



CENTRALIZED RETURNS AGREEMENT

245 SAW MILL RIVER ROAD, STE. 105, HAWTHORNE, NY 10532 • 800-492-2794 • 914-747-7218 Fax

COMPANY INFORMATION: Company ID Number _____ Service Center _____ New Company _____ or Change Info _____ Date ____/____/____

Company Name _____

Physical Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

E-Mail _____ Federal EIN # _____ State EIN # _____ DUNS # _____

Telephone _____ Ext. _____ Fax _____ No. Of Locations _____ Type Business _____

Date Established ____/____/____ Number of Employees _____ Type of Entity: ___ Corporation ___ Partnership ___ Sole Proprietor ___ St/Local Govt ___ Non-Profit

DBA/Location Name _____ E-mail Statement to: _____

Location Address _____ Mail Statements to: [] Corp. H.q. [] Location

Table with 4 columns: Company Contacts, Name, Title, Telephone, Extension

A copy of a VOIDED check must accompany this application. Do not send a deposit slip.

ALL FIELDS MUST BE COMPLETED IN ORDER TO PROCESS YOUR AGREEMENT.

FINANCIAL INSTITUTION INFORMATION: Credit/Debit Account

Name of Institution _____ Type of Account: ___ Business ___ Personal ___ Checking ___ Savings

Branch _____ Account Description: _____

Address _____ City _____ State _____ Zip _____

Bank Contact _____ Title _____ Tel _____

**Account Number _____ **Bank Routing Number _____

I authorize the above financial institution to release the following information to Processor or any agents of Processor for the purpose of this application.

Table with 4 columns: Signed, Name Printed, Company, Date. Contains sections for 'About your Company', 'The Checks you take', and 'We may request Last two months Bank Statements'.

FEE SCHEDULE FOR TRANSACTIONS:

Setup/Application Fee \$ _____ (Non Refundable) Monthly Maintenance Fee \$ _____ Fee per Returned Item (NSF, etc.) \$ _____

TERMS AND CONDITIONS

Terms and Conditions governing the agreement between the Company (the Originator) named on page one of this Processing Agreement to which these Terms and Conditions are Attached (hereinafter "Company") and The Electronic Funds Transfer Corp., AKA The EFT Network, Inc. & Redeposit.Com and its officers, employees, affiliates, licensees and agents (hereinafter Processor) and "Current Client" refers to a current client of "Processor":

- 1.0. WHEREAS, "Company" desires to expedite receipt of checks payable to "Company" that are returned unpaid by the paying Banks; and
1.1. WHEREAS, "Current Client" has guaranteed all returns to "Processor" in the event that "Processor" is unable to recover funds for returned checks directly from "Company".
1.2. WHEREAS, the "Processor" has agreed to a procedure whereby checks payable to "Company" and endorsed pursuant to this Agreement may be likely to be returned to "Processor" account at "Processors" financial institution, rather than the depository Bank, and then processed by "Processor"; and
1.3. WHEREAS, "Company" and "Processor" desire to enter into this Agreement for the expeditious return of items as set forth herein.

NOW, THEREFORE, "Company" and "Processor", for themselves, their successors and assigns, hereby agree as follows:

2.0. "Company" agrees to place its own endorsement as payee on checks (and other items handled for collection as cash items) payable to "Company" or of which "Company" is the holder and deposited with other banks ("Checks"), and agrees to place (and is authorized by "Processor" to place) the return instruction endorsement of "Processor", as set forth as outlined in "Centralized Return Stamp Docket, on the reverse of such Checks. "Company" may place "Processor"s return instruction endorsement on Checks by means of (a) endorsement stamps or (b) point of sale equipment, now known as endorsement instruments. "Company" agrees that an endorsement stamps shall be deemed to be property of "Processor", and the use of such endorsement stamp must be immediately discontinued and must be returned to "Processor" upon request.

