

National Payment

Account Service Agreement

Step ONE – Complete the Agreement.

Complete the Account Service Agreement and fax it back to National Payment at 813-221-8651, along with a copy of a voided blank check.

Do NOT return the Employee Direct Deposit Authorizations to National Payment. Please retain for your records.

Step TWO – Activate Your Account.

Once we receive your faxed Agreement, we will deposit and withdraw a random amount between 01¢ and 99¢ into your bank account.

We will also email or fax to you a Welcome Kit that consists of a New Account Confirmation Report and Account Activation Form.

In order to activate your account, **you must confirm the deposit/withdrawal amount with your bank and fax the Account Activation Form to Customer Support.**

This security process confirms that you have authorization to use this bank account because only you have access to the deposit/withdrawal amounts sent by National Payment.

That's It! Upon receipt of the Account Activation Form, we will email or fax to you an Account Verification notifying you that your account is ready for payroll transmission.

Review your information carefully!

In order to avoid any delays in processing your agreement, please make sure ALL contact information, such as contact persons, phone numbers, fax numbers and email addresses have been completed. Your Account Executive is available to answer any questions you may have in completing this agreement at 800-284-0113.

Direct Deposit Plus • WEB Direct Deposit • EZStub • Paycards

3415 West Cypress Street • Tampa, FL 33607-5007 • Sales: 800-284-0113 • Fax: 813-221-8651

www.nationalpayment.com

National Payment Account Service Agreement

Please read the National Payment Account Service Agreement, complete the application, sign and return it (sections 1 through 10) by fax to 813-221-8651. For assistance in completing this Agreement, call your Account Executive at 800-284-0113.

FOR NATIONAL PAYMENT USE ONLY

REP:	CUST TYPE: REG PPP EE LEAD MULTI
PROMO	SETUP FEE: One Time Per EE
SIC	LEAD
SPECIAL INSTR. YES NO	REFERRAL #

1 Company Information

Complete all primary contact information and indicate the time zone for your location.

Firm Name				
Address				
City, State & Zip				
Phone ()				
Fax ()				
Time Zone Pacific Mountain Central Eastern (circle one)				
Please indicate the total number of clients that you process payroll for: _____				

2 Information

Please list the names and numbers for contacts should National Payment need to call.

Management Contact:	
Phone:	()
Email Address:	
Supervisor Contact:	
Phone:	()
Email Address:	
Software Operator Contact:	
Phone:	()
Email Address:	

3 Select Account Type - Payroll Processor OR Client:

- Standard Account** – Companies that handle their own payroll and will be sending one file each transmission day.
- Multi-Account Lead Company** – Companies that handle their own payroll and will be sending two or more files on one transmission day. This account is billed by National Payment Corporation for fees.
- Sub-Company** – Companies that send two or more files on one transmission day under a Multi-Account Lead Company. This account is not billed for fees, but can have their own payroll account if desired.
- Professional Payroll Processor (PPP)** – Firms that prepare and calculate payroll for other companies.
- PPP Client*** – Companies that contract PPPs to prepare their payroll.

Please indicate the total number of EMPLOYEES that you process payroll for: _____

Please indicate who National Payment should charge fees to: ___ PPP ___ Client

*If you checked PPP Client, please indicate the PPP Account number here: _____

4 Accounting Software

Please list the name and the version number of the accounting or payroll software program used to transmit your payroll files to National Payment Corporation.

Accounting & Payroll Software:

Version Number:

Operating System: WINDOWS MAC

5 Password

Select a password that you will use to transmit your files to National Payment Corporation. The password can be up to 10 letters or numbers, but no spaces, symbols, or punctuation. Please use 0 for the number zero.

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6 Transmission Verification Report Options

Email Reports FREE On transmission day, National Payment will forward your Transmission Verification to any specified email address or addresses. Please list the email address or addresses below.

