

Merchant Application and ACH Origination Agreement Terms & Conditions

In order to apply for an ACH merchant account, please complete this Merchant Application and ACH Origination Agreement Terms & Conditions form.

Once completed, please print, sign and date, and return to your VeriCheck sales representative.

If you are not working with a VeriCheck sales representative, you may email your completed application and supporting documents to achapplications@vericheck.com.

Along with your completed application, please submit the following supporting documents:

- Copy of a valid Driver's License for each beneficial owner and signer**
 - *Must match signer*
- Three months most recent Bank Statements & Voided Check or Bank Letter**
 - *Bank letter must be on bank letterhead and include your business name, account and routing number, bank balance (with date) indicate if it's a business or personal account and the bank representatives contact information*
- Three months most recent payment processing statements (if any)**
- Sample Payment Authorization Form**
- Signed Pricing Page**

Enhanced Due Diligence (EDD) items may be required for certain industries, these include:

- **Policies**
 - Customer Complaint Policy
 - Collections Policy
- **Marketing Material**
 - Sample printed marketing material
 - Telephone scripts for telemarketing
 - Links to digital marketing
- **Full Customer Agreement**
- **Industry Licenses are required for**
 - Collections Agencies
 - Consumer Lending
 - Commercial Finance
 - Merchant Cash Advance (License or attestation).

Additional documentation will be requested, as needed.

Please be sure to retain a copy of this Application and Agreement for your own records.

Thank you for your business!

Application

Please complete the application by typing in each cell and note that there are 2 sets of signatures required.

ISO Use Only			
ISO Name and Number #	Agent Name and Number #	Source of Lead	
Business Information			
Legal Business Name (Owner's Personal Name if Sole Proprietor)	DBA		Business Start Date
Business Type:	Individual/Sole Proprietor	Partnership	Corporation LLC LLP Non-Profit Public/Government
EIN (or SSN if sole proprietor)	Business Phone Number	Customer Support Phone Number	Hours of Operation
Business Physical Address, City, State, Zip (the physical location where business takes place. Not where it was formed and not a mailing address)			
Mailing Address, City, State, Zip (if different than above)			
Website ULR			
Will the website indicated above be used to obtain authorization for payments? (please provide website security certificate)			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
Contact People			
Primary Contact Name	Telephone (Text Enabled)	Email Address	
Billing Contact Name	Telephone (Text Enabled)	Email Address	
Product Information			
Detailed Description of Products or Services Offered			
Sales Profile (Estimate of the percentage of sales in each category must add up to 100%)			
Retail (Face to Face)	%	Internet	%
Mail/Telephone	%	Other	%
Customer Profile (Please mark all that apply and estimate the percentage of sales in each category – must add up to 100%)			
Consumer	%	Business	%
		Government	%
What methods will be used to obtain authorization before payments are initiated? Please provide detailed response:			
How long after charging the customer is the product fulfilled or does the service begin?			
24 Hours	48 Hours	3– 5 Days	7– 14 Days 15 – 30 Days 31 – 90 Days 90 Days +
Do you offer time-extended services, such as subscriptions, memberships, warranties, etc.?			
If Yes, please specify the duration of the extended service:			
Yes No			
Processing Information			
Merchant understands and accepts full responsibility for all transactions originated through VeriCheck. Fraud Prevention is the sole responsibility of the Merchant.			Anticipated Start Date:
Are you currently processing? Yes No Processor Name: Reason for leaving:			
Have you ever been terminated by a processor? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide an explanation:			
Indicate the anticipated Standard Entry Class (SEC) Code(s) you will be using: RCK (Represented NSF Paper Check)			
<input type="checkbox"/> ARC (Accounts Receivable check conversion) <input type="checkbox"/> CCD (Business Account – Signed Auth) <input type="checkbox"/> TEL (Telephone Authorization)			
<input type="checkbox"/> WEB (Internet or Website Authorization) <input type="checkbox"/> PPD (Personal Account – Signed Auth) <input type="checkbox"/> BOC (Back Office Check Conversion)			
Product or Service (check all that apply) <input type="checkbox"/> ACHWorks Virtual Terminal <input type="checkbox"/> SOAP API <input type="checkbox"/> REST API <input type="checkbox"/> ACHWorks Checkout <input type="checkbox"/> Other:			

Any missing information may delay the timely processing of your request.

ACH Debit Origination (Obtaining payment for monies owed to you)				
Monthly Transaction Count #	Monthly Transaction Amount (\$)	Maximum Daily Amount (\$)	High Ticket Amount (\$)	Average Ticket Amount (\$)
ACH Credit Origination (Sending payments you owe to others)				
<i>By checking this box and complete the limits below, I authorize VeriCheck to debit our account(s) for all funds initiated for credit origination. I understand and accept full responsibility for all credit originations submitted to VeriCheck. Fraud prevention is solely our responsibility. Transactions will not be funded to the receiving account until cleared funds have been received from our account. We will be sending credits to</i>				
Monthly Transaction Count #	Monthly Transaction Amount (\$)	Maximum Daily Amount (\$)	High Ticket Amount (\$)	Average Ticket Amount (\$)
Bank Information				
Name on Account	Account Type: <input type="checkbox"/> Personal Checking <input type="checkbox"/> Personal Savings <input type="checkbox"/> Business Checking <input type="checkbox"/> Business Savings			
Bank Name	Branch Phone Number	Branch Address		
Settlement Bank Routing (ABA/Transit) Number		Settlement Bank Account Number		
Billing Bank Routing (ABA/Transit) Number <i>(optional)</i>		Billing Bank Account Number <i>(optional)</i>		
Beneficial Ownership Section i - Ownership Information				
<i>Please list any owners (natural persons only, no companies, trust, etc.) with 25% or greater ownership in the Company.</i>				
Owner Name	Title	Ownership Percentage %		
Social Security Number	Date of Birth	Driver's License or Identification Number	State	
Physical Home Address, City, State, Zip (NOT Mailing Address)			Home or Mobile Telephone (Text Enabled)	
Owner Name	Owner/Officer Title	Ownership Percentage %		
Social Security Number	Date of Birth	Driver's License or Identification Number	State	
Physical Home Address, City, State, Zip (NOT Mailing Address)			Home or Mobile Telephone (Text Enabled)	
Owner Name	Owner/Officer Title	Ownership Percentage %		
Social Security Number	Date of Birth	Driver's License or Identification Number	State	
Physical Home Address, City, State, Zip (NOT Mailing Address)			Home or Mobile Telephone (Text Enabled)	
Owner Name	Owner/Officer Title	Ownership Percentage %		
Social Security Number	Date of Birth	Driver's License or Identification Number	State	
Physical Home Address, City, State, Zip (NOT Mailing Address)			Home or Mobile Telephone (Text Enabled)	
Beneficial Ownership Section ii - Officer Information				
<i>An individual with significant responsibility for managing the Company (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).</i>				
Officer Name	Owner/Officer Title	Ownership Percentage %		
Social Security Number	Date of Birth	Driver's License or Identification Number	State	
Physical Home Address, City, State, Zip (NOT Mailing Address)			Home or Mobile Telephone (Text Enabled)	

