



## ACH PROCESSING APPLICATION

### 1. BUSINESS PROFILE

Legal Name of Business Applicant (under which tax returns are filed):

Doing Business As (if different from legal name):

Website Address:

Business Street Address (No P.O. Boxes):

City / State / Zip

Business Phone Number:

Date Business Established:

Ownership Structure:

- Sole Proprietor   
  S Corp.   
  C Corp.   
  General Partnership  
 L.L.C   
  L.L.P.   
  Non-Profit   
  Limited Partnership

Current Owner Since:

Federal Tax ID:

Number of Locations:

Type of Business:

- Business to Business   
  Service Provider   
  Insurance   
  Retail  
 Financial Institution   
  Wholesale Supplier   
  Utilities   
  Other

Business License # & State:

### 2. ACH PROCESSING PROFILE

Do you currently process ACH transactions?	Monthly ACH Transactions Originated?	Average Monthly Dollars Originated?	Average Single Dollar Originated?	What is the highest ticket dollar you would process?
Yes <input type="checkbox"/> No <input type="checkbox"/>				

Monthly ACH Return Count?	Monthly ACH Return Amount?	Weekly ACH File Count?	Monthly ACH File Count?	Average Monthly ACH Transaction Amount?

Has a Bank or Third-Party Processor ever terminated ACH processing with you? YES  NO

Has Any Principle Filed Personal/Business Bankruptcy During the Past 10 Years? YES  NO

Are There Any Judgments Outstanding Against the Business or Any of its Principals? YES  NO

\*\*\* If you answered YES for any of the above, please Attach Explanation, Dates and Amount \*\*\*

Type of ACH Origination by Entry Class Code.   
 CCD \_\_\_%   
 POP \_\_\_%   
 PPD \_\_\_%   
 TEL \_\_\_%   
 WEB \_\_\_%

Describe Specific Products or Services That Will Generate ACH Transactions (Attach Market Samples).

### 3. BENEFICIAL OWNERSHIP

<b>MERCHANT NAME</b> (DBA OR TRADE NAME)	CORPORATE / LEGAL NAME
LOCATION ADDRESS	CORPORATE / MAILING ADDRESS
CITY / STATE / ZIP	CITY / STATE / ZIP

This Beneficial Ownership Addendum shall be attached to and made a part of the original Merchant Agreement between Bank and the undersigned.

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

(iii) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); AND

(iv) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section

(ii) and four 25 percent equity holders under section (i)).

### BENEFICIAL OWNERS OF THE BUSINESS SECTION 1 (NO P.O. BOXES)

PRINCIPAL #1 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
EMAIL	STATE ISSUED ID	EXP. DATE		CELL PHONE
PRINCIPAL #2 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
EMAIL	STATE ISSUED ID	EXP. DATE		CELL PHONE
PRINCIPAL #3 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
EMAIL	STATE ISSUED ID	EXP. DATE		CELL PHONE
PRINCIPAL #4 NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
RESIDENTIAL ADDRESS		CITY / STATE / ZIP		HOME PHONE
EMAIL	STATE ISSUED ID	EXP. DATE		CELL PHONE

**MANAGEMENT RESPONSIBILITY / INDIVIDUAL WITH SIGNIFICANT CONTROL  
SECTION 2**

An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. (If appropriate, an individual listed above may also be listed in this section)

ADMINISTRATOR NAME	SSN	% OWNERSHIP	DATE OF BIRTH	TITLE
RESIDENTIAL ADDRESS	CITY / STATE / ZIP		HOME PHONE	
EMAIL	STATE ISSUED ID	EXP. DATE	CELL PHONE	

**ADDITIONAL INFORMATION THAT WOULD HELP DESCRIBE YOUR BUSINESS**

**SIGNATURE OF BUSINESS APPLICANT**

**THE UNDERSIGNED CERTIFY AND WARRANT THAT ALL INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT. I/WE UNDERSTAND THAT TRX WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED, AND I/WE AUTHORIZE TRX TO PERIODICALLY CHECK AND/OR UPDATE MY/OUR CREDIT AND TO ANSWER ALL QUESTIONS ABOUT ITS CREDIT/DEPOSIT EXPERIENCE WITH ME/US. "I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE PRECEDING TERMS."**

