



ACH Service Agreement

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For NatPay Use Only

Rep: _____ **Type:** ___ Reg ___ PPP ___ EE ___ Lead ___ Multi
Promo: _____ **Fee:** ___ One Time ___ Per EE
Special Instructions: ___ Yes ___ No **Referral #:** _____
Sic Code: _____ **Lead Source:** _____

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Introduction

Please read through this entire electronic Direct Deposit Plus Service Agreement, complete all applicable sections, initial each page, sign, and return it by email to your sales representative. For assistance in completing this Service Agreement please call your sales representative, or NatPay's customer service department at 800-284-0113, option 2.

To fill out this agreement and sign it electronically, you will need the latest version of Adobe's free Acrobat Reader software installed on your computer before you can fill out this Agreement and sign it electronically. Visit <http://get.adobe.com/reader/> to obtain this software.

Once you have the Adobe Acrobat Reader software installed on your computer, open this PDF Agreement in it, and click on each field to begin typing in your information. Once complete, save the PDF, and email your completed Service Agreement PDF and all other applicable documents described herein to your sales representative.

Once we receive your faxed Service Agreement and all applicable documents described herein, we will deposit and withdraw a random amount between 01¢ and 99¢ into your bank account. We will also fax to you a Welcome Kit that consists of a New Account Confirmation Report and Account Activation Form. In order to activate your account, you must confirm the deposit/withdrawal amount with your bank and fax the Account Activation Form to Customer Support. This security process confirms that you have authorization to use this bank account because only you have access to the deposit/withdrawal amounts sent by National Payment. Upon receipt of the Account Activation Form, we will email or fax to you an Account Verification notifying you that your account is ready for payroll transmission. You will need to download the Employee Direct Deposit Authorization Form with EZPaynote information from the Downloads page found in the Help Center under the Support section of natpay.com.

This Service Agreement sets forth the terms and conditions of National Payment Corporation's payroll direct deposit service. You will initiate credit entries to authorized bank accounts by the electronic transmission of data to National Payment Corporation for the purpose of processing payroll. You may also initiate related debit and credit entries to and from designated accounts. National Payment Corporation will process this data and transmit it to and from the originating and receiving banks by means of the Automated Clearing House (ACH) system. National Payment Corporation will solely transmit data received from you and strictly in accordance with your instructions. This payroll direct deposit service is governed by the Operating Rules of the National Automated Clearing House Association (the "NACHA Rules"). You accept the responsibilities of an "Originator" under the NACHA Rules. National Payment Corporation accepts the responsibilities of a Third-Party Sender under the NACHA Rules. Terms used but not defined in this Service Agreement have the meanings provided in the NACHA Rules.



ACH Service Agreement

1 – Company Information

Complete all company information. Please include proof of your Taxpayer Identification Number (TIN) or (EIN). *For example: Tax Return or 941 form [must be signed by preparer]; quarterly payroll form; IRS TIN [SS-4 form] or 501(c)3 letter.*

Legal Business Name

Trade Name

Type of Business / NAICS Code

Taxpayer Identification Number (TIN) or (EIN)

Address

City

State

Zip Code

Phone Number

Fax Number

Website Address

Total number of employees that you process payroll for?

2 – Contact Information

Please list the names and numbers for contacts should NatPay need to call.

Management Contact Name

Management Contact Title

Management Contact Phone Number

Management Contact Email Address

Supervisor Contact Name

Supervisor Contact Title

Supervisor Contact Phone Number

Supervisor Contact Email Address

Software Operator Contact Name

Software Operator Contact Title

Software Operator Contact Phone Number

Software Operator Contact Email Address



ACH Service Agreement

Owner / Principal Name #1

Title

Percentage

Owner / Principal Name #2

Title

Percentage

Owner / Principal Name #3

Title

Percentage

3 – Schedule of Fees

One-time Setup Fee

Per Item Fee

Daily Transmission Fee

NSF Fee

Monthly Transmission Fee

Wire Fee

Occasionally, Correction Fees may be applicable to your account. Please note that these fees ARE NOT typical for an account on a regular basis. They are only charged when a corrective procedure is necessary to ensure that a received payroll file will be processed for the requested pay date. Most fees may be avoided with a regular review of your Transmission Verification Reports.

4 – Account Type

Please select one of the four account types:

_____ **Account Type One: Regular** – A single company that processes their own payroll.

_____ **Account Type Two: Multi-Account Lead Company** – A single company that processes the payroll for one or more of their subsidiary companies.

