

ELECTRONIC FUNDS TRANSFER SERVICE AGREEMENT

THIS AGREEMENT is made and entered as of the date that the last party to the agreement executes it by and among **VANCO SERVICES, LLC** ("Vanco"), _____ ("Recipient"), and **THRIVENT FINANCIAL FOR LUTHERANS** ("Sponsor").

RECITALS:

A. Vanco provides various electronic funds transfer services to its customers pursuant to a program known as *e.service*[®], and
B. Recipient desires to utilize *e.service*[®] **Thrivent Financial EFT** from Vanco pursuant to the terms and conditions of this Agreement to be used as part of "Thrivent Financial for Lutherans' Automated Giving Program" which Sponsor markets as "*Simply Giving*[®]" and which will be referred to in this Agreement as "*Simply Giving*[®]", and
C. "Participant" shall refer to those individuals who make financial gifts, donations or tuition payments to Recipient.

Vanco, Recipient, and Sponsor hereby agree as follows:

1. ***e.service*[®] Thrivent Financial EFT** *e.service*[®] **Thrivent Financial EFT** is an electronic funds transfer service utilizing the Automated Clearing House ("ACH") network. *e.service*[®] **Thrivent Financial EFT** may include programming and data base management services as requested by Recipient or Sponsor. Pursuant to the terms and conditions of this Agreement and the separate procedures set forth below, Vanco will collect funds from Participants which they desire to contribute to Recipient.

2. **RECIPIENT'S DUTIES.** In order to initiate any transaction, Participant must execute a standing authorization (on Sponsor's approved form) for a direct debit to their checking account or savings account, for the amount that Participant wishes to contribute to Recipient. Such authorization form must be obtained prior to initiating the transaction. Recipient agrees to comply with all the rules and procedures of Vanco pertaining to *e.service*[®] **Thrivent Financial EFT** as incorporated by Sponsor in its "*Simply Giving*[®]" program. Said procedures may be amended from time to time by Vanco and/or Sponsor. Recipient acknowledges that Recipient has received a copy of the "*Simply Giving*[®]" program documents. Recipient will be bound by any amendments to the "*Simply Giving*[®]" program thirty (30) days after receipt of the amendments.

3. **SETTLEMENT OF TRANSACTIONS.** Vanco will utilize an Originating Depository Financial Institution ("ODFI") to initiate the electronic funds transfer entries. Recipient and Sponsor acknowledge that Vanco and the ODFI are bound by ACH rules. *e.service*[®] **Thrivent Financial EFT** and/or "*Simply Giving*[®]" are therefore at all times subject to ACH rules. The settlement of the debit transactions for the Participant and the crediting of those transactions to Recipient's account shall all be made pursuant to ACH rules. At no time will the settlement amounts be deposited in or credited to Vanco's account or Sponsor's account.

In the event that it is necessary to make a reversing entry for any debit transaction to a Participant's account by reason of insufficient account funds, a withdrawal of the authorization by the Participant, or for any other reason that would entitle Vanco to make a reversing entry, Recipient hereby authorizes Vanco to debit Recipient's bank account in order to settle such reversing entry and Recipient hereby indemnifies Vanco for all amounts which are subject to such reversing entries.

4. **FEES.** Recipient shall not be liable for any fees which Vanco may charge for performing services pursuant to this Agreement.

5. **RECIPIENT WARRANTIES.** Recipient hereby warrants as follows:

- a. That the authorization received from Participant is on Sponsor's approved form and is genuine and enforceable;
- b. That if Recipient initiates a debit entry for the Participant by utilizing Vanco's internet site or if it sends Vanco a data file which permits Vanco to initiate the transaction without itself entering the data, Recipient is in possession of an authorization for each such debit entry as well as any modifications or changes made to the original authorization for a debit entry and Recipient will maintain