Origination Agreement and Certification of Beneficial Ownership (Signature Required)Origination Agreement

The person signing this Application on behalf of the Merchant identified herein acknowledges that he or she is authorized to enter into this Membership Application and Automated Clearing House Service Agreement ("Agreement"), that he or she has downloaded, read and understands the Terms and Conditions of the Agreement (ACHWorks/VCI Version 1.0 dated 4/1/2022), which are incorporated by reference herein, and that the Merchant agrees to be bound by the Agreement and that all the information in this Application is true and correct and may be relied upon by VCI. Additionally, Merchant authorizes VCI to make business and personal credit inquiries from time to time.

Certification of Beneficial Ownership

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):

- (i) 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
- (ii) 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)).

I, the undersigned certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

Digital signatures are acceptable with copy of e-signature certificate including date, time, and IP address of signer.

Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date
Owner/Officer #1 Email	Owner/Officer #1 Phone	Owner/Officer #1 Mobile
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date
Owner/Officer #2 Email	Owner/Officer #2 Phone	Owner/Officer #2 Mobile

Personal Guaranty (Signature Required)

By signing below, each individual ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to VeriCheck, Inc. ("VCI") and VCI's Originating Depository Financial Institution ("ODFI") the prompt payment and full and complete performance of all obligations of the Merchant identified in this Agreement, as the same may be amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorneys' fees and court costs. This is a Guaranty of payment and not of collection. Each Guarantor agrees that his or her liability under this guaranty is absolute and will not be limited or canceled because: (1) the Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) VCI agrees to changes or modifications to the Agreement, with or without notice to Guarantor; (3) VCI releases any other Guarantor from any obligation under the Agreement; (4) any law, regulation, or order of any public authority affects the rights of either VCI or the Merchant under the Agreement; and/or (5) anything else happens that may affect the rights of VCI against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) VCI may delay enforcing any of its rights under this Guaranty without losing such rights and hereby waives any applicable statute of limitations; (b) VCI can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by VCI; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by VeriCheck, Inc. in connection with the enforcement of the Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date

VeriCheck Use Only

Date Received	Status	<input type="checkbox"/> Approved	<input type="checkbox"/> Declined
Approved By (Name)	Signature	Declined By (Name)	Signature
			Date

AUTOMATED CLEARING HOUSE SERVICES AGREEMENT

This AUTOMATED CLEARING HOUSE SERVICES AGREEMENT ("Agreement") sets forth the terms and conditions of the Automated Clearing House Origination service ("Service") by and between VeriCheck, LLC, dba - VCI and dba - ACHWorks ("Third-Party Sender or TPS"), and the customer of the TPS shown below (the "Merchant"). This Agreement is effective when executed by Merchant and received and approved by TPS.

Merchant wishes to initiate credit and/or debit entries ("Entries") through TPS by means of the Automated Clearing House Network, pursuant to the terms of this Agreement and of the rules of the National Automated Clearing House Association ("NACHA"). Although TPS will not control the payments, TPS will process automated clearing house ("ACH") transactions as an agent of Merchant, causing funds to be transferred between Merchant's designated account and the accounts of their customers, subject to the terms and conditions of this Agreement. Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as in the Rules.

1. Rules, Laws and Regulations

1.1 NACHA Rules.

In addition to the obligations set forth herein, Merchant shall comply with the Rules. If Merchant violates any applicable Rule, Merchant will be responsible for any damages caused. If NACHA imposes a fine on TPS or its Originating Depository Financial Institution ("ODFI") arising out of or in connection with any action or inaction by Merchant, TPS may charge the fine to Merchant whether or not NACHA acted in accord with any laws or the Rules. Merchant may obtain a copy of the Rules by contacting NACHA at 703.561.1100, or visiting www.nacha.org.

1.2 Law and Regulation

Merchant represents and warrants to TPS that Merchant is in compliance in all respects with and shall perform all of its obligations under this Agreement in accordance with all applicable domestic (federal, state or local) or foreign laws, statutes, ordinances, licenses, rules, regulations, judgments, demands, writs, injunctions, orders or decrees (collectively and individually, "Law") applicable to Merchant, its activities, and its employees, including, without limitation, the Equal Credit Opportunity Act, Fair Debt Collection Act, the Federal Trade Commission Act, the USA Patriot Act, the Bank Secrecy Act, and all other applicable laws, rules and regulations of the Consumer Financial Protection Bureau, NACHA, regulatory agencies with oversight authority of either TPS or ODFI or any federal, state, local or foreign court or governmental, regulatory or administrative body or agent, or any self-regulatory agency (collectively "Governmental Authority"). If Merchant violates any Law, Merchant will be responsible for any damages caused. If any Governmental Authority imposes a fine on or otherwise causes any loss, damage or other harm to TPS arising out of or in connection with any action or inaction by Merchant, TPS may charge the fine to Merchant whether or not the Governmental Authority acted in accord with any Laws applicable to it.

