Client Account Agreement and Authorization to Debit/Credit

CLIENT NAME: _____

BRANCH: _____   CO. CODE: _____

ADDITIONAL APPLICABLE COMPANY CODES: _____
(Use Exhibit C to provide additional company codes if more space if needed)

With respect to the services for which ADP, Inc. ("ADP") has been engaged as described in the services agreement or other agreement between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of funds for payments related to the Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable Service fees and any other fees, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client acknowledges and agrees that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) credentialing and bank account and balance verification processes that ADP may deem necessary in connection with the provision of Services utilizing data available to ADP.

Yes _____ No _____ Is your company using ADP to make payments exclusively owed by your business; for example, wages, taxes, garnishments, 1099 contractors, or 401(k) plans? *If 'No' is checked, please complete Exhibit B: List of Non-Affiliates for Payment Services.* **Client understands and agrees that (1) it has an ongoing obligation to inform ADP if Client's response changes** for any reason, which may require Client to execute a new Client Account Agreement, and (2) ADP may provide the names of any non-Affiliate to its bank partners.

DEBIT METHOD (Check Applicable Boxes):		*Note: This section for funding Products/Services only*
REVERSE WIRE		ADP will initiate request for a wire transfer of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this Agreement.
ACH	Please refer to the ACH Debit Filter page for Bank Authorization/Setup	ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. ***NOTE: CLIENT qualified for ACH may be required to initiate funding via direct wire for debits exceeding the dollar limit established by ADP (in its sole discretion).***
ACH/REVERSE WIRE (X80-Over ACH Dollar Limit)		ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions of this Agreement. (Recommended)

BANK INFORMATION: *FSDD & ADPCheck funds must be debited from the same account (check services that apply to account)

Payroll Tax	FSDD	ADPCheck	Wisely	Health Compliance	WGPS	Wage Garn	Retirement Svcs	Workers Comp
BANK Transit (ABA) #:					BANK Account (DDA) #:			
BANK Name:								
BANK Address:								
BANK Contact:					BANK Phone:			
Reverse Wire		ACH		ACH/Reverse Wire (Over ACH Dollar Limit)				

Payroll Tax	FSDD	ADPCheck	Wisely	Health Compliance	WGPS	Wage Garn	Retirement Svcs	Workers Comp
BANK Transit (ABA) #:					BANK Account (DDA) #:			
BANK Name:								
BANK Address:								
BANK Contact:					BANK Phone:			
Reverse Wire		ACH		ACH/Reverse Wire (Over ACH Dollar Limit)				

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, OR WISELY IS INDICATED ABOVE:

Est. No. of Employees:	Est. Net Payroll per Pay Period:	FSDD Start Date:	ADPCK Start Date:	Wisely Start Date:

ACH DEBIT FOR SERVICE AND OTHER FEES

ADP will initiate ACH debits for its applicable Service fees and any other fees from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

Same bank information as above			
BANK Transit (ABA) #:		BANK Account (DDA) #:	
BANK Name:			
BANK Address:			
BANK Contact:		BANK Phone:	

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

COMPLETE THIS SECTION ONLY FOR CORPORATE CHECK (This bank account below will be printed on Client's company checks):

BANK Transit (ABA) #:		BANK Account (DDA) #:	
BANK Name:			
BANK Address:			
Starting Check Number:		BANK Phone:	
Comments:		Client Phone:	

In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respect to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature_____ Date _____

CLIENT Representative Name & Title _____

(Must be an authorized signatory on the accounts listed on page 1 of this Agreement)

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ACH FOR SERVICE AND OTHER FEES

Client understands that funds representing the total Service fees and any other fees must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client. ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Service and other fees in accordance with the services agreement or other agreement between ADP and Client. Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

ADPCheck, FSDD, Garnishment Services, Wisely, WGPS, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	270 Park Ave New York, NY 10017	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	One Columbus Circle New York, NY 10019-8735	ADP Client Trust	021001033	00374926	Reverse Wire Impound

Tax & Retirement Services

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	270 Park Ave New York, NY 10017	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	One Columbus Circle New York, NY 10019-8735	ADP Client Trust	021001033	00374934	Reverse Wire Impound

Worker's Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	270 Park Ave New York, NY 10017	ADP Client Trust	021000021	192836812	Reverse Wire Impound

RW-ACH-RWX-CAA (10/2023)

ACH Debit Filters – ADP Company ID's
(Does not apply to wire transactions)

What is an ACH Debit filter?
An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

