

By signing below, Employer and Payroll Processing Provider authorize AccountantsWorld to transmit payroll ACH transactions for Employer.

PAYROLL PROCESSING PROVIDER INFORMATION		
Firm Name: _____		
Street Address: _____	City: _____	State: _____
Firm Contact _____	Phone Number: _____	Email Address: _____
AW Firm Code: _____	AW Employer Code: _____	
EMPLOYER INFORMATION		
Business Name (DBA) _____	Legal Name _____	
Location Address _____	Address _____	
City _____ State _____ Zip _____	City _____ State _____ Zip _____	
Contact Person _____	Contact Person _____	
Phone Number _____	Phone Number _____	
Fax Number _____	Email Address _____	
Years in Business _____	Length of Ownership _____	Years _____ Months _____ # Locations _____ Federal Tax ID # _____
EMPLOYER PRINCIPAL/OFFICER		
Name (print): _____	Title: _____	Equity/Ownership: _____
Date of Birth: _____	Social Security #: _____	Home Phone: _____
Home Address: _____	City: _____	State: _____ Zip: _____
<i>If more than 1, please attach an additional sheet</i>		
EMPLOYER BUSINESS PROFILE		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Sub Chapter S Corp	<input type="checkbox"/> Closely Held
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership General/Limited
		<input type="checkbox"/> Publicly Held
		<input type="checkbox"/> Non Profit/Municipal
<i>(If yes, please explain on separate sheet)</i>		
Is the business or owner a party to any claims or lawsuits? _____	Products/Services sold. _____	
Estimated average net direct deposit amount per payroll \$ _____		
EMPLOYER BANK INFORMATION for ACH PROCESSING		
After submitting this application, the Employer must access the E-Services > Bank Information screen in Payroll Relief to enter and validate their bank account details. The Employer will NOT be approved for EFT Services until this step is completed.		
EFT SERVICES		
Approval of this application entitles the Employer to use all EFT Services currently offered by AccountantsWorld (Direct Deposit, Federal and State Tax Payments, Electronic Filing, and/or Child Support), as well as any EFT Services offered in the future. Specify the EFT Services you wish to use in the Payroll Relief system, E-Services option.		
In addition, the Employer may elect the following service:		
<input type="checkbox"/> Payroll Processing Fees:	To allow the accountant to charge payroll processing fees to the employer through ACH. No additional form required.	
Pre-funding of federal and state tax payments may be elected by using the E-Services > Tax Payments screen.		
WARRANTY: By signing below, I (We) Understand and agree that the principal/officer listed above has reviewed this application and warrants that all information is true and correct. It is a federal crime to submit any Electronic Funds Transfer with Not Sufficient Funds (NSF) to cover the liabilities. Each undersigned owner/officer of EMPLOYER, PAYROLL PROCESSING PROVIDER and THIRD PARTY SERVICE PROVIDER represents and warrants that they have read, understood and agreed to the attached Terms of the Agreement for Electronic Funds Transfer service.		
Principal/Officer of Employer Signature _____	Print Name and Title _____	Date _____
Payroll Processing Provider (Accountant) Signature _____	Print Name and Title _____	Date _____
AccountantsWorld Signature _____	Print Name and Title _____	Date _____

**Terms of the Agreement for Electronic Funds Transfer
(Payroll Direct Deposit, Tax and Compliance Payments)**

AccountantsWorld, LLC (“AW”) operates an online payroll software system, Payroll Relief AC, (the “System”) for its accounting firm customers (the “FIRM”). Utilizing the System, Firms provide payroll processing services to their clients (the “EMPLOYER”). AW offers Electronic Funds Transfer Services (“EFT”) to EMPLOYER as a Third Party Service Provider (“TPSP”) as part of the System.

This Agreement is between EMPLOYER (as shown in the attached application) and AW, as the TPSP and the Firm, as Payroll Processing Provider (“PPP”) (as shown in the attached application). This agreement shall cover all Transactions (as defined herein) that are initiated by AW on EMPLOYER’S behalf using the Automated Clearing House (“ACH”) system. This agreement shall bind EMPLOYER and AW as TPSP to the National Automated Clearing House Association (“NACHA”) Operating Rules that are in effect at any given time. AW uses JP Morgan Chase as its Sponsor Bank (“SB”) acting as Originating Depository Financial Institution (“ODFI”). **WHEREAS:** EMPLOYER wishes to utilize EFT and authorizes AW to initiate ACH entries into designated Account(s) as specified by EMPLOYER.

