



## ELECTRONIC PAYMENT AGREEMENT AND AUTHORIZATION FORM

\_\_\_\_\_ ("Company") sells goods and/or services to EVERGY, INC. and/or one or more of its subsidiaries (herein collectively called EVERGY). EVERGY desires the flexibility to make payments for such goods and/or services by electronic funds transfers through the Automated Clearing House (ACH) system, and Company agrees to grant such flexibility. Therefore, Company (1) authorizes EVERGY to make payment for goods and services via ACH, and (2) certifies that it has selected the depository institution listed below.

### **REMITTANCE CONTACT INFORMATION:**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email of the individual or department to receive electronic remittance advices **(Group emails preferred)**

\_\_\_\_\_

### **BANK ACCOUNT INFORMATION:**

Bank Name \_\_\_\_\_

Routing number \_\_\_\_\_

Account number \_\_\_\_\_

Account type (please choose one)       Demand Account       Savings Account

Company will give thirty (30) days advance notice in writing to EVERGY of any changes in its depository institution or other payment instructions. When properly executed, the Authorization will become effective ten (10) business days after its receipt by EVERGY. The attached Terms and Conditions for Electronic Payment Transfer are incorporated herein and a part of this agreement.

**PLEASE ATTACH A VOIDED CHECK IF AVAILABLE.**

(This is used to verify account and routing numbers)



### **Terms and Conditions for Electronic Payment Transfers**

Your company agrees to accept payment from Evergy, Inc. and/or one of more of its subsidiaries (collectively "Evergy") by electronic funds transfer ("EFT") and further agrees that the information supplied to Evergy on this enrollment form is true, complete and accurate. The following terms and conditions are incorporated into and amend any and all existing agreements with Evergy relating to electronic payment. Should any of the terms and conditions contained herein conflict with terms or conditions contained in other agreements between your company and Evergy relating to electronic payment, the terms of this agreement shall be controlling.

Evergy will initiate payment to you based on the following:

1. The electronic funds transfer will be made to the financial institution and account number listed on this enrollment form.
2. Payments will be made in accordance with and be governed by the National Automated Clearinghouse Association's rules and regulations. Our process is governed by and in accordance with the laws, other than choice of law provision of any particular contract of Kansas and Missouri.
3. The information you provide on the form is very important. You understand, that any change in the information must be communicated by an authorized officer of your company, in writing, to Evergy in time to allow Evergy to respond to the change. Evergy shall be held harmless from any loss that may arise solely by reason of error, mistake or fraud regarding the information you have provided.
4. Payment is initiated within the normal terms of our commercial agreement with you. Except as noted above: in the case of conflicting terms, Evergy's EFT terms and conditions neither modify, enlarge, nor diminish, the respective rights and obligations between us, within any applicable commercial agreement. The payment due date is not affected. Evergy will consider payment made when your financial institution has received or has control of the payment transaction.
5. Evergy has the right to adjust future payments if payments already made are found to be duplicates, in excess of requirements, fraudulently induced, or in error.
6. Evergy is responsible for payment up to the point where your financial institution receives or has control of the transaction. You assume responsibility for making arrangements with your financial institution to notify you upon receipt of payment. Any loss of data at that point will be borne by you unless the loss is due to the sole negligence of Evergy or its originating bank. You should notify Evergy immediately if payment is not received when due. Evergy will immediately research payment and make any necessary corrections within 10 business days of such notification.
7. Either party can terminate EFT provided that notification of intent to terminate is in writing, and that both parties agree on the termination date. Otherwise, Evergy will continue to make electronic payment to you as specified.