

**MERCHANT ACH AMENDMENT**

MID: \_\_\_\_\_ DBA: \_\_\_\_\_

MERCHANT desires to effect settlement of credits and debits from the SETTLEMENT ACCOUNT by means of ACH in conjunction with the processing of credit sales transactions, all pursuant to the terms and conditions set forth in the Merchant Services Agreement ("AGREEMENT") between MERCHANT, NPC and BANK. All capitalized terms used herein shall have the definitions set out in the AGREEMENT. In accordance with this desire, MERCHANT authorizes BANK, NPC and their vendors and agents to initiate ACH debit and credit entries from and to the SETTLEMENT ACCOUNT (the details of which are set out below). This authorization extends to payments for sales, as well as any amounts owed by MERCHANT to NPC, an NPC affiliate or vendor, and/or BANK, including, but not limited to, fees, returns, chargebacks, and amounts owed for lease, rental or purchases of POS terminals, check guarantee services and supplies. MERCHANT agrees to maintain sufficient funds in the SETTLEMENT ACCOUNT to cover all debit transactions. By signing this authorization, MERCHANT states that it has authority to agree to such transactions and that the SETTLEMENT ACCOUNT indicated is the valid and legitimate account for the handling of these transactions. This authority shall remain in effect after termination of the AGREEMENT, until NPC receives written notice from MERCHANT revoking it and all of MERCHANT's obligations under the AGREEMENT have been paid in full. MERCHANT also certifies that the appropriate authorizations are in place to allow MERCHANT to authorize this method of settlement. All changes to the identification of the SETTLEMENT ACCOUNT under this authorization must be made in writing in accordance with the AGREEMENT. MERCHANT understands that if the information supplied as the ABA Routing Number and/or Bank Account Number of the SETTLEMENT ACCOUNT is incorrect, and funds are incorrectly deposited and/or withdrawn, NPC, BANK and/or any affiliate or vendor of NPC shall have no liability as to restitution of the same. MERCHANT further understands that MERCHANT may be assessed an Account Administration Fee in accordance with the terms of the AGREEMENT for implementing any corrections to SETTLEMENT ACCOUNT information as may be required.

ACH FUNDS TRANSFER INSTRUCTIONS
<ol style="list-style-type: none"> <li>Specify Merchant Identification (MID) number and name above.</li> <li>Affix bank instrument (i.e. preprinted check or bank letter) here with tape. Note: SETTLEMENT ACCOUNT MUST BE CHECKING ACCOUNT IN THE NAME OF THE LEGAL ENTITY OR SOLE PROPRIETORSHIP OR IN THE D/B/A NAME OF SUCH LEGAL ENTITY OR SOLE PROPRIETORSHIP.</li> <li>Preprinted check must bear ABA routing number and bank account number in MICR characters.</li> <li>Bank letter must bear ABA routing number and bank account number, and must be signed by bank officer.</li> <li>Make sure that instrument is from the institution to/from which funds are to be transferred.</li> <li>Void the preprinted check properly.</li> <li>Complete bank account name, ABA routing number and bank account number below.</li> </ol>

<b>In accordance with the terms set out above, transfer funds to/from the account specified below (in case of discrepancy the data on the instrument above will be assumed to be correct):</b>		
Bank Account Name for ACH Credits/Debits:	ABA Routing Number:	Bank Account Number:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED SIGNER ON ACCOUNT

\_\_\_\_\_  
SIGNER'S TITLE

\_\_\_\_\_  
SIGNER'S NAME

\_\_\_\_\_  
DATE