Select Type of Email Report:

- Plain TEXT PDF Attachment
 HTML Password Protected PDF Attachment

Please send Transmission Verification Reports to:

Email Address: (List as many as necessary)

7 Direct Deposit PLUS Timing Options - choose one option:

OPTION 1 - Standard Debit Funding

This is our standard funding option with Direct Deposit. This option is available at no additional fee. You must transmit payroll information to National Payment four business days prior to your pay day for AM delivery, three business days prior to your pay day for PM delivery. **Choose AM or PM delivery.**

Choose one*: **AM** or **PM** delivery

OPTION 2 Pre-Funding

The prefunding option authorizes National Payment to debit a pre-determined payroll dollar amount prior to your payroll transmission. The funding of payroll is AUTOMATIC with your prefunding authorization.

We urge you to authorize a withdrawal amount up to 25% larger than your average anticipated payroll. National Payment Corporation will debit your account three business days prior to your pay day. You transmit your payroll file two business days prior to pay date for AM delivery or one business day before pay day for PM delivery.

After your transmission is received, it is compared with the pre-funded amount. If the payroll exceeds the prefunded amount, some employees may not be paid. Any amount over the actual payroll is credited back to your company's bank account two business days after payday. There is an additional charge for Pre-Funding.

Estimate Amount per payroll \$ _____ (Dollar Amount Mandatory)

You must complete the Payroll Calendar Log section in this application.
Please Notify Customer Support of any changes thereafter.

Choose one*: **AM** or **PM** delivery

OPTION 3 Bank Wire Funding

With bank wire funding, National Payment Corporation will send you specific wire instructions that you will fax to your bank. It is your responsibility to ensure the funds are received by National Payment by 2PM Eastern time. Transmit your payroll file and send bank wire information two business days in advance for AM delivery or the day before your pay date for PM delivery. There is an additional charge for bank wire funding.

Choose one*: **AM** or **PM** delivery

* **Select AM or PM delivery:**
(In your time zone)

AM delivery - funds available to employee from 9AM -12 Noon
PM delivery - funds available after 12 Noon, subject to your
bank's posting procedures

8**Payroll Calendar Log**

Optional for Standard Funding and Wire Funding, mandatory for Pre-Funding.

National Payment will create and print a calendar/log for you which shows your pay date and the date that you should send us your Direct Deposit information. This calendar will include all Federal Reserve bank holidays*.

First Pay Date with National Payment is: / /

Indicate your pay frequency:

Once a Week on:

MON

TUES

WEDS

THUR

FRI

Every Two Weeks on:

MON

TUES

WED

THUR

FRI

Once a Month on:

First Business Day

Last Business Day

Particular Date: _____

First (circle one) M T W Th F

Last (circle one) M T W Th F

Twice a Month on fill in dates: _____ and _____

If your pay date falls on a Saturday, Sunday, or bank holiday, you must choose another pay date.
Choose one of each:

- | | | |
|-----------|--|---|
| Saturday: | <input type="checkbox"/> Friday Before | <input type="checkbox"/> Monday After |
| Sunday: | <input type="checkbox"/> Friday Before | <input type="checkbox"/> Monday After |
| Holidays: | <input type="checkbox"/> Business Day Before | <input type="checkbox"/> Business Day After |



*You can also get a list of Federal Reserve Bank Holidays online at: www.directdeposit.com/support

9 Authorized Accounts: Your Company Account

Enter Company Name (using this Payroll Bank Account): _____

This is a: Savings Account
 Checking Account



Please staple or fax a **VOIDED** blank check here to ensure proper processing for this account.

Bank Name
Bank Address
Bank City, State, Zip
Routing/Transit No. 
Account No. 

10 Enter Company Account to Pay Fees

This is a: Savings Account
 Checking Account

Please staple or fax a **VOIDED** blank check here to ensure proper processing for this account.

Bank Name
Bank Address
Bank City, State, Zip
Routing/Transit No. 
Account No. 

