JACK W. GOODING
STANDING CHAPTER 13 TRUSTEE
P O BOX 22067
LITTLE ROCK, AR 72221

www.ark13.com

AUTHORIZATION FOR ELECTRONIC DISBURSEMENTS

CREDITOR REQUESTING ELECTRONIC DISBUSEMENTS

Creditor Name:

Telephone:

Address:

Creditor Coordinator (Creditor contact):

Name:

Title:

Telephone:

Email:

CREDITOR BANK INFORMATION

Bank Name:

Bank Address:

ACH Coodinator (Bank Contact):

Name:

Title:

Telephone:

Email:

ACCOUNT INFORMATION

Account Name:

Account Number:

Routing Transit Number:

Type (Checking/Savings):

Jack W. Gooding, Standing Chapter 13 Trustee, hereinafter called TRUSTEE, is hereby authorized to initiate credit entries to the account indicated above. This authority is to remain in full force and effect until TRUSTEE has received written notification from me or other authorized representative of its termination in such time and manner as to afford TRUSTEE a reasonable opportunity to act on it. This authorization will terminate if TRUSTEE discontinues the electronic Creditor Disbursement Program. TRUSTEE reserves the right to discontinue the Creditor Disbursement Program at any time without further notice to Creditor.

Certification of Authority: By signing this ACH Authorization as a representative of Payee, you certify that 1) you have the authority to sign this ACH Authorization on behalf of the Payee and to bind the Payee to the ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes.

Creditor Authorizing Signature

Date

(Print Name)

Title

Telephone Number

Email Address

(Trustee Use Only)

Verified By:

Date:

Notes:

Account Verification:
Trustee may use one or more methods of verifying the existence of the Account and that it is held in the name of Payee. You agree that these methods may include (1) contacting the Financial Institution; and /or (2) using a third party account verification service. If the Trustee is unable to verify the Account using these methods, Trustee may not be able to setup electronic disbursements to Payee.

To receive ACH information: (check an option below)

- ○ Will receive vouchers of the Trustee's payments from the National Data Center at: www.NDC.com, OR
- ○ Trustee will email ACH receipts (vouchers) to the following email address: _____

Payment vouches contain private information. Payee agrees that it is Payee's responsibility to keep all Account information secure, including login and password information for any website.

ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS:

(1) By providing this ACH Authorization, you agree on behalf of the Payee that Trustee may obtain information from third parties, including credit reports and other consumer reports regarding the named Payee, to verify Payee's identity and to verify other information that you are providing in this ACH Authorization.
(2) Payee agrees at all times to (a) review all ACH receipts (vouches, either email or received electronically via the NDC or other Trustee software) promptly upon receipt; (b) notify Trustee promptly if any ACH receipt reflects any ACH transaction that appears to have been made in an incorrect amount or is otherwise in error; and (c) cooperate with Trustee in correcting any transaction errors.
(3) Creditor/Payee acknowledges that it is solely responsible for maintaining internal controls to minimize the risks that the Payee Account will be accessed by unauthorized persons or that payments made to the Payee Account will be misdirected, transferred out of the Account without the Payee's authorization, or otherwise misused.
(4) Payee acknowledges and agrees that this ACH Authorization does not authorize Payee to initiate ACH entries of any type to any account of the Trustee, unless such ACH entry is specifically authorized by Trustee in writing (which authorization may be provided to Payee by email).
(5) This ACH Authorization does not require Trustee to send payments to Payee only by ACH. Trustee may elect to send one or more payments by check or other methods, while still sending other payments by ACH. Creditor/Payee agrees to indemnify, protect and hold harmless Trustee, his or her agents, servants, employees, and all persons acting on behalf of Trustee from any claim, liability or damages whatsoever, including, but not limited to, bank fees, court costs, attorneys' fees and interest, however caused, arising directly or indirectly out of the implementation operation or termination of this ACH Authorization or any failure of or delay in any of the foregoing.

AUTHORIZATIONS: Trustee is hereby authorized to initiate ACH credit entries to the Payee Account indicated above. Trustee is further authorized to initiate ACH credit or debit entries to the Payee Account to correct any erroneous or returned ACH entries. The ACH Authorization is effective as of the date signed below and will remain in force and effect until either (1) Trustee receives written notification from Payee or Payee's authorized representative of its termination of this authorization, in such time and such manner as to afford Trustee a reasonable opportunity to act on it; or (2) Trustee terminates this authorization. Unless this ACH Authorization is terminated, Trustee may continue to send the electronic payment to the Financial Institution indicated above until notified by Payee or Payee's authorized representative that a change must be made to the Financial Institution receiving the electronic payment. If Payee's Financial Institution information changes, Payee agrees to submit to Trustee an updated ACH Authorization. Trustee may terminate the ACH Authorization for any reason, including without limit, if any electronic payment sent by Trustee to the Payee Account is rejected by Payee or the Financial Institution.

Dual Certification of Authority: By signing below, you certify that (1) the Payee Representative signing this ACH Authorization has the authority to sign such ACH Authorization on behalf of the Payee and to bind the Payee to the ACH Authorization; and (2) the Payee Account is held in the name of the Payee and was established and is held for business purposes and not for personal, family or household purposes.

Signature: _____
Printed Name and Title: _____
Telephone Number: _____
Email Address: _____