

EIN: _____

Client Legal Name: _____

Sales Representative: _____

Congratulations on your decision to partner with Payroll Resources!

Per Pay Period Fee: \$ _____

Services:

- | | | | | |
|---|---|---|---|---|
| <input type="checkbox"/> Omni Account | <input type="checkbox"/> GL Report | <input type="checkbox"/> 401(k) Electronic File | <input type="checkbox"/> Direct Deposit* | Tax Service Level: |
| <input type="checkbox"/> Agency Checks | <input type="checkbox"/> WC Report* | <input type="checkbox"/> 401(k) Report | <input type="checkbox"/> Signed Checks | <input type="checkbox"/> Full |
| <input type="checkbox"/> Split Packing | <input type="checkbox"/> Labor Distribution | <input type="checkbox"/> S125 POP | <input type="checkbox"/> Stuffed & Sealed | <input type="checkbox"/> Notices and Checks |
| <input type="checkbox"/> Vac/Sick Accruals* | | <input type="checkbox"/> S125 FSA | <input type="checkbox"/> S125 HSA | <input type="checkbox"/> Notices only |

*Additional information needed in order to provide report

- NO Prior Wages Prior Quarter Wages

Billing:

- Electronic Debit

 initial

Limit of Liability

- A. In the event of an error or omission in the Services provided to the Client. Payroll Resources, LLC (PR) shall correct such omission or error, provided Client promptly advises PR of such omission or error.
- B. PR's liability to client or any third party for claims, arising out of errors, omissions, interruption or delay of the Services, shall be to use all reasonable efforts to furnish a correct report, a correct paycheck, the correct data as the case may be, to correct the files and/or resume such Services as promptly as reasonably practical under the circumstances.
- C. PR shall not be liable or deemed to be in default for (a) any delay or failure to perform or for interruption in Services resulting, directly or indirectly, from any cause beyond PR's reasonable control or (b) any act, failure to act, negligence or bad faith, or the insolvency of, any financial institution or clearing house.
- D. PR shall not be liable for any damages to Client arising from any decision to refrain from or delay in originating debit/credit entries in connection with Client's payroll (a) due to Client's creditworthiness or (b) because PR or it's authorized vendor has not received timely funds from Client as required.

Client Responsibility

- Conversion** Client shall provide all items required for activation for each of the various Services as specified.
- Review** Client shall review all payroll reports to verify accuracy and notify PR of any inaccuracies.
- Refunds** Any refund due to client shall be contingent on verification that sufficient funds were originally received by PR from Client's bank account to cover any and all relevant amounts due, transferred or paid by PR.
- Funds Availability** Client shall have the required amounts to cover all payroll transactions. If funds are insufficient or uncollectible for any reason resulting in an NSF, client shall be assessed NSF fees by PR in accordance with the fees charged to it by its vendor and be subject to immediate cancellation of PR electronic services.

Laws and Governmental Regulations

- A. Client shall be responsible (a) for compliance with all laws and governmental regulations affecting it's business and (b) for any use it may make of the Services to assist it in complying with such laws and governmental regulations.
- B. While PR shall not have any responsibilities for Client's compliance with the laws and regulations referred to above (other than PR responsibilities as they relate to Tax Filing Services), PR agrees to use its best efforts to cause the applicable Services to be designed in such a manner that they will be able to assist Client in complying with its applicable legal and regulatory responsibilities; in no event shall Client rely solely on its use of the Services in complying with any laws and governmental regulations.
- C. This Agreement shall not be assigned by Client without written consent of PR, and any attempt to assign any rights, duties or obligations which arise under this Agreement without such consent will be void.
- D. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this or any other Agreement entered into between the Client and PR. This agreement in conjunction with other agreements entered into by the Client and PR contain the entire agreement of PR and Client with respect to its subject matter and supersedes all oral, written or other communications between them.
- E. Client acknowledges, confirms and agrees that other than PR obligations to Client hereunder, PR has no obligation to any third party, (including but not limited to Client's employees, customers and or any taxing authorities) by virtue of the agreement

Termination

This agreement may be terminated by either party with written notice. Client may terminate this agreement for the above designated Payroll Services at any time by contacting PR at (860) 657-2937. If done so within the first thirty days of service, all processing fees will be refunded to Client. Upon termination, any funds being held in trust shall be immediately refunded to Client.

Direct Deposit Authorization

Client hereby authorizes PR and its ACH vendor to initiate ACH debit entry(s) from its designated depository account for employee direct deposit, employment taxes and service charges. Client acknowledges its responsibility under the Automated Clearing House Association Rules as "Originators". Responsibilities include (1) obtaining accurate authorizations from employees for direct deposit purposes; (2) supplying accurate client account information for the settlement of payroll entries; (3) understanding in the event of an inconsistency between an employee's account name and account number, entries will be posted based on the account number. In the event an employee is not paid, the company indemnifies all ACH parties from any related losses; and (4) assuming responsibility for settlement of all entries against their account including adjustments. This authorization is to remain in full force and effect until PR has received written notification from Client of termination at such time and in such manner to afford PR a reasonable opportunity to act on it.

Authorized Officer's Signature

Date