NOW, THEREFORE, the parties intending to be legally bound do hereby agree as follows:

Definition of Terms: Except as otherwise specifically indicated, the following terms shall have the following meanings in this agreement:

NACHA: The national association that establishes the standards, rules and procedures that enable depository financial institutions to exchange payments on a national basis.

ACH System: A funds transfer system governed by the NACHA operating rules that provide for the inter-bank clearing of electronic entries for participating financial institutions.

Transactions: Paperless debits and credits for direct deposit, tax and compliance payments of EMPLOYER.

EFT: An ACH system transfer.

EFT Data: Data collected by EMPLOYER indicating funds to be distributed by credit or debit to checking accounts of EMPLOYER authorizing such credit or debit.

Debit Returns: Uncollected Employer funds as reported to AW by Sponsor Bank.

Employer: An entity with which the Receiver has a relationship and from (or to) whom funds are ultimately owed.

Sponsor Bank: The bank designated by AW which is a Federal Reserve depository with agreements between itself, AW and the Federal Reserve to electronically transfer funds between member banks of the Federal Reserve Banking System.

Account: A deposit account established by EMPLOYER at a Federal Reserve member bank that has the ability to receive ACH transactions from the Federal Reserve for debit and credit to the account.

Receiver: Those who have given authorization to an originator to initiate credit or debit entries to their accounts.

Originate: The initiation of ACH transactions into the system according to an arrangement with a Receiver.

Settlement Date: The date of the ACH transaction; that is, the date on which an exchange of funds with respect to an entry is reflected on the books of the Federal Reserve Bank(s).

Banking Day: Any business day, which a participating depository financial institution is open to the public for carrying on substantially all of its business functions. This excludes Saturdays, Sundays and all holidays observed by the Federal Reserve.

Pre-funding: The situation where the employer’s bank account is debited for payroll tax liabilities on the pay date, rather than 4 Banking Days prior to the due date.

Fees: The sole consideration payable by EMPLOYER to AW for the services performed herein by AW shall be the fees detailed in the Correction Fee Addendum, which is attached hereto and made a part hereof. All such fees shall be payable by EMPLOYER upon demand of AW. EMPLOYER understands that some of these fees may be subject to tax and agrees to pay all applicable tax. EMPLOYER acknowledges that AW as TPSP and PPP are parties to a separate agreement that provides for the payment of fees by PPP to AW in consideration of AW providing the services to EMPLOYER which are the subject of this agreement.

ENGAGEMENT: EMPLOYER hereby retains and appoints AW as EMPLOYER’S EFT Agent authorized to initiate Transactions into the ACH system originated by EMPLOYER in accordance with the terms and conditions contained herein.

EMPLOYER hereby authorizes AW, in accordance with this agreement, to initiate Transactions to [and from] EMPLOYER’S business Account as entered on the E-Services > Bank Information screen in the Payroll Relief application.

PPP: It is the responsibility of the PPP to assess the suitability of EFT services for this Employer. The PPP is responsible for ensuring the EFT services are set up and utilized in the System in accordance with the Online Payroll Software System Agreement (the “System Agreement”) between AW and PPP and the System operating instructions. The PPP is responsible for verifying that the banking information in the System matches the banking information in this application. PPP agrees to fulfill all of its obligations under this agreement.

Terms and Conditions:

- 1) By utilizing the services of AccountantsWorld, LLC, EMPLOYER has entered into a contractual agreement with a TPSP to process EMPLOYER'S payments. In this instance the TPSP rather than EMPLOYER has the contractual relationship with the SB. EMPLOYER authorizes the TPSP to send or transmit to its SB, a credit entry to the account of a RECEIVER to effect a payment from that entity to the RECEIVER or to send or transmit a debit entry to the RECEIVER'S account in order to effect a payment from the RECEIVER to that entity.
- 2) Each RECEIVER that desires to utilize electronic transfer of funds will provide EMPLOYER with a Direct Deposit Authorization Agreement. The Direct Deposit Authorization agreement will authorize EMPLOYER to utilize the TPSP to initiate paperless electronic transfer of funds for sums due or payable for deposit at the RECEIVER'S BANK (RDFI) where such account is maintained. The electronic transaction may, upon request, be transmitted to other financial institutions that are not members of NACHA, but which have made arrangements with NACHA.
- 3) Each RECEIVER that desires to utilize electronic transfer of funds will also authorize EMPLOYER to utilize the TPSP to initiate paperless debits or corrective reversal entries for sums due to EMPLOYER for erroneous transaction at the RDFI. These reversal entries shall be governed by NACHA rules and regulations. The electronic transaction may, upon request, be transmitted to other financial institutions that are not members of NACHA, but which have made arrangements with NACHA.
- 4) EMPLOYER hereby authorizes the TPSP to make corrective reversal entries in accordance with the operating rules of NACHA to correct such errors as which may arise; errors which are within the knowledge of EMPLOYER and the TPSP. "ERROR" as contemplated by this provision shall include, without limitation, circumstances under which credit entries to the receiver of a RDFI would result for whatever reason in an overdraft upon the account of EMPLOYER or the TPSP'S SB. If EMPLOYER'S bank account Debit is not completed for any reason (including not sufficient funds) the transmission will be assumed as erroneous with intent to print check vs. electronic payment.
- 5) EMPLOYER hereby agrees to indemnify, defend and hold the TPSP, SB, RDFI and other PARTICIPATING BANKS, as well as the NACHA, harmless from any claim incident to the operation of this plan arising from any act or omission of EMPLOYER, its employees or any independent contractor providing payroll processing services directly to EMPLOYER including, without limitation, any claim based on alleged loss as a result of non-credit of any deposit, and any claim which may be made by a depositor as a result of the rejection of any debits because of insufficient funds arising from the failure to credit deposits to said account.
- 6) Neither NACHA nor any PARTICIPATING BANK shall have responsibility for the accuracy of deposit amounts furnished by EMPLOYER, nor shall any such bank or NACHA be under any duty to deliver statements of earnings or any other statements to the depositor concerned. EMPLOYER shall be responsible for delivering such statements.
- 7) The TPSP requires that all funds scheduled for electronic transfer from EMPLOYER, be deposited into the designated account(s) 4 Banking Days prior to the pay date for direct deposit or the due date for payroll taxes, unless EMPLOYER has authorized the account to be pre-funded, in which case all funds for payroll tax liabilities must be deposited by the pay date. Payroll must be finalized and submitted by 8 PM Eastern Time on a Banking Day to be processed for EFT that day. The TPSP shall not be responsible for penalties and interest assessed for late filing of tax deposits or monthly/quarterly/annual tax returns if such funds are not received in a timely manner or if EMPLOYER has not provided the TPSP with unemployment rates, deposit frequency change notices, or other necessary correspondence. The TPSP will transfer such funds from EMPLOYER'S account to a separate escrow or custodial account maintained by the TPSP for the purpose of facilitating all payments hereunder including, without limitation, payroll processing and correction fees due, tax payments, employee payments, and direct deposits.
- 8) EMPLOYER hereby agrees that if there are any Debits Returns for any reason, the TPSP requires that EMPLOYER immediately wire funds to cover the returned amounts. *If the deficiency is not resolved by 2PM EST on the date of return, the TPSP reserves the right to terminate EMPLOYER from its services effective immediately without any notice, and to pursue immediate legal action, including but not limited to placing a freeze on escrowed funds and\ or reversal of payments. If legal action is required by the TPSP, EMPLOYER agrees to pay all TPSP costs and legal fees associated with such action.*
- 9) EMPLOYER is responsible for any applicable charges as shown in Correction Fee Addendum. ***AW will charge the PPP these correction fees.***
- 10) INVESTIGATIVE CONSUMER REPORT: An investigative or Consumer Report may be obtained on EMPLOYER and the Principal/Officer in connection with this application. By signing this application the Applicant authorizes AW or any credit bureau or any credit reporting agency employed by AW OR ANY AGENTS OF AW to investigate the information provided in this application or any other statements or data obtained from EMPLOYER, or any of the undersigned Principals/Officers. Should an adverse decision be made based wholly or in part on the results of the consumer report, you are entitled to a written notice stating: the adverse decision, a statement that the reporting agency did not make the adverse decision, the name, address and telephone number of the reporting agency, your right to obtain a copy of the report (free if within 60 days), and your right to dispute the report. If a

credit report is run by AW in connection with this application, AW may charge PPP for the cost of the report.

