



**Authorization Agreement For Electronic Funds Transfer**

This authorization agreement is between Ben E. Keith Company, the “Company” and \_\_\_\_\_, the “Customer” and authorizes the Company to initiate debit or credit entries to Customer’s bank account and receive such funds in settlement of Customer’s obligations with the Company. Customer agrees and gives its approval to its bank or financial institution for Company to draft against Customer’s account(s), and said bank or financial institution may rely upon executed copy of this Agreement without any further authorization from Customer.

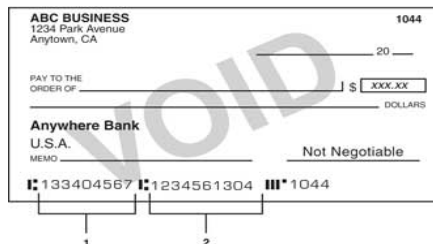
Customer represents to Company that the account is and, at all times during the term of this authority, maintained primarily for business, and not for personal, family, or household purposes. This authority is to remain in effect until one party gives written notice of termination to the other party. The attached Terms and Conditions are incorporated into this Agreement by reference and made a part hereof for all purposes.

**Customer Banking Information**

Bank Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 ABA Routing No: \_\_\_\_\_  
 Account No: \_\_\_\_\_

**Company Information**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 FEIN: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_



- 1 Bank Routing Number (requires 9 digits)
- 2 Bank Account Number (not to exceed 17 digits)

Please attach a VOIDED Accounts Payable Check

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Terms and Conditions**

These Terms and Conditions are incorporated into and are made a part of the attached Authorization Agreement for Electronic Funds Transfer (“Agreement”) by and between Ben E. Keith Company (“Company”) and the therein named Customer.

If Customer believes that there has been any error by Company in initiating debit or credit entries to Customer’s account, Customer agrees to notify Company in writing within fifteen (15) days of the date of the discovery of such error, describing the error in reasonable detail so as to allow Company to identify and correct such error. Customer agrees that any claim by Customer against Company shall in all cases be limited to the recovery of any amounts erroneously withdrawn from the Customer’s account. **IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, GOODWILL, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES), ARISING IN ANY WAY FROM OR IN CONNECTION WITH THIS AGREEMENT, THE NEGLIGENCE OR GROSS NEGLIGENCE OF COMPANY AND ANY ACTIONS OR INACTIONS OF COMPANY HEREUNDER, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.**

Customer agrees to defend, indemnify and hold Company harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, including reasonable attorneys’ costs and fees, arising out of or based on: (i) the failure of Customer to perform under this Agreement or a breach of any of the terms, representations, warranties or conditions of this Agreement to be performed; or (ii) any claims, demands or litigation arising with respect to any of the funds, bank account(s), or the interpretation of the terms of this Agreement involving Customer or any third party.

This Agreement is made in Fort Worth, Tarrant County, Texas and shall be governed by and construed under the laws of the State of Texas without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be maintained or prosecuted only in the State or Federal Courts sitting in Tarrant County, Texas. Customer consents and submits to the jurisdiction of such courts and agrees to accept service of process inside or outside the State of Texas in any manner to be submitted to any such court pursuant hereto. The Customer hereunder expressly waives all rights to trial by jury regarding any dispute arising under this Agreement. Should either party institute legal action under this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees, costs and related litigation expenses. The limitations period to file suit under this Agreement shall be two (2) years from the date the cause of action accrues and shall thereafter be forever barred.

By signing the first page of this Agreement, the person so signing hereby warrants and represents that the person(s) named therein occupy the position(s) set forth opposite their name(s) and signature(s). If Customer is a sole proprietor, any person other than the Customer named therein is hereby appointed as the Customer’s attorney-in fact for the purpose of exercising the powers granted by this Agreement and this power of attorney shall continue to be effective until such power is revoked in writing and delivered to Company.

There are no oral agreements between the parties hereto and the terms of this Agreement may only be modified in a writing signed by the parties.