



Direct Recovery™ Merchant Service Agreement

Business Information

Legal Business or Corporate Name:	"Doing Business As" Name:		
HQ Address:	City:	State:	Zip:
Type of Business:	Main phone:	Fax:	
Federal Tax ID#: or Owners Social Security #:	State ID#:	Sales Tax ID#:	
Ownership: Sole Proprietorship _____ Partnership _____ Corp. _____ State of Inc. _____ Year of Inc. _____	Retail Address:		
Main Contact: Contact e-mail:	Contact phone: Contact Fax:	Company Web-site:	

Banking Information

(Please attach a voided check)

Name of Primary Bank:	Name on Account:
Bank Phone #:	Bank Representative:
Bank RTN: (9 digits) I: _____ I:	Account #:

Method of Authorization

Company agrees to obtain written authorization for any applicable return fee, before submitting a return check item to ACH Direct for processing. Please initial method of authorization to be used:

- Rubber Stamp and customer signature
- Placement of acceptable language on remittance, invoice or agreement which customer returns signed.
- Signed authorization through credit card terminal receipt.

State Dishonored Check Fee:

- In what State product or service is being offered: _____
- State mandated Fee: \$ _____
- Rebate Offered to Merchant (If applicable): \$ 5.00

Service Requested

- Complete Collection Service (Electronic and Traditional Collections)
- Electronic Re-Presentation Only
- Traditional Collections Only

Merchant: _____ Solution Provider: 65479 Rep: _____ ACH Direct: _____

Ver. DR-SB 022806

www.achdirect.com

ACH Direct, Inc.

500 West Bethany Drive, Suite 200 * Allen, Texas 75013



Direct Recovery™ Merchant Service Agreement

Fees and Supplies (** One Free Authorization Stamp per location. If additional needed, then \$5.95 ea)

Item	Amount	Each	Total
Setup Fee	N/A	\$0.00	\$ 0.00
8.5" x 11" informational poster		No Charge	0.00
POS Stickers (English)		No Charge	0.00
Window Stickers		No Charge	0.00
Self Inking Stamp (standard)	**	\$5.95/stamp	\$
POS Stickers (Spanish)		No Charge	0.00
Self Inking Stamps (Spanish)	**	\$5.95/Stamp	\$

MERCHANT AUTHORIZATION

As duly authorized representative for the merchant named above, I authorize the one-time debit of my account for the purpose of payment of the amount due.

Signature: _____ Date: _____
(Owner/Officer/General Partner/LLC Manager or Member)

Printed Name: _____ Title: _____

Account to bill this to:

Routing #: _____ Account #: _____

Net Total	\$
Sales Tax 8.25%	\$
Net Due	\$

Merchant Agreement

Company authorizes ACH Direct to represent all return check items forwarded to ACH Direct by Company or Company's bank(s) in accordance with the RCK Rules of NACHA.

Company authorizes ACH Direct to originate an electronic debit for a separate return fee and amount posted by the Company and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws.

Company agrees to complete a return item authorization form provided by ACH Direct and forward to the bank(s) utilized by Company so that all returns shall be forwarded to ACH Direct after first presentation.

Company agrees to display notices supplied to Company by ACH Direct at all point of sale locations at all times. All represented and collected check items shall become due and payable to the Company, and shall be transmitted to the company through Automated Clearing House into the bank account designated by Company. The Company shall be paid weekly for all items processed and cleared the previous week.

ACH Direct will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this agreement is terminated for any reason, ACH Direct will retain the right to complete their electronic re-presentation process for all returned check items forwarded to ACH Direct prior to said termination.

If any customer pays Company directly, the Company agrees to forward any return fees received to ACH Direct

Third Party Checks: Company agrees to pay ACH Direct \$25.00 or 25% of the face value of each third party check collected, whichever ever is greater. There is no rebate on third party checks.

ACH Direct will pay the Company 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. ACH Direct will pay Company weekly for all check amounts collected and released the previous week. ACH Direct will rebate \$ _____ of the fee collected to merchant on all fees that are collected electronically. Initial _____. ACH Direct will provide merchant with 100% face value of each check collected from traditional collection methods. There will be NO rebate for additional fees assessed and collected by traditional collection methods.

ACH Direct does not guarantee the collection or payment of any return item presented to ACH Direct for electronic representation. Further, ACH Direct makes no representation or warranty as to the collectivity or validity of any return item. ACH Direct retains the right to refuse to process any transaction submitted by Company.

Company must agree to obtain a written authorization for any return fee to be charged before submitting return.

All disputes between Company and its customers relating to a check transaction shall be settled between Company and said customer. Company agrees to indemnify and hold ACH Direct harmless from any claim, liability, loss or expenditure resulting from Company's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, ACH Direct agrees to indemnify and hold Company harmless from any claim, liability or loss by ACH Direct's actions or in-actions while processing return check items from Company.

All transactions covered by this Agreement are governed by the National Automated Clearing House Association's Operating Rules, Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.

All fees that shall become due and payable to Company shall be transmitted to Company through the Automated Clearing House (ACH) to an account designated by Company.

If Company fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, ACH Direct may terminate this Agreement immediately by giving notice to Company. Either party to this Agreement may terminate this Agreement by giving the other party thirty (30) days written notice of said termination.

ACH Direct may change the terms of this agreement at any time by giving company ten (10) days notice of said change. If company does not agree to the change then Company may terminate this agreement.

The laws of the State of Texas shall govern this Agreement.

MERCHANT AUTHORIZATION

Agreed to and Accepted by:

Name: _____ Title: _____

Signature: _____ Date: _____

Merchant: _____ Solution Provider: 65479 Rep: _____ ACH Direct: _____

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