Term and Termination. The initial term of this agreement shall be for a period of one (1) year beginning on the later of (a) the date of acceptance of this agreement by AW; or (b) commencement of processing (the "Term"), and unless sooner terminated, shall renew each year for an additional one (1) year term unless AW or PPP provides the other written notice of its intent not to renew no less than seven (7) calendar days prior to the expiration of the current term.

Termination by AW. In the event of an NSF by Employer, AW shall have the right to terminate its services effective immediately without prior notice. AW shall also have the right to terminate this agreement at any time with or without cause, upon seven (7) days prior written notice to EMPLOYER and PPP.

Termination by PPP Upon AW Default. PPP shall have the right to terminate this agreement, effective immediately, if AW is in default of any obligation under this agreement and default continues for 30 days following notice thereof from PPP to AW.

Termination Upon Insolvency Event. This agreement shall terminate immediately if any of AW, PPP or EMPLOYER is declared bankrupt, files a petition under any bankruptcy laws, has a receiver appointed for all or substantially all of its property, or makes an assignment of all or substantially all of its assets for its creditors.

Termination by Employer. EMPLOYER shall have the right to terminate this agreement upon seven (7) days prior written notice to AW in the event that EMPLOYER has terminated its engagement of PPP to offer payroll services through AW. EMPLOYER shall under any circumstance provide written notification to AW of EMPLOYER's termination of PPP's services.

Upon Termination. All rights and obligations hereunder shall cease except:

- a) PPP's obligation to pay the applicable fee for any services performed by AW prior to the effective date of termination
- b) EMPLOYER's obligation to pay for any pending items and returns due to non-sufficient funds
- c) any correction fee incurred.

Upon final audit of EMPLOYER's account balances held by AW, funds will be remitted as originally intended, provided that said funds are free and clear of any NSF holds and/or returns. The TPSP shall not be liable for any consequential damages resulting therefrom.

Force Majeure: Except when prevented from doing so by causes beyond its control, including, but not limited to Acts of God, strikes, mechanical or electrical breakdown, fire, flood, war, governmental action, accident, AW shall process EFT data furnished by EMPLOYER and observe the processing schedules set forth in the specifications as published from time to time by AW, and deposit funds in settlement accounts created by AW for the purpose of processing tax and compliance payments.

Sole Obligation: AW's sole obligation to EMPLOYER hereunder is to perform the services agreed upon, exercising the same degree of care used in processing items and data for its own use. AW shall not be liable for the insolvency, neglect, misconduct, mistake or default of any other bank, corporation or person. In no event shall AW be liable for any loss, destruction, mutilation, damage or theft, resulting from any cause whatsoever, of any data, entries, or items, except those resulting from the willful misconduct, gross negligence or fraudulent act of its employees.

Record Maintenance: This agreement and the performance by AW of its services hereunder, shall not relieve EMPLOYER of any obligation imposed by law or contract, regarding the maintaining of records or other matters nor from employing adequate audit, account and review practices customarily followed by similar businesses.

Indemnification: Excepting any liability, claims, or damages caused by AW's gross negligence, EMPLOYER and PPP agree to indemnify, defend and to hold AW, Sponsor Bank and the Federal Reserve free and harmless from any and all liability, claims, and damages (including attorney's fees and costs) which AW, Sponsor Bank and the Federal Reserve may suffer or incur by reason of providing the services contemplated herein, including but not limited to any liability incurred by AW with respect to the warranties and indemnities required to be made by AW to Sponsor Bank or the Federal Reserve, its representatives, and other banks under the Operating Rules of the National Automated Clearing House. This article shall survive termination of this agreement.

Invalidity: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Facsimile: This agreement may be executed in one or more separate counterparts and conveyed by facsimile, each of which when so executed, shall be deemed an original and shall together constitute one and the same instrument which may be sufficiently evidenced by any one counterpart, each of which shall be fully effective against the parties executing the same (even if by facsimile) and all parties claiming under or through them.

Assignment: AW shall have the right to assign this agreement and AW's rights thereunder to any corporation or other entity which AW may hereafter merge or consolidate, or to which AW may transfer all or substantially all of its assets provided such corporation or other entity assumes all of AW's obligations thereunder.