Full Name (Printed)	Date
Title	A. Signature
Full Name (Printed)	Date
Title	B. Signature

**Instructions for signature of Business Applicant. If the business applicant is a Corporation, the President, Chairman of the Board, or any Vice President and one of the following: entity- Secretary, Assistance Secretary, Chief Financial Officer or Assistant Treasurer - must sign on behalf of such all the spaces provided above.**

**If the Business Applicant is a partnership, Applicant general partners must sign on behalf of such entity in the spaces provided above. If the Business above. If is sole proprietorship, the owner(s) must sign in the spaces provided must sign the Business Applicant is an unincorporated association or limited liability company, all members on behalf of such entity in the spaces provided above.**

**REQUIRED ACH  
PROCESSING  
DOCUMENTATION**

- 3 Months of Previous Bank Statements
- 3 Months of Previous Processing Statements
- Most Recent Financials
- Copy of Passport or Driver's License
- Voided Check or Bank Letter
- Articles of Incorporation
- Copy of the Proof of Authorization by SEC

I hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Bank will be immediately notified by the legal entity of any change in such information provided on this form.

Signature: \_\_\_\_\_

**SIGN**

Date: \_\_\_\_\_

## ACH Origination Agreement

**COMPANY NAME**

COMPANY ADDRESS

hereafter referred to as "Company"

CITY / STATE / ZIP

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ having an address of, by, and between "Company" and Transaction Services, 2727 Paces Ferry Road, Building One Suite 750, Atlanta GA 30339 ("TRX")

### RECITALS

A) Company has requested that TRX permit it to initiate electronic files for paperless entries through TRX to accounts maintained at TRX and in other Financial Institutions by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the Electronic Payments Network (the "Rules"), and TRX is willing to act as a Third Party Sender pursuant to the terms of this Agreement.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

B) Now, thereafter, for and in consideration of the mutual promises contained herein Company and the TRX agree as follows:

### AGREEMENT

#### 1. Rules

The Company agrees to comply with and be bound by the Rules, as well as the terms of this Agreement and any other applicable laws, rules or regulations including but not limited to the Electronic Funds Transfer Act, Federal Reserve Board Regulation E and Article 4A of the Uniform Commercial Code as same may be amended from time to time.

#### 2. Transmittal of Entries by Company

Company shall transmit all debt and credit Entries to TRX to the locations(s) and in compliance with the formatting, content and other requirements set forth in Schedule A attached hereto and as otherwise required by TRX. The Company authorizes TRX to transmit all Entries received by TRX from the Company in accordance with the terms of this Agreement, and to credit or debit such Entries to the specified accounts. The total dollar amount of Entries transmitted by Company to TRX on any one day shall not exceed the The total dollar amount of Entries transmitted by Company to TRX on any one day shall not exceed the "ACH LIMIT \$" indicated in the "DULY AUTHORIZED OFFICERS" section of this Agreement.

#### 3. Security Procedure

(a) A Security Procedure has been offered to the Company by TRX with respect to the Entries transmitted by the Company to TRX, and the Company has reviewed and accepted same as a commercially responsible method of providing security against unauthorized payment orders. The Security Procedure is set forth in Schedule B attached hereto and is referred to herein as the "Security Procedure." Company and TRX shall comply with the Security Procedure. The Security Procedure has been agreed to by the Company based upon communications with TRX; alternative security procedures offered to the Company; and security procedures in general used by similarly situated companies and TRX. As a result of and based upon the foregoing, the Company expressly and unconditionally agrees to be bound by any payment order, whether or not authorized, issued in its name or accepted by TRX in good faith and in compliance with the Security Procedure.