1.3 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Merchant consents to the jurisdiction of the courts of the State of Texas and waives any argument that such venue is inconvenient.

1.4 Unlawful Internet Gambling Enforcement Act ("UIGEA") of 2006

In accordance with UIGEA, Merchant affirms that it does not engage in an illegal Internet gambling business, and Merchant or a representative of Merchant will notify TPS immediately if Merchant engages in an Internet gambling business at any future time.

1.5 OFAC Regulations.

Merchant represents, warrants and covenants that the Service is not being used for money-laundering, terror financing or other financial crimes, or illegal purposes. Merchant specifically agrees that it shall not violate the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions. OFAC administers economic sanctions and embargo programs which requires that assets and transactions involving the interest of target countries, target country nationals, and other specifically identified companies and individuals be frozen. All of the programs administered by OFAC involve declarations of national emergency by the President of the United States. Merchant understands that in initiating ACH Entries it is subject to applicable U.S. law when initiating these Entries. This includes, among other things, that Merchant is not violating OFAC enforced sanctions, and that it is not acting on behalf of, or transmitting funds to or from any party subject to such sanctions. Merchant is aware that they will be held to an obligation to originate only lawful ACH Entries through TPS. Merchant is strongly encouraged to obtain Specially Designated National and other compliance information directly from OFAC. OFAC's Compliance Hotline may be reached at (800) 540-OFAC (6322). Merchant will co-operate with TPS in any reasonable procedure that TPS implements to ensure that ACH transactions are screened for OFAC compliance.

1.6 Compliance Management

Merchant shall implement compliance management systems designed to effectively monitor compliance with the Rules and all Laws related to the Service or Merchant's business and activities. Such compliance management systems shall include, but not be limited to, designing policies and procedures to comply with the Rules, Laws, and consumer complaints. Management of Merchant shall take all necessary actions to implement such policies and procedures and oversee compliance within their respective organizations. TPS or the ODFI of TPS may request information with respect to Merchant's compliance management program from Merchant, and Merchant shall provide such information within five (5) business days.

2. Transmittal of Entries to TPS

2.1 Delivery Requirements

Merchant shall transmit Entries to TPS in accordance with the (i) delivery and timing requirements and (ii) settlement limits (as may be amended from time to time) and the Security Procedure requirements described in this Agreement. Merchant may be required to successfully complete an implementation testing program prior to transmitting Entries.

2.2 Customer Authorizations and Record Retention

Before the initiation by Merchant of the first Entry to a Receiver, Merchant shall obtain from such Receiver an authorization to initiate one or more Entries to the Receiver's Account, which authorization shall comply with the Rules. Each Entry thereafter shall be made pursuant to such authorization, and no Entry shall be initiated by Merchant after such authorization has been revoked or the arrangement between Merchant and Receiver has terminated. Merchant shall retain all authorizations required under the Rules for two (2) years after they are terminated and expire and documentation sufficient to permit remarking of Entries shall be retained for a period of six (6) years from the date of initiation. Merchant shall furnish such authorizations and documents to TPS within seven (7) days of TPS's request.

2.3 Prenotification Entries

Merchant may choose to transmit a prenotification entry, in the format and in accordance with the timing requirements set forth in the Rules, to a Receiving Depository Financial Institution ("RDFI"). If Merchant receives timely notice that such prenotification has been rejected by the RDFI or returned as unprocessable by the ACH Operator, Merchant shall not initiate any corresponding Entry until the cause for rejection or return has been corrected and another prenotification has been submitted to and accepted by the RDFI. In the event Merchant chooses not to transmit a prenotification with respect to an Entry, and such Entry is misrouted, Merchant recognizes that there is increased risk to Merchant as to that Entry and assumes all liabilities created for Merchant and/or for TPS with respect to such Entry.

2.4 Cancellation and Amendment of Entries; Reversals

Merchant shall have no right to cancel, amend or reverse an Entry after it is delivered to the ODFI. If Merchant makes a request for cancellation or amendment of an Entry in accordance with the Rules, TPS shall use reasonable efforts to act on such request; provided, however, that TPS shall not be liable for interest or losses if such cancellation or amendment is not effected. Merchant may deliver a request for reversing Entries ("Reversals") pursuant to the Rules, but TPS has no liability if a Reversal is not effected. Merchant shall reimburse TPS for any expenses, losses or damages TPS may incur in effecting or attempting to effect Merchant's request for the Reversal, cancellation or amendment of an Entry.

2.5 Adjustment Entries.

Merchant acknowledges that, pursuant to the Rules, a Receiver may have a right to receive credit for an unauthorized debit ("Adjustment"). In the event a Receiver makes a request for Adjustment in accordance with the procedures set forth in the Rules, Merchant agrees to pay TPS the amount of any such Adjustment.

2.6 Merchant's Notice to Receivers

If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or pre-authorized amount, Merchant shall, at least ten (10) calendar days before the effective date of the Entry ("Effective Entry Date"), send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless Merchant has previously notified Receiver of its right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount. If any change is made by Merchant in the scheduled Effective Entry Date of one or more debit Entry, Merchant shall, at least seven (7) calendar days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries.

2.7 Limitations on Standard Entry Classifications for Entries

Merchant may only transmit Entries to TPS reflecting approved Standard Entry Class ("SEC") codes. TPS may reject Entries reflecting an SEC code outside of TPS's approved codes in accordance with Section 4 of this Agreement. TPS may restrict the use of SEC codes for Entries by Merchant, including those previously used by Merchant.

