

**EXHIBIT B**  
**AGREEMENT FOR AUTOMATED CLEARING HOUSE PAYMENTS (DIRECT DEPOSIT)**  
**North Carolina Housing Finance Agency Homeowner Assistance Funds**

PAYEE INFORMATION			
<b>Name</b>			
<b>Address</b>			
<b>Telephone Number</b>		<b>FEIN/SSN</b>	
<b>E-mail Address</b>			
<b>Signature</b>		<b>Date</b>	
The Payee named above represents that it accepts the terms and conditions contained in this Agreement and authorizes IEM to initiate credits to the financial institution indicated in this Agreement and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the account.			
TYPE OF REQUEST			
<input type="checkbox"/> New Enrollment to Initiate Payment through ACH Transfer		<input type="checkbox"/> Change Financial Institution	
<input type="checkbox"/> Stop Payment through ACH Transfer		<input type="checkbox"/> Change Account Number	
<b>**IF CHANGING FINANCIAL INSTITUTION OR ACCOUNT NUMBER, PLEASE PROVIDE FORMER ACCOUNT INFORMATION FOR VERIFICATION**</b>			
FINANCIAL INSTITUTION INFORMATION			
<b>Name</b>			
<b>Address</b>			
<b>Telephone Number</b>			
<b>Account Number</b>		<b>Routing Number</b>	
<b>**PLEASE INCLUDE A VOIDED CHECK WITH THIS FORM**</b>			

This Agreement for Automated Clearing House ("ACH") Payments ("Agreement") sets forth the terms and conditions pursuant to which Innovative Emergency Management, Inc. ("IEM"), a Louisiana corporation with a place of business at 2801 Slater Road, Suite 200, Morrisville, North Carolina, 27560-8477 agrees to make payments through ACH transfer to the Payee named above ("Payee"). IEM will initiate payment through ACH transfer to the Payee as follows:

1. The ACH transfer will be made only to the financial institution and account number indicated on this form and IEM will rely on said information. The Payee acknowledges that any change in the information must be communicated to IEM in writing at least seven calendar days prior to the effective date of the change. IEM is not responsible for any loss that may arise by reason of mistake or fraud in connection with this information. The Payee is responsible for any loss that may arise due to IEM's reliance.
2. This Agreement will neither enlarge nor diminish the respective rights and obligations of any other agreement.
3. IEM has the right to adjust future payments if payments previously made to the Payee are found to be duplicative, in excess of requirements, fraudulent, or in error. In the event IEM is unable to adjust payments as set forth in this Agreement, and there is a duplicate payment, overpayment, fraudulent payment, or payment made in error, upon IEM's request, the Payee will promptly cause the return of funds to IEM at its designated originating financial institution.
4. IEM is responsible for the payment up to the point when the Payee's financial institution is in control of the transaction. Thereafter, all losses will be borne by the Payee and IEM will have no liability whatsoever. The electronic payments will be deemed made at such time as the Payee's financial institution has control of the transaction.
5. In the event that payment is not received by the Payee, the Payee must notify IEM immediately in writing and IEM will have a reasonable period of time in which to make payment. The Payee agrees not to pursue any rights or remedies for default against IEM under any agreement.
6. This Agreement is perpetual and may be terminated by either party by providing the other party with 30 days' advance notice in writing. This Agreement may be terminated immediately if IEM determines or suspects that the information provided in this Agreement is inaccurate, fraudulent, or is being used for illegal purposes.
7. IN NO EVENT WILL IEM OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE PAYEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT THE PAYEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
8. This Agreement, together with any other documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
9. Each party will deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving party may designate from time to time). Each party will deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving party and if the party giving the Notice has complied with the requirements of this Section.