The terms of this National Payment Account Service Setup Agreement continue in this document, including provisions with respect to limitation of liability and indemnification, and continue on the Authorized Accounts page of this document. All such terms and provisions shall have the same force and effect as if included on this page.

I (We) acknowledge that I am (we are) authorized to sign checks on, and authorize disbursements from, the accounts listed on the Authorized Accounts page included in this document.

I (We) understand and agree that National Payment is authorized to make debits and credits to and from the accounts on the Authorized Accounts page as set forth in the National Payment Account Service Agreement.

**Fax this application to:
813-221-8651**

Please Sign Here _____
 Title _____
 Company _____

**Complete the Employee Authorizations and Retain in YOUR Files.
Do NOT send them to National Payment Corporation!**

Employee Direct Deposit Authorization Form

Do NOT send or fax to National Payment Corporation!

Photocopy this form and distribute a copy to each employee participating in Direct Deposit.

ACCOUNT ONE

Bank Name
Bank Address
Bank City, State, Zip
Routing/Transit No.
Account No.

This is a:

- Savings Account
 Checking Account

Staple Voided
Check Here

Amount for this Account:
REMAINDER

Label it
"Account One"

ACCOUNT TWO

Bank Name
Bank Address
Bank City, State, Zip
Routing/Transit No.
Account No.

This is a:

- Savings Account
 Checking Account

Staple Voided
Check Here

Amount for this Account:
\$ _____ OR _____%

Label it
"Account Two"

I authorize my employer, _____, and its Agents, including Financial Institutions, to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries in error to my checking and/or savings accounts listed above. This authorization will remain in effect until I have informed my employer in writing that I wish to cancel it and my employer has had reasonable time to effect such cancellation.

Employee Signature _____

Date _____

Employee should return this Direct Deposit Plus Authorization to Employer.

Dear Employee,

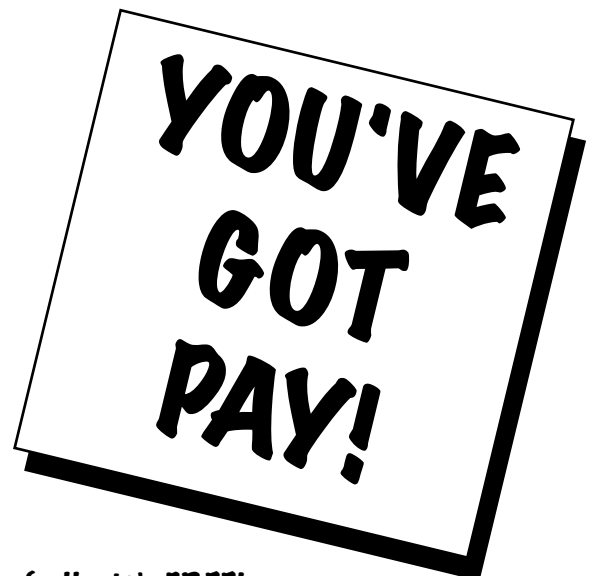
Please complete the above form, detach and return to your Payroll Dept.

After your **FIRST** Payroll Direct Deposit, sign up online to get your **FREE EZPaynote!**

EZPaynote sends an email and/or cell phone text message to you the day before payday advising you of your pay amount! You will always know when you've got pay with **EZPaynote!**

Sign up takes only minutes, and best of all - it's **FREE!**

Sign up here after your **FIRST** pay day: www.ezpaynote.com



Direct Deposit Service Agreement

1. Agency. Customer appoints National Payment Corporation as its agent for the transfer of monies, including payroll and related payments, from the Customer to those persons designated as payees (the "Payees"). Customer authorizes National Payment Corporation to process book entries to and from the bank accounts listed in sections 9 and 10 (the "Authorized Accounts") for the purpose of making such transfers, any related corrections and adjustments, collection of fees and charges, and to process book entries to and from the Payees designated bank accounts for the purpose of making such transfers and any related corrections and adjustments.