_____ **Account Type Three: Sub-Company** – A single subsidiary company that has their payroll processed under a Multi-Account Lead Company.

_____ **Account Type Four: Professional Payroll Processee (EE)** – A client of a Professional Payroll Processor (PPP).

Please indicate who NatPay should charge fees to: _____ PPP _____ Client

Please indicate the PPP Account number here: _____



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5 – Password

Select a password that you will use to transmit your files to National Payment Corporation. The password can be up to 10 letters or numbers, but no spaces, symbols, or punctuation. Please use Ø for the number zero.

Password: _____

6 – Transmission Reports

Please list up to four email addresses of the recipients that should receive all Transmission Reports:

Email Address #1

Email Address #2

Email Address #3

Email Address #4

Transmission Report Type: _____ HTML _____ PDF _____ Encrypted PDF / Password: _____

7 – Accounting Software (if applicable)

Please list the name, version number, and platform of the software program used to create direct deposit files.

Software Program

Version Number

Operating System: _____ DOS _____ Windows _____ Mac _____ Web Application: _____

8 – Bill / Invoice Recipient (if applicable)

Please list the email address of the recipient that should receive bills / invoices from NatPay if you are not choosing to use the direct-debit option for fees per section 10.

Email Address



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9 – Authorized Account for ACH Transactions

Please attach a VOIDED blank check from this account.

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: _____ Checking _____ Savings

Routing/Transit Number

Account Number

10 – Authorized Account for ACH Fees

Please select one of the two options to indicate whether or not a separate account is to be used for ACH fees.

_____ **Option One: Authorized Account for ACH Transactions** (The account indicated in section 9.)

_____ **Option Two: Authorized Account for ACH Fees** (Please attach a VOIDED blank check from this account.)

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: _____ Checking _____ Savings

Routing/Transit Number

Account Number



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11 – Authorized Account for Tax Payment Transactions (if applicable)

Please select one of the three options to indicate whether or not a separate account is to be used for tax payment transactions.

_____ **Option One: Authorized Account for ACH Transactions** (The account indicated in section 9.)

_____ **Option Two: Authorized Account for ACH Fees** (The account indicated in section 10.)

_____ **Option Three: Authorized Account for Tax Payment Transactions** (Attach a VOIDED blank check for account below.)

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: _____ Checking _____ Savings

Routing/Transit Number

Account Number

12 – Direct Deposit Plus Funding and Timing Options

Please choose one of the three funding options.

_____ **Funding Option One: Regular ACH Funding**

Regular ACH Funding consists of two different timing options for transmitting your payroll file. To transmit your payroll file four days before payday (*ie: upload file on Mon., pull \$ on Tue., pay day on Fri.*), choose the 4-day Standard Timing option with a.m. availability. To transmit your payroll file three days before payday (*ie: upload file on Tue., pull \$ on Wed., pay day on Fri.*), choose the 3-day Expedited Timing option with a.m. availability. There are additional service charges for the 3-day Expedited Timing option.

Choose one timing option:

_____ **4-day Standard Timing / a.m. Availability**

_____ **3-day Expedited Timing / a.m. Availability**
(This option available upon approval.)

_____ **Funding Option Two: Pre-Funding**

The prefunding option authorizes NatPay to debit a pre-determined payroll dollar amount prior to your payroll transmission. The funding of payroll is AUTOMATIC with your prefunding authorization. Pre-funding consists of two different timing options for transmitting your payroll file. To transmit your payroll file two days from payday, choose the 2-day Standard Timing option with a.m. availability. To transmit your payroll file one day from payday, choose the 1-day Expedited Timing option with a.m. availability. There are additional service charges for the 1-day Expedited Timing option.



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After your transmission is received, it is compared with the pre-funded amount. If the payroll exceeds the pre-funded amount, NatPay will automatically debit up to \$1,000 which will incur a fee of \$10. If the amount exceeds \$1,000 you are required to initiate a wire for the difference which will incur a fee of \$15. Any amount over the actual payroll is credited back to your company's bank account two business days after payday.

You must also complete the Payroll Calendar Log section in this agreement. Please Notify Customer Support of any changes thereafter.

We urge you to authorize a withdrawal amount up to 25% larger than your average anticipated payroll.

Estimate amount per payroll: \$ _____ (A dollar amount is mandatory.)