3. Processing, Transmittal and Settlement by TPS

3.1 Processing, Transmittal and Settlement

Except as provided in Section 4, TPS shall (i) process Entries received from Merchant to conform with the file specifications set forth in the Rules, (ii) transmit such Entries through an ODFI selected by TPS in its sole discretion to an ACH Operator, and (iii) settle for such Entries as provided in the Rules.

3.2 Timing

TPS shall transmit such Entries to the ODFI in a timely manner to allow processing prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by TPS prior to the established cut-off time, and (ii) the ODFI is open for business on such business day. If any of the requirements of clause (i) or (ii) are not met, TPS shall use reasonable efforts to transmit such Entries to the ODFI by the next deposit deadline.

3.3 Funding of Credit Entries

Merchant agrees that all credit Entries will be prefunded by Merchant when Entries are processed by TPS and sent to the ODFI unless otherwise agreed by TPS. Merchant must have available funds in its designated settlement account (defined as "Merchant Account" in Section 11 hereof) sufficient to cover the ACH debit offset settlement amount at the time that the credit Entry files are presented to TPS for processing. TPS is not obligated to process a credit Entry file if funds are not available in the Merchant Account.

3.4 Merchant's Credit for Entries

TPS shall have the right to defer any credit to the Merchant Account for any debit Entry, returned credit Entry or credit Reversal until receipt by TPS of final payment for such entry for a period up to five (5) banking days following final settlement. Any credit provided to Merchant shall be provisional and TPS shall have the right to immediate payment of and to charge the Merchant Account for the amount of such credit after TPS's receipt of notice that settlement has not occurred or has been reversed. TPS shall have the right to payment by Merchant of any returned or rejected Entry for which Merchant has previously received credit at the time TPS receives such rejection or return. TPS may refuse to permit the use of any amount credited for a debit Entry or credit Reversal if it believes there may not be sufficient funds in the Merchant Account to cover the return or chargeback of such Entry or Reversal. Merchant agrees to be bound by the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Merchant specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Merchant shall not be deemed to have paid the Receiver the amount of the Entry.

4. Rejection of Entries

TPS may reject any Entry at TPS's discretion, either with or without prior notice to Merchant. TPS shall notify Merchant of such rejection promptly (either electronically, in writing or as otherwise agreed to by TPS and Merchant), and will seek to provide notice no later than the business day before the Effective Entry Date. TPS shall not be liable to Merchant for the rejection of any Entry, for Merchant's non-receipt of a notice given to Merchant, or for the failure to give notice of rejection at an earlier time than that provided herein. TPS shall not be required to pay Merchant interest on a rejected Entry for the period from rejection of the Entry to Merchant's receipt of the notice of rejection.

5. Notice of Returned Entries

TPS shall notify Merchant of the receipt of an Entry returned by the ACH Operator no later than one (1) banking day after TPS's receipt of the returned Entry. TPS shall have no obligation to take further action with respect to a returned Entry, including, but not limited to, effecting the re-transmittal of such Entry.

6. Notifications of Change

TPS shall notify Merchant of all Notification of Change ("NOC") Entries, received no later than one (1) business day after the settlement date of the NOC. Merchant agrees to make the changes submitted within six (6) banking days of the receipt of the NOC information or before the transmission of the next "live" Entry, whichever is later. If the NOC is incorrect, Merchant will request that TPS generate a refused NOC on their behalf within fifteen (15) days of receipt of the NOC.

7. TPS Obligations

TPS is authorized to act as Merchant's agent on Merchant's behalf solely with respect to the Entries, and TPS will not manage or control the payments associated with the Entries. TPS will process, transmit, and settle the Entries received from Merchant as an agent of Merchant, causing funds to be transferred between the Merchant Account and the accounts of Merchant's customers, subject to the terms and conditions of this Agreement, and in accordance with the Rules. TPS shall have no obligation to transmit Entries if Merchant is in default of any of its obligations under this Agreement, including any obligation to pay TPS.

8. Unauthorized Entries

An Entry (or a request for cancellation or amendment of an Entry) delivered to TPS that purports to have been transmitted or authorized by Merchant shall be deemed effective as Merchant's Entry as provided herein even if the Entry was not in fact authorized by Merchant, provided TPS accepted the Entry in good faith and in compliance with the Security Procedures and Guidelines set forth in Section 21 hereof with respect to such Entry. Entries processed by TPS in good faith and in accordance with the Security Procedure will be deemed effective as and will be deemed to be made by Merchant. Merchant shall be obligated with regards to the amount of such Entry even though the Entry was not authorized by Merchant.

9. Authorized Entries

If an Entry received by TPS was transmitted or authorized by Merchant, it shall be effective as Merchant's Entry as provided herein, whether or not TPS complied with the Security Procedure and Guidelines set forth in Section 21 hereof with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if TPS had complied with such procedure.

10. Inconsistent Entries

Merchant acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by TPS may be made by an RDFI on the basis of the account number even if it identifies a person different from the named Receiver. Merchant's obligations (including payment obligations) with regard to the Entry are not excused in such circumstances. Merchant acknowledges and agrees that if an Entry describes the RDFI inconsistently by name and account number, payment of the Entry transmitted by TPS may be made on the basis of the account number even if it identifies an RDFI different from the named RDFI. Merchant's obligations (including payment obligations) with regard to the Entry are not excused in such circumstances.

11. Merchant Accounts; Security Interest

11.1 Merchant Account

Merchant shall at all times maintain sufficient available funds in a deposit account (the "Merchant Account") to pay: (i) with respect to credit Entries, the amount of all credit Entries, as well as all associated fees or other amounts which Merchant is obligated to pay TPS under this Agreement and (ii) with respect to debit Entries, the amount of all returned debit Entries, Reversals, Adjustments, as well as all associated fees and other amounts, that Merchant is obligated to pay TPS under this Agreement.

