



ELECTRONIC FUNDS TRANSFER AGREEMENT

Tax Payment and Filing Service Agreement

Payroll Service Solutions (PSS) agrees upon acceptance of this contract, it will (a) collect from Client, hold in its Account, and make authorized deposits on or before the statutory deadlines, the required Federal, State, and Local payroll tax amounts; (b) prepare and file all required Federal, State, and Local payroll tax forms and reports. PSS accepts responsibility only for interest charges and/or penalties, which result in the negligence of PSS. PSS does not accept responsibility for failure to make deposits or filings if it is not provided with adequate or timely information or sufficient funds.

RESPONSIBILITIES OF CLIENT:

Client agrees to provide PSS with complete and accurate payroll information. Client also agrees to immediately provide PSS with all correspondence and/or notices received from any Federal, State, or Local agency with respect to any tax return or deposit made by PSS.

In order to make the necessary payroll tax deposits and to collect its Service Fee and other charges, Client agrees that PSS may debit a Demand Deposit Account (DDA) established at _____ Bank (Bank). To ensure that accurate and prompt payments will be made, Client agrees to maintain a sufficient balance in the above referenced account on each processing date to cover liabilities for all current and/or past due payroll taxes; PSS Service Fee; and Non-Sufficient Funds Charges; and fee for processing payroll. If the bank, upon Client's instructions or otherwise, refuses to honor any Depository Transfer Check, PSS will assess a Non-Sufficient Fund Charge of \$50.00, and reserves the right to immediately terminate this Agreement without written notice. If PSS terminates this Agreement because of a dishonored check, PSS shall not be responsible for making that or any further payroll deposits or filings.

SERVICE CHARGE:

Client agrees to pay PSS per the price scheduled for services described above. As additional consideration, the Client agrees to assign to PSS any benefits derived on the funds in the Account.

LENGTH OF AGREEMENT:

This Agreement will have an initial term of three (3) calendar months from the date accepted by PSS. Thereafter, it will continue until terminated by Client or PSS. Either party may terminate this Agreement by giving the other party thirty (30) days notice, in writing, of its election to terminate.

INFORMATION AUTHORIZATION:

Client hereby agrees to forward all Federal, State, and Local tax authorities to deliver tax forms, documents and other related information to PSS. PSS is hereby given full authorization to represent and submit records on behalf of Client before Federal, State, and Local jurisdiction's tax office with respect to payroll taxes.

RELATIONSHIP:

This Agreement establishes an independent contractor relationship only, by which PSS will perform the payroll tax services described in this Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, or master/servant relationship.

ATTORNEYS' FEES AND COSTS:

In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and costs incurred in litigating, arbitrating or otherwise settling or resolving such dispute whether an action is brought or prosecuted to judgment.

CHX-ONUS SERVICE AGREEMENT

PSS agrees that upon its acceptance of this Agreement, it will collect from Client, hold in its Account, and have available the net payroll amount per employee, per payroll processed by PSS. PSS does not accept RESPONSIBILITY for failure to make net payroll if it is not provided with sufficient funds.

RESPONSIBILITIES OF CLIENT:

Client agrees to provide PSS with complete and accurate payroll information three (3) days prior to the check date. In order to make the necessary payroll checks for each payroll that PSS processes for you, Client agrees that PSS may debit a Demand Deposit Account (DDA) established at _____ Bank. To ensure that accurate and prompt payments will be made, Client agrees to maintain a sufficient balance in the above referenced Account on each processing day to cover liabilities. If the Bank, upon Client's instructions or otherwise, refuses to honor any Depository Transfer Check, PSS will assess a NSF charge of \$50.00, and reserves the right to immediately terminate this Agreement without written notice. If PSS terminates this Agreement because of a dishonored check, PSS shall not be responsible for making that or any future payroll deposits. In the event that a check is lost or stolen, Client must immediately notify PSS. Fees for the Stop Payment of any check will be charged to the Client.

LENGTH OF AGREEMENT:

This Agreement will have an initial term of three (3) calendar months from the date accepted by PSS. Thereafter, it will continue until terminated by Client or PSS. Either party may terminate this Agreement by giving the other party thirty (30) days notice, in writing, of its election to terminate.

RELATIONSHIP:

This Agreement establishes an independent contractor relationship only, by which PSS will perform the payroll CHX-ONUS services described in this Agreement. It is not intended as, and shall not be construed to establish, a partnership, joint venture, or master/servant relationship.

ATTORNEYS' FEES AND COSTS:

In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and costs incurred in litigating, arbitrating or otherwise settling or resolving such dispute whether an action is brought or prosecuted to judgment.

DIRECT DEPOSIT AUTHORIZATION AGREEMENT

PSS agrees that upon its acceptance of this Agreement, it will collect from Client, hold in its Account, and deposit on demand the appropriate amount per employee. PSS does not accept RESPONSIBILITY for failure to make deposits if it is not provided with timely or adequate information or sufficient funds.

RESPONSIBILITIES OF CLIENT:

Client agrees to provide PSS with complete and accurate payroll information on or before _____ at 12:00pm for a subsequent _____ payday, unless one of the days is a bank holiday, then payroll information must be submitted one day earlier. Client agrees that PSS may debit a Demand Deposit Account (DDA) established at _____ Bank in order to make the necessary deposits and to collect its Service Fee and other charges. In order for prompt and accurate payments to be made, Client agrees to maintain a sufficient balance in this Account on each processing day (_____) to cover NSF charges; and payroll processing fee. If the bank, upon Client's instructions or otherwise, refuses to honor and Depository Transfer Check, PSS will assess an NSF charge of \$50.00, and reserves the right to immediately terminate this Agreement without written notice. If PSS terminates this Agreement because of a dishonored check, PSS shall not be responsible for making that or any further payroll deposits.

SERVICE CHARGE:

Client agrees to pay PSS per the price scheduled for services described. As additional consideration, the Client agrees to assign PSS any benefits derived on the funds in the Account.

LENGTH OF AGREEMENT:

This Agreement will have an initial term of three (3) calendar months from the date accepted by PSS. Thereafter, it will continue until terminated by Client or PSS. Either party may terminate this Agreement by giving the other party thirty (30) days notice, in writing, of its election to terminate.

RELATIONSHIP:

This Agreement establishes an independent contractor relationship only, by which PSS will perform the payroll DIRECT DEPOSIT services described in this Agreement. It is not intended as, and shall not be construed to establish, a partnership, joint venture, or master/servant relationship.

ATTORNEYS' FEES AND COSTS:

In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and costs incurred in litigating, arbitrating or otherwise settling or resolving such dispute whether an action is brought or prosecuted to judgment.

ELECTRONIC PAYMENT INVOICING

I hereby authorize my bank to accept debits for PSS' processing fees. The collection of PSS' fees will be initiated for each invoice on the payroll processing day. Client understands that funds for all invoices for the applicable pay period will be on deposit in CLIENT'S bank account in collectable form and in sufficient amount on the day the charge is initiated. Failure to have the funds available at appropriate time will result in PSS taking whatever action is deemed necessary and consistent with any Agreement with the CLIENT. This authorization shall remain in effect until revoked, in writing to PSS, by CLIENT. If the Bank, upon Client's instructions or otherwise, refuses to honor any Depository Transfer Check, PSS will assess a NSF charge of \$50.00, and reserves the right to immediately terminate this Agreement without written notice.

AGREED AND ACCEPTED:

Company Name

Accepted By:

Name (Type Name): _____

Authorized Signature: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Payroll Service Solutions

Accepted By:

Name _____

Signature _____

Date _____