

Company Authorization Agreement

THIS AGREEMENT, made this ____ day of _____, _____, between
 _____ (COMPANY),
R&L DataCenters, Inc (PROCESSOR) and INTERCEPT CORPORATION (IC).

Company authorizes Processor to create and transmit ACH files to IC for the purpose of moving money through the Automated Clearing House (ACH) pursuant to the terms of this Agreement and the rules of the National Automated Clearing House. This is for the purpose of providing direct deposit of payroll for Company's employees (Transactee's), direct bill collection, tax impounding or any other reason Company may desire to move money electronically through the ACH.

COMPANY UNDERSTANDS THAT IC PROVIDES ONLY ITS SERVICES TO PROCESSOR AND COMPANY. IC IS NOT A LENDER AND FURNISHES NO FINANCIAL ACCOMMODATIONS TO PROCESSOR OR COMPANY AND WHERE APPLICABLE COMPANY'S TRANSACTEE'S (CUSTOMERS/EMPLOYEE'S). ALL MONEY TO BE TRANSFERRED AS PAYROLL OR ANY OTHER FORM MUST BE COLLATERALLY FUNDED AND FULLY GUARANTEED BY COMPANY.

Definitions:

The terms stated below shall have the following meaning:

IC	Intercept Corporation
PROCESSOR	Third Party Processor
COMPANY	Processor's Client
TRANSACTEE	Company's Employee/Company's Customer
ACH	Automated Clearing House - The system in which electronic transactions flow through.
NACHA	National Automated Clearing House - The governing body which defines the Rules and Regulations and file formats required to transfer money via the ACH system.
BANK	A depository financial institution, such as but not limited to a commercial bank, savings bank or credit union.
CREDIT	Transfer of money to an account.
DEBIT	Transfer of money from an account.

FOR VALUABLE CONSIDERATION the parties agree as follows:**I. Automated Transfers**

1.0 Company warrants to IC that the amount of any credits for which payment instructions are given to IC and processed, the debit will be honored by Company's bank upon presentment.

1.1 IC may refuse to follow Processor's payment instructions if it reasonably believes that Company's bank balance is insufficient to cover the dollar amount of the payment instructions or for any other reason IC deems reasonable.

1.2 IC, at its option, may refuse to transmit entries to the ACH if it reasonably believes that the Company does not have sufficient funds on deposit with its bank to cover the credit requested or has not yet received a wire transfer for an equal amount of the payroll.

1.3 If any amount debited against the Company or Company's Transactee is dishonored or returned for any reason, such as but not limited to non-sufficient funds, account closed, or unable to locate account, or is reversed by Company, Company's Transactee and/or Transactee's Bank, IC may;

- a) Reverse any corresponding credit issued to Processor, Company, Company's Transactee or any other party without liability to Company or Company's Transactee or any other party.
- b) Require Processor or Company to wire funds to IC by no later than 3:00pm central time the day Processor and/or Company were notified of said return.
- c) IC will re-submit the item and Processor and/or Company will be charged a late fee as provided herewithin and/or later supplemented.
- d) If further collection attempts are required, all IC's collections costs, including but not limited to, attorney's fees, where permitted by law will be charged to Company.

1.4 IC may reverse any credit if payment of the corresponding debit is not honored or is reversed by Company's bank for any reason. Company will guarantee funds if IC fails to collect from Company's Transactee's.

1.5 If any amount debited against a Company is dishonored or returned for any reason, IC may reverse any credit issued to Company, Company's employees or any other party without liability to Company or Company's employees or any other party.

II. Liabilities and Indemnification

2.0 COMPANY AGREES TO INDEMNIFY AND HOLD IC HARMLESS FROM ANY AND ALL CLAIMS OF ANY PERSONS WHATSOEVER ARISING OUT OF IC'S PROCESSING ACTIVITIES FOR CUSTOMER UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE. SUCH CLAIMS MAY INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR CUSTOMER'S EMPLOYEES OR OTHER PERSONS OR ORGANIZATIONS, INCLUDING TAXING AUTHORITIES WHOSE CREDITS MAY HAVE BEEN REVERSED OR BANKS WHO MAY HAVE SUFFERED DAMAGE OR LOSS BECAUSE OF INSUFFICIENT FUNDS OF COMPANY. COMPANY UNDERSTANDS AND AGREES THAT IC HAS NO DIRECT FINANCIAL INTEREST IN THE DEBITS AND CREDITS PROVIDED, PURSUANT TO THIS AGREEMENT, AND IS PROVIDING A SERVICE TO COMPANY FOR A FEE. ALL RISK OF LOSS AND LIABILITY TO ANY PERSON OR ORGANIZATION ARISING OUT OF THE SERVICES FURNISHED HEREUNDER SHALL BE THAT OF COMPANY

2.1 Company shall have no right to cancel or amend any entry after its receipt by IC. At Company's request, IC shall use reasonable efforts to cancel or amend an entry prior to transmittal to the ACH but shall have no liability if such cancellation is not effected.