2. Payment. National Payment Corporation agrees that on the designated dates (or the next banking day if such date(s) fall on non-banking days) during the term of this agreement, National Payment Corporation will submit to various networks, including but not limited to the Automated Clearing House and the Federal Reserve System, data in the form required for the electronic crediting of those payments to the Payees' designated bank accounts and the debiting of those payments from the Authorized Accounts.

3. Authorization. Customer will obtain directly and from each participating Payee and deliver to National Payment Corporation necessary information in proper form authorizing automatic book entries to and from (i) the Authorized Accounts and (ii) each Payee's bank account(s) including related corrections or adjustments. All Payee authorizations shall comply with National Automated Clearing House Association rules and procedures and shall release National Payment Corporation of all liability to Payee in accordance with the terms of this agreement.

4. Payment Data. The customer shall provide National Payment Corporation with all data necessary for the desired electronic funds transfers ("Payment Data"), and shall make periodic checks to assure that the Payment Data is current and accurate at all times. National Payment Corporation assumes no responsibility or liability for delays in service caused by Payment Data or changes which are not received within the time frames or in the proper format. Customer warrants to National Payment Corporation that all Payment Data delivered to National Payment Corporation by Customer (a) will be in the proper format, (b) will contain true and accurate information, (c) will be fully authorized by Customer and Payees, and (d) will be timely under the terms and provisions of this Agreement. National Payment Corporation has no responsibility to review such data in any manner, including accuracy, consistency and conformity to prior Payment Data.

5. Fees. Customer will pay Transaction Processing Fees, Administrative Fees, Implementation Fees, applicable Federal Reserve and Automated Clearing House fees in effect, postage and shipping charges owed to National Payment Corporation and any applicable taxes, all as set forth in the Fee Schedule. The applicable fees and charges may be changed by National Payment Corporation at any time and from time to time upon thirty (30) days prior written or electronic notice to Customer. National Payment Corporation will automatically invoice or deduct from Authorized Accounts all fees and other charges owed to National Payment Corporation by the Customer.

6. Settlement. In settlement for each book entry returned unpaid or requiring adjustment, Customer authorizes National Payment Corporation to debit or credit Authorized Accounts on the day the return is received by National Payment Corporation or thereafter, and Customer warrants that it shall maintain at all times a sufficient balance in the Authorized Accounts to cover debit entries. Customer will pay to National Payment Corporation the amount of any returned book entry which for any reason, in part or in whole, cannot be entered in Authorized Accounts. National Payment Corporation may require client to maintain a reserve account balance with National Payment Corporation to cover returns. Customer gives National Payment Corporation its express permission to make electronic book entries to or from the Authorized Accounts for any returns and chargebacks, any reserve account deficiencies and any fees due National Payment Corporation. Should an offsetting debit be returned unpaid, this return shall be considered as notification by the customer to National Payment Corporation that the associated payroll credits were erroneous, and specifically grants permission for them to be reversed.

7. Warranties and Limitations of Liability. National Payment Corporation MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. Because of the difficulty of fixing actual damages, the parties agree that National Payment Corporation's liability hereunder, if any, shall be limited to liquidated damages in the amount of the total Transaction Processing Fees, Administrative Fees, and Implementation Fees charged for the one calendar month immediately preceding the month in which the event occurred which gave rise to the damages, regardless of the cause or origin of such loss or damage and whether it results directly or indirectly from performance or non-performance of National Payment Corporation's obligations under this Agreement. IN NO EVENT WILL National Payment Corporation BE RESPONSIBLE FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF National Payment Corporation'S DUTIES, OR (B) FOR ANY LOSS OR DAMAGE TO CUSTOMER, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, VARIOUS COURIER SERVICES, THE FEDERAL RESERVE BANK, THE AUTOMATED CLEARING HOUSE, THE BANKS WITH WHICH CUSTOMER DEALS OR THE EMPLOYEES OR AGENTS OF SUCH BANKS, OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR MAKES ELECTRONIC TRANSFERS.