TPS may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Merchant Account. TPS may credit the Merchant Account for any amount to which Merchant is entitled under this Agreement. If there are insufficient funds available in the Merchant Account to pay amounts Merchant owes TPS, Merchant shall pay any amounts due immediately upon demand, and Merchant agrees that TPS may debit any account maintained by Merchant and that TPS may set off against any amount it owes to Merchant, in order to obtain payment of Merchant's obligations (even if doing so would result in non-processing of Entries).

11.2 Security Interest

Merchant grants TPS a security interest in (a) all Entries (including any funds in process of settlement), and (b) in all funds on deposit in Merchant Accounts, reserves established pursuant to Section 12 hereof, or any other account of Merchant maintained at TPS's ODFI or held by TPS, whether now or hereafter established by or for the benefit of Merchant. Merchant grants this security interest to secure all Merchant's obligations to TPS under this Agreement including the obligations set forth in this Section. This security interest will survive termination of this Agreement for so long as any obligation of Merchant to TPS exists or could arise.

12. Reserve

TPS may require Merchant to establish and maintain a reserve with TPS to cover Merchant's obligations under this Agreement, including Service transactions which (a) are alleged to lack the required authorization of the purported Receiver; (b) are in an amount and/or on terms not authorized by the Receiver; (c) breach this Agreement, Rules, or Law; or (d) for any reason in the sole judgment of TPS.

Reserves maintained under this Agreement will not bear interest. Merchant shall remit the reserve (and hereby authorizes TPS to debit its Merchant Account for the amount that TPS requires for a reserve) within five (5) business days from TPS's request. If TPS determines that Merchant's reserves are not sufficient to cover TPS's risk for potential claims (e.g., based on factors such as the volume and amount of past or current returns/Adjustments/claims, Merchant's financial condition, history of unfunded credits, the risk of new product offerings by Merchant, fraud losses, substantial increases in the average number or amount of Entries, inquiries of TPS's ODFI or Governmental Authority and other relevant circumstances), TPS may increase the amount of the required reserves by providing notice to Merchant. If Merchant fails or refuses to remit sufficient reserves promptly upon request, TPS may transfer funds to the reserve from the Merchant Account, the proceeds of Merchant's transactions, any amount due to Merchant, or any other account of Merchant maintained at TPS's ODFI or held by TPS. Merchant's obligations to TPS under this Agreement will not be limited by the balance or existence of any reserve.

Funds used to meet any minimum reserve balance or collateral requirement may be held by TPS and will not be available to Merchant until ninety (90) days after the last to occur of (a) termination of this Agreement or of processing of Merchant Entries through TPS or (b) all rights of return or refund associated with Entries previously processed in Merchant's name have expired. Upon termination of this Agreement, TPS may require, and Merchant shall promptly remit, funds that TPS reasonably estimates may be needed to cover potential returns, chargebacks, Adjustments, legal funds and claims that may arise after termination. This provision shall survive the termination of this Agreement.

Merchant agrees that TPS may hold all funds of Merchant, including amounts held in the Merchant Account or as reserves or settlement funds, if TPS reasonably determines that there are inconsistent instructions regarding settlement or claims on the account (including, without limitation, any claim by a judgment creditor of Merchant, levy or other legal process). TPS may interplead any and all funds, freeze or hold funds, prevent withdrawals or transfers, or otherwise act to prevent or reduce loss or risk to TPS, and (in addition to any other remedy TPS may have) Merchant shall reimburse TPS for any costs associated with the same at Merchant's expense.

13. Due Diligence; Inspection

13.1 Due Diligence Review

Merchant may be subject to a due diligence review by TPS or its ODFI from time to time in accordance with TPS or ODFI's internal review criteria. Merchant shall immediately provide to TPS any due diligence-related information and assistance as TPS may require to perform any such review. Merchant's failure to meet the requisite criteria or to provide sufficient information or assistance when requested shall constitute a breach of this Agreement and shall permit TPS to terminate this Agreement immediately upon notice to Merchant. If a due diligence review is required due to any actions of Merchant that are determined by TPS or ODFI, or any Governmental Authority with oversight of either, to be high risk, or conducted with the potential for Receiver harm, the Merchant will reimburse TPS and the ODFI for all costs and expenses associated with the due diligence review.

13.2 Inspection

Upon reasonable notice from TPS to Merchant, TPS shall have the right to inspect Merchant's books, financials and records, and to conduct on-site visits to any and all Merchant locations with regard to all information deemed by TPS to be necessary or pertinent to Merchant's use of the Service provided by TPS under this Agreement. Information subject to TPS's right of inspection shall also include all information maintained by Merchant with respect to Merchant's customers, clients, vendors, processors (including audits) if, in the opinion of TPS, Merchant's relationship with

such customers and clients is materially related to Merchant's ACH transaction activity conducted through TPS under this Agreement. Physical site visits may be conducted to ensure security, notification, communication processes, compliance management systems and disclosure requirements are being followed with respect to Merchant's obligations under this Agreement, Rules, Laws and Regulations.