2.2 IC is not responsible for the actions of Processor or others with respect to the amount, accuracy, timeliness of transmittals or authorization of entries received from Processor. The acts of any other person or organization including, without limitation, banks or other financial institutions, or transmissions facilities, shall not be deemed the acts of IC.

2.3 IC's liability to Company or any other person shall in no event exceed the charges made by IC for the effected transaction. In no event shall IC be liable for consequential, special or punitive damages or loss of profits.

2.4 **Liability:** To the extent that IC's ability to provide the Equipment, facilities or personnel is delayed, reduced, or interrupted by a force beyond IC's control, including, but not limited to, acts of GOD, public enemy, inclement weather, break downs of communications systems, physical damage to IC's premises, labor disputes, orders or directives of any governmental or quasi-governmental authority, IC shall not be required to perform its obligations under this Agreement or be liable to Processor, Company or Company's Transactee's for any failure to perform.

III. Miscellaneous

3.0 **Entire Agreement:** This constitutes the entire Agreement between the parties and correctly describes the parties

mutual understanding of this Agreement. Any and all oral or written agreements, representations or understandings between the parties entered into or made prior to or made contemporaneously with the effective date of this Agreement have been incorporated into this Agreement or were revoked, released or terminated before the effective date of this Agreement. No modifications, deletions, additions, nor amendments to this Agreement shall be binding on IC unless the same are reduced to writing and the writing is signed by IC. All of the terms of this Agreement are subject to the approval of IC and unless IC has executed this Agreement, such approval has neither been obtained or granted.

3.1 **Document Execution:** The parties to this Agreement agree to execute whatever documents that are reasonably necessary to carry out the terms and effect of this Agreement.

3.2 **Governing Law:** This Agreement shall be governed by the laws of the State of North Dakota. The parties to this Agreement hereby stipulate and agree that disputes regarding this Agreement shall be venued, and filed and is subject to the exclusive jurisdiction of the United States Federal district Court, for the Southeast Division of the State of North Dakota, Fargo, North Dakota.

3.3 **Default:**

a) **Company:** Any failure by the Company to observe any term or condition of this Agreement, to provide IC with honored funds, or otherwise, shall allow IC to immediately terminate this Agreement and fax notice of such terminations of Agreement to Company. IC shall provide Company with notice of termination either by telephone or fax followed up by written correspondence to issued within ten (10) days of the date thereof.

b) **IC:** In the event that IC fails to comply with any term or condition of this Agreement, Processor may terminate this Agreement upon five (5) days written notice faxed to IC with the Five (5) days notice of termination of Agreement commencing thereon upon IC's actually receipt of the notice of termination.

3.4 **Non-Default Termination of Agreement:** Any time while this Agreement is in effect during which time neither party is in breach of this Agreement, any party to this Agreement may terminate this Agreement upon fifteen (15) days notice of termination to be faxed to either party and followed up by written correspondence. Upon termination of this Agreement, Company's representations, obligations and duties shall survive termination of this Agreement and Company shall still indemnify and hold IC harmless and shall be liable to IC for all sums of monies due and payable hereunder to IC.

3.5 **Electronic Funds Transfer (15 U.S.C. § 1693):** Company acknowledges that it has been fully advised by its financial institutions and represents and warrants that all of the parties having funds, pursuant to this Agreement, debited and/or credited to or from their financial accounts, are fully advised of and aware of their rights and remedies pursuant to the Electronic Funds Transfer Act found at 15 U.S.C. § 1693, ex el., including but not limited to the right to receive documentation, right to stop payment, or pre-authorized transfers, charges for electronic funds transfers for the right to make such transfers and that Company is in full compliance with such act.

3.6 **Pre-Authorization:** Company represents that all debit and credit entries have been pre-authorized and that a pre-authorization agreement is of record and maintained at Company location.

3.7 **Apparent Authority:** Company stipulates that any action that IC takes hereunder is pursuant to apparent authority of Company, its agents, assigns, officers, directors, employees. In the event that Company's agent, assigns, officers, directors, employees does not have the authority to the debit or the credit process by IC, Company hereby holds IC harmless from such actions and agrees to indemnify pursuant to this Agreement IC for such action. Company stipulates and agrees that Company and not IC is liable for such action.

3.8 **Limitation of Action:** Company and/or Company's Transactee will have 60 days from the transaction date to notify Processor, in writing, of any discrepancies, errors or problems with a transaction processed. This will include but not limited to, errors in amounts, erroneous transactions, or other transactions processed. You can telephone us, but by doing so will not preserve your rights. In a letter, give us the following information;

