Electronic Funds Transfer Agreement

TERMS AND CONDITIONS

1. Introduction

This is our (MWI) Agreement with you by which you can send electronic funds transfers through the Automated Clearing House (ACH) and the Bankcard system.

MWI and you agree to be legally bound by these terms and conditions. This Agreement states the terms and conditions on which MWI, the Bankcard system and the ODFI will receive, process and distribute payment files which you, or MWI originate on your behalf. The detailed procedures for the use of each payment service are contained in the Exhibits that are part of this Agreement, and in other Documentation, which is referred to in the Exhibits and other material that MWI may supply to you. When you begin to use a particular service, you agree to be legally bound by all of the terms stated in the Documentation for that service. The Documentation is an integral part of this Agreement and is incorporated into it by this reference. This Agreement and the Documentation are intended to be read together. However, if there is any inconsistency between them, then the terms of the Documentation will control.

All transactions processed through ACH network are subject to the National Automated Clearing House Association Rules “NACHA Rules” or “Rules”, as outlined in (Exhibit E) and the rules of any applicable ODFI, Automated Clearing House or Federal Reserve Bank. Transactions which result in a debit or credit to a consumer’s account are also subject to Regulation E of the Board of Governors of the Federal Reserve System. All transactions processed through the Bankcard system are subject to the Bankcard rules and regulations. MWI and you agree to comply with the NACHA Rules, Regulations E, Bankcard system rules and any other applicable laws, regulations and rules as amended from time to time.

2. Originating Entries

We will originate Payments that conform to the Rules and in the Documentation for the specific service. You agree to comply with all of the obligations of an Originator under the Rules.

We may reject any Payment, which does not comply with the requirements of this Agreement, including the Security Procedures, Risk Controls, and Account Limits listed in (Exhibit B), or for which we have reason to believe you have breached one or more of the warranties you made to us or for any other reason permitted under the Rules. We may also reject a Payment if, in our reasonable judgment, processing the Payment would cause us to violate any applicable law or regulation or was not properly authorized.

If you ask us to cancel a Payment and your request complies with our Security Procedures, we will use reasonable efforts to comply with your request prior to transmitting it to the ACH or Bankcard systems. However, we will not be liable to you if we are unable to cancel the Payment.

If a Payment is returned to us through the ACH or Bankcard systems, we will notify you no later than the next business day. We will have no obligation to retransmit a returned Payment. You must retransmit the Payment to us unless you have selected the automated check re-presentment service offered by us.

3. Settlement for Entries

You may choose to have Settlement Funds deposited in your Account located at a participating ODFI, or have Settlement Funds deposited into your settlement Account located at our ODFI and transferred to your bank Account in accordance to your Transfer Account(s), as outlined in (Exhibit C) and Settlement Period as outlined in (Exhibit F). If a Payment is returned to us as uncollectable, unauthorized or contested by the Payer you agree to reimburse us for the payment collected and agree pay all Charge Back and Uncollectable fees assessed by the Bankcard system or by the ODFI. We reserve the right, and you grant us the right, to charge the amount of returned Payments to your Account. It will be your responsibility to accept all returned payments and provide required collection efforts.

4. Security Procedures

You will name one or more authorized representative(s) to act for you with respect to the services we provide under this Agreement as outlined in (Exhibit B). Our Security Procedures are designed to assure the authenticity of Payments issued to us. You also understand that Security Procedures are not designed to detect errors in the content of a Payment, and we assume no responsibility for doing so. If we follow the Security Procedures when accepting a Payment you agree that you will be liable for that Payment, whether or not the Payment was properly authorized and whether or not those Security Procedures are suitable, or "commercially reasonable", for you.

You acknowledge that after reading this Agreement, you have been advised of the various Security Procedures employed by us, that you understand them, and that the Payments that are issued to us under this Agreement will employ Security Procedures suitable to your particular circumstances.
5. Confidentiality of Security Procedures

Our Security Procedures are strictly confidential and should be disclosed to only those individuals who are required to know them. You shall instruct those individuals that they should not disclose the Security Procedures to anyone. You must establish and maintain procedures to assure the confidentiality of these Security Procedures.

