



# Direct Deposit Service Agreement (Agent)

CLIENT INFORMATION (required section when applying for direct deposit)				
Client's Legal Name (must match IRS proof)		DBA Name (if different than above)		
Street Address (no P.O. box)		City, State, ZIP		
DBA Address (if different than legal business address)		City, State, ZIP		
Business Owner		Business website		Date Business Started
Business Phone #	Business Fax #	Business Contact Name	Email Address	
Entity Type <input type="checkbox"/> S-corp <input type="checkbox"/> C-corp <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonprofit				# of Employees on DD
Payroll Frequency <input type="checkbox"/> W <input type="checkbox"/> BW <input type="checkbox"/> SM <input type="checkbox"/> M <input type="checkbox"/> Q		Total Expected Direct Deposit Per Payroll	Current Payroll Provider <input type="checkbox"/> In-house <input type="checkbox"/> Sage <input type="checkbox"/> Other	
Federal Reporting Information (EIN)	GL Interface <input type="checkbox"/> Yes <input type="checkbox"/> No	State of Incorporation	Sage Customer ID	Expected Start Date

This agreement will authorize CompuPay to initiate debit/credit entries to the Checking Account/Savings account at the depository financial institution ("Bank") as indicated below.

BANK INFORMATION—Payroll funding/Billing/Client Account			
Bank Name			
Bank Address		City	State      ZIP
Bank Contact Name		Bank Contact Phone #	
Routing Number		Account Number	
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings or Money Market			

**Please attach a voided check for this account**

The payroll funding debit and billing debit will be combined unless the box below is completed.

BANK INFORMATION—Billing only		<input type="checkbox"/> Client Account	<input type="checkbox"/> Agent Account
Bank Name			
Bank Address		City	State      ZIP
Bank Contact Name		Bank Contact Phone #	
Routing Number		Account Number	
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings or Money Market			

**Please attach a voided check for this account**

PAYROLL/CPA CONTACT INFORMATION (leave blank if same as above)			
Payroll Contact Name		Relationship to Client (CPA, Payroll Manager, and so on)	
Address for payroll contact		City, State, ZIP	Phone #
Email Address		Fax #	
		If all payroll information should be sent to payroll contact ONLY, please check here <input type="checkbox"/>	
Do you have any other accounts using Sage 50 direct deposit services? If yes, please list them below:			

**MUST ATTACH AN AUTHORIZATION TO DEBIT FORM WITH THIS AGREEMENT**

This agreement may be considered an application for credit and authorizes CompuPay to investigate the credit of the client or its principals including vendor references, bank account status and history. Additional fees may apply. Sage 50 Accounting Software is a licensed product of Sage Software, Inc. that the Client has purchased from Sage (and will maintain with Sage) and the Client has asked CompuPay to use that interface to produce the direct deposit information by CompuPay.

FOR INTERNAL USE ONLY (leave blank if same as above)				
Sales Representative	Promotion Code	Sales Mgr. Approval	Revenue	Lead referral source
Certified Consultant	SAN Member	Date Received	Additional notes	
Address		City/State/ZIP		

**1. UNIVERSAL TERMS AND CONDITIONS**

a. Client agrees to complete and execute all reasonably required documentation and otherwise comply with all terms of this direct deposit service agreement and its attachments ("Agreement"), so that CompuPay may perform the services the Client desires under this Agreement. Services under this Agreement relate to direct deposit payrolls, and deduction of fees from an account for which Client shall provide CompuPay with an Authorization to Debit Form which identifies Client's financial institution and account number ("Client's Account") together with a voided check from such account (the "Services").

b. Client authorizes CompuPay to debit Client's Account before each of Client's "Payroll Check Dates" (the date on which the Client designates that the payroll direct deposits are to be remitted to its employees) in accordance with the terms of this Agreement, in such amounts as Client instructs CompuPay are necessary to pay those individuals who have elected to receive their payments by direct deposit ("Payees"). The credits to the individual Payee accounts shall be on the Payroll Check Date.

c. Client will be depositing funds with CompuPay for the purpose of enabling CompuPay to make payments to Payees designated by Client on their respective Payroll Check Dates. Any investment earnings including interest earned on such funds between the date of withdrawal of such funds by CompuPay from Client's Account and the date such funds are paid to the Payees shall be for CompuPay's benefit and not for Client's or any Payee's benefit.

