



ADDENDUM 6

ACH Tax Payment (EFTPS) Agreement

This agreement is made this _____ day of _____ 20_____, by and between
_____ (the "Company") and Affinity Bank (the "Bank").

The Company has requested that the Bank permit it to initiate tax entries to accounts maintained at the Bank and other Banks by means of the Automated Clearing House (the "ACH"). The Bank has agreed to do so on the terms of this Agreement.

Now, therefore, the Company and the Bank agree as follows:

Section 1. Rules.

The Company acknowledges receipt of a copy of the National Automated Clearing House (NACHA) operating rules (as amended from time to time, the "Rules") or has access to, and is familiar with the Rules. The Company agrees to comply with and be bound by the Rules. The Bank agrees to inform the Company of revisions to the Rules of which the Bank has knowledge.

Section 2. Enrollment Requirements and Special Requirements of Federal Tax Payments.

The Company warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) on Form 9779, Business Enrollment Form, and has selected the ACH Credit option. The Company warrants that all special requirements of the EFTPS system have been met, including the generation of prenotification entries before the first tax payment is sent. The Company further warrants that if it is generating the tax payment, it will use the CCD format with a TXP addenda record as required. (If the tax payment is generated by the Bank the above statement can be removed from the Agreement). In the event the Bank generates the ACH Credit, prenotification entries will be sent by the Bank.

Section 3. Transmission of Entries. Security Procedures.

The Company will transmit all tax payment entries (or tax payment information) to the Bank at the location, on or before the deadlines, as described in Attachment 4 to the Agreement. The Company will conform all entries to the format, content and specifications contained in the Rules, except as provided in Attachment 1. The Company and the Bank will comply with the security procedures described in Attachment 1 to the Agreement. The Company authorizes the Bank to transmit all entries received by the Bank from the Company in accordance with the terms of this Agreement, and to debit a specified Company account for the amount of the transmitted tax payment.

Section 4. Bank Obligations.

In a timely manner and in accordance with the Rules, the Bank will process, transmit, and settle for the entries received from the Company which comply with the terms of the Agreement, including but not limited to the security procedures described in attachment 1 to the Agreement.

Section 5. Warranties.

The Company warrants to the Bank all warranties the Bank is deemed by the Rules to make with respect to entries originated by the Company. Without limiting the foregoing, the Company further warrants and agrees that (a) each tax payment entry is accurate, timely, and all required payments are included; (b) the Company will comply with the terms of the Uniform Commercial Code Article 4A as defined by NACHA operating rules if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Company shall indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses and IRS penalties) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

Section 6. Settlement.

The Company will maintain a checking or money market account with the Bank at all times during the term of this Agreement. The Company will maintain in the account as of the applicable settlement date collected funds sufficient to cover all credit entries initiated by it. The Company authorizes the Bank to debit its account at the opening of business as noted in attachment 4. (For certain customers, depending on their credit condition, your Bank may want to pre-fund the tax payment to limit your risk.)

Section 7. Cancellation or Amendment.

The Company shall have no right to cancel or amend any entry/file after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described on Attachment 1 to the Agreement. The Bank shall have no liability if it fails to effect the cancellation.

Section 8. Rejection of Entries.

The Bank shall be entitled to reject any entry, including an on-us entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Company is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Company by email, fax or telephone of such rejection no later than the business day such entry would otherwise have been transmitted by the Bank to the ACH.

Section 9. Notice of Returned Entries.

The Bank shall notify the Company by email, fax, or telephone of the receipt of a returned entry from the ACH no later than 5:00 on the day received. The Bank shall have no obligation to re-transmit a returned entry if the Bank complied with the terms of this Agreement with respect to the original entry.

Section 10. Reversals.

Unless specifically approved by the Internal Revenue Service, reversal entries and files are prohibited.

Section 11. Periodic Statement.

The periodic statement issued by the Bank for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Bank within thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement.

Section 12. Fees.

The Company agrees to pay the Bank for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Attachment 5. The Bank may change its fees from time to time upon notice to the Company.

Section 13. Liability.

The Bank shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall the Bank have any liability for any consequential, special, punitive or indirect loss or damage, which the Company may incur or suffer in connection with this Agreement.

Section 14. Survival.

Upon expiration or termination of this Agreement, the provisions of Section 5 shall survive.

Section 15. Miscellaneous.

The Bank may amend the terms of the Agreement from time to time by notice to the Company. Either party may terminate this Agreement upon ten (10) days written notice to the other. The Bank shall have no obligation to transmit entries if the Company is in default of any of its obligation under this Agreement, including the obligation to pay the Bank for each credit entry. The Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on Attachment 2 to the Agreement. This Agreement shall be governed by and construed in accordance with the law of the state of Georgia.

COMPANY

AFFINITY BANK

Signature _____ Signature _____

Title _____ Title _____

ATTACHMENT 1

Security Procedures

The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission

The Company's Representative will access the ACH system by utilizing the prearranged log on procedures.