(b) Company is strictly responsible to establish and maintain the Security Procedure to safeguard against unauthorized transmissions. Company represents and warrants that no individual will be allowed to initiate transfers in absence of proper supervision and safeguards and agrees to

take reasonable steps to maintain the confidentiality of the Security Procedure and any passwords, coded security devices and related instructions provided by TRX in connection with the Security Procedure. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify TRX immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by TRX prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

#### 4. Compliance with Security Procedures

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by TRX purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay TRX the amount of such Entry even though the Entry (or request) was not authorized by Company, provided TRX accepted the Entry in good faith and acted in compliance with the Security Procedure. If signature comparison is to be used as a part of that security procedures for a request for cancellation or for an amendment of an Entry, TRX shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries for a request for cancellation or for an amendment of an Entry received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by TRX was transmitted or authorized by Company, Company shall pay TRX the amount of the Entry, whether or not TRX complied with the Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if TRX had complied with the Security Procedure.

#### 5. Processing, Transmittal and Settlement by TRX

(a) Except as otherwise provided in this Agreement, including, but not limited to Section 6, **On-US Entries** and Section 7, **Rejection of Entries**, TRX shall (i) process entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries received as a Third Party Sender to Electronic Payments Network (the ACH) acting as a Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

## AGREEMENT

(b) TRX's core banking processor should transmit such Entries by the deadline of the ACH set forth in Schedule C attached hereto two (2) business days prior to the Effective Entry Date shown in such Entries provided (x) such Entries are received by core banking processor related cut-off time set forth on Schedule C on a business day, (y) the Effective Entry Date is at least two (2) days after such business day, and (z) the ACH is open for business on such business day. For purposes for this Agreement, a "business day" is a day on which TRX is open to the public for carrying on substantially all of its business other than a Saturday, Sunday or Federal Reserve or bank holiday, and Entries shall be deemed received by core banking processor in the case of transmittal by tape, when received by core banking processor and in the case of transmittal by electronic transmission, when the transmission (and compliance with the Security Procedure) is completed as provided in Schedule B, if applicable.

(c) If any of the requirements of clause (x), (y), or (z) of Section 5(b) is not met, TRX's sole obligation shall be to use reasonable efforts to transmit, or to request core banking processor to transmit, such Entries to the ACH by the next deposit deadline of the ACH following that specified in Schedule C which is a business day and a day on which the ACH is open for business. TRX shall have no liability for Company's failure to meet requirements specified in Section 5 (b) clauses (x), (y) or (z).

### 6. On-Ups Entries

Except as provided in Section 7, **Rejection of Entries**, in the case of an Entry received for credit to an account maintained with TRX (an "On-Ups Entry"), TRX shall credit the Receiver's account of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (x) (y) or (z) of Section 5(b) are met. If either of those requirements are not met, TRX shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

### 7. Rejection of Entries

TRX may reject any Entry which does not comply with the requirements of this Agreement or which contains an Effective Entry Date more than five (5) days after the business day such Entry is received by TRX. TRX may reject an On-Ups Entry for any reason which an Entry may be returned under the Rules. TRX may reject any Entry if Company failed to comply with its account balance obligations under Section 11. TRX may reject any Entry if Company does not adhere to the Security Procedure. TRX shall notify Company by (i) telephone, (ii) electronic transmission, or (iii) in writing, of such rejection no later than the business day such Entry would otherwise have been transmitted by TRX to the ACH or, in the case of an On-Ups Entry, its Effective Entry Date. Notices of rejection shall be effective when given. TRX shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

### 8. Cancellation or Amendment by Company

Company shall have no right to cancel or amend an Entry/file after its receipt by TRX. However, if such request complies with the Security Procedure for the cancellation of data, TRX shall use reasonable efforts to act on a request by Company for cancellation of an Entry/file prior to transmitting it to the ACH or, in the case of an On-Ups Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse TRX for any expenses, losses, or damages TRX may incur in effecting or attempting to effect Company's request for the reversal of an Entry.

