

Additional Terms and Conditions

This Banking and Tax Agreement (hereafter "Agreement") is entered into between an independently owned and operated Time Plus Payroll Services office (hereafter "TPPS") and the Client identified on the reverse side of this Agreement.

Tax Filing Options:

Tax+Plus, Client agrees TPPS will act as the tax filing agent where required for IRS deposits, filings, and correspondences on Client's behalf as it relates to payroll tax filings. Client understands TPPS will not be responsible for penalties and/or interest due to missing, inaccurate, or incomplete information. Client further understands that TPPS is not responsible for taxes with respect to wages paid prior to its service. Client authorizes TPPS to have Limited Power of Attorney to sign and send timely all obligations and signed forms to the appropriate Taxing Authorities.

Tax Notification, Basic Notices Only-TPPS will provide client Basic Tax Deposit Notices only. All deposit notices and or payment checks are generated based on the next anticipated processing date as indicated in the pay frequency section under Client Information. Should a Client process a payroll or additional check(s) earlier than the stated processing frequency, TPPS shall not be liable for the accuracy or timeliness of such notices or checks and shall not be liable for any special or consequential damages, or other damage, all as provided herein. Payroll tax returns are prepared based on the assumption that checks are made available to employees according to check date. Client assumes responsibility for making timely deposits, including but not limited to "next day deposits" without regard to delivery date and receipt of the payroll.

TPPS agrees to provide payroll processing services to the Client in accordance with industry standards. TPPS shall be responsible only to correct errors, which are due to the negligence of TPPS's employees, operations or agents. TPPS's liability with respect to this Agreement is limited to the remittance to the appropriate payees of funds held on behalf of the Client or other correction of any error due to its own negligence. TPPS shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control.

TPPS MAKES NO WARRANTY AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF SERVICES TO BE PROVIDED BY TPPS IN THIS AGREEMENT AND IN NO EVENT SHALL TPPS BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST INCOME, PROFITS, OR EARNINGS OR ANY PENALTIES OR INTEREST IMPOSED BY ANY TAX AUTHORITY.

Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. Client further agrees to provide complete, accurate and timely information as necessary to the performance by TPPS of services under this Agreement and to verify or correct such information as appropriate, on a timely basis. Client also agrees and understands it is the Client's obligation to check all payroll and related documents for accuracy immediately. The accuracy and the integrity of the service TPPS can provide is limited by the nature of information the Client Provides. Therefore, TPPS cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment practices or policies, which may violate the law.

If the data submitted by the Client for processing is incorrect, incomplete or not in proper form, then the Client agrees to pay TPPS its standard rate then in effect for any additional work performed to correct such data for processing.

Client agrees to pay TPPS fees, which will be charged to Client's account, which are subject to change, in TPPS's sole discretion, on written notice. Bills will be due in full upon presentation. Overdue accounts will accrue interest at the highest Prime Rate listed under Money Rates in the Wall Street Journal. In the event the account is placed for collection, reasonable attorney's fees and costs will be added to the account balance. TPPS reserves the right to withhold any payments provided pursuant to this Agreement and any or all work in process or records in its possession in the event of Client's failure to make any payments hereunder. As additional consideration for performance of services under this Agreement, the parties understand that TPPS has the use of funds held by TPPS in a separate escrow or custodial account pending final payment of items to employees, taxing authorities or others.

The parties will determine delivery and processing schedules from time to time. Courier and/or mail charges will be charged to Client as incurred. Should client sign this agreement and fail to run payroll with TPPS, TPPS reserves the right to debit \$150 for those clients with fifty or less employees and \$250 for those clients with fifty-one to two hundred employees. For clients with greater than two hundred employees, the proposal will describe the amount to be deducted in the set-up fees area.

Banking services are provided in accordance with the limitations and restrictions of NACHA-the National Automated Clearing House Association to which the Client agrees. Client agrees to authorize the direct debit of any account by TPPS through ACH and to maintain sufficient funds in the account to cover all amounts due to or payable by TPPS under this Agreement and that sufficient funds will be on deposit and immediately available at least one (1) business day prior to anticipated payment dates. TPPS will transfer such funds from client's account to a separate escrow or custodial account maintained by TPPS for the purpose of making all payments hereunder including, without limitation, fees due to TPPS, tax payments, employee payments and direct deposits. TPPS requires that the total amount of aggregate taxes and unemployment if over \$100,000.00 for each payroll be deposited by Client into a designated account at least four (4) days prior to pay date or client must wire monies to TPPS on or before payday.