8. Compliance with Law and Indemnification. A. Customer shall be solely responsible for compliance with all laws and regulations, whether federal, state, local, or automated clearing house rules, applicable to automatic and electronic transfers of funds, including those governing correct authorizations by Payees, disclosures, and notices required in connection with electronic funds transfers and all necessary waivers and releases. National Payment Corporation makes no representation or warranty that any form provided by National Payment Corporation is sufficient or otherwise in compliance with applicable federal, state, or local legal requirements or rules. National Payment Corporation shall have no liability to Customer for failure of any such forms to comply with such requirements or rules. B. Customer will indemnify and hold harmless National Payment Corporation and National Payment Corporation's processing financial institution(s) from any and all claims, lawsuits, demands, damages, costs, or other expenses, including, but not limited to, attorney fees, resulting from or in any way related to (a) Customer's breach of any warranty contained herein or arising by operation of law; (b) any act or omission of Customer or Customer's employees or agents, including fraudulent or incorrect transmission of data, or unauthorized or inappropriate access to National Payment Corporation's data files; (c) Customer's failure to comply with any applicable law, regulation or rule; or (d) any retrieval of or failure to retrieve funds incorrectly deposited to a Payee, except to the extent caused by National Payment Corporation's negligence; provided, however, that this indemnification shall not apply to any loss caused to National Payment Corporation by failure of the forms provided by National Payment Corporation to comply with the law, if such forms have been properly used by Customer in accordance with National Payment Corporation directions.

9. Delays and Excuse From Performance. National Payment Corporation shall not be liable for any delay or other failure of performance caused by factors beyond the reasonable control of National Payment Corporation, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts of third parties.

10. Marketing Materials and Use of National Payment Corporation Marks. National Payment Corporation may provide Customer with marketing materials or forms containing the National Payment Corporation name, service mark, symbols, and logos associated therewith ("National Payment Corporation Marks") from time to time. Customer will use the National Payment Corporation Marks only in a manner and form approved by National Payment Corporation and solely in connection with solicitation of Payee participation in the automatic payment services to be provided hereunder. All title to and interest in the National Payment Corporation Marks remain with National Payment Corporation. Upon termination of this Agreement, for any reason, Customer shall have no further right to use the National Payment Corporation Marks.

11. Term and Termination. The term of this Agreement shall be for one year, renewable automatically for each succeeding year thereafter, unless terminated as follows. Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, all rights and obligations hereunder shall cease except Customer's obligation (a) to pay the applicable fees and provide indemnification for any services performed by National Payment Corporation prior to the effective date of termination, and (b) to pay for any items returned subsequent to the effective date of termination. Upon termination, Customer should inform its bank not to honor book entry activity from National Payment Corporation (except for those obligations referred to in the preceding sentence.)

12. Disclaimer of Third Party Rights. The rights and obligations created by this Agreement apply solely to the parties hereto, except with respect to the indemnity provisions applicable to National Payment Corporation's processing financial institution(s). Neither National Payment Corporation nor Customer intends that any other third party, including Payees shall (i) benefit from the performance of the duties described herein, or (ii) acquire any cause of action or other claim against National Payment Corporation for non-performance of those duties.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on National Payment Corporation unless such modification is in writing and signed by an authorized representative of National Payment Corporation.

14. Notices. Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth on the second page or to such other address as either party may instruct the other party in writing.

15. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Florida.

16. Assignability. This Agreement is not assignable by either party without first receiving the prior written consent of the other party.

17. Confidentiality. National Payment Corporation recognizes the importance of protecting the privacy of our customers' personal information. National Payment agrees to collect, retain and protect the personal information about our customers required to provide high level payroll distribution services. National Payment Corporation maintains rigorous security standards and procedures regarding unauthorized access to customer information. National Payment Corporation provides information about customers personal information to third parties only when (a) the customer requires it, (b) the disclosure is required by/or allowed by law, or (c) it is necessary to process transactions and provide our services.