2.1. It is intended that items endorsed as described in paragraph 2.0 will be returned to the "Processor's" account at processors financial institution rather than "Company's" depository Bank, however, "Processor" makes no warranty that returned items will in fact be returned to "Processor" and will not be responsible for items returned to depository Banks.

2.2. Since Centralized returns will be charged to an account maintained by "Processor" at "Processor's" financial institution, "Company" shall take all precautions necessary to protect the endorsement instruments from unauthorized use or theft. In the event the endorsement instruments are used in an unauthorized manner, "Processor" will make all efforts to notify "Company" of the unauthorized use of the endorsement instruments and return the check to the original depository bank, but will not be liable to or responsible for said returned checks to "Company" for failure or inability to complete this either of these tasks. "Company" understands that "Company" is solely responsible for any losses incurred in the unauthorized use of the endorsement instruments and "Company" will promptly reimburse "Processor" for said returned checks. Any and all liability incurred due to the failure of "Company" in protecting and or returning the endorsement stamp shall reside solely with the "Company". Should "Company" learn of or discover the misuse of the endorsement instrument, "Company"

will notify "Processor" of the theft or misuse of the endorsement instruments as soon as possible, but final liability shall still remain with the "Company".

2.3. The fee schedule for the return services provided by "Processor" or "Current Client" pursuant to this Agreement is set forth below. The fees payable for the return services shall be debited to the "Company's" account by the "Processor" or "Current Client" in arrears. An account statement shall be prepared by the "Processor" and sent to "Company" by fax by the fifteenth (15th) day of each month. "Company" shall notify "Processor" of any discrepancies within fifteen (15) days from the date it receives the account statement and "Processor" shall make any needed adjustments to "Company's" account within ten (10) days thereafter.

2.4. "Company" agrees to provide to "Processor" if requested, within 90 days of the end of each of its fiscal years, audited financial statements prepared in accordance with generally accepted accounting principles consistently applied and certified by independent public accountants satisfactory to the Bank, containing a balance sheet, statements of income and surplus, statements of cash flows and reconciliation of capital accounts, along with any management letters written by such accountants.

2.5. "Company" acknowledges and agrees that "Processor" could not be fully compensated by money damages for breach "Company's" failure to cease to endorse Checks on behalf of "Processor" and to return endorsement stamps to "Processor" as provided in paragraph 1 of this Agreement. In such event, "Company" agrees that in addition to any other rights and remedies provided by law or equity, "Processor" shall be entitled to seek such equitable relief as is appropriate, including without limitation, an injunction to be issued by a court of competent jurisdiction enjoining or restraining "Company" or any other person from committing any such breach.

2.6. **INVESTIGATIVE REPORT.** Company understands that an investigative or Consumer Report, and or an inquiry to my financial institution may be made in connection with the application. Company authorizes Processor or/and any credit bureau, credit reporting agency or financial institution employed by Processor and/or agents of Processor to investigate references, statements or data obtained from the Company, or any of the principals, officers, employees or agents for the purpose of this application and Agreement and will be used to determine the financial condition of the Company.

2.7. **USE LIMITATIONS.** Company agrees it shall not lease, rent, loan, resell or otherwise transfer its right to without the express written consent of Processor.

2.8. **REQUIREMENTS FOR ACCESSING CHECK IMAGES AND OR DATA.** Minimally, Company is required to have available to Company a personal computer, a modem, Access to the Internet and browser software (hereinafter collectively "Computer") to access the system.. Company agrees that it is responsible for installation, maintenance and operation of its Computer and all hardware and software necessary to connect to Processor's Internet Web Site. The risk of error, failure, or non-performance is Company's risk and includes the risk that Company does not operate its Computer. Processor is not responsible for any errors or failure from any malfunction of Company's Computer software, hardware, or Internet service connection. Processor is not responsible for any electronic virus or viruses that Company may encounter or power or connection related interference. Processor is further not responsible for any Computer virus related problems that may be associated with use of the Service. (See Limitations on Liability below.)