We assume no responsibility to discover, audit or report to you any possible breach of security or unauthorized disclosure or use of such Security Procedures by your employees, agents or representatives, other than as set forth herein and the Documentation. You shall promptly notify us of any suspected compromise of security (whether or not involving your employees). We reserve the right to change our Security Procedures upon notice to you.

6. Additional Terms and Conditions

A. Recording Conversations - you agree, on behalf of you and your employees that we may record any telephone conversation we have with you or with them, in connection with the services we provide to you under this Agreement. However, we will not be liable to you if we do not record a conversation.

B. Confirmation, Account Reconciliation - we will provide notice of all Payments to your Accounts through our report system. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any report and your periodic bank statement, whichever is received first, then we are not required to make adjustments to your Account.

C. Proprietary Information and Confidentiality - you acknowledge that all computer programs, data bases, equipment, trade secrets, processes, proprietary data, Documentation and related materials which we provide or make available to you ("Products") are confidential and are owned exclusively by us, the ODFI or by the third parties from whom we have secured the right to use the Products. Except as required by law, you agree to treat the Products as confidential, not to copy the Products except to the extent necessary to use the services we provide, and not to disclose or otherwise make them available in any form to any person or entity except on a need-to-know basis to your own employees. You will instruct your employees to whom you permit access to the Products as permitted by this Agreement to keep them confidential in like manner.

D. Fees and Payment for Services - all fees for Payment services under this Agreement shall be in accordance with our most current published electronic payment services fee schedule in effect at the beginning of each school year. You will be notified by mail of any changes to the fee schedule thirty (30) days prior to the beginning of each school year. Fees authorized by you will be electronically debited from your Account monthly, or if directed by you, fees will be withdrawn from your parent’s or guardian’s or other payer’s Account with their authorization. If you do not pay the fees you authorized within thirty (30) days we may cease providing the services required by this Agreement and will be excused from the performance of all items in this Agreement and from all liability that may arise therefrom.

E. Your Warranties and Indemnification - you warrant to us that for each Payment submitted to us for processing, (1) you have obtained all authorizations from Payer which are required by the Rules, by Regulation E or other applicable law and this Agreement; and such authorizations are still valid and have not been revoked by operation of law or otherwise; (2) if required to be in writing, you will retain all such authorizations for a period of two years after their termination or revocation and provide a copy to us upon request; (3) each Payment has been submitted with your authorization and in accordance with all terms of this Agreement, including our security procedures. You agree to indemnify and defend us against and hold us harmless from any liability, losses, claims, demands, damages, including attorney fees, expenses, and costs arising out of your breach of the preceding warranties or of any other provision of this Agreement.

F. Limitation of Liability - we will be liable only for our own negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure or delay in execution of any Payment resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the services we provide hereunder.

We make no warranties, express or implied, in connection with the services we provide to you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose. In no event will we be liable for any consequential, incidental special or indirect losses, damages (including dishonor of checks or other items), or expenses (including counsel fees) which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

G. Termination - either you or we may terminate this entire Agreement or a particular service at the end of the "School Year" by providing the other party thirty (30) days prior written notice. We may also terminate this Agreement or a particular service immediately if one or more of the following occurs: (1) You fail to perform or comply with any of the terms or conditions of this Agreement; (2) any warranty or representation you have made proves to be false or misleading; (3) any proceeding for involuntary bankruptcy, insolvency or similar proceeding is commenced by or against you; or (4) in our, or the ODFI, reasonable judgment we, or the ODFI, think there has been an adverse change in your financial condition.
7. Definitions

The following terms used in this Agreement have the meanings defined below:

"We", "Our", "Us", and MWI" means Magic-Wrighter, Inc.
"You" and "Your" means your school district or organization.
"ODFI" means Originating Depository Financial Institution and is the financial institution where payments are processed.
"Payment" means the payment of money from the deposit account or credit card of a Payor.
"Settlement Date" means the date of funds transfer to your Account.
"Settlement Funds" means the amount that will be deposited into your Account.
"Bancard System" means the network that processes and settles credit card payments.

All other terms used in this Agreement and defined in the Rules have the meanings defined therein.

8. Entire Agreement

The terms of your account agreement(s) with us and the ODFI are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then this Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions, which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreements between us relating to these services for your Account. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this Agreement.

9. Changes

From time to time, you may change information you have provided to us in Exhibits. You agree that we may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us, signed by your duly authorized Account signer(s), and have a reasonable opportunity to act on such notice. Such changes will be subject to this Agreement.

