



Employee (hereinafter I, me, my) noted below, is hereby requesting the Cachet Banq Inc. ("Cachet") direct deposit service program by providing the following information required to make each direct deposit.

AmCheck Client/Employer Name		AmCheck Client Number
Employee Name		Employee No.
Social Security Number	Driver's License Number	Licensing State

I authorize my employer as noted above, Cachet and all financial institution(s) involved in each transaction, to deposit my pay automatically to the indicated account(s) and to make adjusting entries including the removal of funds if the employer does not make them available, in which case, I waive any rights I may have to return debit entries to my account and I personally guaranty the return of the funds in question.

Bank/Credit Union	ABA/Routing Number	State	Type Circle one	Amount	Account Number
			Ckg Sav		
			Ckg Sav		
			Ckg Sav		

Please Check One:

<input type="checkbox"/>	New or Additional Direct Deposit		
<input type="checkbox"/>	Change the Bank or Account Number on an Existing Direct Deposit	Account number to be replaced:	
<input type="checkbox"/>	Change the amount of an existing Direct Deposit	Amount was:	Amount changed to:
<input type="checkbox"/>	Other Please Explain:		

I understand that neither my employer nor Cachet is responsible for bank errors or bank fees. It is my responsibility to verify deposits on a per pay period basis before writing checks against these funds. I will check with my bank regarding deposit availability.

See reverse for further terms ad conditions
Employee must sign this document per NACHA regulations

I hereby agree to all terms and conditions of this direct deposit authorization and agreement. I hereby additionally agree to all NACHA rules and regulations.

Participating Employer is bound by all NACHA rules and regulations. Employer shall maintain this agreement, signed by both parties, and shall forward the signed agreement to Cachet upon request, pursuant to NACHA regulations.

Approved by:

Submitted and approved by:

Employee Signature

Authorized Officer of Employer

Date: _____

Date: _____

Attach
Voided
Check
Here

FURTHER TERMS AND CONDITIONS

ACCURACY OF DATA:

I, (employee noted on the front of this agreement), have hereby, of my own free will, made all of the data noted on the front side of this document available, have reviewed it for accuracy, and ask that this direct deposit program be implemented at the earliest convenience of my bank, my employer and any other company or entity as may be involved.

TIMING / CONDITIONS / LIMITATIONS:

I fully understand and agree that deposits are normally made available one banking day following receipt of collected funds from my employer, or two banking days following payroll check date, and that this Authorization can take up to three (3) pay periods to activate. Direct Deposit Financial services are provided in accordance with Cachet's Power of Attorney/Guaranty and Terms and Conditions with employer and the limitations and restrictions of the National Automated Clearing House Association (NACHA). I may cancel my participation in Cachet's direct deposit service program at any time.

EMPLOYER MUST FUND:

I fully understand and acknowledge that Cachet is not my employer and is not responsible for funding my employer's payroll obligations, and should my employer fail to provide the required funds to cover all employer payroll obligations including my direct deposit, I agree that each of my direct deposits may be retroactively reversed by Cachet, and these funds may be debited/charged/removed from my current account and/or any bank account(s) I may establish in the future until Cachet is fully funded for my employer obligations.

BUSINESS TRANSACTION:

I hereby understand and agree that my direct deposit(s) as requested shall be treated by Cachet as a business transaction and as such shall be designated as a Cash Concentration or Disbursement (CCD) item per National Automated Clearing House Association (NACHA) Rules and Regulations.

BANK SERVICE/ BANK PAID FEES:

My bank, or other financial institution brought direct deposit services to my attention, is offering direct deposit programs and requested and/or required that I implement a direct deposit program with them. Please forward my direct deposit funds and any fees/charges for initiating and servicing my direct deposit to my bank or the receiving financial institution(s). Should my financial institution fail or for any reason refuse to pay the associated fees/charges I will personally guaranty such payment and hereby authorize a debit to my account concurrent with the transfer of direct deposit funds to my account.

GUARANTY:

Should my employer not make the required funds available to cover my direct deposit, by error or by design, and fully comply with its obligations to Cachet, I personally guaranty the return of all funds deposited to my account via the Cachet direct deposit program.

GENERAL PROVISIONS:

The provisions of this Agreement are severable and should any of its specific provisions be deemed invalid, then only that provision shall fail and the remainder of this Agreement shall be of full force and effect. Cachet services are provided in accordance with the limitations and restrictions of the National Automated Clearing House Association (NACHA) and the terms of this Agreement. Should the NACHA terms and the Cachet terms be in conflict then the terms of this Agreement shall prevail. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other or as providing either party with the right, power, or authority (express or implied) to create any duty or obligation of the other party. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. This Agreement may only be amended in writing and signed by authorized representatives of both parties. This Agreement shall be governed by and construed in accordance with the laws, other than choice of law rules, of the state of California.