



We hereby accept the Terms and Conditions of Picasso Travel for ACH Payments listed below:

COMPANY (Name): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date of Signature: _____

Account Information

Company Name _____

Bank Name _____

Bank Address _____

Account Owner _____

ABA Number _____

Account Number _____

Terms and Conditions for ACH Payments

For Customers

COMPANY (as listed below) hereby authorizes All Continents Travel Inc. (hereinafter referred to as ACT) to cause payments to be made under any agreement between ACT and COMPANY by utilizing, at ACT's option, Automated Clearing House ("ACH") electronic funds transfer.

An ACH payment from the COMPANY to ACT shall be considered timely if the payment is completed in accordance with the statutory requirements of the State of California or as otherwise specified in the COMPANY's agreement with ACT. The ACH payment shall be deemed completed when the COMPANY's depository institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code, as enacted in the jurisdiction whose law governs this agreement. No ACH payment may be used by ACT to affect an accord and satisfaction without the Company's written consent thereto. The Customer Electronic Payment Information Form (Schedule A) is an integral part of this agreement.

COMPANY shall provide ACT written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to ACT Accounting Department via:

**All Continents Travel
Attn: The Accounting Department
999 S. Sepulveda Blvd. Suite 400
El Segundo, CA 90245**

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, ACT agrees to return any such payment to COMPANY, after COMPANY first provides information to ACT documenting any duplicate payment, overpayment,

fraudulent payment, or payment in error. Any return shall, at ACT's option, be made via ACH in accordance with the rules of the National Automated Clearinghouse Association, or by check.

COMPANY shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which the ACT's depository Institution shall have accepted the payment order, except that ACT shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by ACT herein, or any subsequent changes thereto. Any other loss shall be borne by COMPANY, except to the extent that such loss arises by reason of the negligence or willful misconduct of ACT. In the event that timely payment initiated by COMPANY has not been received by ACT by the due date thereof because of failure or delay by the funds transfer system or rejected by the ACT's bank, COMPANY shall pay ACT as soon as practicable after such failure or delay is discovered and COMPANY shall not be in breach of such business agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate his or her acceptance of these Terms and Conditions upon 30 days' notice to the other, but these Terms and Conditions shall remain in effect as to all fund transfers that have been initiated by ACT and not canceled prior to termination hereof. COMPANY is aware that giving notice to terminate his or her acceptance of these Terms and Conditions may affect their contractual relationship with ACT.

In the event of any inconsistency between these Terms and Conditions and any other Business Agreement addressing the subject matter of this Agreement, these Terms and Conditions shall control.

These Terms and Conditions are governed by and interpreted in accordance with the laws of the State of California.