To secure any obligations and the payment of sums hereafter owed by Client to TPPS, Client grants TPPS the right of set-off, and a security interest under the Uniform Commercial Code in any funds of Client which may now or hereafter be deposited into an escrow or custodial account used by TPPS for the purpose of payment of taxes, payrolls, fees due TPPS or other payments under this Agreement. TPPS will not be responsible for but not limited to penalties and interest incurred until the start of the first full quarter in which TPPS provides, without limitation, tax services. All communications concerning any notices from any tax authority shall be submitted to TPPS in writing via mail and/or fax upon forty-eight (48) hours of first notification.

Client agrees to indemnify TPPS, its employees and agents, and to hold them harmless from all loss, damages and expenses (including reasonable attorney's fees) in connection with any claim which may arise out of or as a result of this agreement or performance of TPPS, including, without limitation, any claim arising out of the use of information furnished by Client. Client hereby agrees to indemnify and hold each participating Bank, NACHA, and TPP harmless from any claim incident to the operation of this plan arising from any act or omission of the Client. TPPS accepts both responsibility and liability for the timely payment and report of Client payroll taxes but only based on information provided by the Client and only to the extent of funds made available by Client. If solely on account of negligent error or omission on part of TPPS with respect to timely payment from escrowed funds Client incurs a penalty or interest charge, then TPPS will pay whatever penalties and/or interest resulting from the error. However, TPPS does not assume liability for the improper payment of taxes due to incorrect claims of tax exemptions, deposit frequency, tax identification numbers(s) or rate(s), or deductions by the Clients or its employees. Client's failure to comply with the terms of this Agreement terminate this contract, at the election of TPPS, and releases TPPS of liability for its performance under this Agreement and Client will immediately become solely responsible for any tax or wage payments, penalties or claims.

The accuracy and the integrity of the service TPPS can provide is limited by the nature of information the Client provides. Therefore, TPPS cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment policies, which may violate the law. It is the Client's obligation to check the payroll and related documents for accuracy immediately. TPPS's responsibility to perform services under this Agreement will also automatically terminate should Client funds be insufficient or otherwise to cover the net payroll, related taxes, Workers' Compensation Premiums and processing fees. Client hereby agrees that if sufficient funds are not so available, Client will be charged a fee of \$100.00. TPPS reserves the right to debit client's bank account, with or without notice, for a total of 25% of the Workers' Compensation annual premium in the event of an NSF of any nature.

All specifications, tapes and programs utilized or developed by TPPS in connection with the Agreement are and shall remain the sole property of TPPS, and the Client agrees to respect the confidentiality and proprietary nature of all such information.

This agreement has been executed, accepted and delivered in the State of Georgia and shall be interpreted and construed in accordance with the laws of the State of Georgia. As consideration for TPPS providing the Client, without limitation, tax services, the exclusive jurisdiction and venue for all disputes shall be in the courts of the State of Georgia. If any part of this Agreement is held to be invalid, unenforceable or illegal, the validity, enforceability or legality of the remainder of this Agreement shall not be impaired.

Continue to pay your taxes until TPPS starts your tax filing service! Verify your legal name, tax identification numbers, tax rates, and tax deposit frequencies.

This agreement shall become effective upon being signed by an authorized tax representative of TPPS. TPPS's sales representatives do not have the authority to bind TPPS.



Banking, Payroll, & Tax Payment/Filing Agreement

CLIENT INFORMATION		
Legal Client Name:		
Address, City, State, & Zip Code:		
Phone Number:	Fax Number:	Email Address:
EIN:		Pay Frequency:

Company Banking Information: (This account will be used as the funding account for all payroll transactions)

Bank Name:		
Bank Address:		
Bank City:	State:	Zip:
Account Number:		
Routing Number:		

Client hereby authorizes client's bank to pay and charge client's account for charges drawn on client's account and payable to the order of Time Plus Payroll Services, Atlanta, Georgia. Client agrees that client's bank's right in respect to each charge shall be the same as if it were drawn on it, and signed personally by or on behalf of client. This authority is to remain in effect until revoked by client in writing, and until bank receives such notice, agrees that bank shall be fully protected in honoring these charges. Further agree that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, bank shall have no liability whatsoever.

This agreement may be considered as an application for credit and authorizes Time Plus Payroll Services, Inc. (TPPS) and/or its parent Company Time Plus, Inc., to investigate the credit of the client or its principals including vendor references, bank account status and history.

Corporate Officer / Responsible Person Position

Address, City, State, Zip Code

Social Security Number Original start date current owner/entity

Has there been a significant change in ownership or control in the current calendar year? Yes No

Additional Terms and Conditions

The additional terms and conditions on the reverse side of this agreement are part of the agreement and are incorporated herein by reference. This agreement shall not become effective unless signed by an authorized representative of TPPS and Client.

For value received, the above agreement and obligations are guaranteed.

Authorized Client Signature

Print Name

Personal Signature

Witnessed by (Time Plus Payroll Services Signature)

Print Name

Authorized TPPS Representative Signature