

CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT



CLIENT NAME: _____ BRANCH: _____ CO. CODE: _____

ADDITIONAL APPLICABLE COMPANY CODES: _____

With respect to the services for which ADP, LLC ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of (1) payroll tax obligations related to ADP's Tax Filing Services, (2) payroll obligations related to ADP's ALINE Pay, Workers' Compensation Compensation, FSDD, ADPCheck, ALINE Pay Card and/or Instant Pay Services, (3) wage garnishment deduction amounts related to ADP's WGPS Services, and/or (4) business tax deposit obligations related to ADP's Electronic Business Tax Services, and Client agrees to the ACH debit method listed below for collection of the applicable fees for the Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, and the provisions of Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable account specified below (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 (fees for services) transactions. Client understands and acknowledges that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Services.

DEBIT METHOD (Check Applicable Box):

Note: ACH method will be used to collect all service fees)

REVERSE WIRE

ADP will initiate request for a wire transfers 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

BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. **NOTE: CLIENT electing ACH may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH. Such dollar limit shall be determined by ADP in its sole discretion.**

REVERSE WIRE (Over ACH Dollar Limit)

In the event a single impound 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 on the back of this Agreement.

BANK INFORMATION: *FSDD & ADPCheck funds must be debited from the same account)

Payroll Taxes	FSDD*	ADPCK*	Aline Pay	ACA	WGPS	Garnishment Svcs	Benefit Svcs	EBTS	401K	Workers Comp	Other
BANK Transit/ABA #						BANK Account #					
BANK Name						BANK Contact					
BANK Address						BANK Phone					
Reverse Wire		ACH		Reverse Wire (Over ACH Dollar Limit)							

Payroll Taxes	FSDD*	ADPCK*	Aline Pay	ACA	WGPS	Garnishment Svcs	Benefit Svcs	EBTS	401K	Workers Comp	Other
BANK Transit/ABA #						BANK Account #					
BANK Name						BANK Contact					
BANK Address						BANK Phone					
Reverse Wire		ACH		Reverse Wire (Over ACH Dollar Limit)							

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services 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.

Fees for Services (ACH Debit Method)											
BANK Transit/ABA #						BANK Account #					
BANK Name						BANK Contact					
BANK Address						BANK Phone					

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

Est. No. of Employees:	Est. Net Payroll:	FSDD Start Date:	ADPCK Start Date:	Federal ID#
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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.

CLIENT acknowledges and agrees that (i) ADP Payroll Services Inc. ("ADPPSI"), a licensed money transmitter, is responsible for providing the money transmission services hereunder and is a party to this Agreement and (ii) ADP's provision of services hereunder shall be deemed acceptance of this Agreement by ADP and ADPPSI. Exhibit B, to the extent applicable, contains information related to how to file a complaint in connection with the money transmission services.

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. 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 above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CLIENT CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account(DDA)#
Bank Name	Starting Check number
Bank Address	

ACH

Client understands that funds representing the total of Fees for Services 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 after such services are rendered. 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 (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Services), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's FSDD, ADPCheck, Aline Pay, Instant Pay Services or Workers Compensation), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS or Garnishment Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), must be on deposit in the applicable DDA Account no later than the applicable date(s) specified within the contractual agreement between ADP and CLIENT for the applicable services. ADP will cause 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).

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.

ALINE Pay, FSDD, ADPCheck, WGPS, Garnishment Services, EBTS, Benefit Services, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	323269036	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Tax Services	021001033	00416217	Reverse Wire Impound

Tax & 401(k)

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	9102628675	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Payroll Tax Deposit	021001033	00153170	Reverse Wire Impound

Workers' Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	304939315	Reverse Wire Impound

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, all CLIENT third- party payments (e.g., vendor 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 Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH transactions without first (i) 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 (ii) 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.

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 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.

EXHIBIT B

California Clients see below for information about filing complaints about the money transmission service:

If you have any complaints regarding money transmission activities, please contact California Department of Business Oversight at:

**Department of Business Oversight
Attn: Consumer Services
1515 K Street, Suite 200
Sacramento, CA 95814
Telephone: (866) 275-2677
Email: consumer.complaint@dbo.ca.gov**



ACH Debit Filters – ADP Company ID's

For various reasons, including fraud and asset protection within financial institutions, it is becoming more common that account holders in the United States, in particular businesses; request that their bank set up a "debit filter" on their bank account. The intention of the debit filter is to block all unauthorized ACH debit transactions to a specific account, making it less likely that an account holder will incur fraud.

For ACH transactions that an account holder wants to be debited from their account, the account holder will give a listing of ACH ID's to their bank, which will allow authorized debits to process. These debit transactions, or ACH ID's, are identified by a 10 digit company ID.

ADP uses various banks to send debits to our client's accounts and has multiple company ID's attached to each of these accounts. The reason for this is to ensure that debits are processed timely, and for disaster recovery purposes. For example, if a bank is doing an upgrade to their system causing a delay, ADP will send a debit from a different account at a different bank.

ADP has no visibility of knowing if our clients have a filter set up on their account.

If you have debit filters on your account, please forward the following Company ID's to your bank for set up. It is advisable that you set up all ID's associated with the product(s) you are processing with ADP.

Money Movement Company ID's Employer Impounds			
Name	Product Type	Domestic Co ID	IAT Co ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JP Morgan Chase	ACH	9333006057	E133036745
JP Morgan Chase	ACH - Flexible Spending Account	9666666606	H133036745
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	Property & Casualty ACH Impound	9333006058	D9333006058
Wells Fargo	Benefit Services ACH Impound	9333006060	E9333006060
Wells Fargo	Health & Benefits ACH Impound	9333006059	G9333006059
Deutsche	Reverse Wire Impound	9553006057	N/A
JP Morgan Chase	Flexible Spending Account Impound	9883006057	H133036745
JP Morgan Chase	Workers Comp Reverse Wire Impound	9555006057	N/A
JP Morgan Chase	Workers Comp ACH Impound	9555555505	G133036745
JP Morgan Chase	Wage Garnishment Payment Services ACH Credits	9876543202	N/A
JP Morgan Chase	Health & Benefits Reverse Wire Impound	9555536057	N/A
JP Morgan Chase	Property & Casualty Reverse Wire Impound	5223006060	N/A
JP Morgan Chase	Health & Benefits Reverse Wire Impound	9555536057	N/A
JP Morgan Chase	Reverse Wire Impound	9883006057	N/A
JP Morgan Chase	Employee/Employer Wire Payments	9443006057	H133036745
JP Morgan Chase	Benefit Services Reverse Wire Impound	9555536058	N/A
Tax Company ID's			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	2223006057	W133036745
Bank of America	Direct Debit of Funds - DDF	9223006057	N/A
JP Morgan Chase	ACH	009220014	Z223006057
JP Morgan Chase	ACH	9102628675	Z102628678
JP Morgan Chase	ACH	1223006057	X223006057
PNC	ACH	1223006057	U133036745
Harris	ACH	0001600238	S133036745
Wells Fargo	ACH	9095926526	Y133036745
JP Morgan Chase	Direct Debit of Funds - DDF	9659605001	N/A
JP Morgan Chase	Direct Debit of Funds - DDF (TotalSource)	9659605002	N/A