

Company Name: _____

Federal Taxpayer ID (TIN): _____

ACH Debit CertiPay Funding Authorization (CFA) Attachment 1

This Funding Authorization is entered into in connection with the Agreement for Products and Services (the "Agreement") between Client and CertiPay. Initiation of this Funding Authorization is subject to approval of Client's credit, a successful test debit of the Client's bank account, and the successful completion of CertiPay's Anti-Money Laundering (AML) validations as required by the USA Patriot Act, the Bank Secrecy Act of 1970 and the Office of Foreign Assets Control (OFAC).

If approved, this Authorization will become effective (the "Effective Date"), and CertiPay will initiate funds transfers in connection with providing certain services to Client, as provided in the Agreement. Client authorizes CertiPay to originate ACH debit payment orders against Client's account at Client's bank for the amount of all product liabilities (the "Liabilities") and fees for services (the "Fees"), collected by CertiPay on Client's behalf, as specified in the Agreement. Funds transfers performed under this Funding Authorization shall begin on or after the Effective Date and shall continue until revoked in writing by the Client, or until terminated as otherwise provided for in the Agreement or Funding Authorization.

Until the Effective Date, the Client shall be responsible for the service(s) requested of CertiPay under the Agreement. Client agrees that the terms contained in this Funding Authorization supersede, modify and/or replace, where applicable, all articles containing language and/or agreements of an exact, similar or inferred nature.

Investment of Funds: CertiPay will deposit all amounts that Client transfers to CertiPay for payment of Liabilities in a trust that CertiPay has established. CertiPay has the obligation to pay such Liabilities (to the extent that Client has deposited funds with CertiPay) from the funds held in trust or from other funds lawfully available to CertiPay for that purpose. Funds held in trust will be segregated from other funds held by CertiPay, but may be commingled by the trustee with funds that have been transferred to the trust with respect to other CertiPay clients. CertiPay will be entitled to receive all net income generated on any funds held by CertiPay in the trust.

Responsibility of Client: The Client hereby agrees to accept the following obligations and responsibilities with respect to the services provided for in the Agreement: 1) Client understands its responsibilities and obligations as an originator of ACH entries into the banking system and further represents, warrants and covenants that it will comply with all U.S. laws and all rules and regulations regarding ACH including, by way of example, NACHA, 2) Execute all documents which may be required by CertiPay to perform its responsibilities under this Funding Authorization, 3) provide CertiPay with the data necessary to initiate funds transfers and shall make periodic examinations to ensure that payment data is timely, complete, current and accurate at all times, 4) Maintain sufficient funds in Client's bank account(s) in order to cover all ACH Debit transactions provided for in this Funding Authorization, as failure to properly fund Client's account may result in a delay, suspension or termination of CertiPay services, 5) Ensure that if debit limits are in place with Client's bank, that limits be set to a level that will be sufficient to allow CertiPay to successfully debit amounts for all Liabilities, including bonus runs, and 6) Allow CertiPay to initiate a penny debit against the Client's bank account in order to test the validity of the banking information being provided to CertiPay. The penny will be credited against the Client's first live debit upon commencement of service.

Client's Default: The Client will be deemed to be in default of this Funding Authorization and/or the Agreement if Client fails to materially perform any obligations herein. Examples of a default include 1) Delays in funding beyond the time specified in Attachment 2a of this Funding Authorization, including delays due to returned or rejected items, or 2) Files or has filed against it, a petition for bankruptcy or becomes insolvent or has a substantial portion of its property subject to levy, execution or assignment; then CertiPay, at its option, may invoke certain remedies to protect the trust, including suspension or termination of services under the Agreement and declaring all amounts due and payable. Client agrees to pay all reasonable attorney's fees and court costs incurred by CertiPay due to Client's default.

