

ODFI - ACH ORIGINATOR AGREEMENT FOR CASH MANAGEMENT CUSTOMERS

This Agreement, dated as of _____, _____ is between _____ (“Company”) and First Commerce Bank (“Financial Institution”).

RECITALS

- A. Company wishes to initiate ___ Debit, ___ Credit, or ___ Debit & Credit Entries 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 local ACH Association (the “Rules”), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

AGREEMENT

1. Transmittal Of Entries By Company

Company shall transmit PPD (Prearranged Payments & Deposits) or CCD (Cash Concentration or Disbursement) credit or debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. The total dollar amount of Entries transmitted by Company to Financial Institution on any day shall not exceed the amount specified in the Maximum Exposure Limit section on Schedule A.

2. Equipment

It is your responsibility to make sure you have adequate security technology for your computer systems to prevent this type of fraud through up-to-date computer software and patches in place, including but not limited to: latest anti-virus software, anti-spyware, anti-malware, key logger detection software and any other "crimeware" protection programs including state-of-the-art firewalls recommended for computer systems.

We may change our requirements from time to time and you are responsible to meet our requirements. Unless we provide otherwise, you are solely responsible for the selection, installation, maintenance, and operation of your equipment and software. You will, at your own cost and expense, maintain in good working order all hardware and equipment necessary for Online Banking and implement, on a regular basis, appropriate back-up measures. We assume no responsibility with respect to any errors, failures, or malfunctions of your equipment or software, or for any computer virus or related problems that may occur with your use of any computer or telecommunication network. We encourage you to utilize “crimeware” and firewall protection software and/or hardware to limit your risk.

3. Security Procedure

Company and Financial Institution shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.

Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures described in Schedule B for the access rights granted under Schedule A or Schedule C. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

4. Compliance With Security Procedure

- a. If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution 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 Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the entry in good faith and acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or 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 Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

5. Recording of Communications

Company and Financial Institution agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party.

6. Processing, Transmittal And Settlement By Financial Institution

- a. Except as provided in Sections 6 and 7 below Financial Institution shall (I) process Entries received from Company to conform with the file specifications set forth in Rules, (II) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank (the "ACH") acting as an Automated Clearing House Operator, and (III) settle for such Entries as provided in the Rules.
- b. Financial Institution shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH set forth in Schedule B attached hereto prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Financial Institution's related cut-off time set forth on Schedule B on a business day, (II) the Effective Entry Date is at least two (2) days after such business day, and (III) the ACH is open for business on such business day. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday), and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule B, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A or Schedule C.
- c. If any of the requirements of clause, (I), (II), (III) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Schedule B which is a business day and a day on which the ACH is open for business.

7. On-Us Entries.

Except as provided in Section 7, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (I) and (II) of Section 5(b) are met. If either of those requirements is not met, Financial Institution 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.

8. Rejection Of Entries.

Financial Institution may reject any Entry which does not comply with the requirements of Sections 1, or 2, above or which contains an Effective Entry Date more than ten (10) days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11. Financial Institution may reject any entry of Company that does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by telephone, electronic transmission including email, or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution 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.

9. Cancellation Or Amendment By Company.

Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an entry.

10. Notice Of Returned Entries.

Financial Institution shall notify Company by telephone or electronic transmission including email of the receipt of a returned entry from the ACH no later than two (2) business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

11. Payment by Company for Entries.

Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement at such time specified on Schedule B.

12. The Account.

Financial Institution may, without prior notice or demand, obtain payment of any account due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule A or Schedule C attached hereto (the "Account"), and shall credit or debit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Financial Institution. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

13. Account Reconciliation.

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

14. Company Representations And Agreements; Indemnity.

With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver or and Entry received by Financial Institution from Company has authorized the initiation of such Entry (sample form available on Schedules D and E) and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Credit or Debit Entries set forth in Section 1, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provisional payment of an Entry by the Receiving Depository Financial Institution to the receiver until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company 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 Receiving Depository Financial Institution 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. Company shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Fines and/or liabilities imposed against the ODFI for a rules violation caused by an action/inaction of the Originator, including but not limited to willful negligence, transactions that are prohibited by applicable law will be assessed against the Originator.

