



Gulf Management
Systems, Inc.

Service Provider Direct Debit/Credit Authorization Agreement / Enrollment Form

SERVICE PROVIDER FEDERAL ID

SERVICE PROVIDER NAME

PHONE NUMBER

SERVICE PROVIDER ADDRESS (Please Print)

The above named Service Provider hereby enrolls onto the Direct Payment Service offered by Gulf Management Systems, Inc. (GMS)

The terms of the plan and agreement are listed on the reverse side of this enrollment form.

In accordance with the Direct Payment Service, I hereby authorize GMS, and/or its authorized agents, to initiate credit/debit entries for payment of moneys owed to me by customer making direct deposits to me through Gulf Management Systems, Inc. I also authorize, if necessary, adjusting credits/debits for entries made in error to my account. All such entries shall be made to the account indicated below and depository (bank) named below is hereby authorized to debit and/or credit the same from or to said account.

SERVICE PROVIDER BANK

BRANCH

ADDRESS

CITY

STATE

ZIP

ACCOUNT NUMBER

This authority is to remain in full force and effect until I have provided written authorization to GMS for its termination at such time and in such manner as to afford its agent and Depository a reasonable opportunity to act on it (30 days). I represent and warrant that I am authorized and empowered to execute this authorization for the purpose of specified herein and indemnify and hold GMS and its agents harmless from any damage, loss or claim resulting from my authorized actions hereunder. By signing this authorization and enrollment form, I acknowledge and accept the terms of this agreement as stated on the reverse side of this authorization, enrollment form.

SERVICE PROVIDER SIGNATURE

DATE

GMS APPROVAL: _____

DATE: __/__/__

Attach voided check

WHEREAS, Service Provider desires that GMS act as Agent for the Service Provider in processing and transmitting debit and credit entries for entry to accounts maintained at certain banks and financial institutions, and

WHEREAS, GMS desires to serve Service Provider in such capacity.

NOW THEREFORE, Service Provider and GMS agree as follows:

1. Service Provider and GMS agree to be bound by the Federal and State rules and regulations pertaining to Federal Reserve, financial institutions and electronic transactions and other related subject matter.
2. With respect to each debit or credit entry submitted, Service Provider warrants that:
 - a. The customer (hereinafter called "customer") to whom the entry pertains has authorized the entry prior to its submission to GMS by properly executing a Customer Authorization Form and that such authorization is effective and shall so remain until the entry is debited or credited to the customer's account, and
 - b. Service Provider has provided the customer with a copy of the completed and executed Customer Authorization Form
 - c. The Customer Authorization Form is accurate, in proper form, timely and conforms to all obligations which customer owes to the applicable Service Provider and GMS.
 - d. Upon written request, Service Provider agrees to provide GMS with evidence of proper execution of authorization forms.
3. Service Provider Agrees to indemnify and hold GMS harmless from any loss, cost or expense (including Attorney fees) caused by Service Provider's intentional acts, breach of any warranty, mistakes, omission or failure to exercise reasonable care or to comply with the applicable rules, this Agreement or its agreement with the customer.
4. Service Provider shall promptly indemnify and hold GMS harmless from any and all claims, damages or expenses (including attorney fees and costs) resulting directly or indirectly from (a) the debiting, crediting, adjusting or otherwise dealing with the accounts of any person, including without limitation any changes of charge-backs associated with or resulting from or arising out of any financial institution in debiting, crediting, adjusting or otherwise dealing with the accounts of any person, as requested by Service Provider, (b) acts of God, war, interruption of communications facilities, acts of governmental authorities, acts of Service Provider or of third parties or other event or circumstance outside of the control of GMS, and (c) delay, inaccuracy or failure of Service Provider in initiating, implementing or fulfilling transactions, requests for information or other action of Service Provider required hereunder or otherwise to be performed by Service Provider. GMS assumes no liability under the Electronic Funds Transfer Act and Regulation E promulgated thereunder or any other applicable federal or state law or regulation, unless GMS has expressly agreed to do so in writing.
5. GMS makes no warranties, express or implied, to Service Provider in connection with services provided under this Agreement including, without limitation, any implied warranties or merchantability or fitness for a particular purpose.
6. Service Provider shall deliver completed and executed Customer Authorization Forms to GMS at its office no later than 4:00 p.m. on a day which is at least ten (10) business days prior to the date on which entries are to be processed. Changes to existing Customer Authorizations, with the exception of changes to the customer's bank or bank account, shall be delivered to GMS no later than two (2) business days prior to the date on which the entries are to be processed. Changes to the customer's bank or bank account require the before mentioned ten (10) business day prior notice.
7. Upon receipt of the Customer Authorization Forms, GMS will use reasonable care to process the payment entries. GMS shall not be liable to any customer as a result of GMS's performance of its duties under this Agreement. GMS shall be liable to the Service Provider, if at all, up to a maximum of the service fees paid for the transaction.
8. GMS shall not be liable for loss or damage to the Service Provider or the customer arising out of acts or omission of any third party including but not limited to courier services, any financial institution, the Federal Reserve Bank or any other party.
9. To facilitate the transfer of the funds and to provide a means for Service Provider to settle with GMS for debit or credit entries processed by GMS on behalf of Service Provider, Service Provider agrees that funds collected from Service Provider's customers will be paid over to Service Provider no later than the last business day of each week for funds collected during the prior weekly period. (For example funds collected Monday through Friday of the present week will be paid to Service Provider no later than Friday of the following week.) If the payment starting date or any subsequent payment date falls on the 29th, 30th or 31st of the month, payments will be processed on the last day of the month should that calendar date not exist. Payment dates which fall on a weekend or holiday are processed the first business day after the holiday or weekend. Service Provider also agrees that all fees, costs and expenses payable to GMS will be first deducted from the funds paid over to Service Provider, so that the Service Provider receives an amount net of such fees, costs or expenses.
10. As compensation for its services hereunder, Service Provider agrees to pay fees to GMS in accordance with a schedule, which has been mutually agreed upon between GMS and Service Provider. Fees subject to change without thirty (30) days notice.
11. The term of this Agreement shall be for one year from the date this Agreement was signed. Said one year term shall be automatically extended for consecutive one year term. Service Provider agrees that GMS, shall be its exclusive agent for the terms contained in this Agreement.
12. This Agreement may be modified only in writing when signed by both Service Provider and GMS. Service Provider and GMS agree that each shall give the other a thirty (30) day notice of its intent to terminate this Agreement. Termination shall not relieve either party of any obligation or liability incurred prior to the effective date of such termination.
13. If an item is returned, for any reason, GMS will refer the item to Service Provider for final resolution.
14. This Agreement shall be governed by the rules and laws of the State of Florida, Pinellas County, and Pinellas County shall be the proper forum for the resolution of any dispute relating to this Agreement. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired, or invalidated. In the event of litigation, the prevailing party may recover costs and reasonable attorney fees.
15. This Agreement, including any Attachments, constitutes the entire agreement between the parties and supersedes all prior written and/or oral agreements, between the parties. This Agreement may only be amended by an attachment or amendment in writing attached hereto. Neither party is relying on any warranties, representations or inducements except as stated herein.