From time to time, we may amend this Agreement or may change information specified in the Documentation by written notice to you. Such changes will become effective when you receive them or at a later date if specified in our notice to you.

10. No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either of us.

11. Notices

Unless otherwise stated in this Agreement, all notices required by this Agreement or by law to be given by either of us shall be sent via first class U.S. Mail, by hand delivery, electronically or by any other means agreed upon between us. We will send written notice to you at the address given by you on Exhibit A. You will send written notices to us at the address given below.

Magic-Wrighter Inc.
1039 Three Mile Road NW
Grand Rapids, MI 49544

12. Assignment, Successors

This Agreement may not be assigned by either of us without the other’s written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

13. Governing Law

This Agreement will be governed by the laws of the state of Michigan with respect to any Entry subject to Article 4A of the Uniform Commercial Code and by Article 4A of the U.S. Uniform Commercial Code act.

MAGIC-WRIGHTER, INC.

By: ____________________________  ____________________________
Signature                   Authorized Signer

Date: ____________________________  ____________________________

[Signature]

[Date]

[Handwritten Signature]

[Date]
Exhibits

Exhibit A - School Information

Charter Schools USA - Louisiana 6215 N. Federal Hwy 5th. Floor.
(School Name)

FT. Lauderdale FL 33308 954-202-3500 954-202-3512
(Address Line 1)

(City)

Street

(CI. Pode)

(Tax ID)

34308

(Phone Number)

(Email Address)

(Fax Number)

(Other)

(Kristina Pace)

(Approximate Number of Students in the School District: 2409)

School Lunch Program: Power Lunch

Student Information Program: Power School

School Accounting Program: ________________

Exhibit B - Authorized Representatives and Security

School shall disclose its confidential access codes and passwords only to the employee(s) responsible for e-Funds for Schools. School is responsible for maintaining (changing) its passwords on a regular basis or in the event of employee termination. The following employee(s) is/are authorized as a main contact person regarding e-Funds for Schools:

Kristina Pace

Beverly Wooten

School is to notify MWI immediately upon its knowledge of any unauthorized personnel who may have gained access to e-Funds for Schools confidential access codes or passwords without proper permissions.

Exhibit C - Specified Bank Accounts for Funds Transfers

The following are authorized school bank accounts that can receive Credit and/or Debit Entries. List all accounts that will receive payment activity. (The Deposit Table # and description are used to identify and reference accounts once they are encrypted.)

<table>
<thead>
<tr>
<th>Deposit Table #</th>
<th>Account Description</th>
<th>Routing Number</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MIDE - Food</td>
<td>065480137</td>
<td>167911650</td>
</tr>
<tr>
<td>2</td>
<td>LECRA - Food</td>
<td></td>
<td>938517711</td>
</tr>
<tr>
<td>3</td>
<td>MAGN - Food</td>
<td></td>
<td>178922483</td>
</tr>
<tr>
<td>4</td>
<td>SW/LCR - Food</td>
<td></td>
<td>105263610</td>
</tr>
</tbody>
</table>

Billing Account to debit for reason of miscellaneous fees to be billed to the school (see Exhibit G and Exhibit H of this agreement):

Routing Number

Account Number

Use the same bank accounts used for the deposits. See Richard Weihl for clarification.
### Exhibit D – School Building Information

List all School Building Names and their Building Numbers that are used at each school district.

<table>
<thead>
<tr>
<th>School Building Name (High School, Elementary School, etc.)</th>
<th>School Building/Site #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baton Rouge Charter Academy (Middle)</td>
<td>33001</td>
</tr>
<tr>
<td>Lake Charles Charter Academy</td>
<td>346801</td>
</tr>
<tr>
<td>Magnolia School of Excellence</td>
<td>58</td>
</tr>
<tr>
<td>Southwest Louisiana Charter Academy</td>
<td>328001</td>
</tr>
</tbody>
</table>

### Exhibit F - NACHA Rules

To be provided at time of training.

### Exhibit F – Settlement Period

Funds will be settled into school’s account(s) no later than the third day after payment has been debited from the payer’s account under normal circumstances.
Exhibit G - ACH Fee Schedule

One time setup fee: $1,500.00 (waived)

CHECKING (ACH) PAYMENTS:

Option 1: “Parent Pay Program” (If fee is paid by Parent/Guardian ... no school fees)

$1.00 fee is charged for each payment (* transaction) that is made to the school through e-Funds for Schools.