d. The Parties agree that all electronic transactions shall comply with the National Automated Clearing House Association ("NACHA") Rules and the terms and conditions of this Agreement. The Parties understand and agree that any entry made may not knowingly and intentionally violate federal, state and local laws. Client agrees to validate that no transactions will be originated that include a company or individual that has been included on any list published by the Office of Foreign Assets Control ("OFAC") relating to restrictions on the conduct of financial transactions which designate individuals or companies without an appropriate license.

e. Client authorizes and directs its financial institution (which shall be a participating financial institution in the ACH network) to charge Client's Account in the amount of each debit and to honor and pay the debit in accordance with its terms. This authorization shall be a standing authorization and shall remain in full force and effect until terminated in accordance with the terms of this Agreement and Client's agreement with its financial institution, and until CompuPay and Client's financial institution shall have had a reasonable opportunity to act upon such termination. In the event that Client shall designate a different financial institution or shall designate a different account number at the existing financial institution for the purpose stated herein, Client shall immediately notify CompuPay of such change by furnishing a new Authorization to Debit Form to CompuPay, together with a voided check from such new account. Client agrees to provide CompuPay with the written notice in the form of a new Authorization to Debit Form at least ten (10) days before the effective date of any such change.

f. Client agrees to always have in Client's Account, good, collected funds in an amount sufficient to cover the debits initiated by CompuPay no later than the beginning of the day that CompuPay will debit Client's Account. Client acknowledges and agrees that Client will be debited by electronic entry unless: 1) any single payment to cover Client's direct deposit credits equals or exceeds \$100,000.00, or 2) any initial electronic debit request is

returned by Client's financial institution for any reason, in which case Client may, at CompuPay's option, be required to fund such payroll file by wire transfer. Any and all fees and expenses arising from such wire transfers, including without limitation, the wire transfer fees of the "Originating Bank" (as defined under NACHA Rules) and Client's financial institution, shall be paid by the Client. CompuPay shall not be liable for any such fees or expenses. Client acknowledges and agrees that wire transfer fees are in addition to, and not in lieu of, any other fees payable to CompuPay under this Agreement.

g. Returned Debits  
Client's Services may be terminated at CompuPay's sole discretion without any advance notice, notwithstanding any other termination provisions in this Agreement, if a debit withdrawal request is returned to CompuPay as being dishonored. Client agrees to pay CompuPay a service fee for a debit withdrawal request that is returned to CompuPay as being dishonored. The fee shall be charged at the current Non Sufficient Funds ("NSF") Rates as published on the CompuPay fee schedule. This schedule may be reviewed and adjusted at CompuPay's sole discretion.

h. Verification of Data  
Client acknowledges and agrees that it shall be Client's sole responsibility to promptly review all email funding reports and records furnished to it by CompuPay, including but not limited to lists of credits and/or debits initiated by CompuPay on behalf of Client and all information provided to client by CompuPay for validity and accuracy. Client also agrees to promptly notify CompuPay of any discrepancies between the information contained in such reports or records and Client's own records. Errors resulting from inaccurate information supplied by Client or Client's failure to review all reports and records furnished to it by CompuPay, and promptly report to CompuPay any errors, shall be Client's sole liability, and Client agrees to indemnify and hold CompuPay harmless for any such errors. (See "Limitation of Liability" and "Indemnification" Sections below).

**2. FUNDING AND CREDIT TERMS**

a. Notwithstanding anything contained herein to the contrary, CompuPay shall not be obligated to provide the Client with any services unless and until CompuPay approves such services for Client. CompuPay's review process will begin upon its receipt of all of the documentation CompuPay requires. Client agrees to provide CompuPay with any and all information and documentation (financial or otherwise) that reasonably may be required by CompuPay in its review process. If approved, the Services will begin upon the date advised by CompuPay and shall automatically continue thereafter unless and until terminated as provided for by this Agreement.

