeframe will be treated by the Financial Institution as an election by the Company to PAY the Exception Item. If the Company issues a "Return" decision on an Exception Item within the timeframe specified, the Exception Item will automatically be returned by the Financial Institution Altered/Fictitious unless an alternate reason is emailed to ebanking@bankcda.com.

7. **Payment of Checks** – The Company agrees that the Financial Institution may treat all checks bearing the Company's name as validly issued and properly payable, and that the Financial Institution may process such items for payment regardless of the Company's participation in the Positive Pay Program.
 - a) **Violations** – Without limiting the foregoing, a violation of the Positive Pay Program occurs when a check is physically presented for payment with a Teller at one of the offices of the Financial Institution and is not listed in the Issued File. The Financial Institution will endeavor to identify such inconsistencies and not process the same for payment until the check is listed in the Issued File. Individuals presenting checks not listed on the Issued File will be directed to contact the Company.
8. **Termination** – Either the Financial Institution or the Company may terminate the Positive Pay Program at any time by providing written notice to the other. Effectively immediately upon receipt by Financial Institution of Company's notice to terminate, Financial Institution shall have no further obligation to perform Positive Pay services or to notify the Company of any Exception Items, including Exception Items pertaining to checks added to the Issued File prior to the effective termination date. Any termination of the agreement shall not affect any of the Financial Institution's rights and Customer's obligations with respect to warranties, representations, duties to defend, indemnify and hold harmless Financial Institution, or any other obligations assumed by Company with respect to this agreement.
9. **Fees/Rules** – Company agrees that the Financial Institution has the right to change the fees for the Positive Pay Program upon written notice to the Company. In addition, the Financial Institution has the right to amend these rules from time to time by providing the Company with a copy of the amended rules.
 - a) Without limiting the foregoing, the rate in effect at the commencement of participation in the program is as follows: **Positive Pay Monthly Service Fee: \$25.00**
10. **MICR Encoding** – If the Company orders or prints checks from any check-printing vendor other than MainStreet Checks, the Company agrees to insure the MICR encoding link is of high quality. The Company acknowledges that using low quality MICR ink could result in a large number of Positive Pay exceptions.
11. **Representations and Warranties of the Company** – The Company represents and warrants that: (a) it is fully authorized to enter into and perform under this Positive Pay Program and that this agreement constitutes a legal, valid and binding obligation of the Company; (b) the Company is solvent and in good standing in the State of its organization and is properly registered to do business in the State of Idaho; (c) it is not the present intent of the Company to seek protection under any Bankruptcy laws; (d) all currently issued checks are, and all checks to be issued will be at the time of their creation, bona fide and existing obligations of the Company; and (e) the Company is in compliance with, and will at all times comply with, applicable federal and state law relating to the issuance of checks and all documents and practices related thereto. These representations and warranties will survive any subsequent termination of this agreement.
12. **Liability; Limitations On Liability; Indemnity** - The parties recognize and agree that the terms of this Section 12 shall survive any subsequent termination of the agreement. The Positive Pay Program is not an insurance product covering loss suffered by Company as a result of fraud or other form of unauthorized

transaction. To the extent applicable, the liability provisions of the Uniform Commercial Code as enacted in Idaho shall govern this Agreement. The Financial Institution will exercise ordinary care in providing the Positive Pay Program services.

(a) Without limiting the foregoing, the Financial Institution shall be responsible only for performing the services expressly provided for in this agreement and shall be liable to the Company only for direct loss incurred by Company (not consequential or indirect loss as further described below) which are caused exclusively by the gross negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for any acts or omissions of the Company (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any file received from the Company) or those of any other person. The Financial Institution is authorized by the Company to process transactions in accordance with the information that Financial Institution receives in the Issued File by Company. Company shall be solely responsible for the information contained in the Issued File, and Financial Institution shall have no responsibility for erroneous data provided by Company. Company hereby agrees to indemnify, defend and hold harmless the Financial Institution from and against any demand, claim, action (whether in district court, federal court, arbitration or any other setting), loss, charge, cost, fee, liability or expense (including attorney's fees and expenses) resulting from, arising out of or in any way related to the Positive Pay Program.

(b) In no event shall Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this agreement, including losses or damages from subsequent wrongful dishonor resulting from our acts or omission pursuant to this agreement.

(c) Financial Institution 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, pandemic, act of terror, emergency conditions, acts of God, union strikes or any other circumstances/events beyond the Financial Institution's control.

(d) Financial Institution's liability for loss of interest resulting from the error or delay of Financial Institution, if any, shall be calculated by using the current rate posted on the account for the period involved. At the option of Financial Institution, payment of such interest may be made by crediting Company's account.

13. **Entire Agreement** – This agreement represents the entire and integrated agreement between the parties and supersedes any and all prior agreements of the parties, whether written or otherwise concerning the subject matter hereof.
14. **Non-Assignment** - The Company may not assign the agreement or any of the rights or duties thereunder to any person without the Financial Institution's prior written consent.
15. **Non-Waiver** – Failure of either party to enforce, at any time, any provision of this agreement shall not constitute a waiver of such provisions in any way or the right of such party at any time to avail itself to such remedies as it may have.
16. **Binding Agreement Benefit** - This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors. This agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
17. **Headings** - Headings are used for reference purposes only and shall not be deemed a part of this agreement.

18. **Governing Law/Venue** - This agreement shall be construed in accordance with and governed by the laws of the State of Idaho. The exclusive venue for any action arising out of or relating to this agreement shall be in the State District Courts of Kootenai County, Idaho.

I agree to the terms of the selected product(s) in the Cash Management Agreement.

Company bankcda

Company Name: Coeur d'Alene Charter Academy Employee Name: _____

Authorized Signer: Angela Durick Signature: _____

Authorized Signature: *Angela Durick* Title: _____

Title: Business Manager

APPROVED ACH Origination Limit: _____

Approving Officer Name: _____

Approving Officer Signature: _____ Date: _____

ATTACHMENT 1

AUTHORIZED USERS/ACCOUNTS FORM

Date: January 30, 2023

Company Name: CDA Charter Academy, Inc.

User Full Name: (Printed)

Gayla Fleming Positive Pay ACH Origination

Angela Durick Positive Pay ACH Origination

_____ Positive Pay ACH Origination

_____ Positive Pay ACH Origination

The following accounts will be set up for one or both applications:

Account Number: 17002015 Positive Pay ACH Origination

Account Number: _____ Positive Pay ACH Origination

Account Number: _____ Positive Pay ACH Origination

Account Number: _____ Positive Pay ACH Origination

Angela Durick
Authorized Account Signature

ANGELA DURICK
Authorized Name (Print)

1/30/23
Date

