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## **ACH AGREEMENT**

|      | >   | •                     |
|------|-----|-----------------------|
| lame | DBA | Merchant Number (MID) |

The Merchant designated below desires to effect settlement of credits and debits from Merchant's Settlement Account by means of ACH and/or wire transfer in conjunction with the processing of Merchant transactions or services as anticipated by the Merchant Card Processing Agreement ("Merchant Agreement"). In accordance with this desire, Merchant authorizes Wells Fargo (hereafter known as "Wells Fargo" or "BANK") and/or TSYS Merchant Solutions, LLC ("TMS") to initiate debit and credit entries to the Settlement Account (the details of which are set out herein and in the Merchant Application). Merchant agrees to maintain sufficient funds in Settlement Account to cover debit transactions. By signing the Merchant Application, Merchant states that it has authority to agree to such transactions and that the Settlement Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until Member Bank and/or TMS receives written notice from Merchant revoking it. This authorization is for the payment of Merchant transactions, returns and fees, Chargebacks, or any other sums owed between TMS, Member Bank and Merchant. Merchant also certifies that the appropriate authorizations are in place to allow Merchant to authorize this method of settlement. All changes to the identification of the Settlement Account under this authorization must be made in writing in accordance with the Merchant Agreement. Merchant understands that if the information supplied as to the ABA Routing Number and Account Number of the Settlement Account is incorrect, and funds are incorrectly deposited, Member Bank and/or TMS will attempt to assist Merchant in the recovery of such funds but has no liability as to restitution of the same. Member Bank's and/or TMS's assistance in recovering the funds, where available, will be billed to Merchant at Member Bank's and/or TMS's current hourly rate for such work. Merchant acknowledges that the origination of ACH transactions to the Settlement Account must comply with the provisions of U.S. law. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Merchant Agreement.

In accordance with the terms set out herein and in the Merchant Agreement, transfer funds to/from the account listed below. (In case of discrepancy, the data in the attached bank instrument or in the attached bank letter will be presumed to be correct.)

| •   | •              |
|---|----------------|
| Routing Number                            | Account Number |
| ▶   | •              |
| Signature of Authorized Signer on Account | Date           |
| •   | •              |
| Signer's Name (Please Print)              | Signer's Title |

## INSTRUCTIONS

- **1.** Include bank instrument (i.e. pre-printed check or bank letter) (No starter, counter checks, or deposit slips).
- 4. Void the instrument properly.
- 5. Complete all requested information on the form above.
- 2. Instrument must include routing number and account number.
- 3. Make sure that instrument is from institution to/from which funds are to be transferred.