2.9. **PASSWORDS.** A password is required to access the Web Site, and it is a security feature. Company agrees that this security feature is reasonable and is designed to authenticate Company's access. Company agrees that it will not disclose and will prevent disclosure of its password. If the confidentiality of Company's password is compromised, Company shall notify Processor immediately. Company assumes sole responsibility for maintaining its password. Password may be changed by Processor or Company from time to time either by request by Company or at the direction of Processor.

PROCESSING & PROCESSOR RESPONSIBILITIES

3.0. **DEBIT & CREDIT AUTHORIZATION** Company hereby authorizes Processor, or its designees, to initiate debit and/or credit entries to Company's bank accounts in accordance with this agreement. Processor's authority will remain in full force and effect until either (a) 180 days after Processor has received written notification from Company of the termination of this agreement. This amount of time provides Processor reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of Company to Processor that have arisen under this agreement have been paid in full, including, but not limited to, those obligations described in this agreement.

3.1. **RESERVE REQUIREMENTS.** "Company" or "Current Client" agrees, if requested, to place with "Processor" a balance (deposit) equaling the sum of one half months check returns and it is understood that we may require an increase in this amount, as necessary in connection with the number of checks returned to us on your behalf.

3.2. **SETTLEMENT & FINALITY.** "Company's" or "Current Clients" account will be debited to replenish the reserve account on a pre-agreed period. In the event there are not sufficient funds in "Company's" or "Current Clients" Account to cover "Company's" obligations under this Agreement, Company agrees to pay Processor the amount of the deficiency on demand in immediately available funds. Processor may, as a last resort, debit any account maintained by Company to recover returned transactions and due processing fees. Any amounts not collected ten (10) days after billing or notification, will accrue interest at the rate of 1% per month beginning on the thirty-first day after billing until paid in full and you agree to pay us a \$25.00 fee for each and any debits to your account, which are not honored because of insufficient funds.

3.3. **PROCESSOR'S RESPONSIBILITIES.** "Processor" shall comply with all applicable federal, state and local laws, ordinances, regulations and codes in the performance of this Agreement. "Processor" further agrees to indemnify, defend and hold "Company" harmless for any loss or damage sustained by reason of "Processor's" failure to comply with the aforementioned laws, ordinances, regulations and codes. Processor shall provide to Company access to its secure Internet web site (hereinafter "Web Site"). The Service shall be available any time, day or night, seven days a week, by signing on to the Service and entering Company's password. Processor reserves the right to modify the Web Site at any time consistent with this Agreement. Processor further reserves the right to suspend Service and deny access to the Web Site without prior notice during scheduled or unscheduled system maintenance, repairs or upgrades, acts of god or other incidents beyond Processor control or as Processor otherwise determines appropriate.

3.4. **ORIGINATING TRANSACTIONS.** Processor will use the information provided by "Company" or "Current Client" to originate entries through the ACH for the transfer of funds replenishing the deposit "Processor" holds on behalf of "Company" and for billing and other matters as necessary under the terms of this agreement. At Company's request, Processor will make reasonable efforts to reverse a returned check, but Processor will have no responsibility for the failure of Processor or any other person or entity to comply with Company request. All requests MUST be in writing and faxed, delivered or mailed to the Processor.

3.5. **CHANGE OF INFORMATION.** In order to allow proper processing, "Company" or "Current Client" agrees to provide new financial institution information to Processor at least 15 days prior to closing or changing the account above. Any losses incurred by Processor or "Company" or "Current Client" due to the delay of new financial information being received by processor in the aforementioned time period will reside solely with the "Company" or "Current Client".

3.6. **RETURNED ENTRIES & REPORTS.** All returns will be processed and available through Web access or by other means as agreed to by the Processor and the Company. Monthly transaction reports will be delivered to you by fax, email, U. S. Mail, or on-line reporting via the Internet.