Choose one timing option:

_____ **2-day Standard Timing / a.m. Availability**

_____ **1-day Expedited Timing / a.m. Availability**

_____ **Funding Option Three: Bank Wire Funding**

In order to exercise the Bank Wire Funding option, you must first contact NatPay's customer service department for specific instructions. Due to banking regulations, the bank wire must be received by NatPay's financial institution by 2:00 p.m. ET one or two days prior to payday. There is an additional fee of \$15 for Bank Wires. Your bank may also charge you a fee for initiating a Bank Wire.

To transmit your payroll file two days from payday, choose the 2-day Standard Timing option with a.m. availability.

To transmit your payroll file one day from payday, choose the 1-day Expedited Timing option with a.m. availability. There are additional service charges for the 1-day Expedited Timing option.

Choose one timing option:

_____ **2-day Standard Timing / a.m. Availability**

_____ **1-day Expedited Timing / a.m. Availability**

13 – Payroll Calendar Log (if applicable)

If you chose the Regular ACH Funding option or the Bank Wire Funding option then the Payroll Calendar Log is optional. If you chose the Pre-Funding option then the Payroll Calendar Log is mandatory.

NatPay will create and print a calendar/log for you that shows your pay date and the date that you should send us your Direct Deposit information. This calendar will include all Federal Reserve bank holidays*.

First Pay Date with NatPay is: _____



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Indicate your pay frequency:

<input type="checkbox"/> Once a Week on:	<input type="checkbox"/> Every Two Weeks on:	<input type="checkbox"/> Once a Month on:
<input type="checkbox"/> MON	<input type="checkbox"/> MON	<input type="checkbox"/> First Business Day
<input type="checkbox"/> TUES	<input type="checkbox"/> TUES	<input type="checkbox"/> Last Business Day
<input type="checkbox"/> WEDS	<input type="checkbox"/> WEDS	<input type="checkbox"/> First: M T W TH F
<input type="checkbox"/> THUR	<input type="checkbox"/> THUR	<input type="checkbox"/> Last: M T W TH F
<input type="checkbox"/> FRI	<input type="checkbox"/> FRI	<input type="checkbox"/> Date:
<input type="checkbox"/> Twice a Month on:	_____ and _____	

If your pay date falls on a Saturday, Sunday, or bank holiday, you must choose another pay date.

Choose one of each:

Saturday:	<input type="checkbox"/> Friday Before	<input type="checkbox"/> Monday After
Sunday:	<input type="checkbox"/> Friday Before	<input type="checkbox"/> Monday After
Holidays:	<input type="checkbox"/> Business Day Before	<input type="checkbox"/> Business Day After

* You can get a list of Federal Reserve Bank Holidays by visiting: <http://natpay.com/support/holidays>

14 – Timing of Data Transmission

You agree to transmit each payroll file to National Payment Corporation sufficiently in advance of the scheduled pay date for that file to allow National Payment Corporation to meet the timely submission requirements of the NACHA Rules. Standard timing requires transmission three full days before the designated pay date and time. For example, if funds are to be available in employees' accounts on Friday morning, you will transmit the payroll file to National Payment Corporation before 9:45 p.m. ET on the preceding Monday. If a calendar pay date could fall on a Saturday, Sunday, or bank holiday, you must indicate whether the actual pay date is the Friday or Business Day before, or the Monday or Business Day following, the otherwise scheduled calendar pay date.

You may inquire about other timing alternatives by contacting National Payment Corporation; additional fees may apply. Please note that you may be required to sign an additional Funding Guaranty Agreement depending upon the timing and funding options that you select.

15 – Additional Terms and Conditions

a. Direct Deposit Authorization. Company (hereinafter "Customer") authorizes National Payment Corporation to originate Entries on its behalf through the ACH system in order to make (i) payroll direct deposits to the accounts of those persons designated by Customer as payees (the Payees") (ii) tax payments, if any, to accounts designated by Customer, and (iii) any related payments, corrections and adjustments.