What is a Company ID?
The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

What do I need to do with these numbers?
To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

How do I know what ID to use?
We've made it easy by including all the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds				
ADP Bank	**Payment Type**	**Account #**	**Domestic Co ID**	**IAT Co ID**
Bank of America	ACH		9333006057	E133036745
BMO	ACH		9333006057	E133036745
JPMorgan Chase	ACH		9333006057	E133036745
JPMorgan Chase	ACH (Workers Comp)		9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)		8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)		9238112001	N/A
PNC	ACH		9333006057	E133036745
Wells Fargo	ACH		9333006057	E133036745
Tax Company IDs Employer Impounds				
ADP Bank	**Payment Type**	**Account #**	**Domestic Co ID**	**IAT Co ID**
Bank of America	ACH		1941711111	V133036745
Bank of America	ACH		1223006057	N/A
Bank of America	ACH		2223006057	W133036745
BMO	ACH		0001600238	S133036745
JPMorgan Chase	ACH		1223006057	U223006057
PNC	ACH		1223006057	U133036745
Wells Fargo	ACH		9095926526	Y133036745
Wells Fargo	ACH		1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs				
ADP Bank	**Payment Type**	**Account #**	**Domestic Co ID**	**IAT Co ID**
Bank of America	Direct Debit of Fees		9223006057	N/A
JPMorgan Chase	Direct Debit of Fees		9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)		9659605002	N/A

Legend
IAT = International ACH Transaction

RW-ACH-RWX-CAA (10/2023)

EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(i)　CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S and its Originators, if any, compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;

(ii)　CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(iii)　CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;

(iv)　CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;

(v)　CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;

(vi)　CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;

(vii)　CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);

(viii)　CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and

(ix)　CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(x)　CLIENT acknowledges and agrees, to the extent applicable, that (1) prior to initiating any Entries on behalf of an unaffiliated third party, Client will enter into an agreement with such third party in accordance with the requirements set forth in the NACHA Rules prior to initiating any Entries on behalf of such third party and (2) Client is responsible for such third-party's compliance with the NACHA Rules

Exhibit B
List of Non-Affiliates for Payment Services

By completing this Exhibit B you are attesting that Client is using ADP to make payments **NOT** exclusively owed by your business but for non-affiliated entities (see examples below). Please provide the legal name, address, FEIN, and industry for each non-affiliate that ADP will be initiating payments for at Client's direction. ALL FIELDS MUST BE COMPLETED.

Non-Affiliate Legal Name	FEIN	Industry (NAIC Code) don't know your code? Visit: NAICS.com	
Physical Street Address	**City**	**State**	**Zip**

Non-Affiliate Legal Name	FEIN	Industry (NAIC Code) don't know your code? Visit: NAICS.com	
Physical Street Address	**City**	**State**	**Zip**

Non-Affiliate Legal Name	FEIN	Industry (NAIC Code) don't know your code? Visit: NAICS.com	
Physical Street Address	**City**	**State**	**Zip**

Non-Affiliate Legal Name	FEIN	Industry (NAIC Code) don't know your code? Visit: NAICS.com	
Physical Street Address	**City**	**State**	**Zip**

Examples of Non-Affiliate Relationships include, but are not limited to the following:

- John is an ADP client. John hires Heather to cater his company event. John pays Heather for her services. Heather then says John, can I give you $300, and you pay each of my waitstaff $100. John pays Heather's waitstaff through ADP.
- CPA client 'ABACUS' is moving monies on behalf of their client 'Joe's Tires', with which ADP does not have a relationship with 'Joe's Tires'.
- ADP client, "CeCe's Restaurant", has a vendor named "Meat Market Inc." Meat Market Inc. has asked CeCe's Restaurant to pay their vendor, 'Freezer Co.'. CeCe's then uses its ADP product to process the payment.
- Client 'Tire Shop' is moving monies on behalf of a separately owned company, 'Smog', but ADP does not have a direct relationship with 'Smog' [no client contract or Client Account Agreement (CAA)].

In these and similar instances, the Client would respond "no" to the non-affiliate checkbox on the Client Account Agreement (CAA) and provide the applicable information in Exhibit B of the CAA because Client is using ADP to pay the Client's client's payees and ADP does not have a relationship with Client's client.

RW-ACH-RWX-CAA (10/2023)

Exhibit C
List Additional Applicable Company Codes
(One code per box)

RW-ACH-RWX-CAA (10/2023)