



Check Recovery – Phase I Collection Process

NorthStar Technologies LLC shall be entitled to rely on any posted notice or other written communication believed by it in good faith to have presented to the check writer by the merchant at the point-of-sale regarding the collection of their Non-Sufficient Funds (NSF) check and NSF processing fee, as allowed by state law.

The following methods are used to recover the NSF checks and NSF fees through the *ChequeStar* Check Recovery Program.

Electronically:

ACH (Automated Clearing House) - A process in which the face amount of eligible items such as checks, which have been returned unpaid for Non-Sufficient funds, is automatically re-presented up to two (2) times against the debtors account.

Bank Drafts:

A process whereby eligible items such as checks, which have been returned unpaid for Non-Sufficient funds, are converted into a paper draft against the debtors account and are deposited for payment.

Collection Demands:

Consists of up to two (2) “Courtesy Reminder” letters that are sent to the debtor in the form of 1st party notices.

NorthStar Responsibilities:

- 1) Image/Data Capture each returned check item.
- 2) Report each check item to the NCN (National Check Network) negative database.
- 3) Provide Web Reporting (24/7) on all return check data and collection efforts.
- 4) ACH or Draft Re-Presentation up to two (2) times.
- 5) Up to two (2) Collection Demands will be mailed on each eligible return item.
- 6) Input all Payments received daily
- 7) Provide Customer and Client support Monday – Friday, 8AM to 5PM Central Time.

The Company’s Responsibilities:

- 1) The Company will ensure that they have provided notification to their customers through placement of the “Check Acceptance Policy” sticker at each point-of-sale.
- 2) The Company will notify NorthStar immediately of any payment received.
- 3) The Company will notify NorthStar of multiple locations for the purpose of reporting.

NorthStar will remit 100% of the face value for items collected for Phase I only.

We will then pursue the state allowable fee as our portion. A flat fee amount of \$3.00 of the collected state fee, per check, will be rebated to the Company utilizing both Ph I and PH II options. Statements will be provided ONLINE to the client for monies collected on a bi-monthly basis. Monies collected will be paid to the Company on the 10th and 25th of each month. * PLEASE NOTE * - A pro-rated share for payments, less than 100%, will be returned to the Company in the event of partial payments.

Phase II Collection Process

- 1) Company agrees that if the placed account is not suspended, cancelled or paid in full within the time period, the account will **automatically** be transferred into Phase II of our comprehensive program on an assigned 50% - 50%, Company/Agency contingency basis. Also items returned "Account Closed", "Refer to Maker", "Invalid Account", "Unable to Locate Account", etc will be automatically placed into Phase II **with no Phase I action taken.**
- 2) The company agrees to notify NorthStar immediately of all direct payments received after the account is assigned and that NorthStar is entitled to full commission on all monies recovered, whether paid to NorthStar or the Company direct.
- 3) NorthStar or their designate is authorized to initiate legal action on assigned accounts. NorthStar or their delegate agrees to advance all court costs associated with legal filing. As prescribed by law, NorthStar or their designate will be reimbursed for such costs. NorthStar or their designate will retain all interest collected on assigned accounts. The Company hereby authorizes NorthStar or their designate to collect interest on assigned accounts pursuant to applicable law.
- 4) The Company authorizes NorthStar or their designate to endorse negotiable instruments received in payment of claims and to deduct commissions on claims paid direct to Company from any money due Company.

Return Check Fee:

All returned checks are stored in-house for 90-days and then shredded. **Images are available ONLINE at no cost** and can be printed directly from the NorthStar website. **A fee of \$19.95 per item shall be applied for pulling any check item in process of Phase I and/or Phase II and returning it to the Company.**

Paper Statement/Check Process & Handling Fee:

In an effort to go Green, NorthStar remits payments only through ACH and Statements are viewable ONLINE. **A fee of \$2.00 will be charged to have a paper statement and/or check sent to the Company each statement period.**

Utilization of Name & Log:

Company authorizes and grants NorthStar usage to utilize its brands and/or marks in conjunction with the Services in their marketing, promotion and presentation. Company also authorizes use of their name by NorthStar for referral purposes during the normal course of business. Company shall have the right to object to any specific unreasonable presentation and/or treatment of its brands and/or marks. Upon objection, NorthStar shall discontinue such use until Company approves of an appropriate manner of presentation and/or treatment of its brands and/or marks, which approval shall not be unreasonably withheld. Execution of this agreement constitutes permission of Company for such use as outline.

