



CLIENT AUTHORIZATION FOR PAYROLL MASTERS TO DRAW FUNDS

Print name of depositor as shown on bank records: _____ Account #: _____

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip: _____

ACKNOWLEDGMENT: As a convenience to me, I hereby request and authorize PAYROLL MASTERS to debit my account at my financial institution indicated by my voided check below. In the event that PAYROLL MASTERS authorized withdrawal from said account is returned due to insufficient funds or for any other reason, Client agrees to reimburse PAYROLL MASTERS for all charges, losses or expenses incurred by PAYROLL MASTERS including attorney's fees plus a minimum \$35/per returned item. In addition, signer personally guarantees full reimbursement for all returned items. I agree to hold PAYROLL MASTERS harmless from loss and agree to indemnify them. This authorization includes debits (and or corrections to previous debits) originated by check or Electronic Fund Transfer. I agree that transactions performed by PAYROLL MASTERS in respect to each said debit shall be the same as if it were a check drawn on my account and signed personally by me. This authority is to remain in effect until revoked by me in writing and until PAYROLL MASTERS actually receives such notice. My financial institution shall be under no obligation to furnish me with any special advice or notice in writing or otherwise of such payment or charge to my account. I further understand that when using Electronic Fund Transfer (Direct Deposit) of paychecks, The availability of funds is only guaranteed when initiated TWO banking days in advance of the effective date.

MISCELLANEOUS PROVISIONS: The laws of the State of California shall govern this agreement. The County of Napa in the State of California is hereby designated as the venue/jurisdiction for any action or proceeding arising out of or in any connection with this agreement.

Authorized Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

IMPORTANT:
Deposit slips ARE NOT an acceptable documents
CLIENT
ATTACH VOIDED CHECK HERE
FOR SAVINGS ACCOUNTS:
PLEASE ATTACH A BANK SPECIFICATION SHEET.

Company Name: _____ Contact Name: _____

Phone: _____ Cell: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

REVISED 02/28/07



ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Company Name: _____ Phone: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

ACKNOWLEDGMENT: As a PAYROLL MASTERS client participating in the Direct Deposit (EFT) Service, I understand that my payroll reporting time cannot be any later than 11:00 A.M. two banking days before my check date. Reporting payroll after this time may affect the availability of my employees' payroll funds on the check date.

TERMS OF AGREEMENT: Initiation of the Direct Deposit Service is contingent upon approval of Client's credit. When approved, PAYROLL MASTERS performance of its service under this agreement shall begin upon the initiation date and shall continue until terminated upon 30 days written notice by either party or until terminated as otherwise provided for by this Agreement. Client agrees that transactions performed by PAYROLL MASTERS in respect to each said debit shall be the same as if it were a check drawn on Client's account and signed by Client. This authority is to remain in effect until revoked by client in writing and until PAYROLL MASTERS actually receives such notice.

SERVICES TO BE PERFORMED: In addition to the services PAYROLL MASTERS provides to the Client as a Payroll Service Client, Client hereby employs PAYROLL MASTERS to process EFT deposits of paychecks and or taxes in compliance with Automated Clearing House regulations. One day following Client's payroll processing, PAYROLL MASTERS is authorized to draw from the Client's bank account as specified by Client, such amounts as are necessary to cover the EFT of employee paychecks and tax impounds. Amounts for EFT paychecks are to be held in an account established by PAYROLL MASTERS until check date when funds availability is due to the employee (e). For clients using Full Tax Service, the tax impound will occur no later than the pay date on the checks on the prior business day if a weekend or holiday.

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

CLIENT'S DEFAULT: If the Client,
1. Fails to pay PAYROLL MASTERS any fee due under this Agreement or any other Agreement.
2. Fails to perform any obligation agreed to under this Agreement, or any other Agreement offered by PAYROLL MASTERS. Furthermore, Client acknowledges that the Direct Deposit Service may or not be terminated with or without cause at any time at the discretion of PAYROLL MASTERS.
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, PAYROLL MASTERS 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 balance due to Client as well as the above aforementioned; with interest accumulated on any outstanding balance due on the 15th of the month at the prime rate as established by the Wall Street Journal plus 2% on the first day of the month of default, compounded daily not to exceed a rate of 10% annually.

This agreement authorizes PAYROLL MASTERS to automatically electronically debit Client's account for any fees for any PAYROLL MASTERS services 60 days or more past due. In the event that PAYROLL MASTERS authorized withdrawal from Client's account is returned due to insufficient funds or for any other reason, Client agrees to reimburse PAYROLL MASTERS for all charges, losses or expenses incurred by PAYROLL MASTERS including attorney's fees plus \$35/returned item. In addition, the signer personally guarantees reimbursement for all returned items.

If PAYROLL MASTERS or the Client terminates this Agreement, PAYROLL MASTERS' obligation under this agreement shall cease. PAYROLL MASTERS' sole responsibility to the Client shall be to return to the Client any funds then held by PAYROLL MASTERS after the deduction of all fees due to PAYROLL MASTERS. The Client hereby agrees to hold harmless and indemnify PAYROLL MASTERS for any damages, including attorney's fees, which PAYROLL MASTERS incurs as a result of the Clients default under this agreement.

LIMITATION OF LIABILITY: PAYROLL MASTERS shall only be liable for it's own negligence and not the negligence of any other person or entity which provides services as a result of PAYROLL MASTERS' performance of it's obligation under this agreement.

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

MISCELLANEOUS PROVISIONS: The laws of the State of California shall govern this agreement. The County of Napa in the State of California is hereby designated as the venue/jurisdiction for any action or proceeding arising out of or in any connection with this agreement.

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

ASSIGNABILITY: This agreement may not be assigned by the Client with out the prior written consent of PAYROLL MASTERS. Any assignment made without such consent shall be null and void.

REFUND/ADJUSTMENTS: Any refunds/adjustments will not be processed until verification that "good" funds are available in the debited account.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: ____/____/____

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