The Company's Authorized Representative as identified in attachment 2 will provide the Bank with the total of the EFTPS transmission prepared by the Company by sending a facsimile transmission (Attachment #3) to the Bank's Contact, unless opted out. The Company will not anticipate settlement of entries on bank non-processing dates noted in Attachment 6. If the EFTPS Customer's normal transmission or notification day falls on a bank non-processing date, the Company will notify the Bank on the day subsequent to the bank non-processing date.

The Bank will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Bank will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance, and initiation of EFTPS payment entries.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the computers using the Program.

ATTACHMENT 2

ACH Authorized Signature Form

DATE _____

COMPANY NAME: _____

THE _____ SIGNATURES BELOW ARE THE SIGNATURES OF EMPLOYEES VESTED BY OUR BOARD OF DIRECTORS WITH FULL AUTHORITY TO SIGN TRANSMITTAL REGISTERS USED IN CONJUNCTION WITH THE DEPOSIT OF ACH FILES.

NAME	SIGNATURE
1.	
2.	
3.	
4.	
5.	
6.	
7.	

AUTHORIZED SIGNATURE

TITLE

DATE

Exception Reporting

(A) In event of a possible security violation, contacts, including alternate, are:

Name

Phone #

Name

Phone #

(B) File discrepancies (rejects) should be reported to:

Name

Phone #

Name

Phone #

ATTACHMENT 3 EFTPS Transmittal Register

To be completed and faxed with each EFTPS file to be processed. Fax # 678-384-8054

Company Name:	Company Tax I.D. Number:	
Batch ID#		Date Sent to Bank:
Item Count (Debits):	Amount (Debits):	Total <u>Amount</u> of File:
Item Count (Credits):	Amount (Credits):	Total <u>No. Items</u> (Dbs/Crs):
Date Released:	Effective Date:	Authorized Signature:

ACCEPTED:

Authorized Bank Signature

Date: _____ Time: _____

Bank Use Only

Verified Signature _____
Entered into ACH Control Log _____
Verified Register to File totals _____

To opt out of faxing or emailing the transmittal register, please sign and date below. By opting out of this procedure you understand that all files will not be verified by the bank for dollar accuracy or number of items in file. By signing below, you are releasing the bank from any liability involving ACH files.

Name Date

ATTACHMENT 4

Processing Schedule

Entry Settlement Date to Customer's Account

Debit Entries to Company's Account

- Files Submitted by Customer, Funds Must Be In Account to Satisfy Debit By:
(Select one)
xxx Date of Submittal
Or
_____ Effective Entry Date of Credit Items Contained in File

Timeframe for Submission of Files

- Credit Files

Must be submitted to the Bank no later than two days by 3:00 p.m.
Prior to the effective date of the file.

ATTACHMENT 5
Federal Reserve Bank Holiday Schedule
(BANK NON-PROCESSING DAYS)

- Weekends (Saturday/Sunday)
- New Year's Day
- Martin Luther King JR's Birthday (Observed)
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Observed)
- Veterans' Day
- Thanksgiving Day
- Christmas Day



(continued)

For side 2 please fill in
Employer Identification Number (EIN)

EIN:

Payment Information

8. **Payment Method.** Choose the payment method(s) by placing an "X" in the box(es). The options available are: EFTPS using the Internet or phone and EFTPS through a Financial Institution. Both EFTPS input methods are interchangeable: Internet and phone.

8. Payment Method

☐ EFTPS (by Internet and/or phone): check here if you will instruct EFTPS to transfer payment from your account.

☐ EFTPS (through a Financial Institution): check here if you will instruct your financial institution to forward the payment to EFTPS. You must check with your financial institution to determine if they are capable of providing this service.

NOTE: If you will only be using EFTPS through your Financial Institution as a payment method, skip to item #23.

Note: For EFTPS (using the Internet or phone), complete the additional information required about your financial institution. Enrollment will automatically enroll you for EFTPS through a Financial Institution as well as Same-Day Payment.

For EFTPS (through a Financial Institution), you initiate a tax payment through a financial institution. You must contact your financial institution to insure the institution is capable of making an EFTPS payment through the Automated Clearing House (ACH) or a Same-Day Payment method. If you enroll for EFTPS through a Financial Institution or Same-Day Payment, you may also enroll for EFTPS using the Internet or phone by providing the financial institution information requested on items 19 through 23.

Tax Form Payment Amount Limits (EFTPS using the Internet or phone only)

9-18. **Optional Tax Form Payment Amount Limits (For EFTPS using the Internet or phone only)**

This section is optional. You may set amount limits for each tax type to prevent an overpayment. The system will compare your payment amount against your stated limit and provide a warning if you exceed the limit. You may override the warning if you wish.

(19 through 24 must be completed if EFTPS using the Internet or phone will be used)

19. **RTN.** This is the nine-digit number associated with your financial institution. You may contact your financial institution to verify this number.

20. **Account Number.** Enter the number of the account you will use to pay your taxes.

21. **Type.** Please mark one box to indicate whether the account is a checking or savings account.

22. **State and ZIP Code.** Use the two-character letter abbreviation for the state your financial institution is located in and indicate ZIP Code.

