



1005 NW Galveston Ave, Ste 210
Bend, OR 97701
(541) 317-0100

Automated Clearing House Authorization

COMPANY _____ CLIENT # _____
ADDRESS _____ CONTACT _____
CITY _____ DATE _____
STATE _____ ZIP _____ W/E _____
PHONE _____ PAYDAY _____

ACKNOWLEDGEMENT: As a Precisely Payroll Inc. (PPI) participating in the Direct Deposit Service, I understand that my payroll reporting time cannot be any later than 10 A.M. two banking days before my check date. Reporting payroll after this time will affect the availability of my employees' payroll funds on the check date.

REPORTING DAY/TIME: _____

TERMS OF AGREEMENT: Initiation of the Direct Deposit Services is contingent upon approval of the Client's credit. When approved, PPI's performance of its service under this Agreement shall begin upon the initiation date and shall continue until terminated upon 30 day written notice by either party or until terminated as otherwise provided for by the Agreement.

SERVICE TO BE PERFORMED: In addition to the services PPI provides to the Client as a Payroll Service client, Client hereby employs PPI to process Direct Deposit payroll in compliance with Automated Clearing House regulations. Two days prior to the Client's payroll check date, PPI is authorized to draw from the Client's bank accounts as specified by the client, such amounts as are necessary to pay its employees. Such amounts are to be held in an account established by PPI until the check date when funds availability are due to the employee(s).

CLIENT'S RESPONSIBILITY: The Client agrees to accept the following obligations and responsibilities:
1. To execute all necessary documents so that PPI may withdraw funds from the Client's bank account to process Direct Deposit payroll.
2. To execute any other documents which may be required for PPI to perform its responsibilities under the terms of this agreement.
3. To have available in Client's account sufficient funds for PPI to make the withdrawals provided for under the terms of this agreement.

CLIENTS DEFAULT, if the Client:
1. Fails to pay any fee due under this Agreement or any other agreement.
2. Fails to perform any other obligation agreed to under this Agreement or any other agreement offered by PPI. Furthermore, Client acknowledges that the Direct Deposit Service may or may not be terminated with or without cause at any time at the discretion of PPI.
3. Files or has filed against it a petition of bankruptcy or becomes insolvent.
4. If at any time Client is bound by law to surrender property to debtors, PPI reserves the right to remedy any outstanding debt by immediate electronic debit or confiscation of any withheld tax or trust funds, the immediate dissolve of outstanding balances due to Client as well as the above aforementioned, with interest accumulated due the 15th of the month at the prime rate as established by Wall Street Journal plus 2% on the first day of the month of default, compounded daily not to exceed a rate of 10% annually on any outstanding balance.

In the event that PPI's authorized withdrawal from Client's account is returned due to insufficient funds or for any other reason, Client agrees to reimburse PPI for all charges, losses or expenses incurred by PPI plus \$25.00 per returned item. In additional, the Client acknowledges that the Direct Deposit Services may be terminated at PPI's sole discretion.

If PPI or the Client terminates this Agreement, PPI's obligations under this Agreement shall cease. PPI's sole responsibility to the Client shall be to return to the Client any payroll then help by PPI after the deduction of all fees due to PPI. The Client hereby agrees to hold harmless and indemnify PPI for any damages, including reasonable attorney's fees, which PPI incurs as a result of the Client's default under this Agreement.

LIMITATION OF LIABILITY: PPI shall only be liable for its own negligence and not the negligence of any other person or entity which provides services as a result of PPI performance of its obligation under this Agreement.

PPI SHALL UNDER NO CIRCUMSTANCES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE CLIENT MAY INCUR AS A RESULT OF PPI'S FAILURE TO PREFORM ANY TERM OR CONDITION OF THIS AGREEMENT. EVEN IF PPI HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

PAYMENTS: PPI's fees for performing the service are in addition to the value of the funds held in PPI's account pending payment to the appropriate employee(s). PPI may change the amount charged for this service upon (30) days prior written notice to the Client. Client shall pay all invoices within (30) days of receipt thereof. The Client agrees to pay PPI for all statement disclosed fees and collection costs, including reasonable attorney's fees, which PPI incurs as a result of the Client's default.

MISCELLANEOUS PROVISIONS: This Agreement shall be governed by the laws of the State of Oregon. The County of Deschutes in the State of Oregon is hereby designated as the place of trial of any action arising out of or in connection with this Agreement.

This Agreement contains the entire understanding of the parties and may be modified only by a subsequent writing signed by both parties. The Client acknowledges that there have been no other representations or warranties made by PPI to the Client which are not set forth in this Agreement. If any provision of the Agreement or any portion thereof be held invalid, illegal or unenforceable the validity, legality or enforceability of the Agreement shall not be in any way affected.

ASSIGNABILITY: this Agreement may not be assigned by the Client without prior written consent of PPI. Any assignment made without such consent will be null and void.

AUTHORIZATION STATEMENT: The Signor certifies that he/she is the duly authorized official fully empowered to legally bind the above referenced employer. By signing as the Authorizing Official below, I, as an agent of the above employer, hereby authorize PPI to initiate ACH credit entries to the employer's checking account and to initiate, if and when necessary, debit entries or adjustments to the employer's checking account for any credit entries effectuated in error.

SIGNATURE OF DIRECT DEPOSIT – AUTHORIZATION OFFICER

AUTHORIZED SIGNATURE TITLE DATE