Other Terms & Conditions

4.0. **NO WARRANTY.** WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF COMPANYABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY WITH RESPECT TO OUR OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, SPECIAL, DIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES TO YOU OR TO THIRD PARTIES DEALING WITH YOU EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.1. **LIMITATION ON LIABILITY & ACTION.** "Company" or "Current Client" releases, and agrees to indemnify and hold harmless, Processor for any loss, cost, judgment, penalty, claim, action, damage, expenses or attorneys' fees which may result from any loss to Company as a result of any acts, errors, or failures to act of Company, the Automated Clearing House, banks, communications carriers or clearing houses through which entries may be originated or Processor receives or transmits information, and no such entry shall be deemed Processor's agent. Further, "Company" or "Current Client" agrees that Processor shall have no responsibility, nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failure in communication networks, legal constraints or other events beyond Processor's control. No action or proceeding arising out of this Agreement may be brought by us or you more than two years after the cause of action has arisen.

4.2. **INDEPENDENT CONTRACTORS.** We and you are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

4.3. **GOVERNING LAW & ARBITRATION.** Each party understands and agrees that this Agreement and any amendments hereto are governed by and shall be construed under the laws of the state of New York without regard for the principles and conflicts of law. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration and administered by the American Arbitration Association in New York under its commercial arbitration rules. If possible, the arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any award by the arbitration shall include attorney's fees as authorized in section 10 below.

4.4. **NOTICE.** All notices, requests, demands and other communications (excluding normal daily communications in the ordinary performance of providing the services to be performed pursuant to this Agreement) given under this Agreement shall be in writing and sent to the other party by first class, registered or certified mail) return receipt requested, postage and registrations fees prepaid, or delivered by reliable overnight delivery service, providing a receipt evidencing delivery, or by facsimile) with a copy also sent by any of the foregoing means, at the address set forth below:

4.5. **CONFIDENTIALITY/RESTRICTION ON USE OF OR DISCLOSURE OF TRADE SECRETS.** Neither party will disclose to anyone, directly or indirectly, either during the term of this Agreement or at any time thereafter, any trade secrets, or confidential information of the other party or use such information other than in the course of services provided under this Agreement. Processor will maintain reasonably adequate procedures to preserve the confidentiality of all of Company's information. All passwords are confidential, and Company agrees to be fully responsible for all activities under Company's password. Each party represents, warrants and mutually agrees that all information concerning the other party which comes into possession during the term of this Agreement shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under this Agreement or as required by law. All documents that we prepare, or any confidential information that might be given to you in the course of our services under this Agreement, is our exclusive property and shall remain our possession without regard to the location of the material. Under no circumstances shall any such information or documents be made publicly available without our prior written consent. Processor may advise potential users of the Service and relationship that Processor has with Company.

4.6. **COPYRIGHT.** Processor's Web Site is protected by U.S. and foreign copyright laws. Company agrees it shall not modify, reproduce or distribute the design or layout of the Web Site or Processor logos without Processor's written permission. The right to utilize Processor's Services and or Web Site and or Processors Software pursuant to this agreement is granted solely to Company, and Company may not provide access to any other person, entity, business, individual, or other entity, or re-present any checks other than those for which Company is the sole named payee on the face of the check.

4.7. **MODIFICATION.** Processor will notify "Company" or "Current Client" in writing before any modification to this Agreement. Company's use of the Web Site and Service after such modification will evidence acceptance of the modification. Any termination will not affect either party's rights or obligation arising before the termination.