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b. Electronic Transfers. National Payment Corporation agrees that it will submit Payment Data (defined in section 15-d) through the ACH system, in the form required for (i) the electronic debiting of payments from the Customer's Authorized Account and Authorized Tax Payment Account designated in sections 9 and 11 above (together, the "Authorized Accounts"), (ii) the crediting of payments to the Payees' designated accounts (the "Payees' Accounts") and the accounts designated by the Customer for tax payments, if any (the "Tax Payment Accounts"), and (iii) related debit and credit entries to and from the Authorized Accounts, Payees' Accounts and Tax Payment Accounts. National Payment Corporation will transmit Entries to the ACH Operator, through a processing financial institution, by the deadline of the ACH Operator for such Entry to be settled on the pay date specified by Customer, provided that accurate and sufficient data for such Entries are received from Customer by National Payment Corporation's related cut-off time set out in section 14 above and sufficient funds are available in the Authorized Accounts to settle such Entries.

c. Payee Authorization. Customer will obtain authorization from each participating Payee to make automatic book entries to and from the Payee's Account. The authorization must be completed and signed by the Payee. Customer may use the Employee Direct Deposit Authorization Form found in the Help Center under the Support section of natpay.com or any other form that complies with the NACHA Rules and state and federal laws and regulations applicable to automatic book entries. Customer agrees to retain each completed and signed authorization for two years following the termination of this Service Agreement and to provide National Payment Corporation with any or all such authorizations within five days of request.

d. Payment Data Files and Warranties. Customer will provide National Payment Corporation with all data necessary for the desired electronic transfers ("Payment Data") using Standard Entry Class Codes and will assure that the Payment Data is current and accurate at all times. Customer will promptly review documents and reports provided by National Payment Corporation and immediately notify National Payment Corporation of any error, omission or discrepancy. Customer will utilize prudent controls to verify data submission. Customer will transmit all data via a secured electronic network, a secure session, or in an encrypted format. Information on establishing internal controls using Transmission Reports from National Payment Corporation can be found at natpay.com/support. Customer accepts sole responsibility for the adequacy of the systems and software utilized by Customer to accurately process Payment Data. National Payment Corporation has no responsibility or liability for the accuracy of Payment Data provided by Customer, or delays in service caused by incorrect Payment Data. National Payment Corporation has no responsibility to review such data in any manner, including for accuracy, consistency and conformity to prior Payment Data.

Customer warrants to National Payment Corporation that all Payment Data delivered to National Payment Corporation (i) will be complete and in the proper format acceptable to National Payment Corporation, (ii) will contain true and accurate information, (iii) will comply with the NACHA Rules, and (iv) will be timely under the terms and provisions of this Service Agreement. Customer further warrants, as of each date Payment Data is transmitted to National Payment Corporation and each pay date, that (i) it has a valid Authorization Form on file from each Payee and that authorization has not been revoked, and (ii) it has not initiated any transaction in violation of the laws of the United States.

e. Returns and Erroneous Entries. National Payment Corporation will notify Customer by electronic transmission of the receipt of a returned Entry. Unless the Entry is resubmitted by Customer, National Payment Corporation has no obligation to retransmit a returned Entry if National Payment Corporation complied with the terms of this Service Agreement with respect to the original transmission of the Entry. National Payment Corporation at its sole discretion can suspend the processing of any Payment Data and electronic submission of Entries if Customer has a return rate that exceeds the threshold established by the NACHA Rules (currently 1% of all entries originated in the preceding 60 days.) If an offsetting debit is returned unpaid, that return will be considered as notification by the Customer to National Payment Corporation that the associated credits were erroneous, and specifically grants permission for them to be reversed, at the Customer's expense should the file be repaired or adjusted for processing. Processor acknowledges that each Entry is provisional until receipt by the Payee's receiving financial institution of final monetary settlement for such Entry.



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National Payment Corporation will use reasonable efforts to act on a request by Customer to cancel or change a file prior to transmitting such file to the ACH Operator, but will have no liability if such request is not affected. If Customer discovers that any Entry it has initiated is an Erroneous Entry, it must notify National Payment Corporation of the error immediately. In such a case, National Payment Corporation will initiate an adjusting Entry if possible. If National Payment Corporation is unable to stop the transmission of the Entry or it is too late to withdraw the item from the ACH Operator, Customer may initiate a Reversing Entry to correct the Entry, as provided for and in accordance with the NACHA Rules.

f. Fees. Customer will pay all applicable fees as set out in section 3 above. Standard fees may be changed by National Payment Corporation upon thirty (30) days prior written notice to Customer, by e-mail, US mail or delivery. In addition, Customer will pay any applicable banking fees that may include but are not limited to Invalid Account Fees (\$100 per incident), Federal Reserve fees, and any fees, fines and penalties assessed under the NACHA Rules. Customer authorizes National Payment Corporation to automatically debit the Authorized Accounts for all fees and other amounts owed to it by the Customer. Customer agrees to pay National Payment Corporation upon demand all amounts due under this Service Agreement which for any reason, in part or in whole, cannot be debited from the Authorized Accounts. Customer may arrange to have fees invoiced for payment, by contacting a customer service representative.

