

CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT



CLIENT NAME _____ BRANCH _____ CO. CODE _____

By signing below (including an electronic signature in the case of an Internet user), CLIENT agrees to one of the debit methods listed below for the collection of one or more of the following: (1) payroll tax obligations related to ADP's Tax Filing Services, (2) payroll obligations related to ADP's Total Pay, FSDD and/or ADPCheck Services, (3) applicable deferrals of compensation, participant loan repayment and employer matching or other contributions under any Plan (if CLIENT receives 401(k) Services) and/or (4) amounts for the applicable fees for the ADP Services. Such debits will be initiated by ADP, Inc. ("ADP") out of CLIENT's applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK").

DEBIT METHOD (Check applicable box) The ACH method will be used to collect all service fees.

☐ ACH or PRE-AUTHORIZED DRAFT

BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. **Note: Client electing ACH or PRE-AUTHORIZED DRAFT may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH or PRE-AUTHORIZED DRAFT. Such dollar limit shall be determined by ADP in its sole discretion.**

☐ REVERSE WIRE (Over ACH Dollar Limit)

In the event a single impound exceeds the established threshold for ACH processing, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA Account in accordance with the Reverse Wire provisions on the back of this Agreement.

BANK INFORMATION: (US Banks Only)

*(FSDD & ADPCheck funds must be debited from the same account)

<input type="checkbox"/> Payroll Taxes	<input type="checkbox"/> Fees for Services	<input type="checkbox"/> TotalPay	<input type="checkbox"/> FSDD*	<input type="checkbox"/> ADPCheck*	<input type="checkbox"/> Other _____
Bank Transit/ABA #			Bank Account (DDA) #		
Bank Name					
Bank Address					

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, OR TOTALPAY IS INDICATED ABOVE:

Est. No. of Employees:	Est. Net Payroll:	FSDD Start Date:	ADPCheck Start Date:	Federal ID#
ADPCheck Partner Bank			State (Primary State in Which checks Will be Cashed):	

For payments from Client's bank account (including ACH debit entries), ADP may initiate debit entries to Client's checking account or other account indicated above. Client acknowledges that the origination of ACH transactions to or from Client's account(s) must comply with the provisions of U.S. law.

<p>1. Authorization. Client hereby authorizes ADP to obtain payment of amounts for the Services and other account charges by debiting Client's checking account or other account referenced above. The amounts of such payments shall be the amounts set forth on statements provided to or made available to Client by ADP (unless Client and ADP otherwise agree). This authorization will remain in effect so long as Client is an ADP client and this authorization has not been terminated.</p> <p>2. Billing ADP may debit CLIENT's checking or other account after ADP issues a statement to CLIENT, or as otherwise agreed upon, and at such other times as CLIENT may deem appropriate in connection with ADP's performance of the Services. Until ADP notifies CLIENT that payment will be made pursuant to this Agreement, CLIENT must continue to make payments by other means. ADP may obtain payments based on its estimates of the necessary funds, the statements it prepares, and by other means ADP deems appropriate. ADP's only responsibility is to correct an error after CLIENT notifies ADP of an error in the CLIENT's statements.</p>	<p>3. Termination. To revoke this authorization, Client must notify ADP in writing at the following address at least ten days in advance of the time when the next succeeding payment from Client is due:</p> <p>ADP Payroll 5800 Windward Parkway MS # MSB 301 Alpharetta, GA 30005</p> <p>CLIENT understands that ADP reserves the right to terminate this Agreement without notice. CLIENT may revoke this authorization only by notifying ADP in the manner specified above.</p>
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In consideration of BANK's compliance with this authorization, CLIENT agrees that BANK's treatment of any charge, and BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, BANK shall be under no liability whatsoever. **In addition, CLIENT authorizes ADP to credit the DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.**

In the event of any conflict between the terms and conditions of this Agreement and the ADP terms and conditions accepted by Client in a separate writing, this Agreement shall control.

This authorization shall remain in effect unless and until revoked in writing by CLIENT or an authorized representative of CLIENT, and until BANK and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature: _____

Date: _____

CLIENT Representative Name & Title: _____

ACH or PRE-AUTHORIZED DRAFT

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, FSDD and/or ADPCheck Services), (iii) applicable deferrals of compensation, participant loan repayments and employer matching or other contributions ("Plan Deposits") under any Plan (if CLIENT receives ADP's 401(k) Services), and (iv) ADP's fees for such Services must be on deposit in the applicable DDA Account no later than 6:00 a.m. PST (a) one banking day prior to the pay date for the applicable payroll (in the case of the Tax Filing Services, 401(k) Services, TotalPay Services, FSDD Services, and/or ADPCheck Services), (b) one banking day prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (c) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such services are rendered (in the case of ADP's Services Fees). ADP will initiate a transfer of such funds out of such DDA Account on such date.

DIRECT WIRE FOR EXCEPTION PROCESSING

(Under certain conditions, CLIENT may be required to wire transfer funds to ADP prior to ADP disbursing funds to a third party).

CLIENT agrees to wire transfer to ADP funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, FSDD and/or ADPCheck Services), (iii) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), (iv) CLIENT's applicable deferrals of compensation, participant loan repayments and employer matching or other contributions ("Plan Deposits") under any Plan (if CLIENT receives ADP's 401(k) Services), and (v) ADP's fees for such Services. Such wire transfers must be completed no later than 8:00 a.m. PST (a) one banking date prior to the pay date for the applicable payroll (in the case of the Tax Filing Services and/or 401(k) Services), (b) two banking days prior to the pay date for the applicable payroll (in the case of the TotalPay Services, FSDD Services, and/or ADPCheck Services), (c) two banking days prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (d) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such Services are rendered (in the case of ADP's Services Fees). All funds are to be wire transferred by CLIENT as instructed by ADP to one of the accounts located at the banks listed on the table below (unless and until changed by notice from ADP).

In consideration for the additional costs incurred by ADP in providing wire transfer service, CLIENT agrees to pay a reasonable fee (currently \$10.00) for each wire transfer.

TotalPay

FSDD, ADPCheck, WGPS

BANK	ABA	DDA	DESCRIPTION
JP Morgan Chase	021000021	323269036	Reverse Wire Impound
JP Morgan Chase	021000021	323375847	Direct Wire
Deutsche Bank	021001033	00416217	Reverse Wire Impound
Deutsche Bank	021001033	00412283	Direct Wire

Tax

BANK	ABA	DDA	DESCRIPTION
JP Morgan Chase	021000021	9102628675	Reverse Wire Impound
Deutsche Bank	021001033	00153170	Direct Wire

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Services Fees.