



DIRECT DEPOSIT – AUTOMATED CLEARING HOUSE (ACH) ENROLLMENT FORM

****ALL INFORMATION IS REQUIRED – PLEASE PRINT****

Request type: Begin ACH Payments Update ACH Information

Company Name: _____

Address: _____

City / State / Zip Code: _____

FEIN / SSN: _____ US DOT#: _____

Primary Contact Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Bank Name: _____

Routing Number: _____

Bank Account Number: _____

Name on the Bank Account: _____

Bank Contact Name: _____

Bank Telephone Number: _____ Bank Fax Number: _____

I certify that the above information is true and correct and that I, as an authorized representative for the above named company, hereby authorize Cargo Transit, Inc. to electronically deposit payments to the designated bank account.

Authorized Signature: _____

Title: _____

Telephone Number: _____

Date: _____

All ACH transmissions will be followed with an email with a remittance advice attached. Please supply the information below. If your remittance contact name is the same as the "Primary Contact Information" listed above, indicate as such on the remittance contact name line below.

Remittance Contact Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

AUTOMATED CLEARING HOUSE – DIRECT DEPOSIT AGREEMENT

THIS AUTOMATED CLEARING HOUSE – DIRECT DEPOSIT AGREEMENT (“Agreement”) is made and entered into as of _____, by and between Cargo Transit, Inc. and _____ (“Vendor”).

RECITALS

WHEREAS, Cargo Transit, Inc. and Vendor desire to facilitate the payment to Vendor via Automated Clearing House (“ACH”); and

WHEREAS, such transaction can be made through the use of available electronic technologies for the mutual benefit of the parties;

NOW THEREFORE, the parties hereto, intending to be legally bound, in consideration of the mutual covenants and agreement contained herein, agree as follows:

Cargo Transit, Inc. will make payments to Vendor in accordance with the terms of our broker-contract carrier agreement.

Vendor specifically agrees to accept such sums due from Cargo Transit, Inc. via ACH to the institution (“Originating Bank”) and account number which the Vendor supplies to Cargo Transit, Inc. Vendor may change such institution and account number from time to time but shall promptly notify Cargo Transit, Inc.

All payments pursuant to this Agreement shall be governed by, and be in accordance with the National Automated Clearing House Association’s Corporation Trade Payment Rules, as amended from time to time (“ACH Rules”) and Article 4 of the Uniform Commercial Code (“UCC”) as adopted in North Carolina and amended from time to time. Both ACH Rules and UCC are incorporated herein by reference.

Payments remittance information shall be sent by Cargo Transit, Inc. to Vendor via email.

Vendor shall indemnify and hold harmless Cargo Transit, Inc., its employees, officers, and directors from any loss arising from reason of error, mistake, or fraud related to any incorrect payment information furnished to Cargo Transit, Inc. or on behalf of Vendor and/or from any error, mistake, or negligence by the Originating Bank or Vendor.

Nothing contained in the Agreement shall obligate Cargo Transit, Inc. to make any payments to Vendor via ACH and Cargo Transit, Inc. may cease making ACH payments to Vendor at any time.

Vendor warrants and represents that it is a corporation, limited partnership, limited liability company or general partnership, and not a “consumer” as that term is defined I Regulation E of the Federal Reserve Board.

This Agreement shall constitute the entire Agreement of the parties relating to the matter specified in the Agreement and supersede all prior representations or agreements, whether oral or written, with regard to such matter. This agreement may be amended only in writing by an authorized agent of each party. This agreement may be terminated at any time upon notice by either party, and in such event Vendor ACH payments will stop within a reasonable time of Cargo Transit, Inc. receiving notice.

Whenever notice is to be served hereunder, service shall be made personally or by registered or certified mail, return receipt requested, postage prepaid or by fax. Notice shall be effective only upon receipt by the party being served.

All notices shall be sent to the following address: Cargo Transit, Inc., PO Box 792, Weaverville NC 28787 or faxed to 828-645-9830.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first written above.

SIGNATURE: _____

By: *Lisa Fouts*

PRINT NAME: _____

Cargo Transit, Inc.

TITLE: _____

Title: President

VENDOR NAME: _____

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