g. Settlement, Reserve, and Warranties. Customer authorizes National Payment Corporation (i) to debit the Authorized Accounts in an amount sufficient to cover the settlement of any Entry processed by National Payment Corporation on behalf of Customer and any related fees, charges, fines or penalties and (ii) to debit or credit the Authorized Accounts in the amount of any returned or corrected Entry or chargeback. Customer warrants that it will maintain at all times a sufficient balance in the Authorized Accounts to cover all debit entries, returns, fees, fines, penalties and any other amount due to National Payment Corporation under this Service Agreement, together with any required reserve amount. Customer agrees to make payment upon demand directly to any Originating Depository Financial Institution that transmits Entries on behalf of National Payment Corporation for any credit Entries or Returns of Entries originated by Customer to the extent that such institution has not received payment from National Payment Corporation.

h. Compliance with laws and NACHA Rules. Customer agrees to follow the NACHA Rules as amended from time to time. The terms of this Service Agreement do not limit the requirement of complying with the NACHA Rules in any way. This Service Agreement automatically will be deemed amended without notice to incorporate or conform to any changes in the NACHA Rules. Customer agrees to pay any fines or liabilities imposed against National Payment Corporation or any of its processing financial institutions caused by any action or inaction of Customer.

Customer agrees to comply with all federal, state or local laws and regulations applicable to automatic and electronic transfers of funds, including those governing authorizations by Payees, disclosures, and required notices, waivers and releases. National Payment Corporation makes no representation or warranty that any form provided by it is sufficient or otherwise in compliance with the NACHA Rules or with federal, state, or local laws or regulations.

i. Indemnification. Customer will indemnify and hold harmless National Payment Corporation and National Payment Corporation's employees, agents and processing financial institution(s) from and against any and all claims, lawsuits, demands, liabilities, damages, costs, or other expenses, including attorney fees, resulting directly or indirectly from or in any way related to (i) Customer's breach of any warranty, representation or provision contained in this Service Agreement or arising by operation of law; (ii) the return of any entry due to insufficient funds in the Authorized Accounts, (iii) any act or omission of Customer or Customer's employees or agents, including fraudulent or incorrect transmission of Payment Data, use or alleged misuse by of the ACH system, or unauthorized or inappropriate access to National Payment Corporation's data files; (iv) Customer's failure to comply with the NACHA Rules or any applicable law or regulation; or (vi) any incorrect distribution of or failure to distribute funds to or from a Payee, except to the extent caused by National Payment Corporation's negligence.



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j. Warranties and Limitations of Liability. National Payment Corporation makes no warranties, express or implied, including without limitation any warranty with respect to the ACH system. Because of the difficulty of fixing actual damages, the parties agree that National Payment Corporation's liability hereunder will be limited to liquidated damages equal to the fees paid by Customer in the calendar month immediately preceding the occurrence of the event which gave rise to the damages, regardless of the cause or origin of such claim or damage and whether it results directly or indirectly from performance or non-performance of National Payment Corporation's obligations under this Service Agreement. In no event will National Payment Corporation be responsible for (i) any incidental damages or consequential losses resulting from the performance or non-performance of National Payment Corporation's duties, or (ii) for any loss or damage to Customer, direct or consequential, arising out of or in any way related to acts, omissions or delays of Customer or Payees, ACH Operators, banks which process electronic transfers or receive Entries on behalf of National Payment Corporation, or any other third parties, including, but not limited to, the Federal Reserve Bank, Customer's banks, or the employees and agents of such ACH Operators, banks or other third parties.

k. Confidentiality. National Payment Corporation recognizes the importance of protecting the privacy of customers' personal information. National Payment Corporation agrees to collect, retain and protect the personal information required to provide electronic transfer services under this Service Agreement. National Payment Corporation provides personal information to third parties only when (i) the information is provided to complete a customer initiated transaction, (ii) the customer requires it, (iii) the disclosure is required by or allowed by law, or (iv) it is necessary to process transactions and provide services. National Payment Corporation will not sell, resell, lease, or otherwise commercially exploit the customer's information to any third party. In the event of a suspected or actual Payment Data security breach, National Payment Corporation will notify NACHA and all other applicable parties about the breach in accordance with the NACHA Rules and NACHA Interim Policy on ACH Data Breach Notification Requirements.

