

**ELECTRONIC BANKRUPTCY NOTICING**  
**Trading Partner Agreement**  
**NATIONAL CREDITOR REGISTRATION SERVICE**  
**(for use with EDI formatted notices)**

**This Agreement, by and between U.S. Bankruptcy Courts participating in the National Creditor Registration Service ("Sender") and [Subscriber] ("Receiver"),** for the purpose of providing general procedures and policies to be followed by the Sender and Receiver ("Parties") when using electronic data interchange ("EDI") for transmitting and receiving documents, is the written request referred to in Rule 9036, Federal Rules of Bankruptcy Procedure (Fed. R. Bank. P.).

WHEREAS, Rule 9036, Fed. R. Bank. P., authorizes the clerk or other party as directed by the court to send notices to creditors and interested parties, previously transmitted by mail, by electronic transmission, including all or part of the information required to be contained in such notices; and

WHEREAS, the Parties desire to facilitate noticing and Receiver's data entry in all bankruptcy cases in this District by electronically transmitting and receiving data in agreed formats instead of conventional paper notice by mail and to assure that the notice requirements of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure are met through the use of available electronic technologies for the mutual benefit of the parties;

THEREFORE, the Parties agree as follows:

**SCOPE** This Agreement provides for the electronic transmission in accordance with the provisions of this Agreement, including the two Exhibits attached hereto and incorporated by reference, of the information required to be contained in specific bankruptcy notices.

**AUTHORIZATIONS** For those bankruptcy notices referenced in Exhibit 1

(Bankruptcy Notices), Receiver authorizes Sender to satisfy its noticing obligations to Receiver, in accordance with Rule 9036, Fed. R. Bank. P., by making data files electronically available to Receiver in accordance with this Agreement. For those data files made available electronically, Receiver waives all rights to receive the standard "boiler-plate" text of notices referred to in the Exhibit 1 and to receive written notice by mail.

The Receiver will submit a list with this Agreement, as Exhibit 2 (Standard Name and Postal Service Address, Standard Electronic Address, Synonyms for Name and Postal Service Addresses), of the common synonyms for Receiver's name and the specific electronic and postal service addresses in accordance with Rule 2002(g), Fed. R. Bank. P. to which notices are to be directed in accordance with this Agreement. **If the Receiver wishes to include names for a subsidiary or company brand name a separate Evidence of Authority Form must be submitted.** Receiver acknowledges and agrees to the Technical Specifications set forth in the Implementation Convention for the Accredited Standards Committee X12 electronic data interchange version 3060 transaction set 175 Bankruptcy Court Notice.

Sender will make all reasonable efforts to transmit notices intended for Receiver electronically, however, Sender does not warrant that all notices it is required to send to Receiver will be transmitted electronically. All notices Sender does not transmit electronically will be sent to Receiver by standard First Class mail service.

**THIRD-PARTY SERVICES** Data files will be transmitted electronically to the Receiver by transmission to the Collection Point (CP) maintained by the Defense Logistics Agency (DLA) Defense Automatic Addressing System Center (DAASC) for transmission to Receiver as a value added network (VAN) or for pick up by another VAN service provider of the Receiver's choice. If not using DAASC for VAN services, the Receiver will contract for VAN

service which is compatible with the DAASC CP service used by the Sender and will pay the costs for the VAN service.

**CONFIRMATIONS AND ACKNOWLEDGMENTS** The Receiver agrees its VAN service provider will be its agent for confirmation. The VAN will confirm that it has received and delivered transmission into Receiver's mailbox by returning a confirmation to the CP, either in proprietary format or using the ASC X12 242 Data Status Tracking transaction. Sender's non-receipt of confirmation within two (2) hours of transmission to the CP will be considered to be System Failure (see below).

**SYSTEM FAILURE** In case of failure of the electronic noticing system for any reason, the Sender will provide paper notice to the Receiver.

**TRANSACTION SECURITY** Each party shall use due care and diligence to capture, transmit and maintain all electronic data with the same level of security used for conventional paper notices.

**REDUNDANT OPERATION FOR EDI** For a limited initial period, the Sender will provide paper notification in addition to notices sent via EDI transmission. The Sender will terminate redundant operation when it determines that a sufficient period of electronic transmission has been provided to permit effective capture of data. Redundant operation will terminate no later than three months from the first day of EDI usage, but Receiver may request that redundant operation terminate sooner. Receiver may request in writing for an extension of redundant operation, not to exceed six months from the first day of EDI usage. Sender will consider the request and determine whether an extension is warranted.

