



AUTHORIZATION for RECURRING DIRECT DEBIT PAYMENTS

In this Authorization for Direct Debit (ACH Debit) (this "Authorization"), "we" or "us" refers to M&T Bank. "You" refers to the person(s) signing the authorization below.

Plan your payment dates carefully. To ensure your payments are processed properly, you need to have enough funds in your account to cover the payment you want to make (1) business day before the transfer. For example, if you want your paycheck deposit to cover your payments, schedule automatic payments for one (1) business day after your paycheck deposit. Also consider the timing of other major expenses (like rent and insurance). If any payment due date falls on a weekend or holiday, the payment will be deducted on the next business day after the payment due date. Once automatic payments are in place, **we strongly discourage you from asking us to change the schedule for automatic payments to avoid confusion. We do not have to agree to change the payment due dates scheduled in your credit agreement.**

If there are insufficient funds in your bank account when we process a payment under this authorization, we may try to process the payment again up to two more times. If you need to stop a scheduled payment, you must notify our accounting department orally or in writing **at least three (3) business days before the scheduled date of the payment. Note: Stopping your automatic payment does not change the payment due date under your credit agreement or the fact that you still owe the scheduled payment. You will have to make other payment arrangements to avoid making your payment late. If we are unable to process your payment because of insufficient funds or because you stopped your payment as described in this paragraph, you understand that you still owe that payment. M&T Bank may, at its option, exercise the rights available to it based on your failure to make payments as agreed, pursuant to your credit agreement. M&T may also charge a returned item fee to your account in an amount that does not exceed the maximum amount permitted by law.**

You understand that banks and ACH operators such as NACHA are entitled to rely on account and bank numbers as given by you and that you will be liable for any losses incurred by any person if you have given the wrong account number for your account or the wrong bank number (encoded on the front of your check) for your bank (identified below), and if as a result the wrong person's account should be debited for your scheduled payment. You agree that you have checked the account number and the bank number with extraordinary care. You are responsible for the accuracy of those numbers, even though you may have attached a sample check to this Authorization. After your bank account has been charged you have the right to challenge any amount you believe has been erroneously debited to your account.

If you request a permanent change to this Authorization (should you change banks, accounts numbers, scheduled payment date, etc.), and we agree to your request, you will have to sign a new authorization agreement if we ask you to.

Payment To:

Account Type: Mortgage Loan ____ or HELOC ____ or Installment Loan ____ or Retail Installment Sale Contract Account
Account Number: _____ Amount to be transferred automatically \$ _____

Frequency: Weekly ____ or Bi-Weekly ____ or Semi-Monthly ____ or Monthly ____ (*This is a recurring payment.*)

"I understand the difference between Bi-Weekly and Semi-Monthly." Initial _____

Effective Date (1st Recurring debit) _____ Termination Date (final recurring debit) _____

From:

Account Type: Checking ____ Savings ____

Name of your Bank/Card _____ Name on Account _____ Bank Information:

Branch that you use (city) _____ State _____ ZIP _____

Routing Number _____ Account Number _____

Authorization:

If you provided your bank account information above, you: (i) authorize us to initiate recurring electronic fund transfers or use any other commercially accepted practice to withdraw the payments shown above from the bank account shown above, and (ii) acknowledge that the origination of ACH transactions to your account must comply with applicable law, including the federal Electronic Funds Transfer Act, and the Rules of the National Automated Clearing House Association. If you provided your debit card information above, you authorize us to charge your debit card account for the payments shown above on a recurring basis to the account shown above. You also authorize us to debit the bank account or charge the debit card account shown above for any other amounts due under the credit agreement identified above or any changes in the amounts and payments due because additional agreements between you and us that relate to that credit agreement.

This Authorization will remain in full force and effect until we receive a written notice from you of its termination in such time and manner as to allow us and others involved with the debits a reasonable opportunity to act upon your request. We may at any time and for any reason terminate this Authorization after giving you reasonable notice.

By signing below, you agree to the terms of this Authorization and represent that you have the necessary authority with respect to the bank account or debit card account identified above to authorize the debits, withdrawals, and charges specified in this Authorization.

Customer Signature: _____ Date: _____

Print Name: _____

All other payments, mail to:

**Retail Servicing
DE-MB38
M&T Bank
PO Box 900
Millsboro, DE 19966**

For assistance with this Authorization, please call: 1-800-724-2440