### 9. Notice of Returned Entries

TRX shall notify Company by (i) telephone, or (ii) electronic transmission, of the receipt of a returned Entry from the ACH no later than one business

day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of this Agreement, TRX shall have no obligation to retransmit a returned Entry to the ACH if TRX complied with the terms of this Agreement with respect to the original Entry.

### 10. Payment by Company for Entries

Company shall pay TRX the amount of each Entry transmitted by TRX pursuant to this Agreement at such time on the settlement date such Entry as TRX, in its discretion, may determine, and the amount of each On-Ups Entry at such time on the Effective Entry Date of such Entry as TRX, in its discretion, may determine.

### 11. The Account

TRX may, without prior notice or demand, obtain payment of any amount due to it under this Agreement by debiting the account(s) of Company identified in Schedule D attached hereto (the "Account"), and shall credit the Account for any amount received by TRX by reason of the return of an Entry transmitted by TRX for which TRX has previously received payment from Company and which the Company is otherwise entitled to, subject to all rights of TRX in Section 12 and elsewhere in this Agreement. Such credit shall be made as of the day of such receipt by TRX. Company shall maintain the Account with TRX at all times during the term of this Agreement, which Account shall, at all times, remain in good standing. The Company shall at all times maintain in the Account immediately available funds sufficient to cover all credit Entries initiated by it. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that TRX may debit any account maintained by Company with TRX or any affiliate of TRX, and that TRX may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

### 12. Account Reconciliation

The periodic statement issued by the TRX of the Company's Account will reflect Entries credited and debited to the Company's Account. The Company agrees to notify the TRX promptly in writing of any discrepancy between Company's records and the information in the periodic statement. If Company fails to notify TRX of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that TRX shall not be liable for any losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to the Entry shown of such periodic statement. If Company fails to notify TRX of any such discrepancy within thirty (30) days of receipt of such periodic statement, the Company shall be and is hereby deemed to be precluded from asserting any and all claims against the TRX and does hereby waive such claims including claim for interest, costs or attorney's fees. Furthermore, the Company shall be liable to TRX for all damages, expenses and losses incurred by the TRX (including attorney's fees and costs) as a result of such failure.

### 13. Company Representations and Agreements; Indemnity

The Company represents and warrants to TRX all warranties TRX is deemed by the Rules, or applicable law or regulations, to make with respect to Entries originated by the Company. Without limiting the foregoing and without respect to each and every Entry initiated by the Company, the Company represents and warrants to TRX and agrees that (a) each Entry is accurate, is timely, and has been duly authorized by the party whose account will be credited or debited, and otherwise complies with the Rules or applicable law or regulation; (b) each debit Entry is for a sum which, on the settlement date with respect to it, will be owing 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 Entry; (c) the Company has complied with all prenotification requirements of the Rules; (d) the

## AGREEMENT

Company has and will comply with the terms of the Electronic Funds Transfer Act, if applicable, Uniform Commercial Code Article 4A, if applicable, as well as Federal Reserve Board Regulation J, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations including the laws and regulations administered by the OFAC; and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by Receiving Depository Financial Institution to the Receiver provisional until receipt by Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rules with regard to provisional payment and of the fact that, if such settlement is not received, the Receiving Depository TRX shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

The Company agrees to periodically provide financial information or authorization to verify the Company's creditworthiness by an alternative means as may be deemed necessary by TRX.

The Company does hereby agree to and shall indemnify, hold harmless and defend, without limitation, TRX from and against any and all demands, claims, losses, liability or expense (including attorney's fee and costs) relating to, arising out of or involving any breach of the representations and warranties or set forth in this Agreement. The Company does hereby agree that TRX shall be by covenant indemnified, held harmless and defended by the Company, and shall be shielded from and against any and all claims for damages, of any nature and from any source, arising out of, relating to, or involving any breach of the representations, warranties, covenants or agreements set forth in this Agreement by the Company, or the failure of the Company to comply with the terms of this Agreement, the Rules, or any and all other applicable laws or regulations. The provisions of this Section 13 shall survive termination of this Agreement.