Option 2: “School Pay Program” (If fee is paid by the school)

$.40 fee is charged for each payment (* transaction) that is made to the school through e-Funds for Schools.

*A transaction is a payment that can be for multiple students; multiple items, across multiple schools, and can be deposited into multiple bank accounts if desired. (An unlimited number of items can be paid for by the parent in a single transaction.)

(Please circle either Option 1 or Option 2 above)

Misc e-Check Fees

Uncollectible Payment $2.50
Insufficient Funds (NSF) $15.00 (Paid by Parent/Guardian)

Misc Fees

Daily Reports $25.00 per month (waived)
Pay by Phone 800 Number $1.00 per payment (Paid by Parent/Guardian)
Cancel File Request
File Reversal Fee $50.00
File Reversal Fee $75.00

Exhibit H - Credit Card Fee Schedule

CREDIT/DEBIT CARD PAYMENTS:

☐ No Cost Plan: A flat convenience fee of $2.45 / $100 per transaction is paid by the parent. The convenience fee is disclosed to the parent for their authorization and then is added to the total payment amount of items being paid to the school. The school has no costs.

☐ Shared Cost Plan: An optional risk exposure program will charge the parent a flat fee of $2.45 for all payments and there is no daily risk limit, however the school will be charged a processing fee of two percent (2%) on the total amount of any payments greater than $100. (Single transaction payment amounts under $100 will bear no costs to the school.)

☐ Full Pay Plan: Our school district will pay all fees for credit card payments from our parents. The fee is 2.89% of the total gross payment amount plus $.20 per transaction.

Misc, Credit Card Charges

Returned Credit Card Pmt $25.00
Returned ACH Credit Card Settlement or ADJ $25.00
Credit Card Research Fee $25.00
Request for Credit Card Copy $25.00

I hereby acknowledge and accept all fees as outlined in Exhibit G and Exhibit H of this agreement.

Signature: _______________________________ Date: 7/31/13

Print Name: _______________________________
AMENDMENT TO
SERVICES AGREEMENT

This amendment to that certain agreement for electronic funds transfers services ("Amendment") by and between Magic-Wrighter, Inc. ("Vendor") and Acadiana Renaissance Charter Academy ("School") dated July 31, 2014, is made and is effective this 30th day of December, 2014.

WHEREAS, the student information privacy law, set forth in Acts 677 and 837 of the 2014 Regular Session of the Louisiana Legislature, and codified at La. R.S. 17:3913 and La. R.S. 17:3914 (the "student privacy law"), requires protection and confidentiality of personally identifiable student information of public school students and provides for penalties in the event of unauthorized use and/or disclosure of such information, and;

WHEREAS, the student privacy law authorizes a city, parish, or other local public school board to contract with a private entity for student and other education services and further authorizes the transfer of personally identifiable information and related records to the contracted private entity for those purposes. The student privacy law also sets forth dates on which various provisions of the law are to be complied with.

NOW THEREFORE:

Vendor, as a private entity subcontracted by the School to provide for student and education services as provided in the Agreement, in the performance of any and all of its obligations under the Agreement, agrees to protect and maintain the confidentiality of all personally identifiable student information transferred to it in connection with the Agreement and to comply and ensure compliance by Vendor and the School with all applicable provisions of the student privacy law by the dates indicated in the law, and any and all other laws governing, regulating, or pertaining to the storage, maintenance, use, and disclosure of personally identifiable student information, during the contract term and at all other relevant times.

Vendor agrees that any and all data exchanged with or transferred to it under the Agreement shall be used exclusively for the purposes enumerated in the Agreement. Vendor further agrees that it shall not, under any circumstances, allow access to, use, or release of personally identifiable student information to any person or entity except as provided in the Agreement, to the extent the Agreement does not conflict with the student privacy law, and as amended herein.

Vendor, to comply with and ensure future compliance with the student privacy law, shall develop, implement, and enforce the following, minimum requirements as set forth in the student privacy law:

[1] Authorization of access to computer systems on which student information is stored, including guidelines for authentication of authorized access. Vendor agrees to protect and maintain the security of all data, including personally identifiable student information, by implementing reasonable protective security measures as required by relevant authorities and applicable laws and regulations. Vendor further agrees to implement reasonable authentication access controls to restrict unauthorized and unauthenticated access to personally identifiable student information.

