

MERCHANT ACH AMENDMENT – SINGLE ACCOUNT SETUP*

MID: _____ DBA: _____ Confirmation #: _____

Subject to and pursuant to the terms and conditions set forth in the merchant agreement (“AGREEMENT”) between MERCHANT, NATIONAL PROCESSING COMPANY (“NPC”) and the member bank (“BANK”), MERCHANT desires to allow National Processing Company (“NPC”) to effect settlement of credits to and debits from the Automated Clearing House (ACH) depository account set forth below by means of ACH in conjunction with the processing of credit sales transactions. The ACH account set forth below will be considered the MERCHANT ACCOUNT or SETTLEMENT ACCOUNT, as defined in the Agreement (MERCHANT ACCOUNT or SETTLEMENT ACCOUNT, as applicable based on the terms of the AGREEMENT, is hereby the “ACH ACCOUNT”). All capitalized terms used herein in this MERCHANT ACH AMENDMENT (“ACH AMENDMENT”) shall have the definitions set out in the AGREEMENT. In accordance with this desire, MERCHANT authorizes BANK, NPC and their vendors and agents to initiate ACH debit and credit entries from and to the ACH ACCOUNT (the details of which are set out below). This authorization extends to payments for sales, as well as any amounts owed by MERCHANT to NPC, an NPC affiliate or vendor, and/or BANK, including, but not limited to, fees, returns, chargebacks, and amounts owed for lease, rental or purchases of POS terminals, check guarantee services and supplies. MERCHANT agrees to maintain sufficient funds in the ACH ACCOUNT to cover all debit transactions. By signing this ACH AMENDMENT, MERCHANT states that it has authority to agree to such transactions and that the ACH ACCOUNT indicated is the valid and legitimate account for the handling of these transactions. This authority shall remain in effect after termination of the AGREEMENT, until NPC receives written notice from MERCHANT revoking it and all of MERCHANT’S obligations under the AGREEMENT have been paid in full. MERCHANT also certifies that the appropriate authorizations are in place to allow MERCHANT to authorize the changes to the identification of the ACH ACCOUNT under this ACH AMENDMENT. All changes to the identification of the ACH ACCOUNT under this ACH AMENDMENT must be made in writing in accordance with the AGREEMENT. MERCHANT understands that if the information supplied as the ABA Routing Number and/or Bank Account Number of the ACH ACCOUNT is incorrect, and funds are incorrectly deposited and/or withdrawn, NPC, BANK and/or any affiliate or vendor of NPC shall have no liability as to restitution of the same. MERCHANT further understands that MERCHANT may be assessed an Account Administration Fee in accordance with the terms of the AGREEMENT for implementing any corrections to ACH ACCOUNT information as may be required.

ACH FUNDS TRANSFER INSTRUCTIONS
<ol style="list-style-type: none"> 1. Specify Merchant Identification (MID) number and name above. 2. Affix bank instrument (i.e. preprinted check or bank letter) here with tape. Note: ACH ACCOUNT MUST BE A CHECKING ACCOUNT IN THE NAME OF THE LEGAL ENTITY OR SOLE PROPRIETORSHIP OR IN THE D/B/A NAME OF SUCH LEGAL ENTITY OR SOLE PROPRIETORSHIP. 3. Preprinted check must bear ABA routing number and bank account number in MICR characters. 4. Bank letter must bear ABA routing number and bank account number, and must be signed by bank officer. 5. Make sure that instrument is from the institution to/from which funds are to be transferred. 6. Void the preprinted check properly. 7. Complete bank account name, ABA routing number and bank account number below.

In accordance with the terms set out above, transfer funds to/from the ACH ACCOUNT specified below (in case of discrepancy the data on the instrument above will be assumed to be correct):

Bank Account Name for ACH Credits/Debits:	ABA Routing Number:	Bank Account Number:
---	---------------------	----------------------

SIGNATURE OF AUTHORIZED SIGNER ON ACCOUNT**

SIGNER’S TITLE

PRINT AUTHORIZED SIGNER’S NAME

DATE

* **The authorization set forth in this ACH AMENDMENT is effective only with respect to VISA, MasterCard and Discover transactions and does not extend to services provided by any other third party(ies) (i.e. AMEX, JCB, leasing, check, etc.). For all other services, it is MERCHANT’S sole responsibility to notify any such third party(ies) of any changes to the identification of the ACH ACCOUNT.**

****The change reflected herein will be processed by NPC only if this ACH AMENDMENT is signed by the individual who signed the AGREEMENT.**