

COMPANY APPLICATION

This application will be kept confidential and will be used only for the purpose of providing ACH Services.

Company Information:

Legal Name: _____

DBA Name: _____

Address (No P.O. Boxes allowed) _____

City, State, Zip: _____

Phone: _____ Fax: _____

Company Website: _____

Contact Person Name/Title: _____

Contact Person Phone: _____ Cell: _____

Contact Email Address: _____

Federal Tax ID Number: _____

Entity Type: __ Corporation __ Partnership __ Proprietorship __ LLC __ Other (specify)

Business registration date: _____ State _____

Nature of business / Services / Goods: (Please describe the nature of your business, goods and services offered)

NAICS Code (Business Classification Code, if unknown please refer to <http://www.naics.com/search.htm>) _____

Requested ACH Services:

Payroll Direct Deposit

Tax Payments

Number of Employees: _____

Number of Tax Payments per month: _____

Payroll Frequency: __ monthly __ semi-monthly __ weekly

Average Single Transaction Amount (\$) _____

Average Payroll Check Amount \$ _____

Monthly Transaction Amount (\$) _____

Maximum Payroll Check Amount \$ _____

Average Monthly Payroll Amount \$ _____

Maximum Monthly Total Payroll Amount \$ _____

Business Bank Account Information:

Name on the Account: _____

Bank Name: _____

Routing Number: _____

Account Number: _____

Account Type: __ Checking __ Savings __ Money Market __ Other (specify) _____

Bank Contact Information:

Bank's Contact Person _____
Bank's Address: _____
Bank's City, State, Zip _____
Bank's Phone: _____

Owners / Partners / Members / Officers of the business

(if more than 2 owners please attach a separate page with ALL owners' information)

Name:	_____	Name:	_____
Title:	_____	Title:	_____
DOB:	_____	DOB:	_____
SSN:	_____	SSN:	_____
Address:	_____	Address:	_____
City, State, Zip:	_____	City, State, Zip:	_____
Phone:	_____	Phone:	_____

Questionnaire:

1. Has your company, you or your partners in business ever been convicted of a crime? If yes – please provide explanation:

2. Has your company, you or your partners ever filed for a bankruptcy? If yes – please provide explanation:

3. Has your company, you or your partners been under investigation by a state or federal agency? If yes – please provide explanation:

4. Has your company, you or your partners been a party to a lawsuit? If yes – please provide explanation:

5. Has your company, you or your partners ever been declined or terminated by another ACH service company? If yes – please provide explanation:

6. Is your company currently serviced by another ACH service provider? If yes – please identify the current provider:

7. Has your company, you or your partners ever been involved in illegal activities? If yes – please provide explanation:

8. Is your company involved in adult entertainment, gambling, membership clubs/programs offering consumer discounts, credit history or credit rating repair service, telemarketing activity, assistance in obtaining a grant or loan from a public or non-public source? If yes – please provide explanation:

Signature of Authorized Person, Acknowledgement & Authorization to verify information

1. By signing below, you acknowledge that information provided in this application is true and correct.

2. Company authorizes AME Business Services, LLC (d/b/a "ACH Guru") and/or its agents, to obtain any additional information about the company and its owners, that it may deem necessary to verify accuracy of the provided information for the purposes of this Application, from any third parties including, but not limited to, banks, financial institutions, credit bureaus, federal and/or state agencies.

Signature: _____ Name: _____

Title: _____ Phone: _____ Date: _____

ACH SERVICE AUTHORIZATION

Company Name _____ Tax ID _____

Payroll Processor Name _____ Tax ID _____

Authorization Agreement:

The Company identified above (the "Company") hereby authorizes the Payroll Processor identified above ("Payroll Processor") and its ACH Service Provider ("ACH Guru") to initiate or cause the initiation of debit and credit entries by means of the Automated Clearing House Network pursuant to the rules ("Rules") of the National Automated Clearing House Association ("NACHA") with respect to the Company's account specified in ACH Service Application for credit to the Company's Employee accounts. The Company further authorizes Payroll Processor and ACH Guru to make corrective deposits and credits to the foregoing accounts in the event that a ACH entry is made in error. The Company further authorizes Payroll Processor and ACH Guru to process tax payments through the ACH network.

The Company shall indemnify, defend and hold ACH Guru and its successors and assigns and each of their respective officers, directors, shareholders, employees and agents (collectively, the "ACH Guru Indemnitees") harmless from and against and pay on behalf of or reimburse such ACH Guru Indemnitees in respect of any loss, liability, demand, claim, action, cause of action, cost, damage, deficiency, tax, penalty, fine or expense, whether or not arising out of third party claims (including, without limitation, interest, penalties, reasonable attorneys' fees and expenses, court costs and all amounts paid in investigation, defense or settlement of any of the foregoing) (collectively, "Losses" and individually, a "Loss") which any of such ACH Guru Indemnitees may suffer, sustain or become subject to, as a result of, relating or incidental to, by virtue of, or in connection with the services performed by ACH Guru including without limitation any Losses sustained by the ACH Guru Indemnitees arising out of debit or credit entries processed pursuant to Company's instructions, whether those instructions are issued to Payroll Processor and/or to ACH Guru; *provided, however*, that the foregoing indemnity shall not apply to Losses caused solely by ACH Guru's gross negligence or intentional misconduct. In addition to the foregoing, Company shall be liable to ACH Guru for a returned item processing fee of \$50 per returned item, and the Company hereby authorizes ACH Guru to cause the electronic debit of each such fee from the Company's account identified in ACH Service Application.

The Company hereby agrees to be bound by the NACHA Operating Rules and acknowledges that it may not initiate entries or authorize the initiation of entries in violation of the laws of the United States. Further, the Company agrees to assume all of the responsibilities of an "Originator" under the Rules. Company shall obtain all consents and authorizations required by the Rules and shall retain such consents and authorizations for at least two years after they expire. Company acknowledges that ACH Guru has entered into an ACH Processor Agreement with Payroll Processor, and that the ACH Processor Agreement permits ACH Guru to terminate the ACH Processor Agreement at any time and for any reason upon fifteen (15) days advance notice to Payroll Processor. Further, upon the occurrence of certain events specified in the ACH Processor Agreement, ACH Guru has the right to terminate the ACH Processor Agreement immediately or to otherwise suspend the provision of services thereunder. Company acknowledges that those services include the services authorized by the Company pursuant to this Authorization Agreement. Company hereby acknowledges and agrees that upon ACH Guru's termination of or suspension of services under the ACH Processor Agreement, ACH Guru's services performed pursuant to this Authorization Agreement shall likewise be automatically suspended and/or terminated, as applicable, all without the notice to Company and without the consent of Company. During any suspension of services, and in any event following the termination of services, Company acknowledges and agrees that ACH Guru shall have no obligations or liabilities to Company, and Company hereby releases ACH Guru from the same.

The Company, through its duly authorized representative, has executed this Authorization Agreement effective as of the date set forth below, and further certifies to ACH Guru and Payroll Processor that the Company's information is accurate, current and complete, and hereby covenants to immediately notify Payroll Processor and ACH Guru of any changes to this information:

Company:

Signature: _____ Date: _____
Name: _____
Title: _____ Company: _____

Payroll Processor:

Signature: _____ Date: _____
Name: _____
Title: _____ Company: _____

Voided Company Check Attached



EIN Number Verified by Payroll Processor *



* Valid EIN verification documents are SS-4 form, tax return signed by 3rd party preparer or official IRS forms with preprinted Tax ID.