Global Check Recovery

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Client Agreement

This Agreement dated _____ by and between **Global Check Recovery** (Processor), a Missouri corporation and _____ (Client), is being entered into to provide electronic re-presentment (RCK) of checks returned to the Client as insufficient funds (NSF) or uncollected funds.

To provide ACH services according to the NACHA Rules and Regulations, Processor and Client Agree as follows:

1. Client will sign and deliver to their bank a Returned Items Authorization Form authorizing Client's bank to mail returned checks to Processor. The Client's bank will be instructed not to re-deposit the paper check. Client will deliver a separate Returned Items Authorization Form for each bank account that Processor is to receive returned checks from.

2. Client agrees to provide a voided check to Processor for EACH account to which ACH deposits of collected checks will be made.

3. Processor will provide detailed report of all funds transfers collected as a result of any and all funds transfers. Daily and Monthly transactions reports will be delivered by E-mail, U.S. mail, or on-line reporting via the Internet.

4. Client will use its best efforts, and bears the final responsibility to ensure that Client's policies and procedures meet the requirements of all applicable NACHA Rules and Regulations pertaining to ACH Transactions of any kind.

A. Where applicable, all transactions covered by this Agreement are governed by: NACHA Operating Rules, UCC Article 4, the Electronic Funds Transfer act, Regulation CC and E established by the Federal Reserve Board, and other applicable laws and regulations.

B. Client authorizes GCR to originate separate electronic debits and or paper drafts for return item fees in addition to re-presentment of returned checks. These returned item fees shall not exceed the maximum amount allowed by applicable state law(s).

C. Merchant agrees to post point-of-sale stickers at every payment location and incorporate the returned check language into all order forms, invoices, billing statements, etc.

5. Net funds received on account shall be remitted to Client on a weekly basis.

6. Client agrees that if an electronic re-presentment is returned (reversal), the amount of the reversal will be deducted from the Client's weekly Disbursement. Client will be notified of any reversals.

7. Processor represents, warrants and agrees that all bank information concerning the Client shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under this Agreement. Processor may advise potential users of its service that the Client has a relationship with the Processor.

8. Any dispute between Processor and Client shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association.

9. Global Check Recovery reserves the right to refuse to process any transaction submitted by Merchant and/or discontinue service to Merchant anytime and at its sole discretion.

10. Client will receive 100% of the face value (or the actual amount collected) for any check collected by Processor. Processor will receive a processing fee (as allowed by state law) charged to the Client's customer.

11. If Client receives direct payment from a Customer for a NSF check, the Client agrees to collect and pay Processor the processing fee. The Client agrees to immediately notify Processor the returned check has been paid. If Processor has not received the processing fee within 15 days of payment, the Client agrees the processing fee will be debited from the Client's account.

12. Services are not designed to guarantee check payment to Merchant in any manner. Global Check Recovery is acting as a data processor and not as an insurer. Processor does not warranty the collection or validity of any Returned Checks. Global Check Recovery may amend the terms of this Agreement at any time by giving Merchant ten (10) days prior notice of such change.

13. Merchant shall indemnify and hold harmless Global Check Recovery (and its subsidiaries and service providers), their stockholders, officers, employees and agents from and against any claims, damages, actions, costs or expenses, including reasonable attorney's fees and court costs for any breach by Merchant of any provision of this Agreement, and for the third party claims resulting from or arising out of Global Check Recovery exercising any rights under this Agreement, or in connection with, the indemnifying party's failure to comply with the terms of this agreement.

14. Processor shall not be responsible for delays in receipt of Merchant information, processing of Merchant information, Merchant's failure to properly enter and/or transmit information, and/or Merchant's failure to properly notify its customers or obtain proper authorization. In no event shall Processor be liable for any errors, omissions, delays, or losses unless caused by Processor's gross negligence or willful misconduct. In no event shall Processor be liable for indirect, special, or consequential damages even if Processor has been advised of the possibility of such potential claim, loss or damage.

This Agreement makes up the entire agreement between Processor and Client. If any provision of the Agreement is deemed unenforceable, the remaining provisions will be enforceable. The laws of the State of Missouri will cover the provisions of this Agreement.

Business Name:		Contact Name:			
Address:		City:	County	State	Zip:
Phone:	Fax:	Type of Goods/Services Sold:		Business Fed ID# or SSN#	
Approximate Number of NSF Checks Received Per Month	POS Stickers Required	Name and Address to Return Funds If Different From Above			
Client's Signature		E-mail Address (please print)			
Processor Representative		Print Name			