15. Financial Institution Responsibilities; Liability; Limitations On Liability; Indemnity.

- a. In the performance of the services required by this Agreement, Financial Institution 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. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution 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 Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 14(a).
- b. In no event shall Financial Institution 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 or such damages was known or contemplated by the Financial Institution 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 Financial Institution's acts or omissions pursuant to this Agreement.
- c. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such

transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violation any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

- d. Subject to the foregoing limitations, Financial Institution'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 for the period involved. At Financial Institution'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 Financial Institution is responsible for any act or omission of Company or any other person described in Section 14(a).

16. Inconsistency Of Name And Account Number.

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution 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 Financial Institution is not excused in such circumstances.

17. Notifications Of Change.

Financial Institution shall notify Company of all notifications of change received by Financial Institution relating to Entries transmitted by Company by mutually agreeable means, including email, no later than three (3) business days after receipt thereof.

18. Payment For Services.

Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule A or Schedule C attached hereto. All fees and services are subject to change upon 30calendar days prior written notice form Financial Institution to Company.

19. Amendments.

From time to time Financial Institution may amend the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedules A through E attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

20. Notices, Instructions, Etc.

- a. Except as otherwise provided herein, Financial Institution 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. Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, 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 E attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Financial Institution's receipt thereof.
- c. Except as otherwise 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 mail, addressed to:

FIRST COMMERCE BANK
16861 Ventura Boulevard, Suite #100
Encino, California 91436
Attention: Customer Support

21. Data Retention.

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

22. Tapes and Records.

Related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

23. Evidence of Authorization.

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

24. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution 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.

25. Termination.

This Agreement may be terminated on written notice by either party, provided that the Financial Institution shall be given a reasonable time to act on such notice, such reasonable time to be not less than two business days. Notwithstanding the foregoing, applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Customer prior to such termination, further provided that the Financial Institution may terminate this Agreement immediately if it determines customer fraud or negligence exists with respect to the Account.

26. Entire Agreement.

This Agreement (including the Schedules attached hereto) together with the Cash Management Services Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Cash Management Services Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

27. Non-Assignment.

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

28. Waiver.

Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

29. 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 Financial Institution or Company hereunder.

30. Severability.

In the event that any provision 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.

Article 4A provides that, in the absence of agreement to the contrary, the rights and duties of an Originator and ODFI are governed by the law of the jurisdiction in which the ODFI is located. The ODFI's jurisdiction is California.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Accepted by:

FIRST COMMERCE BANK

Name of Business Organization

Officer Name and Title

Name and Title

Signature *Date*

Officer Signature *Date*

Name and Title

Senior Management *Date*

Signature *Date*

Schedule A: ACH Fee Disclosure, ACH Services and Origination Exposure Limits

This schedule will define the Company's allowed ACH transactions using the financial institution's Internet Banking system to Originate create and/or deliver PPD or CCD NACHA formatted files for further processing in accordance with the attached agreement. All entries shall be conducted via the Financial Institution's Internet Banking system in accordance to the instructions provided either by the system or institution representatives. The allowed services granted to the company may consist of multiple features; such as web-enabled data entry screens, file transfers and uploads. This Schedule itemizes the features, fees and the maximum daily exposure limit for the company.

Company Name: _____ **User ID:** _____

Authorized Account(s): _____

ACH Fee: \$.10 each

<u>Check all that applies:</u>			
I wish to initiate debit entries	_____		
I wish to initiate credit entries	_____		
I wish to initiate both debit and credit entries	_____		
Type of debit entries:	_____	Collection Receipts	
Type of credit entries:	_____	Payroll	_____ Tax Payments _____ Vendor Payments
Maximum daily exposure limit for ACH entries (total debits & credits): _____			

By signing below, the Company agrees to the type of ACH Origination entries, the maximum daily exposure limit for ACH Originations (debits and credits) and the ACH Fees.