23. **Authorization.** This section authorizes a Financial Agent of the U.S. Treasury to initiate tax payments from the account(s) you designate.

24. **Taxpayer Signature.** The taxpayer must sign this section to authorize participation in EFTPS. If there is no signature, a form will be returned.

This section also provides authorization to share the information provided with your financial institution, required for the processing of the Electronic Federal Tax Payment System.

If signed by a corporate officer, partner, or fiduciary on behalf of the taxpayer, the signer certifies that they have the authority to execute this authorization on behalf of the taxpayer.

Remember to sign and mail your enrollment form to the address on reverse side.

9. 720 \$ <input type="text"/>	10. 940 \$ <input type="text"/>	11. 941 \$ <input type="text"/>
12. 943 \$ <input type="text"/>	13. 945 \$ <input type="text"/>	14. 990C \$ <input type="text"/>
15. 990PF \$ <input type="text"/>	16. 990T \$ <input type="text"/>	17. 1042 \$ <input type="text"/>
18. 1120 \$ <input type="text"/>		

Financial Institution Information (to be completed if EFTPS using the Internet or phone will be used)

19. RTN: <input type="text"/>	20. Account Number: <input type="text"/>	21. Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
22. State: <input type="text"/>	ZIP Code: <input type="text"/>	

Authorization

23. For both payment methods: Please read the following Authorization Agreement:

I (as defined as the taxpayer whose signature is below) hereby authorize the contact person (listed in item #4 of this form) and the financial institutions involved in the processing of my Electronic Federal Tax Payment System (EFTPS) payments to receive confidential information necessary to effect enrollment in EFTPS, electronic payment of taxes, and answer inquiries and resolve issues related to enrollment and payments. This information includes, but is not limited to, passwords, payment instructions, taxpayer name and identifying number, and payment transaction details. If signed by a corporate officer, partner, or fiduciary on behalf of the taxpayer, I certify that I have the authority to execute this authorization on behalf of the taxpayer. This authorization is to remain in full force and effect until the designated Financial Agents of the U.S. Treasury have received notification from me of termination in such time and in such manner to afford a reasonable opportunity to act on it.

Only EFTPS using the Internet or phone: Please read the following Authorization Agreement:

By completing the information in boxes 19-22 and signing below, I hereby authorize designated Financial Agents of the U.S. Treasury to initiate EFTPS debit entries to the financial institution account indicated above, for payment of Federal taxes owed to the IRS upon request by taxpayer or his/her representative, using the Electronic Federal Tax Payment System (EFTPS). I further authorize the financial institution named above to debit such entries to the financial institution account indicated above. All debits initiated by the U.S. Treasury designated Financial Agents pursuant to this authorization shall be made under U.S. Treasury regulations. This authorization is to remain in full force and effect until the designated Financial Agents of the U.S. Treasury have received written notification from me of termination in such time and in such manner as to afford a reasonable opportunity to act on it.

24. **Taxpayer Signature**

Taxpayer Signature _____	Date _____
Print Name _____	Title _____

Paperwork Reduction Act Notice: In accordance with the Paperwork Reduction Act of 1995, we ask for the information in the Electronic Federal Tax Payment System (EFTPS) Enrollment Form in order to carry out the requirements of 26 United States Code 6001, 6011, and 6065. You are not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103. This information is used by the Internal Revenue Service to assure that payment(s) are properly credited to the appropriate account(s). Your response is mandatory if you are required by regulations to use Electronic Funds Transfer to make your Federal Tax Deposits. The time needed to provide this information will vary depending on individual circumstances. The estimated average time is ten minutes. If you have comments concerning the accuracy of this time estimate or suggestions for reducing this burden, we would be happy to hear from you. You can write to the IRS Tax Products Coordinating Committee, SE:WCDARMP:TFSF, 1111 Constitution Ave. NW, Washington, DC 20224. Please do not send the enrollment form to this address. The Privacy Act of 1974 requires that when we ask individuals for information about themselves, we state our legal right to ask for the information, why we are asking for the information, and how it will be used. We must also tell you what could happen if we do not receive all or part of it, and whether your response is voluntary, required to obtain a benefit, or mandatory. Our legal right to ask for information is 5 U.S.C. 552 and Internal Revenue Code sections 6001, 6011, 6012, and applicable regulations. The information will be used to enroll you in the Electronic Federal Tax Payment System (EFTPS). The information may not be disclosed except as provided by section 6103 of the Internal Revenue Code. We may give the information to the Department of Justice and to other Federal agencies, as provided by law. We may also give it to cities, states, the District of Columbia, and U.S. commonwealths or possessions to carry out their laws. We may give it to foreign governments because of tax treaties they have with the United States. Your response is mandatory if you are required by regulations to use electronic funds transfer to make your deposits. If you are not required by regulations to use electronic funds transfer, your response is voluntary. If you do not provide all or part of the information, you may not be eligible to participate in the EFTPS. If you are required to use electronic funds transfer by regulation, you may be subject to penalties. If you are not required to use electronic funds transfer to pay taxes owed, you need to pay the taxes due by another method.

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