



# Client Agreement



# Bank Authorization

## STEP 1 Read This About Our FREE Service

This Agreement is made between CybrCollect, Inc., a Wisconsin corporation, and Client for the purpose of allowing CybrCollect to provide free check collection services to Client. For good and adequate consideration, the parties agree as follows:

**Services:** Client authorizes CybrCollect to collect, as Client's agent, the face value of each return item plus a NSF check fee directly from the checkwriter's bank account. Said fee shall not exceed amount permitted by applicable state law. Client shall execute a bank authorization form directing Client's bank to forward all returned items directly to CybrCollect. Said authorization shall remain in force for the term of this Agreement. Client may accept checks under their own terms and conditions. Client agrees to post the Customer Notices (Check Policy Stickers) provided by CybrCollect at each point-of-sale location.

**Compensation:** Monies collected from the checkwriters or their bank shall be paid as follows: CybrCollect shall pay Client an amount of money equal to the face value of the dishonored check, and CybrCollect shall retain the NSF check fee as its compensation for the services provided hereunder. No other fee or compensation is due from Client for the check collection services.

**General Terms:** This Agreement may be terminated by either party upon receipt of a 30-day written notice. CybrCollect does not guarantee the collection or payment of the return items to Client. CybrCollect shall be allowed a reasonable amount of time from the date of receipt of the check to complete its collection process. If this Agreement is terminated for any reason, CybrCollect retains the right to complete the collection process and collect any authorized collection fee for checks it has received from Client. Client authorizes CybrCollect, as Client's agent, to refer any returned check items to a collection agency for collection, under terms consistent with this Agreement.

Each party of the Agreement hereby represents and warrants to the other that it has the full right, power, and authority to enter into and perform this Agreement in accordance with all of the terms, provisions, covenants, and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by proper corporate action. Performance hereunder shall be excused to the extent that it is prevented by, but not limited to, the following: computer, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; an act of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part. Client agrees to indemnify and hold harmless, CybrCollect, its agents and their representatives, from any claim, liability, loss, fees or expenditure relating to any tort, breach of contract, or crimes committed by Client or its agents, employees, or representatives. CybrCollect retains the right to offset any amounts CybrCollect is damaged by Client's actions.

**Dispute Resolution:** All disputes arising out of, or in any way related to this Agreement, shall be submitted to binding arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association in effect at the time, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. The award of the arbitrator(s) may include compensatory damages against either party, but under no circumstances may the arbitrator(s) award punitive or multiple damages against either party. Arbitration proceedings shall be conducted in La Crosse County, Wisconsin.

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement contains the entire and complete understanding of the parties, and supersedes all previous understandings, written or oral, between the parties with respect to the subject matter. This Agreement may only be amended by a writing executed by both parties hereto. Should any of the provisions of the Agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.

## STEP 2 ExpressReturns

Yes, CybrCollect will electronically process my return items so that they are not physically returned to my bank, and I will not be charged a return item fee from my bank. CybrCollect is authorized to debit my account for the face amount of any return item plus an additional ExpressReturns service charge of two dollars \$2.00 per returned item. I understand I will be charged \$18.00 for each new endorsement stamp(s). I need \_\_\_\_\_ stamps and hereby authorize CybrCollect to debit my account for the total price of the new stamp(s), \$\_\_\_\_\_. This service is available for all checks \$2500 or less. Checks larger than \$2500 shall be deposited into Client's bank account without using the ExpressReturns endorsement stamp.

## STEP 3 Signature & Tax ID Required

ATTENTION BANKER: I hereby authorize and instruct you to mail all return items, after first presentation for payment and determination of uncollectable funds, to CybrCollect, Inc. It is important that you forward these items after the **FIRST PRESENTATION**; please do not attempt to present items a second time. This new address and authorization replaces any existing instructions, applies only to return items, and is to remain in effect until canceled in writing.

PLEASE REMIT ALL RETURN ITEMS TO:  
CybrCollect, Inc., PO Box 1145, La Crosse, WI 54602-1145  
Phone: 888-340-9205 Fax: 866-787-6216

CLIENT INFORMATION

Company Name \_\_\_\_\_

R.E.I.A. CHAPTER \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ 24 Hour? Yes No \_\_\_\_\_

Contact \_\_\_\_\_

E-mail \_\_\_\_\_

No. of Locations \_\_\_\_\_ No. of Bank Accounts \_\_\_\_\_

Business Type \_\_\_\_\_ I want to receive my reports by: Fax/E-mail/Mail \_\_\_\_\_

Number of legal notice stickers needed for display at: Point of Sale \_\_\_\_\_  
Window/Door \_\_\_\_\_

Comments: NATIONAL R.E.I.A. VIP CLIENT

Agent ID: Aegis Associates, LLC

BANK INFORMATION

Bank \_\_\_\_\_

Contact \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Fax \_\_\_\_\_

Account Name \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Tax ID Number or Social Security Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ Revised 10/25/2005