

KATHERINE L. DAVIS
Standing Chapter 13 Trustee
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**AUTHORIZATION AND AGREEMENT FOR
ELECTRONIC PAYMENTS**

New

Change

This Authorization and Agreement for Electronic Payments (the “ACH Authorization”) authorizes the Trustee named above to initiate automated clearinghouse (“ACH”) credit entries to Payee’s account at the Financial Institution specified below (the “Account” or “Payee Account”), and to initiate ACH debit and credit entries to correct erroneous or returned ACH entries to the Account, subject to all terms and conditions stated below.

CREDITOR/ATTORNEY (“PAYEE”) REQUESTING ELECTRONIC DISBURSEMENT:

This information must match the address stated on the proof of claim form.

Payee Name: _____

Mailing Address: _____

City, State, Zip: _____

Payment address (if different) _____

City, State, Zip: _____

Business Tax ID: _____ or last 4 digits of Payee’s social security number: _____

PAYEE FINANCIAL INSTITUTION INFORMATION:

Financial Institution Name: _____

Financial Institution Address: _____

NOTE: The Financial Institution named above must be a bank, savings association or credit union located in the United States, the deposits of which are insured by either the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. **By providing the name of the Financial Institution, you represent and warrant that the Financial Institution satisfies the above requirements.**

FINANCIAL INSTITUTION CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Email: _____

Account Verification: Trustee may use one or more methods of verifying the existence of the Account and that it is held in the name of Payee. You agree that these methods may include (1) contacting the Financial Institution; (2) using a third party account verification service; and (3) making small (\$1.00 or less) ACH credits to the Account and asking Payee to confirm that those credits have been received and the amount of such credits. If Trustee is unable to verify the Account using these methods, Trustee may not be able to setup electronic disbursements to Payee.

PAYEE ACCOUNT INFORMATION: (Must match the Financial Institution’s account information for Payee’s company/firm.)

Name/Title on the Account: _____

Type of Account: ___ Checking ___ Savings

Routing Number: _____

Account Number: _____

PAYEE ADDRESS, AS KNOWN BY THE FINANCIAL INSTITUTION:

To receive ACH information:

Payee will obtain voucher information about the Trustee’s payments from the National Data Center at www.ndc.org

Payment vouchers contain private information. Payee agrees that it is Payee’s responsibility to keep all Account information secure, including login and password information for any website.

ADDITIONAL AGREEMENTS AND ACKNOWLEDGMENTS:

- (1) By providing this ACH Authorization, you agree on behalf of the Payee that Trustee may obtain information from third parties, including credit reports and other consumer reports regarding the named Payee, to verify Payee’s identity and to verify other information that you are providing in this ACH Authorization.

(2) Payee agrees at all times to (a) review all ACH receipts via the NDC promptly upon receipt; (b) notify Trustee promptly if any ACH receipt reflects any ACH transaction that appears to have been made in an incorrect amount or is otherwise in error; and (c) cooperate with Trustee in correcting any transaction errors.

Payee acknowledges that it is solely responsible for maintaining internal controls to minimize the risks that the Payee Account will be accessed by unauthorized persons or that payments made to the Payee Account will be misdirected, transferred out of the Account without the Payee's authorization, or otherwise misused. Such controls could include, for example, (i) the use of dual controls so that no single individual may approve or initiate payments to or from the Payee Account; (ii) reviews of all ACH receipts referred to in clause (a) above by two individuals so as to ensure independence and to protect Payee from errors or misconduct; and (iii) routine audits of the Account to confirm its proper use and that all payments are received and used as intended by Payee.

(3) Payee acknowledges and agrees that this ACH Authorization does not authorize Payee to initiate ACH entries of any type to any account of Trustee, unless such ACH entry is specifically authorized by Trustee in writing (which authorization may be provided to Payee by email).

(4) This ACH Authorization does not require Trustee to send payments to Payee only by ACH. Trustee may elect to send one or more payments by check or other method, while still sending other payments by ACH.

(5) Payee agrees to indemnify, protect and hold harmless Trustee, his or her agents, servants, employees, and all persons acting on behalf of Trustee from any claim, liability or damages whatsoever, including, but not limited to, bank fees, court costs, attorneys' fees and interest, however caused, arising directly or indirectly out of the implementation operation or termination of this ACH Authorization or any failure of or delay in any of the foregoing.

AUTHORIZATIONS: Trustee is hereby authorized to initiate ACH credit entries to the Payee Account indicated above. Trustee is further authorized to initiate ACH credit or debit entries to the Payee Account to correct any erroneous or returned ACH entries. This ACH Authorization is effective as of the date signed below and will remain in force and effect until either (1) Trustee receives written notification from Payee or Payee's authorized representative of its termination of this authorization, in such time and such manner as to afford Trustee a reasonable opportunity to act on it; or (2) Trustee terminates this authorization. Payee may only terminate this ACH Authorization by uploading the Notification of Termination through Bankruptcy Documents to the Trustee, as per the written instruction received with this executed contract.

Unless this ACH Authorization is terminated, Trustee may continue to send the electronic payment to the Financial Institution indicated above until notified by Payee or Payee's authorized representative that a change must be made to the Financial Institution receiving the electronic payment. If Payee's Financial Institution information changes, Payee agrees to submit to Trustee a corrected ACH Authorization. Trustee may terminate this ACH Authorization for any reason, including, without limit, if any electronic payment sent by Trustee to the Payee Account is rejected by Payee or the Financial Institution.

Certification of Authority: By signing this ACH Authorization as a representative of Payee, you certify that (1) you have the authority to sign this ACH Authorization on behalf of the Payee and to bind the Payee to this ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes and not for personal, family or household purposes.

Payee Representative Signature

Date

Printed Name/Title

Preferred Contact (if different)

Telephone Number

Preferred Email Address

Alternate Email Address

<p>For Trustee's Office Use Only <u>Verification of Bank Information</u></p> <p>BY (Trustee/Staff Name):</p> <p>_____</p> <p>Date: _____</p> <p>Trustee Internal Creditor number:</p> <p>_____</p>

Dual Certification of Authority: By signing below, you certify that (1) the Payee Representative signing this ACH Authorization has the authority to sign such ACH Authorization on behalf of the Payee and to bind the Payee to this ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes and not for personal, family or household purposes.

Signature

Preferred Email Address

Printed Name/Title

Alternate Email Address

Telephone Number
