

5. All represented and collected check items shall become due and payable to the Merchant, The Merchant shall be paid weekly for all items processed and cleared the previous week.
6. Chex Collect<sup>®</sup>™ will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, Chex Collect will retain the right to complete their electronic re-presentation process for all returned check items forwarded to Chex Collect<sup>®</sup>™ prior to said termination.
7. If any customer pays Merchant directly, the Merchant agrees to forward all return fees to Chex Collect<sup>®</sup>™. If no return fees are collected, merchant is liable for fee.
8. Chex Collect<sup>®</sup>™ will pay the Merchant 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. Chex Collect<sup>®</sup>™ will pay Merchant weekly for all check amounts collected and released the previous week
9. Chex Collect<sup>®</sup>™ does not guarantee the collection or payment of any return item presented to Chex Collect<sup>®</sup>™ for electronic representation. Further, Chex Collect<sup>®</sup>™ makes no representation or warranty as to the collectivity or validity of any return item.
10. Chex Collect<sup>®</sup>™ retains the right to refuse to process any transaction submitted by Merchant.
11. All disputes between Merchant and its customers relating to a check transaction shall be settled between Merchant and said customer. Merchant agrees to indemnify and hold Chex Collect<sup>®</sup>™ harmless from any claim, liability, loss or expenditure resulting from Merchant's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, Chex Collect<sup>®</sup>™ agrees to indemnify and hold Merchant harmless from any claim, liability or loss by Chex Collect<sup>®</sup>™ actions or in-actions while processing return check items from Merchant.
12. All transactions covered by this Agreement are governed by the National Automated Clearing House Association's Operating Rules, Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.
13. If Chex Collect<sup>®</sup>™ is unable to electronically recover your returned check or it's above \$2500.00 in accordance with the RCK Rules of NACHA within the sixty (60) days allowed as per sub-paragraph 6 herein, then Chex Collect<sup>®</sup>™ will automatically activate our Secondary Collection process, unless you have checked your disapproval in the box provided at the bottom of the first page of the Merchant Service Agreement.
14. Secondary Collection includes instituting our collection activity through one of our affiliated collection agencies in the first instance, and if the check remains uncollected after sixty (60) days, then referral to a collection attorney who has the ability to commence a lawsuit in the home state of the check writer. While this Agreement authorizes referral to an attorney for collection, no relationship of attorney-client can be created without a written attorney engagement agreement between Merchant and the attorney so engaged.\*
15. If it is necessary to engage an attorney to commence a lawsuit, Chex Collect<sup>®</sup>™ can provide an attorney for you at no additional fee, as the attorney's fee will be included in the collection fees outlined below. While collection fees for Secondary Collection are contingent and not paid by Merchant unless an actual recovery is completed, any and all legal disbursements, court costs, and expenses shall remain the sole obligation of the Merchant and must be paid whether a recovery is completed or not.
16. These legal disbursements, court costs and expenses will be debited from the Merchant's account in accordance with the Merchant Approval signed by you on the first page of the Merchant Service Agreement.
17. Contingency fees for Secondary Collection are as follows:

2-3 months past due	15%
3-6 months past due	20%
6-12 months past due	25%
Over 1 year past due	30%
Consumer Accounts	35%
Judgment Accounts	50%
Out-of-Business Accounts	50%
18. If Merchant fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then Chex Collect<sup>®</sup>™ may terminate this Agreement immediately by giving notice to Merchant.
19. Either party to this Agreement may cancel this Agreement.
20. Chex Collect<sup>®</sup>™ may change the terms of this Agreement at any time by giving Merchant ten (10) days notice of said change. If Merchant does not agree to the change then Merchant may cancel this Agreement.
21. I authorize Creative Cashflow Solutions Inc. or authorized agent to ACH debit my account for the monthly fees incurred. In the event a transaction is returned I am also subject to additional 25.00 return fee.
22. The laws of the State of New York shall govern this Agreement.

**Agreed and Accepted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

**Signature \_\_\_\_\_ Printed Name of Authorized Signor \_\_\_\_\_**

**- Please attach voided check to application -**

Do not process uncollected checks to secondary collection

\* A copy of the Standard Attorney Engagement Agreement can be viewed and downloaded @ CHEXcollect.com