Global Check Recovery

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Merchant Agreement

This Agreement between **Global Check Recovery (GCR) and** _____
(Merchant) is being entered into to provide electronic re-presentment (RCK) of checks returned to the Merchant as Insufficient Funds or Uncollected Funds. To provide ACH services according to the NACHA Rules and Regulations, and Merchant agree as follows:

1. Merchant will sign and present to their bank a Bank Item Release Form instructing the Merchant's bank not to re-deposit the paper check to mail returned checks to GCR.   Merchant will present a separate Bank Item Release Form for each bank account that GCR is to receive returned checks from.

2. Merchant agrees to provide GCR a voided check for EACH account to which ACH deposits of collected checks will be made.

3. GCR will provide detailed report of all fund transfers to Merchant as a result of any and all funds collected. Daily and monthly transaction reports will be delivered by E-mail, U.S. mail, or on-line reporting via the Internet per Merchants preference.

4. Merchant will use its best efforts, and bears the final responsibility to ensure that their policies and procedures meet the requirements of all applicable NACHA Rules and Regulations pertaining to ACH transactions of any kind as follows;
    * Where applicable, all transactions covered by this Agreement are governed by: NACHA Operating Rules, UCC Article 4, the Electronic Funds Transfer act, Regulation CC and E established by the Federal Reserve Board, and other applicable laws and regulations.
    * Merchant authorizes to originate separate electronic debits and or paper drafts for re-presentment of returned checks and the associated state allowable return fees. These returned fees shall not exceed the maximum amount allowed by applicable state law(s).
    * Merchant agrees to post Point-Of-Sale (POS) stickers at every payment location and incorporate the returned check language into all order forms, invoices, billing statements, etc.
    * Merchant agrees that if an electronic re-presentment is returned (reversal), due to the Merchant's customer claim that they had not been notified of the Merchant's ACH Return Check Policy and signed a sworn affidavit at the bank to such, the amount of the reversal and all associated banking reversal fees will be deducted from the Merchants' weekly reimbursement. Merchant will be notified of any reversals.

5. Net funds collected on return checks shall be remitted to Merchant on a weekly basis.

6. GCR represents, warrants and agrees that all bank information concerning the Merchant shall be maintained as confidential and shall not be used or disclosed to any other party, except as necessary to permit the activities contemplated under this Agreement, or if court ordered. GCR may advise potential users of its service that the Merchant has a relationship with GCR.

7. Any dispute between GCR and Merchant shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association.

8. GCR reserves the right to refuse to process any transaction submitted by Merchant and/or discontinue service to Merchant anytime and at its sole discretion.

9. Merchant will receive 100% of the face value (or the actual amount collected) for any returned check present by Merchant and collected on by GCR. GCR will receive the state allowable return fee which will be charged to the writer of the returned check.

10. If Merchant receives direct payment from the writer of a NSF check, the Merchant agrees to collect and pay GCR the state allowable return fee. The Merchant agrees to immediately notify GCR the returned check has been paid. If GCR has not received the state allowable return fee within 15 days of payment, the Merchant agrees the state allowable return fee will be debited from the Merchant's account.

11. Services are not designed to guarantee check collection and payment to Merchant in any manner. GCR is acting as a data processor and not as an insurer. GCR does not warranty the collection or validity of any Returned Checks. GCR may amend the terms of this Agreement at any time by giving Merchant ten (10) days prior notice of such change.

12. Merchant shall indemnify and hold harmless GCR (and its subsidiaries and service providers), their stockholders, officers, employees and agents from and against any claims, damages, actions, costs or expenses, including reasonable attorney's fees and court costs for any breach by Merchant of any provision of this Agreement, and for the third party claims resulting from or arising out of GCR exercising any rights under this Agreement, or in connection with, the indemnifying party's failure to comply with the terms of this Agreement.

13. GCR shall not be responsible for delays in receipt of Merchant information, processing of Merchant information, Merchant's failure to properly enter and/or transmit information, and/or Merchant's failure to properly notify its customers or obtain proper authorization. In no event shall GCR be liable for any errors, omissions, delays, or losses unless caused by GCR's gross negligence or willful misconduct. In no event shall GCR be liable for indirect, special, or consequential damages, even if GCR has been advised of the possibility of such potential claim, loss or damage.

This Agreement makes up the entire agreement between GCR and Merchant. If any provision of the Agreement is deemed unenforceable, the remaining provisions will be enforceable. The laws of the State of Missouri will cover the provisions of this Agreement.

Business Name:			Contact Name:	
Street Address:	City:		State:	Zip:
Phone:	Fax:		Type of Goods/Services Sold:	Business Fed. ID# or SSN#:
Approximate Number of NSF Checks Received Per Month:	POS Stickers Required:	Merchant's Bank Charge for Each Return Item:	Name and Address to Return Checks if Different From Above:	
Merchant's Signature: Date:			E-mail Address (please print):	
GCR Representative:			Print Name:	