14. Merchant's Representations, Warranties and Covenants; Third-Party Beneficiary and Indemnification

14.1 Merchant's Representations, Warranties and Covenants

- a) Merchant has, and will maintain, all permits, licenses, franchises, authorizations, orders and approvals of, and has made all filings, applications and registrations with any Governmental Authority that are required in order to permit it to carry on its business as presently conducted and all such permits, licenses, certificates of authority, or orders and approvals are in full force and effect, and all such filings, applications and registrations are current, and, to the knowledge of Merchant, no suspension or cancellation of any of them, is threatened.
- b) Merchant is complying in all respects with and is not under investigation with respect to, nor has been, threatened by any Governmental Authority to be charged with or given notice of any violation of Laws.
- c) Merchant has not been placed under any restriction by a Governmental Authority on its business or properties, and except for routine examinations by applicable Governmental Authority, as of the date of this Agreement, received no notification or communication from any Governmental Authority that an investigation by and Governmental Authority with respect to Merchant is pending or threatened.
- d) Each debit Entry initiated by Merchant is for a sum due and owing Merchant directly or as an authorized agent.
- e) Merchant has received an authorization from each such customer or other participant authorizing Merchant to make prearranged debits from each such customer or other participant's TPS account. Merchant shall furnish such authorizations and documents to TPS within seven (7) days of TPS's request.
- f) Each Entry initiated by Merchant is in accordance with a valid authorization held by Merchant, and Merchant has complied with the Rules applicable to the same, including retention of the original or a copy of such authorization;
- g) Merchant is solely responsible for and is in compliance with the laws and regulations governing the initiation of preauthorized electronic debits, to the extent applicable, including but not limited to the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System (including the error resolution provisions thereof), Article 4A of the Uniform Commercial Code, as in effect in the state whose law governs this Agreement, and the rules and regulations of the Federal Trade Commission, all as currently in effect and amended from time to time.
- h) Merchant agrees to promptly notify TPS if any of the representations and warranties set forth in this Agreement are no longer true and accurate.

14.2 Third-Party Beneficiary

Merchant intends that TPS will be a third-party beneficiary of the representations and warranties in this Section and may benefit from and rely on the representations and warranties made by Merchant and may enforce this Agreement for its benefit solely with respect to any breach of the representations and warranties.

14.3 Indemnification

Merchant shall indemnify and hold TPS harmless, promptly after receipt of a written request from TPS for such indemnification, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs (including without limitation the fees and the expenses of legal counsel to TPS and internal expenses of TPS), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (the "Indemnified Liabilities") which may be imposed upon, incurred by, or asserted against TPS in any way relating to or arising out of this Agreement, the Service, any Entry, a representation or warranty of Merchant, transfer, any investigation or proceeding brought by any Governmental Authority whatsoever, any subpoena, order, levy, garnishment or request, or any action taken or omitted by TPS or Merchant under this Agreement. TPS may hold funds in such amount as it deems necessary to cover the Indemnified Liabilities.

Should TPS at any time be served with a subpoena, warrant, order or other request from a Governmental Authority for information or records concerning this Agreement, the Service, Merchant or any Entry, or with a levy or garnishment of TPS's account, TPS will follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order or garnishment, and will have no liability or responsibility whatsoever to the Merchant for doing so even if such advice shall turn out to have been mistaken. The Merchant agrees to the foregoing and recognizes that TPS's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, order, levy or garnishment as concerns information, records or funds.

15. Liability of TPS; Limitations on Liability

15.1 Performance of TPS

In the performance of the Service required hereunder, TPS shall be entitled to rely solely on the information, representations, and warranties provided by Merchant pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. TPS shall be responsible only for performing the Service it expressly agrees to perform in this Agreement, and shall be liable only for direct damages caused by its gross negligence or willful misconduct in performing those services. TPS shall not be responsible for any acts or omissions of Merchant, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Merchant, or any act or omission of any other person, including without limitation NACHA, our ODFI, any Federal Reserve Bank, any ACH Operator or transmission or communications facility, any data processor of Merchant, or any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed TPS's agent.

15.2 Limit on Damages

In no event shall TPS be liable for any consequential, special, incidental, punitive, or indirect loss or damage which Merchant may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by TPS and regardless of the legal or equitable theory of liability which Merchant may assert, including without limitation loss or damage from subsequent wrongful dishonor resulting from TPS's acts or omissions in performing its Service under this Agreement.

15.3 Force Majeure

TPS shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, regulatory or government action, the interruption of transmission or communication facilities, computer malfunction or equipment failure, war, terrorism, emergency conditions, or other circumstances beyond TPS's reasonable control. In addition, TPS shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in TPS's having violated any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other Governmental Authority.

16. Service Fees and Charges

Merchant shall pay TPS fees for the Service provided by TPS under this Agreement as set forth in the Pricing Sheet (as amended in writing from time to time). Merchant shall be responsible for payment of, any sales, use, or excise, value added, utility or other similar taxes relating to the Service provided for Merchant. Merchant authorizes TPS to collect fees and applicable taxes electronically from the Merchant Account, funds on hold, and/or reserves. Should any debit or collection attempt by TPS from the Merchant return, the Merchant authorizes TPS to electronically collect a non-sufficient funds fee of Twenty-Five Dollars (\$25).

In addition to fees for the Service provided hereunder, Merchant is responsible for all internal and third party costs and expenses of TPS incurred in its performance of the Service, including but not limited to due diligence reviews and inspections as described in Section 13, expenses incurred as a result of Merchant's breaches of the representations, warranties and covenants set forth in this Agreement, and investigations as described in Section 14. To the extent that Merchant does not reimburse TPS directly for such expenses, TPS may withhold releases from the Merchant Account and any reserve established under Sections 11 and 12 hereof, respectively.

17. Data Records

All Entries, Security Procedures and records used by TPS for transactions contemplated by this Agreement shall be and remain the property of TPS. TPS may, in its sole discretion, make available such information upon Merchant's request.

18. Confidentiality

Merchant acknowledges that the methods, techniques, programs, Security Procedures, devices and operations of TPS ("Confidential Information") are of a confidential and proprietary nature, and are valuable and unique assets of TPS's business. During the term of this Agreement and following the expiration or termination of this Agreement, Merchant shall not disclose any Confidential Information to any person or entity (other than to those employees and agents of Merchant who participate directly in the performance of this Agreement or who otherwise need access to such information). Merchant shall take all reasonable steps to cause its employees and agents to comply with the terms of this Section. Merchant acknowledges that the injury that would be sustained as a result of the violation of this provision cannot be compensated solely by money damages, and therefore agrees that TPS shall be entitled to injunctive relief and any other remedies as may be available by law or in equity in the event that either party or its employees or agents violate the provisions contained in this Section. The restrictions contained

in this Section shall not apply to (i) any information which becomes a matter of public knowledge, other than through a violation of this Agreement or other agreements to which TPS is a party or (ii) any information which is required to be disclosed pursuant to Law or legal process.