Client agrees that, in the event that CertiPay's ACH debit of Client's account(s) are returned or delayed for any reason, the Client will be subject to and agrees to pay late funding fees, interest charge(s) and returned item fee(s) on the funds due, as specified on the fee schedule currently in force at the time of the default. Interest will be charged at the lesser of the annual compounded rate of 10%, or the highest rate permitted by applicable law. Additionally, CertiPay will not disburse funds for any obligations on Client's behalf if funds have not been collected by the contractually approved funding date.

Credit Standing: CertiPay utilizes credit scoring from a nationally recognized credit rating bureau. If a Client's credit scores deteriorate to the extent that CertiPay reasonably believes that the Client's ability to fund its Liabilities is seriously impaired, CertiPay may take steps to revise the method and timing of funds transfer, and to require, amongst other things, a Drawdown wire to be processed at an earlier time than originally stipulated. However, Client will be notified at least thirty (30) days in advance if this becomes necessary and, if Client does not agree in writing to such revisions, CertiPay may suspend all further performance of applicable services and terminate the Agreement and all applicable agreements.

Refunds/Adjustments: Any Client requests for refunds or adjustments will not be processed until appropriate verification is available, as determined by CertiPay, that sufficient funds were irrevocably received by CertiPay from Client's bank account to cover all payments and disbursements made by CertiPay on Client's behalf.

Attachments: Attachment 2a to the Funding Authorization is hereby incorporated and made part of this Funding Authorization - Attachment 1.

Facsimile Signatures: This Funding Authorization may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Funding Authorization executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. The parties agree that a faxed signature page may be introduced into evidence in any proceeding arising out of, or related to, this Funding Authorization as if it were an original signature page.

This form will be put through a scanner. When completing, please type or use a black pen and do not highlight any section.

ACH DEBIT CERTIPAY FUNDING AUTHORIZATION (CFA) - ATTACHMENT 2A



Select one: New Client

- Add-On
- Bank Change

(to an existing active FEIN/TIN)..... Client ID# _____
 Effective date of Change: _____ Client ID# _____

Company Information

Federal Taxpayer ID (TIN): _____ Client ID(s) _____

Company Name: _____ DBA Name: _____
(As registered with IRS)

Legal Address: _____
(As registered with IRS)

Contact: _____ Title: _____

Phone: _____ Fax: _____

Average amount of liabilities to be debited each payroll: _____

Funding Transfer Days:

CertiPay will initiate an ACH debit for settlement at the open of business: **FOUR DAYS BEFORE PAYROLL CHECK DATE (default)**

Important Notes:

1) Funds must be deposited in client's bank account at least one day prior to settlement day in order for successful settlement of CertiPay's debit to occur. 2) Weekend or holiday bank schedules will necessitate funds transfer one day earlier to accommodate timely settlement. Late funding fees will apply if funds are not available on contractual funding date.

Bank Account Information: For AML and other verification purposes, please attach an original voided check, or preprinted MICR specification sheet to the Funding Authorization. Please write "VOID" across the check and do not mutilate the encoding line. Copies of checks or hand written MICR spec sheets will not be accepted.

Payroll Bank Information
Direct Deposits, Garnishments, Taxes, & Billing

Bank Contact:
Bank Address:
Bank Phone and Fax Number:
Bank Account Number:



Authorized Client Information: Signatory agrees to the terms and conditions set forth in Attachments 1 and 2a of the Funding Authorization. If the entity is a sole proprietorship or partnership, signatory further agrees to allow CertiPay to request a blended commercial/consumer credit report if a commercial report is not available.

Name: _____ Title: _____ Phone: _____

Signature: _____ Date: _____

After Hours Contact Information: As stated on Attachment 1 of this agreement under section "Client's Default", CertiPay will not disburse funds for any obligations on Client's behalf if funds have not been collected by CertiPay on contractually approved funding date.

Contact Name: _____ Title: _____

Phone: _____ Cell: _____

Alternate Contact: _____ Title: _____

Phone: _____ Cell: _____