[2] Privacy compliance standards. Vendor agrees that any and all personally identifiable student information will be stored, processed, and maintained solely on designated servers, and shall not be transferred to any other medium unless such medium is used as part of a designated backup or recovery process system or as otherwise permitted by the Agreement, this Addendum, or other applicable laws or regulations.
[3] Privacy and security audits performed under the direction of the local school superintendent. Vendor agrees to cooperate, facilitate, and participate in any and all audits conducted by all relevant regulatory authorities pursuant to applicable laws or regulations for privacy, security, and/or compliance purposes, including but not limited to the local school superintendent, and shall make available all pertinent records to auditors upon a reasonable request made during business hours for those purposes. Vendor agrees to maintain audit logs and records on a separate server, which shall be maintained for a reasonable time in accordance with applicable laws and regulations, and access to these logs shall require reasonable authentication access controls.

[4] Breach planning, notification, and remediation procedures. Vendor must establish and implement a clear data breach response plan for addressing potential breaches of personally identifiable student information, which is essential in minimizing the risk of unauthorized use or disclosure of personally identifiable student information and mitigating the negative consequences of any such breach. Vendor agrees to comply with all laws and regulations requiring notification of individuals in the event of a breach or any unauthorized use, access, and/or release of personally identifiable student information. In the event of a breach of personally identifiable student information, Vendor agrees to notify the School and to assume responsibility for informing all affected individuals as required by applicable laws and regulations, and further agrees to indemnify, hold harmless, and defend the School and its employees and/or agents against any claims, damages, or other harm related to the breach of notification event.

[5] Information storage, retention, and disposition policies. Vendor agrees that, upon termination of the Agreement, it shall return all data, including any and all personally identifiable student information, to the Foundation within a reasonable time, not to exceed thirty (30) days from termination of the Agreement, in a useable electronic form, and except for data stored on long term backup devices and servers, payment reporting and payment/transaction history that must be maintained under financial institution regulations, Vendor shall remove from its servers and erase, destroy, or render unreadable all data in a manner that prevents physical reconstruction or restoration of that data.

Vendor is permitted to disclose any information protected hereunder to its employees, agents, authorized subcontractors, or auditors, on a “need-to-know” basis only or for purposes not prohibited by the student information privacy law or other applicable laws and regulations, provided that all such individuals and/or entities have executed a written confidentiality agreement as appropriate under the circumstances.

The School has identified the following personally identifiable student data as confidential student information that will be shared with the Vendor and acknowledges such information is not general known by the public or student body;

School, to further comply with the student privacy law, shall make available on its Internet website information about the transfer of personally identifiable student information, no later than ten (10) business days following execution of this agreement providing for a transfer of personally identifiable student information, and in any event, no later than January 1, 2015. Such information shall remain available for the duration of the agreement and shall include, at a minimum, all of the following:

[1] A profile of each authorized recipient of such information;

[2] A copy of the signed agreement between the department and the authorized recipient;
[3] A complete listing of all of the data elements authorized to be transferred;

[4] A statement of the intended use of the information, including references to legal authority or legal requirements associated with the transfer of such information;

[5] The name and contact information of the individual serving as the primary point of contact for inquiries about the agreement;

[6] A process by which parents of students attending public schools may register a complaint related to the unauthorized transfer of personally identifiable student information.

Vendor agrees it shall not sell, transfer, share, or process any student data for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise stipulated in a contract for services as provided in accordance with the requirements of Louisiana privacy laws including but not limited to La. R.S. 17:3913 and 17:3996.

This amendment does not supersede security requirements and other obligations of the school outlined in the Electronic Funds Transfer agreement.

IN WITNESS WHEREOF, this 1st day of February, 2015, the undersigned have executed this Amendment to the Agreement.

Magic-Wrighter, Inc.

By: __________________________
Name: Robert Wright
Title: President/CEO
Date: February 19, 2015

Acadiana Renaissance Charter Academy

By: __________________________
Name: Richard Garch
Title: CFO for CSUSA and Agent for ACAD
Date: __________________________