Right-to-Offset:

NorthStar reserves the right to offset any outstanding balances owed by the Company for services and/or fees incurred. Outstanding balances may be netted out against collected monies due the Company and/or debited directly from your bank account should your account be negative.

Disclaimers of Warranties and Liability:

NorthStar makes no warranties, express or implied, as to for a particular purpose or merchant ability. There are no warranties extended beyond the description on the face thereof. In no event shall NorthStar be liable for special or consequential damages arising from the provisions of this agreement, including, without limitation, the acts, errors and omissions of NorthStar or The Company. The Company shall hold NorthStar harmless from any and all claims or asserted liabilities as set forth in agreement. NorthStar shall not be considered in default due to any failure in performance of this agreement should such failure arise out of causes beyond its control or without its fault or negligence. Such causes may include, but are not limited to, acts of God or a public enemy, acts of the Government in either its solvent or contractual capacity, fires, floods, plagues, strikes, power failures, computer associated equipment outages, unusually severe weather conditions or other catastrophes.

Amendments:

From time to time NorthStar may need to amend any of the terms and conditions contained in this Agreement and will confirm such amendments in writing to the Company.



COMPANY INFORMATION – ALL information needs to be completed in full.

Company Legal Name: _____

TAX (9-digit) ID#: _____ Phone: _____ Fax: _____

Physical Address: _____

City _____ State _____ Zip Code _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Company Owner Name: _____

Company Owner’s Email: _____

Primary Contact Name: _____

Primary Contact’s Email: _____

Estimated number of returned checks per month: _____ Number of store locations: _____

Number of Point-of-Sale (POS) locations that require “Check Acceptance Policy”
Disclosure stickers _____

Financial Institution Name: _____
City: _____ State: _____ Zip Code _____
Bank routing number (9 Digit): _____
Company Checking Account Number: _____

Printed Name of Authorized Signer: _____

Authorized Signature: _____

Date: _____

Please indicate preferred method of payment: ELECTRONIC _____ *CHECK _____
**(Please note additional \$2 fee as noted above associated with each check remitted per statement period)*

TERMINATION: Either party may terminate this agreement upon thirty (30)-day written notification.



PHASE II Processing options the Company wishes to include:

Reporting to National Credit Bureaus: YES _____ NO _____

Legal Action to include judgement/garnishment: YES _____ NO _____

Reporting to local District Attorney Offices where applicable: YES _____ NO _____

Requested length of time that item is to be in Phase II collections: (please check one)

6 months _____

12 months _____

18 months _____

NorthStar Technologies, LLC

The Company

CASEY JACKSON
Representative Name

Print Name of Company

566
Rep ID:

Title

Casey Jackson
Signature

Signature

Date

Date





ACH AUTHORIZATION AGREEMENT

I (we) hereby authorize *NorthStar Technologies LLC* to initiate credit entries to the account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) authorize the financial institution to accept and to credit the amount of such entries to my (our) account. I (we) acknowledge that the origination of ACH transactions to our account must comply in all respects with the provisions of U.S. Law.

Depository Name: _____

City	State	Zip Code
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ABA/Routing Transit Number (9 Digit): _____

Merchant Bank Account Number: _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (we) recognize that I must notify the COMPANY of any changes in financial institution or account to ensure proper and timely credit.

Authorized Signature: _____

Date: _____



**AUTHORIZATION FOR BANK TO FORWARD
RETURNED CHECKS**

NorthStar Technologies

This is our authorization to forward all returned checks after FIRST deposit. Send these checks, with a copy of the debit memo charging our account to the address listed below. Continue to send copies of all debit memos as they occur. This authorization will remain in effect until you receive written notification of termination.

Address where checks are to be mailed:

**RETURN ITEMS
P.O. Box 470128
Tulsa, OK 74147-0128**

Name of Merchant: _____

Bank Name: _____

Bank Account Number: _____

Authorized Signature

Effective Date: _____