4.8. **TERM & TERMINATION.** Either party may terminate this Agreement at any time upon written notice to the other. In the event of termination, "Company's" authority to endorse any check on behalf of "Processor" shall cease immediately. Notwithstanding any termination of this Agreement, this Agreement shall remain in force with respect to any of the rights and obligations of "Company" and "Processor" concerning any check endorsed by "Company" on behalf of "Processor". No delay or omission on the part of "Processor" or "Company" in exercising any right hereunder shall operate as a waiver of such right or any other right. In the event of

termination of this Agreement, "Company" agrees to immediately cease to endorse Items on behalf of "Processor" which authority shall be immediately revoked without further notice of other action on the part of the "Processor", and "Company" shall immediately (a) cease use of such endorsement stamps to "Processor" and permit "Processor" to take possession of endorsement stamps, (1) cease use of point of sale equipment or any other means to endorse items on behalf of "Processor", and (c) notify each depository where "Company" deposits Items that its arrangements with "Processor" to act as its returning "Processor" pursuant to this Agreement has been terminated. With respect to any Items received by "Processor" following termination, "Processor" may charge the amount thereof to the Accounts of "Company" and hold such Items pending "Company"s instructions. This Agreement shall have an initial term of twelve months and shall thereafter automatically renew unless terminated by 90 days notice. Further, Processor may terminate Company's account at any time for any reason, including, but not limited to, failure to abide by the terms of this Agreement or failure to pay any fees or charges when due. Any termination will not affect either party's rights or obligations arising before the termination or any duties or obligations provided herein for the period after termination.

4.9. DAMAGE WAIVER. Processor shall not be liable to Company and Company shall not be liable to Processor, except for the Moines for the items under this Agreement, for any special, consequential, indirect, incidental or punitive damages regardless of whether (1) the claim for these damages is based in tort or contract, or (2) either party knew or should have known the likelihood of these damages in any situation. Processor makes no representations or warranties other than those expressly made herein.

4.10. ENTIRE AGREEMENT & ACCEPTANCE. This Agreement supersedes any and all other agreements, either oral or in writing, between Processor and Company, with respect to the subject of this agreement. The agreement contains all of the covenants and agreements between the parties with respect to the subject of this agreement, and each party to this agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this agreement. No agreement, statement, or promise not contained in this agreement shall be valid or binding. If any provision of this Agreement is deemed unenforceable, the remaining provisions will still be enforceable. This Agreement and schedule is governed by New York Law and not binding on us until accepted by us at our processing office in New York.

4.11. ACKNOWLEDGEMENTS. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and Rather agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both parties.

4.12. AGREEMENT & RIGHTS. This Agreement and the rights and dunes hereunder shall not be assignable by the parties hereto except upon the written consent of the other.

4.13. BINDING CONTRACT. This contract shall be binding on the parties only upon execution by an authorized representative of Processor

Company's Authorized Signature _____ Date _____ Print Business Name _____

Print Signer's Name and Title: _____

The officer(s) signing have authority to execute this Application / Agreement with Processor on behalf of the corporation.

IN WITNESS WHEREOF, this Agreement is made and executed as of the date first set forth above.

Current Client Authorized Signature _____ **Date** _____

Print Business Name _____

Print Signer's Name and Title: _____

The officer(s) signing have authority to execute this Application / Agreement with Processor on behalf of the corporation.

IN WITNESS WHEREOF, this Agreement is made and executed as of the date first set forth above.

PLEASE NOTE THAT BY SIGNING THIS CONTRACT YOU ARE INSURING PROCESSOR AGAINST UNCOLLECTABLE RETURNS FROM MERCHANT.

TYPE OF STAMP(S) REQUIRED: SELF INKING _____ REGULAR RUBBER _____

QUANTITY OF STAMP(S): _____

FULL ADDRESS WHERE STAMPS ARE TO BE SHIPPED WITH CONTACT PERSON

NAME: _____
ADDRESS: _____
CONTACT PERSON: _____

PLEASE PROVIDE US WITH COMPANY NAME AND OR DBA'S ON HOW YOU WOULD LIKE STAMP TO READ:

<u>FOR DEPOSIT ONLY</u>

Please attach a Voided Check here. The check should be from the account to be debited for return replenishment.
