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*Merchant Name and Officer, Owner or Principal Name*

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*Mailing Address, including City State, Zip*

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*Phone, Fax, Email and Alternate Contact, if applicable*

**SureTrust Financial Solutions, Inc. agrees with you, the above named Merchant, to:**

- (a) re-deposit electronically checks returned for non-sufficient or uncollected funds for a period of up to 60 days after receipt by us, if such checks meet eligibility requirements;
- (b) deposit all proceeds so obtained in a trust account with a federally insured bank;
- (c) pay to you 100% of all check proceeds so obtained;
- (d) eliminate your returned item fee(s) through our Accelerated Returns program or refund your returned item fee for all items successfully electronically collected;
- (e) settle with you twice each month all amounts due you;
- (f) provide to you by email and on a regular basis notice of returned checks and payments received;
- (g) use our best efforts to return to you promptly such checks as you may request;
- (h) refuse to re-deposit any check if we believe such action subjects us to liability;
- (i) forward to a collection attorney or agency all checks not eligible for electronic re-deposit. Terms of such agency require all amounts collected up to 85% of the check's face value to be paid to you. The attorney/agency may not institute civil or criminal proceedings. (\_\_\_\_\_ Please initial here if you want ineligible checks to be returned to you and not forwarded to a collection attorney/agency).

**You, the above named merchant, agree with us, SureTrust Financial Solutions, Inc. to:**

- (h) display in your customer's unobstructed view at each check acceptance location, or on each invoice, statement, or other payment document, a notice provided by us of your policy of electronically re-depositing bad checks and collecting electronically your state's bad check service charges;
- (i) direct your bank(s) on a form provided by us to forward all bad checks to us by mail;
- (j) notify us immediately of any payment made to you by the writer of a bad check;
- (k) indemnify us from any liability and attorney's fees relating to any dispute between you and your check writers and/or any collection agent acting for you;
- (l) deposit promptly settlement payments we make to you and accept such settlements with the understanding that settlements are not final for sixty days;
- (m) authorize and accept our electronic credits and our debits to your bank account(s), including any settled check amount if the check writer reverses, disputes or otherwise obtains such amount from us;
- (n) notify us of your termination of this Agreement; your failure to notify us or 180 days of inactivity will result in our terminating this Agreement and our accompanying obligations;
- (o) authorize us to deposit into our trust accounts any payments received in your name; and
- (p) treat as delinquent accounts all unpaid check items until we have completed our electronic re-deposit process. The items (k), (m), and (o) above survive termination of this Agreement.

This Agreement applies to all locations using the bank account(s) designated by the voided check(s) you supply. It is not valid until accepted by us in Georgia. You hereby assign to us your right to collect the bad check service charge permitted by your state. Other than this assignment, and an one time \$49 ACH Activation fee per bank account, you are not obligated to pay us any additional compensation for our services under this Agreement. Either party may terminate this Agreement with 60 days notice.

**ALL TERMS AND CONDITIONS OF THIS AGREEMENT ACCEPTED BY:**

**X**

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**Merchant's Authorized Signature and Date**

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**Federal EIN Number**

***SureTrust Financial Solutions, Inc.***

***P.O. Drawer 1109 Holly Springs, GA 30142-1109***

***TLux@SureTrust.com 1-877-SureTrust (1-877-787-3878) fax 1-866-ePursuit (1-866-378-7784)***

## ***RETURN ITEMS RELEASE AUTHORIZATION***

### ***Attention: Financial Institution***

The undersigned hereby authorizes and instructs you to mail, fax, or email images of all returned checks to the recipient below, regardless of the reason the check was returned. This new address and authorization applies only to returned checks and is to remain in effect until canceled by written notice delivered to you.

***It is important that you forward these checks after the first return.***

***Please do not re-deposit any returned checks.***

**PLEASE FORWARD ALL RETURNED CHECKS TO:**

***SureTrust Financial Solutions, Inc.***

***P.O. Box 1109***

***Holly Springs, GA 30142***

***Fax: 1-866-ePursuit (866-378-7784)***

***Phone: 1-877-SureTrust (877-787-3878)***

***Email: Processing@SureTrust.com***

**X**

\_\_\_\_\_  
Merchant's Authorized Signature and Date

## **ATTACH VOIDED CHECK OR DEPOSIT SLIP HERE**

***Or include as a separate fax page. This voided check or deposit slip should be from the bank account where checks are deposited.***

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***P.O. Drawer 1109 Holly Springs, GA 30142-1109***

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***ACH Authorization Agreement for Direct Payments***

**Company Name:** \_\_\_\_\_ **Federal Tax ID Number:** \_\_\_\_\_

*I (we) hereby authorize SureTrust Financial Solutions, Inc, hereafter called COMPANY, to initiate debit and/or credit entries to the Checking Account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit and/or credit the same to such an account. I (we) acknowledge that the originator of ACH transaction to my (our) account must comply with provisions of U.S. law.*

**Depository Name:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_ **Account:** \_\_\_\_\_

*This authorization is to remain in full force and effect until COMPANY has received notification of termination, and thereafter to afford COMPANY and DEPOSITORY a opportunity to act on any outstanding debit or credit amounts.*

**Name (s):** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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## 50/50 Electronic Recovery Agreement

***Do you have any bad checks that you accepted prior to the start of your ePursuit service? Would you like ePursuit to collect them for you?***

_____	_____
<i>Merchant Name</i>	<i>Officer, Owner or Principal Name</i>
_____	_____
<i>Mailing Address</i>	<i>NSF Check Manager Or SureTrust Contact Name</i>
_____	_____
<i>City State, Zip</i>	<i>Contact Phone</i> <i>Contact fax</i>

The above company authorizes SureTrust or its designees to attempt to recover the accompanying checks dated prior to this SureTrust Merchant Application and Agreement. If successful in recovering these items, SureTrust will pay the the above company 50% of the face value of each check recovered (or fifty percent of the amount recovered if partial payments are recovered). All conditions of the original ePursuit contract shall remain in force.

The total number of checks is \_\_\_\_\_ for a total amount of \$\_\_\_\_\_.

**X**

\_\_\_\_\_  
**Merchant's Authorized Signature and Date**

*Please keep this document and an itemization of all checks sent to us as your record of the items you request us to recovery. Please mail to the address below all checks that you would like us to recover :*

***SureTrust Financial Solutions, Inc.***  
***P.O. Drawer 1109 Holly Springs, GA 30142-1109***  
***TLux@SureTrust.com 1-877-SureTrust (1-877-787-3878) fax 1-866-ePursuit (1-866-378-7784)***