

908 Lamont Street South, Aberdeen, South Dakota 57401 (605) 225-5500 / accountsetup@agtegra.com www.agtegra.com

| ACH | DIRECT DEPOSIT A | UTHORIZATI | ON AGREEMENT | |
|---------------------------------------------------|-----------------------------|-----------------------|-------------------------------------|--------------|
| CUSTOMER ACCOUNT N | JAME(S): | ACCOUNT # ENTITY): | | |
| OFFICER OR AUTHORIZI | ED INDÍVIDUAL (FOR | R ENTITY): | | |
| ADDRESS: | CTATE. | ZID. | PHONE: | |
| CII I; | SIAIE: | ZIP: | PHONE: | |
| BANK NAME: | | BRANCH: STATE: ZIP: | | |
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| • | | ŕ | hereafter called Cooperative, to | |
| • | | | e) indicated below from the depo | • |
| | | | without notice, to compensate th | |
| • | • | • • | ative; and initiate an adjustment | entry for |
| any entry processed in error, | if necessary and to take | any and all action | on required to correct the error. | |
| The undersigned further ack | nowledges and agrees to | the additional to | erms and conditions attached to | this |
| authorization agreement, to j | promptly refund any and | l all monies mist | akenly depositing in their accou | nt or |
| subject to a lien, and certifie | s that the information pr | ovided herein is | complete, accurate and true. | |
| This authorization agreemen | at shall be effective upon | receipt by Coop | perative of a correct and signed of | сору, а |
| copy of a voided check for n | ny Bank and acceptance | by Cooperative. | | |
| Upon Cooperative's accepta | nce, this authority is to r | emain in full for | ce and effect until Cooperative | and Bank |
| | | | ual under the above-named acco | |
| termination in such time and | in such manner as to af | ford Cooperative | e and Bank a reasonable opportu | unity to act |
| on it. | | 1 | 11 | J |
| | | | | |
| PRINT NAME: | TI | TLE (FOR ENT | TTY): | |
| SIGNED: | | DATE: | | |
| RETURN FORM TO: ACH Dakota 57401, or Email: ac | 0 0 | • | amont Street South, Aberdeen, S | South |
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ADDITIONAL TERMS AND CONDITIONS TO ACH DIRECT DEPOSIT AUTHORIZATION AGREEMENT

ACH Limitations; Timing. Cooperative reserves the right not to initiate an ACH direct deposit if: 1) a CNS/EFS statement has been filed in the name of the Customer with the applicable state secretary of state, 2) Cooperative has received written notice of a lien or security interest in the proceeds, demand has been made for the proceeds, or Cooperative has reason to believe a third party has a claim against the proceeds, or 3) the ACH Transfer would not otherwise comply with any applicable policies of Cooperative, including, but not limited to if Customer's account is restricted. After the ACH direct deposit has be made by Cooperative the ACH direct deposit may not be immediately available in the Bank, depending on my Bank.

<u>Customer Representations and Warranties; Indemnification</u>. The undersigned represents and warrants that: 1) I am authorized to execute this authorization agreement, 2) the payment of the proceeds and the associated ACH direct deposit will not violate any applicable law, rules or regulations, and 3) any ACH direct deposits will not violate any contract or agreement by which I am a party. I agree to indemnify Cooperative against any claims, alleged claims, loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of any breach of these representations and warranties or this authorization agreement.

Obligations of Cooperative; Limitation of Damages. To the extent in compliance with this authorization agreement, Cooperative shall only be responsible for the initiation of an ACH direct deposit into my Bank. Cooperative may rely on any and all information it receives from me or, to the extent the Customer is a legal entity, any other authorized representative of the Customer and any other person Cooperative, in good faith, reasonably believes to be acting on behalf of the Customer, whether or not such person was authorized by the Customer. Cooperative shall only be liable in the event of loss due to its gross negligence or willful misconduct in performing its limited obligations under this paragraph. In no event shall Cooperative have any liability for any consequential, special, incidental, punitive or indirect damages incurred or suffered in connection with this authorization agreement.

<u>Notice of Change in Bank Account</u>. The undersigned agrees to give Cooperative immediate written notice of any change of my Bank and that, I understand, Cooperative may require a replacement authorization be executed by me in conjunction with any new or changed Bank.

<u>Right to Cancel</u>. The undersigned may cancel this authorization agreement upon written notice to Cooperative and that any cancellation shall be effective within five (5) business days of receipt by Cooperative.

<u>Written Notice</u>. Written notice to Cooperative should be mailed to the following address and shall identify the Customer name and the Cooperative Account:

Agtegra Cooperative Attn: ACH Processing 908 Lamont Street South Aberdeen, South Dakota 57401

<u>Right to Limit/Restrict/Terminate</u>. Cooperative reserves the right to limit or restrict an ACH direct deposit or immediately terminate this authorization agreement for any reason and at any time and in its sole discretion.

<u>Miscellaneous</u>. This is the entire agreement of the parties. This authorization agreement shall be governed by and construed in accordance with the law of the State of South Dakota and any action to enforce this authorization agreement shall be venued in either state or federal court in Brown County in the State of South Dakota.