



## Electronic Financial Group, Inc. (EFG) Application for ACH Services

### BUSINESS INFORMATION

LEGAL BUSINESS OR CORPORATE NAME			DOING BUSINESS AS NAME		
PHYSICAL ADDRESS		CITY	STATE	ZIP CODE	
BILLING ADDRESS		CITY	STATE	ZIP CODE	
BUSINESS WEBSITE/URL ADDRESS		BUSINESS PHONE	BUSINESS FAX	CUSTOMER SERVICE PHONE	
BUSINESS STRUCTURE (Check One) <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON PROFIT/TRUST <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR		DATE FORMED	YEARS IN BUSINESS	NO. OF LOCATIONS	HOURS
OUTBOUND CALL ORGANIZATION <b>NOT ACCEPTABLE</b>		FEDERAL TAX ID #	STATE TAX ID #	SALES TAX ID #	

#### DETAILED DESCRIPTION OF BUSINESS:

MARKETING CHANNELS	MAIL ORDER %	INBOUND PHONE %	RETAIL %	INTERNET %
	OTHER % (Specify)			
PRIMARY CONTACT NAME	TITLE	CONTACT EMAIL	CONTACT PHONE	
SECONDARY CONTACT NAME	TITLE	CONTACT EMAIL	CONTACT PHONE	
LAST MONTH GROSS SALES <small>(Including Cash, Check, or Credit Cards)</small>	% OF LAST MONTH GROSS SALES		CHECK %	CR CARDS %
REFUND POLICY	WHAT IS THE FULFILLMENT PROCEDURE (How product is shipped or delivered)			
TRANSACTION AUTHORIZATION (Check One) <input type="checkbox"/> VOICE <input type="checkbox"/> E-MAIL <input type="checkbox"/> WRITTEN <input type="checkbox"/> OTHER RECORDED BY WHOM: <i>(Name of Company)</i>		PAYMENT TYPES TO BE USED (Check All That Apply) <input type="checkbox"/> WEB <input type="checkbox"/> TEL <input type="checkbox"/> RCK <input type="checkbox"/> ARC <input type="checkbox"/> PPD <input type="checkbox"/> CCD <input type="checkbox"/> POP		
WHAT IS THE TIMETABLE FROM DATE OF ORDER TO ORIGINATION OF TRANSACTION, TO DATE THE PRODUCT IS SHIPPED?				

### OFFICER/OWNER INFORMATION

The following information will be held in strict confidence and used only to securely identify the user

PRIMARY OFFICER/OWNER NAME	TITLE	OWNERSHIP %	SOCIAL SECURITY #	DOB	RESIDENCE PHONE NO.
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE	EMAIL ADDRESS	
SECONDARY OFFICER/CO-OWNER NAME	TITLE	OWNERSHIP %	SOCIAL SECURITY #	DOB	RESIDENCE PHONE NO.
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE	EMAIL ADDRESS	

### FINANCIAL INSTITUTION INFORMATION

BANK NAME	BANK OFFICER NAME	PHONE
BANK ADDRESS	CITY	STATE
		ZIP
NAME OF ACCOUNT	BANK ACH ROUTING #	BANK ACCOUNT #
		TYPE OF ACCOUNT    CHECKING    SAVINGS

The following information will be used to determine your underwriting criteria. Please ensure your current and projected numbers are accurate.

NUMBER OF CHECKS		DOLLAR AMOUNT PER CHECK		TOTAL DOLLAR AMOUNT OF ALL CHECKS	
	Current	Projected		Current	Projected
Daily Max:	#	#	Minimum:	\$	\$
Monthly Max:	#	#	Average:	\$	\$
			Maximum:	\$	\$
Return Rate		NSF Return Rate		Recurring Rate	
AVG %	MAX %	AVG %	MAX %	AVG %	MAX %



## Electronic Financial Group, Inc. (EFG) ACH Services Application

On behalf of the foregoing legal business ("Applicant"), to induce Electronic Financial Group, Inc. (EFG) reliance thereon, the undersigned certifies the accuracy of all the foregoing information and authorizes EFG, Bank, Credit Bureau, or other investigative agency contracted by EFG to investigate any and all references, statements or other data contained herein or obtained from Applicant, other persons, companies or agencies pertaining to Applicant's and/or Guarantor's credit, financial responsibility and accuracy of any of the foregoing information. The undersigned further agrees to notify EFG of any and all changes, which may occur from time to time in the information statements contained herein. The person signing this agreement certifies that he/she is authorized to enter into this agreement on behalf of Applicant.