- c. copies of such documentation for two (2) years following termination or revocation of the authorization;
 - c. That any and all Participant requests to terminate the authorization to debit their bank account have been provided to Vanco unless it has utilized Vanco's internet site or if it sends Vanco a data file which permits Vanco to initiate the transaction without itself entering the data in which event Recipient shall maintain copies of such authorizations as provided in Subparagraph b;
 - d. Each debit entry is for an amount which will be due and owing to Recipient on the settlement date for a sum specified to be paid to Recipient or is to correct a previously transmitted entry;
 - e. That Recipient will not initiate any debit entry which violates the laws of the United States;
 - f. That Recipient shall be responsible for and pay for any credit entries originated and any debit entries returned by the Receiving Depository Financial Institution ("RDFI") when the ODFI does not receive payment from Vanco;
 - g. Recipient has not received any bankruptcy notice or other notification which would in any manner bar the debiting of Participant's bank account; and
 - h. Recipient assumes the responsibilities of an Originator under the NACHA Rules (National Automated Clearing House Association), which includes, but is not limited to, being bound by Article 5 of the NACHA Operating Rules regarding returned entries. An "Originator" is an entity (such as Recipient) that agrees to initiate ACH entries in the ACH Payment System.
6. **VANCO WARRANTIES.** Vanco hereby warrants as follows:
- a. That Vanco is in possession of an authorization for each debit entry which it initiates;
 - b. That Vanco has complied with all of its duties and obligations under the ACH rules;
 - c. Each reversing file of entries initiated is issued solely for the purposes authorized under the ACH rules;
 - d. A contingency plan has been developed to provide backup service for its *e.service*[®] **Thrivent Financial EFT** program in the event that there is a temporary failure with its primary computer system.
7. **SPONSOR WARRANTIES.** Sponsor hereby warrants as follows:
- a. That Sponsor shall fulfill all of its obligations to Recipient as outlined in the "*Simply Giving*[®]" program; and
 - b. That Sponsor will not disclose any Participant information which it obtains from Vanco to any third parties including its independent contractors and/or agents for any purposes.
8. **VANCO LIABILITY AND INDEMNIFICATION.** Vanco shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for material losses directly resulting solely from its own negligence or intentional misconduct in performing those services. For the purpose of this Agreement "negligence" shall mean a material failure to use that degree of care that would be used under the same or similar circumstances by an entity performing the types of services performed pursuant to this Agreement. Vanco shall not have any liability for failure to perform, or the delay in performing, any services pursuant to this Agreement if such failure or delay is due to circumstances beyond its reasonable control. Vanco shall have no liability for any consequential, special, punitive or indirect loss or damage.
9. **RECIPIENT LIABILITY AND INDEMNIFICATION.** Recipient shall be liable for all damages which Vanco suffers by reason of Recipient's breach of any of its warranties set forth in Paragraph 5 of this Agreement or by reason of any other representation made by Recipient in this Agreement. Recipient hereby indemnifies and holds Vanco harmless from

all claims, damages and causes of action which may be asserted against Vanco by reason of Recipient's breach of said warranties and representations. In no event shall Recipient be liable for any consequential, special, punitive or indirect loss or damage.

10. **TERM.** Recipient may terminate this Agreement upon thirty (30) days' written notice. Vanco or Sponsor may terminate this Agreement without cause upon six (6) months' written notice. Vanco or Sponsor may terminate this Agreement immediately "for cause" which shall be defined as a material breach of any of the warranties or obligations of a party under this Agreement that has not been cured within fifteen (15) days of a demand for such a cure.

11. **CONFIDENTIALITY.** As used herein, "Participant Information" means all information possessed by Recipient, in whatever form, whether or not identified as such, pertaining to individuals seeking to obtain services or benefits from Recipient. Participant Information includes, but is not limited to: (1) all information contained in Recipient's Participant lists; (2) all information specifically designated as being personal or confidential; (3) all "nonpublic personal information," as that term is defined in Title V of the federal Financial Services Modernization Act of 1999 as amended, or as defined by any other federal or state law; provided, however that this clause 11 shall not apply to information that is developed independently by Vanco without use of Participant Information; or received from a third party without similar restriction and without breach of this or a similar agreement.

Vanco acknowledges that in performing services for Recipient pursuant to this Agreement that Vanco will have access to confidential Participant Information. Vanco agrees to treat such information which Vanco derives from performing this Agreement as confidential information which Vanco hereby agrees will not disseminate to any third person, either in whole or in part, and will not in any manner use said information for its own benefit. Vanco also will take such steps as are reasonable and necessary to cause its employees to be individually subject to an obligation to treat such information as confidential. Provided however, Recipient hereby authorizes Vanco to furnish Sponsor with the names and addresses of Participants who participate in the "Simply Giving?" program but no other confidential information concerning a Participant shall be disclosed to Sponsor.

12. **NOTICE.** All notices which may be given to any party shall be given by first class mail or in person to all other parties to this Agreement as follows unless the parties hereafter notify the other parties of a change of their address:

VANCO SERVICES, LLC

Attention: Jeanne Spencer Rose
12600 Whitewater Drive
Suite 200
Minnetonka, MN 55343

RECIPIENT

Attention: _____

(Please print all of the above information.)

THRIVENT FINANCIAL FOR LUTHERANS

Attention: Lori Goudreau
4321 North Ballard Road
Appleton, WI 54919
With a copy to the Law Division
Attention: Constance L. Wilson-Steele
4321 North Ballard Road
Appleton, WI 54919

13. **MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding e.service® Thrivent Financial EFT and/or "Simply Giving?". This Agreement shall be construed under the laws of the State of Minnesota and the exclusive venue for any litigation shall be in the courts of the State of Minnesota. The parties hereby submit to the jurisdiction of said courts.

This Agreement may not be assigned by any party except that any party may assign this Agreement to any successor by merger, consolidation or corporate reorganization. Each party hereby warrants and represents that each person whose signature appears below has been duly authorized and that all of the necessary and appropriate corporate authority exists for said party to execute this Agreement.

VANCO SERVICES, LLC

By _____
(Signature)

(Printed Name)
Its _____
(Title)
Dated: _____

RECIPIENT

(Print Name of Recipient)
By _____
(Signature)

(Printed Name)
Its _____
(Title)
Dated: _____

and

By _____
(Signature)

(Printed Name)
Its _____
(Title)
Dated: _____

THRIVENT FINANCIAL FOR LUTHERANS

By _____
(Signature)

(Printed Name)
Its _____
(Title)
Dated: _____