19. Termination

TPS may terminate the Agreement immediately upon notice to Merchant, or without notice if Merchant breaches any of its obligations under this Agreement, the Rules, Law, or if TPS suspects fraud or illegal activity. In the event of termination, TPS may hold funds in such amount as it deems necessary to cover returns for a period of ninety (90) days following the effective date of termination or until all rights of return or refund associated with Entries previously processed in Merchant's name have expired or up to two (2) years in the event TPS reasonably believes that Merchant or any of Merchant's Entries may have been fraudulent, in violation of Law, including Section 5 of the FTC Act, or unauthorized or to the extent TPS has been directed to hold such funds by the ODFI or a Governmental Authority. Merchant may terminate this Agreement at any time upon ten (10) business day's prior written notice to TPS. Termination shall not affect any of TPS's rights or Merchant's obligations arising under this Agreement prior to such termination in addition to any other rights or remedies TPS may have under this Agreement or at law.

20. General Provisions

20.1 Entire Agreement

In the event performance of the Service would result in a violation of any present or future Law to which TPS is subject, including the Rules, 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 Law or Rules, and TPS shall incur no liability to Merchant as a result of such violation or amendment. No course of dealing between TPS and Merchant is established under this Agreement regardless of whatever practices or procedures TPS or Merchant may use.

20.2 Amendment

TPS may amend any part of this Agreement from time to time. TPS may send notice to Merchant at last email or postal address shown in our records for your Service. The revised terms and conditions shall be effective immediately unless TPS provides a later effective date. If an immediate change is necessary for security, regulatory or compliance purposes, prior notice may not be given.

20.3 Instructions and Notices

a) Any notice, statement, confirmation, or other communication permitted or required by this Agreement shall be made in writing unless otherwise provided in this Agreement. "Writing" is defined as a written letter, facsimile or electronic mail communication from an authorized representative of Merchant.

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

c) TPS shall be entitled to rely on any written notice, response, inspection or other communication believed by it to be genuine and to have been provided by an authorized representative and any such communication shall be deemed to have been provided by such person on behalf of Merchant. Merchant may add or delete any authorized representative by written notice to TPS signed by at least one (1) authorized representative of Merchant. Such notice shall be effective on the second business day following the day of TPS's receipt thereof.

d) Any Entry, data or information received by TPS from or transmitted by TPS to any data processor or third party vendor ("Vendor") selected by Merchant shall be deemed to have been received from or transmitted to Merchant, and such Vendor shall be deemed the agent of Merchant. Merchant may change such Vendor by written notice to TPS. Such notice shall be effective on the second business day following TPS's actual receipt thereof.

e) Except as otherwise provided herein, notices must comply with any applicable Security Procedures. Unless otherwise provided herein, any notice shall be deemed given when received.

f) Merchant agrees to notify TPS immediately if Merchant discovers (i) any error or discrepancy between Merchant's records and the information TPS provides to Merchant about Merchant's transactions (e.g., in a confirmation or electronic report); (ii) a breach in the confidentiality of a Password or the Security Procedure; or (iii) other problems related to the Service. Merchant shall send TPS a written notice

of any discrepancy or other problem, including a statement of the relevant facts, within five (5) business days from the date Merchant first discovers the problem or receives information reflecting the problem. TPS shall not be liable for any interest or losses resulting from Merchant's failure to give such notice.

20.4 Assignment

Merchant may not assign its interest or rights under this Agreement without the prior written consent of TPS, and any purported assignment in violation of this Section shall be void.

20.5 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against TPS or Merchant hereunder. Merchant understands that if it elects to use one or more Vendors to perform some of the activities to be performed by Merchant under this Agreement (such as to determine who is to be a Receiver, the dollar amount of an Entry, or when an Entry is to be processed), Merchant appoints the Vendor as Merchant's agent, assuming and bearing responsibility for the selection and for the acts and deeds of the Vendor as if they were Merchant's own. Merchant's obligations to TPS under this Agreement and TPS's rights hereunder shall not be affected by malfeasance, nonfeasance or misfeasance of the Vendor, all of whose actions or inactions shall be binding on Merchant if performed in the name of or otherwise purportedly on behalf of Merchant. This provision regarding use by Merchant of a Vendor shall apply even if this Agreement was executed by Merchant at the Vendor's request.

20.6 Change in Business

Merchant shall provide TPS with at least ten (10) days' advance notice of: (a) any change in its ownership; (b) any substantial change in the type, scope or nature of its business; or (c) any anticipated material increase in the number or amount of its Entries over the preceding calendar quarter.

20.7 Dispute Resolution

Any controversy or claim involving Twenty-Five Thousand Dollars (\$25,000) or more arising out of or related to this Agreement or the Service shall be settled by binding arbitration in Orange County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither party shall institute an arbitration proceeding until it has given the other party at least thirty (30) days prior written notice of its intention to do so. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

20.8 Duty to Notify

Should Merchant become the subject of an investigation, inquiry, or action by a regulator or Governmental Authority with oversight of TPS or Merchant, including but not limited to any written or oral statements from such regulator or Governmental Authority indicating the possibility of an investigation, inquiry or action that would impact this Agreement or the Service, the Merchant shall promptly notify TPS of the nature of the investigation, inquiry, or action. Merchant shall also have a duty to immediately notify TPS if Merchant becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding.