Warranty and Limitation of Liability: AW 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 AW's liability hereunder, if any, shall be limited to liquidated damages in the amount of the total System 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 nonperformance of AW's obligations under this agreement. IN NO EVENT WILL AW BE RESPONSIBLE FOR (a) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OF AW's DUTIES, OR (b) ANY LOSS OR DAMAGE TO EMPLOYER, 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 EMPLOYER DEALS OR THE EMPLOYEES OR AGENTS OF SUCH BANKS, OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR MAKES ELECTRONIC TRANSFERS.

Entire Agreement: This contract cancels any previous contract written and executed at AW. Further, this agreement constitutes the entire agreement between the parties. Each of the parties hereto acknowledges and agrees that there are no other agreements, either written or oral, governing their relationships or Fees other than the **Online Payroll System Software and License Agreement between AW and PPP.**

Amendment: AW reserves the right to amend or modify any provision of this agreement. Any amendment to this agreement shall be effective the later of either the effective date contained in the notice of acceptance or fifteen (15) days after notice has been served, or when expressly agreed.

Guarantors: The undersigned principals/officers of EMPLOYER ("Guarantors"), by their execution of this agreement, hereby unconditionally and irrevocably personally guarantee the full and faithful performance or payment by EMPLOYER of each and all of its duties and obligations herein set forth and contained, whether prior or subsequent to termination or expiration hereof. This is a guaranty of payment, not of collection.

Attorney's Fees: Should either party pursue an action in court or arbitration against the other regarding any provision of this agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Binding Effect: Governing Law; Jurisdiction and Venue. Any action or proceeding on the agreement by or against AW shall be initiated and maintained under the jurisdiction of the State of New York with venue in the courts of Suffolk County, in which case this agreement shall be construed and governed by the laws of the State of New York.

Construction. This agreement shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this agreement or any part hereof to be drafted.

Successors and Assigns. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

Notices. The Firm will be notified of all changes to this agreement via the What's New link in the Payroll Relief system. The most current version of this agreement will be available for download at all times from the Payroll Relief E>Services screen.

Governing Law. The validity, construction and effect of this agreement shall be governed by the laws of the State of New York (without giving effect to principles of conflicts of law).

Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties hereto hereby irrevocably consents to the exclusive jurisdiction of the Supreme Court of the State of New York in Suffolk County and the United States District Court for the Eastern District of New York and waives trial by jury in any action or proceeding with respect to this agreement.

Employer's Representation re: Prohibited Persons and Transactions. EMPLOYER represents and warrants to its best knowledge and belief that neither EMPLOYER nor any of its employees is, nor will they become, a person or entity with whom the U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and will not contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Last Revised on 07/23/09

CORRECTION FEES ADDENDUM

Company Payroll Return fee - assessed when sufficient funds are not present in EMPLOYER'S bank account to fund the payroll amount.	\$100.00
Company Payroll Tax Return fee - assessed when sufficient funds are not present in EMPLOYER'S bank account to fund the tax payment amount.	\$35.00
Payroll Processing Return fee – assessed when sufficient funds are not present in EMPLOYER'S bank account to fund payroll processing fees billed by the accountant.	\$10.00
Payroll Recall fee – assessed when AccountantsWorld, LLC must recall EMPLOYER'S payroll file. This typically occurs when sufficient funds are not present to offset the payroll amount.	\$100.00
Payroll Tax Recall fee – assessed when AccountantsWorld, LLC must recall EMPLOYER'S payroll file. This typically occurs when sufficient funds are not present to offset the tax payment amount.	\$35.00
Item Trace fee – fee for the Federal Reserve to track the location of a specific item.	\$20.00
Item Recall fee – recalling an individual item from the payroll after it has been processed by AccountantsWorld, LLC.	\$10.00
Bank Correction Request fee - assessed when items are returned due to incorrect banking information (including notification from bank concerning individual account correction).	\$3.00
Credit Return fee - assessed when AW is unable to deposit payroll into an employee account.	\$7.50

APPLICATION INSTRUCTIONS

Please fax the following to (631) 232-3528:

- 1) Application (page 1 only) – DO NOT FAX PAGES 2-6. ENSURE the application is completely filled out including all required signatures.**
- 2) Form 8655 – Needs to be completed for electronic payment of federal taxes or for electronic filing of federal payroll tax returns.**

Please Note: The approval process may take up to two weeks. Incomplete applications will delay the process further.