#### **14. TRX Responsibilities; Liability; Limitations on Liability; Indemnity**

(a) In the performance of the services required by this Agreement, TRX shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. TRX shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. TRX shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve TRX, Automated Clearing House or transmission or communications facility, and 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 TRX's agent. Company agrees to indemnify, defend and hold harmless TRX against any loss, liability or expense (including attorneys fees and expenses) resulting from or arising out of any claim of any person that the TRX is responsible for any act or omission of Company or any other person described in this Section 14(a).

(b) TRX shall be liable only for Company's actual damages incurred directly by TRX's gross negligence or willful misconduct; in no event shall TRX be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by TRX and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from TRX's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, TRX shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption or transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond TRX's control. In addition, TRX shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in TRX exceeding any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in TRX's reasonable judgment otherwise violating any provisions of any present or future risk control program of the Federal Reserve or any law or rule or regulation of any other US governmental regulatory authority.

(d) Subject to the foregoing limitations and any other applicable limitations set forth in this Agreement, TRX's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At TRX's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that TRX is responsible for any act or omission of Company or any other person described in Section 14(a). The provisions of this Section 14 shall survive termination of this agreement.

#### **15. Inconsistency of Name and Account Number**

Company acknowledges and agrees that, if any Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by TRX to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by TRX in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to TRX is not excused in such circumstances.

#### **16. Notifications of Change**

TRX shall notify Company of all notifications of change received by TRX relating to Entries transmitted by Company.

#### **17. Payment for Services**

Company shall pay TRX the charges for the services provided in connection with this Agreement, as set forth in Schedule E attached hereto. All fees and services are subject to change upon thirty (30) calendar days prior written notice from TRX to Company. Continued use by the Company of ACH origination services pursuant to this Agreement after notice of a fee change by the TRX shall be conclusive proof that the Company agrees to the new fee schedule and shall be bound by same. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between TRX and Company with respect to the Account (the "Account Agreement").

#### **18. Amendments**

From time to time, TRX may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, the definition of business day, and any part of Schedule A through E attached hereto. In the event that performance of services under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which TRX is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, TRX may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. TRX shall have no liability to the Company as a result of such violation, amendment or termination. Such amendments shall become effective upon issuance of notice of such change by TRX or such later date as may be stated in Financial Institution's notice to Company.

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### 19. Notices, Instructions, Etc

(a) Except as otherwise expressly provided herein, TRX shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) TRX 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, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule F attached hereto. Company may add or delete any Authorized Representative by written notice to TRX by an Authorized Representative other than that being added or deleted. Such notice shall be effective on the first business day following TRX's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to TRX, addressed to:

Transaction Services, LLC  
2727 Paces Ferry Road  
Building One Suite 750  
Atlanta, GA 30339

and, if to Company, addressed to the Primary Contact indicated on Schedule F, unless another address is substituted by written notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

### 20. Data Retention

Company shall retain data on file adequate to permit remaking of entries for five (5) days following the date of their transmittal by TRX as provided herein, and shall provide such data to TRX upon its request.

### 21. Records

All data media, Entries, security procedures and related records used by TRX for transactions contemplated by this Agreement shall be and remain TRX's property. TRX may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by TRX in making such information available to Company shall be paid by Company.

### 22. Evidence of Authorization

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.

### 23. Cooperation in Loss Recovery Efforts

In the event of any damages for which TRX or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, TRX and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

### 24. Termination

Company may terminate this Agreement at any time. Such termination shall be effective on the 30th business day following the day of TRX's receipt of written notice of such termination or such later date as is specified in that notice. TRX reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company.