Authorized Signature _____ Date _____

Print Name _____ Title _____

Schedule B: Security Procedures and Transaction Settlement/Delivery Timeframes

Security Procedures

The Financial Institution grants access to the Internet Banking System to perform transactions authorized in Schedule A. The Company agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all User IDs and Passwords that are assigned to the Company for initiating transactions using this system. Any transaction initiated or authorized using a valid combination of a User ID and Password will be considered authentic, valid and binding by the Company and Financial Institution. The Financial Institution agrees to provide reasonable assistance to establish User IDs and Passwords, training, and support to the Company for properly using the services. If files or entries need to be delivered to the Financial Institution, the information must be delivered to the address below. If the Company suspects or believes any such information has been compromised, it shall immediately contact the Financial Institution at the following address:

Emergency Contact:	<i>Customer Support</i>	Financial Institution:	<i>First Commerce Bank</i>
Telephone Number:	<i>818-501-2265</i>	Street Address:	<i>16861 Ventura Blvd., Suite 100</i>
Fax Number:	<i>818-461-0176</i>	City/State:	<i>Encino, CA 91436</i>
Email:	<i>operations@fcb.la</i>		

In the event the Financial Institution needs to contact the Company, the following contact information shall constitute notice if delivered to:

Emergency Contact:	_____	Company:	_____
Telephone Number:	_____	Street Address:	_____
Fax Number:	_____	City/State:	_____
Email:	_____		

Transaction Settlement/Delivery Timeframes

All ACH Credit Entries should be completed/authorized at least two (2) business days prior to the "Effective Date" of the transactions. All ACH Debit Entries should be completed/authorized at least two (2) business days prior to the "Effective Date" of the transactions. If the transactions are not completed/authorized by the required timeframe, the Financial Institution cannot guarantee the transactions will be accepted by ACH processors, or be received/posted on the "Effective Date" by the recipient's financial institution. The Financial Institution may accept these items and they will be forwarded to the ACH processor no later than the Financial Institution's next regularly scheduled delivery time.

For Settlement/Delivery purposes, a business day is defined as a legal banking day where both the Financial Institution and ACH processor are open for business. The end-of-day cutoff time is shown below:

End-of-day Cut-off Time: **4:00 p.m.** Time zone: **Pacific Standard Time**

All ACH Credit originations represent financial obligations for the Company and Financial Institution. The Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 10 or 11. The balance showing in the Internet Banking system associated with the account designated as the settlement account for the Entries must be sufficient to cover the total originations on the completed/authorized date as described above. If the settlement account does not have sufficient funds at that time, the Financial Institution may, without any liability, deny, reject or process the Entries. If the entries are processed, the Company is still obligated to pay the Financial Institution for the Entries.

Schedule C: Authorized Cash Management Services for Each User

This schedule will define the allowed transactions for the Company's end-users using the Financial Institution's Internet Banking system to Originate create and/or deliver PPD or CCD NACHA formatted files for further processing in accordance with the attached agreement. All entries shall be conducted via the Financial Institution's Internet Banking system in accordance to the instructions provided either by the system or institution representatives. The allowed services granted to the company may consist of multiple features; such as web-enabled data entry screens, file transfers and uploads. This Schedule itemizes the features.

Company Name: _____ **User ID:** _____
Authorized Account(s): _____ **Cash Management ID:** _____
User Name: _____ **Telephone:** _____
User Title: _____

Authorized ACH Permissions

ACH Permissions	Allow?	
	Yes	No
View ACH Batches Only	<input type="checkbox"/>	<input type="checkbox"/>
Create & Edit ACH Batches	<input type="checkbox"/>	<input type="checkbox"/>
Schedule & Execute ACH Batches	<input type="checkbox"/>	<input type="checkbox"/>

By signing below, the Company instructs the Financial Institution to create a User ID and Password for the representative listed above with all the security levels and allowed transactions and account access shown on the form. The Company warrants and guarantees all transactions performed using the valid User ID and Password are valid obligations of the Company.

Authorized Signature _____ Date _____

Print Name _____ Title _____

Schedule D: ACH Sample Authorization Agreement – ACH Payments - Send payments to vendor. Give copy of this form to vendor to complete.

AUTHORIZATION AGREEMENT FOR ACH Credit	
Company Name _____	Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____	Branch _____
City _____	State _____ Zip _____
Routing Number _____	Account Number _____
<p>This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.</p>	
Name(s) _____	ID Number _____
Date _____	Signature _____
<p>NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.</p>	

Schedule E: ACH Sample Authorization Agreement – ACH Receipts – Collect Funds from your client.

Give copy of this form to your client to complete. **Provide a copy of completed form to First Commerce Bank.**

AUTHORIZATION AGREEMENT FOR ACH Debit	
Company Name _____	Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____	Branch _____
City _____	State _____ Zip _____
Routing Number _____	Account Number _____
<p>This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.</p>	
Name(s) _____	ID Number _____
Date _____	Signature _____
NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.	