20.9 Merchant Acting as Third-Party Sender

Merchant shall not act as a third-party sender without prior and express approval by TPS. For purposes of this Agreement, "acting as a third-party sender" means presenting Entries on behalf of others ("Third-Party Originators"), including where the Originator is not Merchant or where an Entry is used to accomplish payment to or from a Receiver in a transaction or obligation that is not directly between Merchant and the Receiver(s) named in the Entry.

21. Security Procedure and Guidelines

TPS may provide Merchant with one or more identification numbers, tokens, passwords and/or other means of identification and authentication (collectively, "Password") to access the Service. TPS may also provide Merchant with online instructions and guidance (collectively, "Guidelines") with respect to the Service. Merchant agrees to (a) comply with the Guidelines; (b) take reasonable steps to safeguard the confidentiality and security of its Passwords; (c) limit access to its Passwords to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Service; (e) notify TPS immediately if Merchant has any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change its Password if it knows or suspects that the confidentiality of the Password has been compromised in any way. TPS's Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in Entry information). TPS will

not be obligated to detect errors by Merchant or others, even if TPS takes certain actions from time to time to do so.

As an alternative to verifying transactions by means of a Password, TPS may elect to verify the authenticity or content of any Entry or instruction by placing a call to any authorized signer designated by Merchant for that purpose. TPS may deny access to the Service without prior notice if it is unable to confirm to its satisfaction any person's authority to access the Service or if it believes such action is necessary for security reasons.

Merchant agrees to be bound by any Entry, even if it is not authorized by Merchant, if it is accompanied by Merchant's Password or is otherwise processed by TPS in accordance with this Agreement.

Merchant agrees to establish, maintain and update commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") that will safeguard the security and integrity of its computer systems and information from unauthorized use, intrusion, takeover or theft, and prevent its Password from unauthorized discovery or use (collectively "Internal Security Breaches"). Merchant bears all risk of fraudulent transfers and other losses arising from its Internal Security Breaches or from the interception of its communications prior to their receipt by TPS (collectively "Internal Security Losses"). TPS will not reimburse Merchant in connection with Internal Security Losses. Merchant agrees that TPS is authorized to execute, and it is commercially reasonable for TPS to execute, any instruction received by TPS with Merchant's Password. Merchant is encouraged to consider purchasing insurance to cover its Internal Security Losses.

To protect Merchant's system from Internal Security Breaches, its Internal Security Controls should include:

- Limits and controls on who has access to its computer systems;
- Protecting and frequently changing its Password;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for its software programs, internet browsers, email programs, and the like;
- Using commercially reasonable and up-to-date firewalls;
- Procedures to avoid infection by malicious software, such as: controlling what websites are visited by its computers; controlling the connection of other devices (e.g., flash drives) to its computers; controlling what documents, email attachments, programs and other files are opened or installed on its computers; and limiting which of its computers are used for the Service;
- Daily reconciliation of all accounts, and immediate reporting of discrepancies;
- Prohibiting its authorized users from leaving a computer unattended while connected to TPS's system, or from communicating or accessing sensitive information from insecure locations (e.g., terminals at Internet cafes and airports);
- Allowing the Service to be accessed only from a secure location on its premises; and
- Adopting such other recommendations that TPS may make from time to time to help ensure Merchant's safe use of the Service.

This is not a complete listing of the Internal Security Controls that Merchant may need. TPS does not warrant that any or all of the above recommendations will prevent Internal Security Losses.

Merchant remains at all times solely responsible for Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although TPS may employ various systems and procedures from time to time to prevent losses to TPS, TPS assumes no obligation for Internal Security Losses, provided that TPS has acted in accordance with this Agreement and/or instructions that are accompanied by Merchant's Password.

Merchant shall notify TPS immediately if Merchant has reason to believe that there has been or may be a breach of the confidentiality or security required by this provision. Merchant warrants that none of its employees or agents will be allowed to initiate Entries in the absence of proper supervision and commercially reasonable safeguards.



2200 Sunrise Blvd, Suite 220
 Gold River, CA 95670
 Tel: 916-638-8811
 Fax: 916-638-9326

Pricing Sheet

Price Per Transaction (4 Banking Day Hold)*				
Debit / Credit** Transactions	Same Day ACH Surcharge ***	Return Transactions	Notification of Change	Charge Backs / Stops****
\$0.49	+\$0.15	\$0.50	\$0.49	\$24.95

Product and Services Pricing:

Setup Fee	Monthly Fee
\$125.00	\$15.00

Additional Options (check all desired and indicate quantity where applicable):

- Additional Depository Bank Accounts: \$5.00 per month. Quantity _____
- Additional Web Login Accounts: \$5.00 per month. Quantity _____
- Optional - Web Reporting: \$5.00 per month (included with ACHWorks-Web product). Quantity _____
- Optional - Trust Account (virtual, reserve): \$15.00 per month
- Optional – Additional Payee (DBA) names: \$15.00 per month per Payee.
- Optional - Pay Link: \$15.00 per month (secure portal for customers to enter payments on Merchant’s website)

Additional Fees:

- Pre-Notes (zero dollar amount debit transactions used to verify the existence of an account) will be charged at \$0.10 per transaction, Same Day ACH Surcharge, or Return Fees still apply.
- Transaction Stop or Re-Credit Fees: \$8.00 per Transaction or \$50.00 per Batch (whichever is less).
- R06 Returns (Return requested by Merchant or Failure to provide proper authorization): \$15.00 per Transaction
- Wire transfers: \$25.00 per Transaction

* Above transaction pricing is based on estimated risk associated with transactions. APS reserves the right to change pricing by providing written notification (U.S. Mail, fax, or email) at least one billing cycle prior to the change.

** Credit Transactions – contact your ACH representative to inquire about short hold period credits.

*** Same Day ACH Surcharges apply to transactions sent before the same day cut off time with an effective date (hit date) of today or earlier.

**** Charge Backs / Stops – Return Codes: R05, R07, R08, R10, R11, R29, R51.

 Organization Name

 Authorized Representative

 Date