\_\_\_\_\_  
PRIMARY SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
SECONDARY SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
TITLE:

### CORPORATE RESOLUTION ADOPTED BY A QUORUM OF THE BOARD OF DIRECTORS

It has been resolved that the Officer(s) listed have the authority to execute the EFG Application for ACH Services, EFG ACH Service Agreement, and all of its associated supporting documents. Adopted by Board of Directors on: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
SECRETARY:

\_\_\_\_\_  
PRINT NAME:

### CORPORATE CHECKLIST

INCLUDE THE FOLLOWING ITEMS WITH THIS APPLICATION, FOR UNDERWRITING

- ELECTRONIC FINANCIAL GROUP ACH SERVICE AGREEMENT
- COPY OF CURRENT LEASE - IF THE PREMISES ARE OWNED, SO STATE
- COPY OF CITY, COUNTY, STATE LICENSE OR STATE CERTIFICATE OF GOOD STANDING
- COPY OF THE COMMUNICATION WHOLESALER AGREEMENT, IF APPLICABLE
- COPY OF PRODUCT CATALOG, WEBSITE, OR MEDIA USED TO MARKET APPLICANTS PRODUCTS IF APPLICABLE
- COPY OF COMPANY'S ARTICLES OF INCORPORATION OR A COPY OF THE STATE'S STAMP DATED ACKNOWLEDGEMENT
- LIST OF PRINCIPAL OFFICERS AND THEIR PERCENTAE OF OWNERSHIP (i.e. CHAIRMAN OF THE BOARD, CEO, AND PRESIDENT *-(Must encompass holders of 51% of stock)*)



ACH Service Agreement

THIS SERVICE AGREEMENT (this "Agreement") is entered into, by and between the undersigned Merchant (MERCHANT) and Electronic Financial Group, Inc., ("EFG") a Texas Corporation located in Waco, McLennan County, Texas. This AGREEMENT is entered into and accepted by MERCHANT as of the date set forth below.

WHERE AS, EFG is willing to provide certain services to Merchant, as set forth herein, to enable Merchant to accept Electronic Checks as payment for goods and services sold by Merchant, all in accordance with the terms and conditions set forth in this Agreement.