l. Delays and Excuse From Performance. National Payment Corporation is not be liable for any delay or other failure of performance caused by strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software, acts of third parties, or other factors beyond the reasonable control of National Payment Corporation.

m. Use of National Payment Corporation Marks. Customer agrees that it will not use the National Payment Corporation name or any service mark, symbol, or logo associated with National Payment Corporation ("National Payment Corporation Marks") in any manner or form without the prior written approval of National Payment Corporation. All title to and interest in the National Payment Corporation Marks remain with National Payment Corporation. Upon termination of this Service Agreement for any reason, Customer will have no further right to and will immediately cease to use any National Payment Corporation Marks.

n. Audit and Background Checks. Customer agrees that it will permit National Payment Corporation to audit Customer's compliance with this Service Agreement and the NACHA Rules, as permitted or required by the NACHA Rules, upon the request of National Payment Corporation, and will cooperate with such review. Prior to accepting the Company as a customer, National Payment Corporation will conduct a background check on the Company, and may do so periodically during the term of this agreement, for credit purposes and in order to comply with federal laws and regulations, including any applicable "know your customer" regulations under the Currency and Foreign Transactions Reporting Act of 1970, as amended by the USA Patriot Act. The Company acknowledges and consents to the background check and authorizes National Payment Corporation to obtain any credit reports on the Company and on any signatory to this Agreement or beneficial owner of the Company. The Company agrees to provide National Payment Corporation with specific authorization to obtain consumer credit reports for any beneficial owner of the Company, upon request.



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o. Term and Termination. The term of this Service Agreement is one year and will automatically renew each year thereafter unless terminated as follows. Either party may terminate this Service Agreement at any time upon 30 day's written notice to the other party. National Payment Corporation may terminate or suspend its services under this Service Agreement immediately if Customer is in violation of any provision of this Service Agreement or is in breach of the NACHA Rules. Upon termination, all rights and obligations hereunder cease except Customer's obligations under sections 3 and 15-f, g, and i. of this Service Agreement regarding payment of fees and amounts due and indemnification, including payment of settlement amounts and fees for any items returned subsequent to the effective date of termination. National Payment Corporation may but is not obligated to process any Payment Data received prior to the date of termination for an Entry that would settle after the date of termination.

p. Disclaimer of Third Party Rights. The rights and obligations created by this Service Agreement apply solely to Customer and National Payment Corporation and, with respect to the indemnity provisions, to National Payment Corporation's processing financial institution(s). Neither National Payment Corporation nor Customer intends that any other third party, including Payees will (i) be, or be entitled to the rights of, a third party beneficiary under this Service Agreement, or (ii) acquire any cause of action or other claim against National Payment Corporation relating to this Service Agreement.

q. Entire Agreement; Assignment. This Service Agreement including any schedules, addendums, or other requested documents constitutes the entire agreement between the parties relating to the specific subject matter hereof. This Service Agreement may not be modified except in writing and signed by an authorized representative of Customer and National Payment Corporation. This Service Agreement may not be assigned by either party without the prior written consent of the other party.

r. Notices. Any notice required or allowed to be given under this Service Agreement is to be addressed to the Customer at the address set forth in Section 1 above, to National Payment Corporation at 3415 Cypress Street, Tampa, FL 33607 or csr@natpay.com, or to such other address as either party may instruct the other party in writing.

s. Applicable Laws. The NACHA Rules and the rights and obligations of a party with regard to a credit entry subject to Article 4A of the Uniform Commercial Code are to be construed in accordance with the laws of the State of New York. All other provisions of this Service Agreement are to be construed in accordance with the laws of the State of Florida. The parties expressly consent and agree to the exclusive jurisdiction and venue of any state or federal court located within Hillsborough County, Florida, in connection with any suit between the parties arising out of or relating to this Service Agreement.



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16 – Authorized Signatures

By signing this Direct Deposit Plus Service Agreement Customer and National Payment Corporation acknowledge, understand, and accept the terms of this Service Agreement.

Company Name

Company Manager Name *(Please print.)*

Company Manager Title

Company Manager Signature

Date

NatPay Manager Name *(Please print.)*

NatPay Manager Title

NatPay Manager Signature

Date