Any termination of this Agreement shall not affect any of TRX's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, of the payment obligations of Company with respect to services performed by TRX prior to termination, or any other obligations that survive termination of this Agreement

### 25. Entire Agreement

This Agreement (including the Schedules attached hereto), together with the Account Agreement and any other applicable agreements, is the complete and exclusive statement of the agreement between TRX and Company with respect to the subject matter hereof and supersedes and prior agreement(s) between TRX and 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 the Agreement would result in a violation of any present or future statute, regulation of government policy to which TRX 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 of policy, and TRX shall incur no liability to Company as a result of such violations of amendment. No course of dealing between TRX and Company will constitute a modification of the Agreement, the Rules, of the Security Procedure or constitute an agreement between the TRX and Company regardless of whatever practices and procedures TRX and Company may use

### 26. Non-Assignment

Company may not assign this Agreement or any of the rights or duties hereunder to any person without TRX's prior written consent.

### 27. Waiver

TRX may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect TRX's rights with respect to any other transactions or modify the terms of this Agreement.

### 28. Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against TRX or Company hereunder

### 29. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

### 30. Severability

In the event that any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

### 31. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

### 32. Use of Third Parties

Company acknowledges and agrees that TRX may use one or more third parties to fulfill all or some of TRX's duties, responsibilities or obligations under the Agreement. The determination to use a third party shall be in TRX's sole discretion. TRX shall advise Company of any new or revised procedures under the Agreement in connection with the use of a third party.

**DULY AUTHORIZED OFFICERS**

ACH LIMIT \$	<b>COMPANY BY:</b>	NAME:	TITLE:	DATE:
	<b>TRX BY:</b>	NAME:	TITLE:	DATE:

**SCHEDULE A: revised TRANSMISSION LOCATION AND FORMATTING INSTRUCTIONS**

All files presented to Transaction Services, LLC ("TRX") will be formatted in the NACHA (National Automated Clearing House Association) format. Transmission specifications will be established by TRX.

**PC/Internet Transmissions through TRX**

Computer transmissions will require the Company to have access to the internet with an approved browser and a valid e-mail address for delivery confirmations and receipts.

**SCHEDULE B: SECURITY PROCEDURES**

Transaction Services, LLC ("TRX") 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 the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

It is the responsibility of the Company to notify TRX in writing of any changes to those individuals designated as the Authorized Representatives for the Company.

**PC/Internet File Transmission through TRX**

The Company or the Sender is solely responsible for the accurate creation, modification, and deletion of the account information maintained and used for ACH file transfer.

The Company is responsible for compliance with all security procedures.

**SCHEDULE C: ACH PROCESSING DEADLINES**

Transaction Services has set forth the following processing deadlines:

**Credit Entries**

File Transmission: until 4:00 p.m. EST two (2) business days prior to the effective date, which must be a business day.

**Debit Entries**

File Transmission: until 4:00 p.m. EST one (1) business day prior to the effective date.

"Business Day" is a day that Financial Institutions are open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or Federal Reserve Bank holidays).

**SCHEDULE D: ACCOUNTS SUBJECT TO AGREEMENT**

<b>DEPOSITS</b>	ACCOUNT NAME:	ACCOUNT NUMBER:	ACCOUNT TYPE:
<b>FEES</b>	ACCOUNT NAME:	ACCOUNT NUMBER:	ACCOUNT TYPE:
<b>WITHDRAWALS</b>	ACCOUNT NAME:	ACCOUNT NUMBER:	ACCOUNT TYPE:



**SCHEDULE E: ACH ORIGATION FEE SCHEDULE**

<u>List of Fees</u>	<u>Per Item</u>
Basis points/%	% _____
Fixed Item Fee	\$ _____
NACHA File Fee	\$ _____
Monthly Minimum Fee	\$ _____
Return Fee	\$ _____
Unauthorized Return Fee	\$ _____
Correction Fee	\$ _____
ACH Verify Fee	\$ _____
Proof of Authorization Fee	\$ _____

Initials: \_\_\_\_\_

**SCHEDULE F: AUTHORIZED COMPANY REPRESENTATIVES**

**PRIMARY CONTACT**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**SECONDARY CONTACTS**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_