

**CORPORATE TRADE EXCHANGE (CTX) AGREEMENT
ELECTRONIC FUND TRANSMISSION**

A. Be sure current address is shown

B. Financial institution's routing number for direct deposit. Please call your bank to verify this number is correct for direct deposit. **If the number is not correct, it will result in delays.**

C. Your account number

The diagram shows a check with the following fields and callouts:

- Callout A:** Points to the address field: JOHN AND JANE DOE, 1234 Main Street, Anytown, WA 11111.
- Callout B:** Points to the routing number field: 123 456 789.
- Callout C:** Points to the account number field: 345.

The check also includes a large "VOID" watermark, a date field with "19" and "12-345/678", a "Pay to the order of" field, a dollar amount field, and a "Memo" field.

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1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.
2. **Authorization.** Subject to the terms set forth below, Receiver authorizes Originator to initiate Credit Entries to the Account in accordance with the Rules for amounts owed by Originator to Receiver for the services purchased by the Originator from Receiver.
3. **Limitations.** No Entry shall be initiated under this Agreement except in conformity with the authorization provided above. Originator shall time the initiation of Entries so that funds are available to Receiver by the time such funds would be required to be available had Entries not been authorized hereunder.
4. **Acceptance and Return of Entries.** Nothing contained herein shall be deemed to require Receiver or its financial institution to accept any Entry initiated under this Agreement and any such Entry may be returned as provided in the Rules; Receiver shall not be deemed to have accepted any Entry which is returned in accordance with the Rules. Originator shall not be deemed in default or suffer any loss of discount or other penalty by reason of the Agreement. Receiver shall not be deemed to have accepted any Entry as being in the correct amount if it provides notice to Originator of a discrepancy in accordance with Receiver's normal billing practice.
5. **Credit of Entries.** Unless such Entry is returned in accordance with the Rules, Receiver shall, as of the date the amount of a Credit Entry is credited to the Account, credit Originator with the amount of each Entry received.
6. Receiver authorizes originator to deduct amounts deposited in error to receivers account. Originator will notify receiver via e-mail or fax of the amount and date of the transactions, prior to the deduction.
7. **Originator Entry Information.** Each Entry initiated under this Agreement shall accompanied by the following information:
 - NACHA Transaction Code
 - Payment Date
 - Payment Amount
 - Account Number or Invoice Number
8. **Liability of Parties.** Neither Originator nor Receiver shall be liable for the act or omission of any Automated Clearing House, financial institution or other person.
9. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified or registered mail, postage prepaid, and if to Originator, addressed to the address for notices stated in Part I, and if to Receiver, addressed to Accounts Receivable Department., unless another address is substituted by notice delivered or sent as provided herein. Any such notice shall be deemed given when so delivered or sent.
10. **Termination.** This Agreement may be terminated by Originator or Receiver at any time by giving thirty (30) days' prior written notice to the other party. Notwithstanding such termination, this Agreement shall remain in force and effect as to all Entries which have been initiated prior to the date of termination.
11. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
12. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
13. **Miscellaneous.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and respective successors and assigns. Only a written-signed notice signed by both parties may amend this agreement.