- 1. EFG agrees to truncate items (checks) tendered to Merchant from its customer's accounts as authorized by the customer and as directed by the Merchant through the Automated Clearing House ("ACH"). EFG may initiate credit and/or debit entries and initiate, if necessary, reversing entries and adjustments for any original entries made, in error to the customer's checking account from the Merchant Account indicated below.
2. Laws, Rules, and Regulations. Merchant agrees to comply with all existing and future rules and regulations issued by EFG for processing transactions, all of which rules and operating regulations are expressly incorporated herein by reference and made a part of this Agreement as if they were set forth herein. Merchant further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC) and the National Automated Clearing House Association (NACHA).
3. Merchant Account. It is necessary that Merchant maintain a commercial checking account ("Merchant's Account") with a financial institution approved by EFG. This account will be used to deposit amounts owed to Merchant and to pay amounts due EFG.
4. Fees. Merchant agrees to pay EFG fees for EFG's services in accordance with the Schedule of Fees attached hereto or subject to paragraph 6 hereof, any other schedule promulgated by EFG. EFG may deduct all fees from the amounts collected from each transaction on the date of receipt by EFG. Merchant authorizes EFG to electronically debit Merchant's Account through the ACH for fees or other amounts due EFG from Merchant.
5. Payment of Collected Funds. Merchant shall received collected funds in accordance with the Schedule of Payments attached. These funds will be sent via ACH to the Merchant Account.
6. Price Changes. EFG may change any price by giving 30 days prior written notice to Merchant.
7. Term of Contract: The term of this Agreement will be six (6) months beginning on the date EFG accepts this Agreement. The term will automatically extend for additional six (6) month periods unless canceled by either party.
8. Cancellation. This agreement may be canceled for any reason by one party giving the other party 30 days notice in writing. Merchant is responsible for the fees for all drafts requested prior to said notice, if such drafts are processed by EFG. In the event that either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement in writing.
9. Authority. Each party of the agreement hereby represents and warrants to the other that it has the full right, power, and authority to enter into and to perform this agreement in accordance with all of the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this agreement has been duly authorized by requisite corporate action.
10. Special Events. In the event a party to this agreement shall cease to conduct business, becomes insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets; or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Laws of any statute of any state relating to insolvency or the protection of the rights of creditors, then (at the option of the other party hereto), this Agreement shall terminate and be of no further force and effect, and any property or rights of such other parties, tangible or intangible, shall forthwith be returned to them.
11. Debit/Credit Authorization and Payment Agreement: Merchant hereby authorizes EFG, in accordance with this Service Agreement, to initiate debit/credit entries to Merchant's business checking account as indicated herein. The authority is to remain in full force and effect until (i) EFG has received written notification from Merchant of its termination in such manner as to afford EFG reasonable opportunity to act on it; and (ii) all obligations of Merchant to EFG that have arisen under this Agreement have been paid in full.
12. Audit. EFG shall have the right to audit Merchant and Merchant's records regarding all ACH transactions handled pursuant to this Agreement. If EFG discovers that Merchant is not complying with EFG's rules, procedures or any state, federal or other rules, then EFG may terminate this Agreement immediately.
13. Force Majeure. Each party hereto will be excused from performance hereunder when and to the extent that it is prevented from performance by, but not limited to, the following: computer failure, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; and act of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part.
14. Benefit. This agreement shall be binding upon and shall inure to the benefit of the parties hereunder and their representatives, successors and assigns.
15. Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.
16. Severability. Should any of the provisions of the agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.
17. Representations and Warranties. Merchant represents and warrants to EFG that all information and statements contained in this Agreement are true, correct and complete. Merchant further agrees to notify EFG promptly of any and all changes which may occur from time to time regarding any information contained in this Agreement, including but not limited to the identity of principal owners, and changes in the bank for Merchant's commercial checking account. Merchant shall be and remain fully liable to EFG for any and all losses, costs and expenses suffered or incurred by EFG arising out of or resulting from Merchant's failure to report all such changes to EFG in accordance herewith. Merchant further represents and warrants that it will deliver, if requested, all truncated items (checks) to EFG on a weekly basis and that it will not present any truncated item to any financial institution for payment.
18. Offset. Merchant authorizes EFG to offset fees and amounts due EFG from funds held by EFG for Merchant.
19. Assignability. This Agreement may not be assigned, directly or by operation of law, without the prior written consent of EFG.
20. Attorney's Fees and Costs. Merchant shall be liable for and shall indemnify and reimburse EFG for any and all attorney's fees and other costs and expenses paid or incurred by EFG in the enforcement hereof, or in collecting any amounts due to EFG by Merchant or resulting from any breach by Merchant of any of the terms or conditions contained in this Agreement.
21. Performance by EFG. Merchant agrees that it will not have any claim against or right to receive payment from EFG other than those amounts actually collected on behalf of the Merchant after deduction of all return items, credits and fees. Merchant further acknowledges that use of this service carries no guarantees, either implied or actual. EFG agrees to use reasonable care in processing transactions under this Agreement.
22. Indemnification of EFG. All disputes between Merchant and its customer's relating to any draft transaction shall be settled between Merchant and said customer. Merchant agrees to indemnify and hold EFG harmless from any claim, liability, loss or expenditure relating to any such transaction or from Merchant's breach of any of its representations or warranties under this Agreement.
23. Compliance with Rules; No-Disclosure and Confidentiality. Merchant agrees both (i) to comply with and (ii) cooperate and assist EFG in complying in a complete and timely manner with all applicable laws, rules, and regulations now or hereafter applicable to any draft/ACH transaction under this Agreement. Merchant agrees to execute and deliver to EFG all such instruments, as EFG may from time to time reasonably deem necessary. Merchant shall not disclose confidential information to any third party. Merchant, in an area limited to selected personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by all applicable rules and regulations specified in this Agreement.
24. Guarantor. If Merchant's business entity status is a corporation, limited partnership, or business entity, which limits personal liability, then the undersigned agrees to guarantee payment of Merchant. Said guaranty will not be affected by modifications or renewals of this Agreement by Merchant. Guarantor(s) hereby agrees to be bound by all the terms and conditions of this Agreement and assumes all liabilities of Merchant created by this Agreement.
25. Corporate Authority. The Officers identified have the authority to execute the Merchant Application, Service Agreement and Fee Schedule with Electronic Financial Group, Inc. on behalf of the corporation named above.
26. Warranty: Each of the owners/officers herein listed have reviewed this application and warrants that all information is true and correct. Each undersigned owner/officer of merchant represent and warrant that he/she has read and understands the Processing Agreement, accepts and agrees to abide by all of the terms of such Processing Agreement including and without limitation, the provision of Section 24, incorporated herein by reference.
This agreement constitutes the only agreement between the parties and all prior negotiations, agreements, and understands whether oral or written are therefore superseded. Any other processing agreements between EFG, Inc. and Merchant shall not affect the terms of this agreement. No modification or amendment of this agreement shall be effective unless in writing and signed by all parties.

Agreed to and Accepted by:

Agreed to and Accepted by:

Electronic Financial Group, Inc., Waco, Texas

Name of Applicant

By: Individually and as Owner/Officer Printed Name Title Date

By: CEO-President-Vice President Date

By: Individually and as Owner/Officer Printed Name Title Date

Print Name Title