**SUPPLEMENTAL NOTIFICATION** EDI is only available for certain

court notice types. See [ebn.uscourts.gov](http://ebn.uscourts.gov) for notice types that can be sent via EDI. Specify below how you would like to receive notices that cannot be sent via EDI:

**1. Email**

Recipients are able to retrieve their notices through a hyperlink by email. Receiving the notices by Email Link limits the size of emails so that such emails do not overload in-boxes.

Specify Email Address for Notice Delivery: \_\_\_\_\_

Please select a delivery option:

**Email Link Option 1**

One email contains a link to a single PDF file. The PDF file contains multiple notices (e.g., 20 notices in one PDF file). This option is the default if no option is selected.

**Email Link Option 2**

An email contains one link to a PDF file for each notice (e.g., 20 notices are sent as 20 emails, each email with one link).

**Email Link Option 3**

An email contains multiple links to PDF files. Each link contains one notice (e.g., 20 notices have 20 individual links).

**Redundant Operation for Email**

During the first 30 days of email usage, Sender will mail paper copies of notices so that Receiver can confirm the process is working properly. Redundant operation will terminate 30 days from the first day of email usage, not the date of your first emailed notice. Receiver may request that redundant mode end sooner than 30 days.

**2. Paper**

Notices will be sent via U.S. Mail.

**TERMINATION** Either Party may terminate this Agreement on thirty (30) days notice to the other Party.

**MISCELLANEOUS**

1. **SEVERABILITY:** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the limited extent of such determination, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions, unless their invalidity or enforceability are so critical to this Agreement as to make it unreasonable to proceed in their absence.

2. **ENTIRE AGREEMENT:** This Agreement constitutes the full and complete agreement between the Parties relating to the matters specified in this Agreement and supersedes all prior representations and agreements, whether oral or written, with respect to such matters. This does not include the agreement(s) either party may have with service providers referred to in this Agreement. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. This Agreement is provided by the U.S. Bankruptcy Courts and may not be altered or changed in any manner.

3. **LIMITATION OF DAMAGES:** Neither Party shall be liable to the other for any actual, special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any data pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

4. **AUTHORITY OF SIGNATORY:** Under penalty of perjury, I the undersigned affirm I am an authorized officer of the named subscriber company or corporation and I am duly authorized to enter into this electronic noticing agreement on behalf of the named subscriber company or corporation and all company synonym names and addresses included in Exhibit 2 of

this agreement; and I affirm that bankruptcy notices for the company names and addresses provided in Exhibit 2 should be directed to the named subscriber company. I understand that no legal relationship is created between the entity to receive bankruptcy notices herein and the BNC by this election or submission of this form and that the BNC bears no liability for errors resulting from the information submitted herein. **I understand I have a duty to inform the BNC should the subscriber no longer be the legal recipient of the bankruptcy notices for any of the names and addresses submitted in Exhibit 2.**

Subscriber: (Company Name)			
Name:			
Title:			
Signature:		Date:	
Phone:			

Please email, mail, or fax the signed form to the Bankruptcy Noticing Center at:  
 BAE SYSTEMS - Attention BNC Dept.  
 2525 Network Place  
 Herndon, VA 20171-3514  
 Email: ebn@baesystems.com  
 Fax: (703) 563-7508  
 For additional information, you may call the toll free help line at 1-877-837-3424.

**TRADING PARTNER AGREEMENT  
LIST OF EXHIBITS**

Exhibit 1 Bankruptcy Notices (see Authorizations)

Exhibit 2 Standard Name and Postal Service Address, Standard Electronic Address, Synonyms for Name and Postal Service Addresses (see Authorizations)

**EXHIBIT 1**  
**BANKRUPTCY NOTICES**  
**NATIONAL CREDITOR REGISTRATION SERVICE**

The list of notices supported by the U.S. Bankruptcy Courts that participate in the National Creditor Registration Service (NCRS) is available at [ebn.uscourts.gov](http://ebn.uscourts.gov). By submitting this agreement, the Subscriber, acknowledges that this list has been reviewed and understands that supported forms will be periodically updated by the Courts. Courts may add notices to this list or may update the format of notices from time to time. A listing of recent form updates will be maintained at [ebn.uscourts.gov](http://ebn.uscourts.gov). These changes are not under the Notification provision of this Agreement.

## **EXHIBIT 2**

### **STANDARD NAME AND POSTAL SERVICE ADDRESS, STANDARD ELECTRONIC ADDRESS, SYNONYMS FOR NAME AND POSTAL SERVICE ADDRESSES**

The Subscriber may add to, subtract from or otherwise modify this list from time to time.

The changes shall be sent to the Bankruptcy Noticing Center (BNC). The changes will be incorporated within five business days of receipt by the BNC.