b. Client certifies that the information it has provided or will provide to CompuPay is true, accurate and complete. Client understands that the Services provided under the terms of this Agreement require credit approval. Client authorizes CompuPay to make whatever inquiries it deems necessary of others, including but not limited to, requesting Client's consumer reports, bank credit information or other credit reference review. The credit approval process will be dictated by Client's average net payroll. The credit process may require up to five (5) business days. CompuPay will advise Client of its processing schedule after credit approval ("Payroll Processing Schedule"). CompuPay reserves the right not to provide services under the terms of this Agreement based on negative information received from consumer reports in compliance with the applicable provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and its correspon-

ding regulations. CompuPay agrees to process Client's Direct Deposit payroll by initiating electronic debit and credit instructions through an Originating Bank.

c. Client acknowledges and agrees that reporting direct deposit after the time associated with their Payroll Processing Schedule may result in late receipt of Direct Deposits on or after the Payroll Check Date. Client further agrees that it will cooperate with CompuPay to recover funds paid to an employee or any other non-employee account in error, or in the event a debit entry to the Client's Account is returned for any reason.

### 3. DESCRIPTION OF SERVICES

a. Direct Deposit

i. Client engages CompuPay to make collections and payments for Client's direct deposit liabilities based on the information provided by Client.

ii. CompuPay, through the Originating Bank, will initiate debits to Client's Account and credit the financial institution accounts of the Payees.

iii. Client agrees that prior to the initiation of the first credit to any Payee, Client shall obtain a written authorization signed by such Payee (the "Payee Authorization"), in the form provided by CompuPay or in any other form acceptable to CompuPay which complies with NACHA Rules. This form shall authorize the initiation from time to time of credits to such Payees' accounts as well as authorize the debiting of such accounts in order to recover any funds credited to such accounts in error or in the event a debit entry to Client's Account is returned for any reason. Client agrees to have CompuPay credit or debit Payees' accounts for net changes to payrolls that are reprocessed for any reason. Client shall retain the original signed Payee Authorization, or duplicates of the original, regardless of the manner in which stored (electronic, photocopied, etc.), during the period such Payee Authorization is in effect and for a period of two years after the termination or revocation of such Payee Authorization, and shall furnish such original or copy to CompuPay upon CompuPay's request.

iv. Client hereby represents and warrants to CompuPay that: (a) each credit to the account of a Payee and each debit reversing one or more previous such credits will be timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by Client; (b) at the time any credit is made to the account of any such Payee, Client has no actual knowledge of the revocation or termination of such Payee's Authorization; (c) each debit to the account of a Payee (reversing a prior credit) will be for a sum which is due and owing; (d) Client's payment by means of electronic credits complies with all laws applicable to Client and Payee with respect to such payments; and (e) Client will have good, collected funds available in Client's Account for the purpose of honoring every debit made by CompuPay in connection with the services described herein.

### 4. TERMINATION

a. Notwithstanding anything to the contrary contained in this Agreement, Client acknowledges and agrees that this Agreement may be immediately terminated at CompuPay's option and without prior notice, and that CompuPay will have no further obligation to Client to provide any Services if any one of the following occurs (a "Termination Event"): (i) any debit to Client's Account for funding is returned to CompuPay or the Originating Bank or Client has defaulted in the payment of any sum of money owed to CompuPay; (ii) any representation presented by Client is incorrect in any material respect; (iii) Client shall default in the observance or performance of any agreement, covenant or obligation pursuant to this Agreement; (iv) (1) Client terminates operations, (2) a receiver, custodian, trustee or liquidator becomes responsible in any manner for Client or any of its assets, (3) Client is unable to pay its debts as the debts become due, (4) Client makes any assignment for the benefit of its creditors, (5) Client becomes the bankrupt party under the United States Bankruptcy Code (as now or hereafter in effect), or either involuntarily or voluntarily becomes the subject of any other law relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or composition or adjustment of debts; (v) the Originating Bank notifies CompuPay that it is no longer willing to originate debits and credits for Client for any reason whatsoever (including without limitation, the return of a debit entry or insufficient or uncollected funds); (vi) the Debit Authorization is terminated (unless replaced by another Debit Authorization); or (vii) CompuPay's agreement with the Originating Bank is terminated.

b. Either Party may terminate this Agreement without cause with written notice to the other Party.

### 5. LIMITATION OF LIABILITY

a. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND COMPUPAY SOFTWARE IS PROVIDED "AS IS" AND ACCESS TO THE SOFTWARE IS PROVIDED "AS AVAILABLE."

b. CompuPay shall use due care in providing the services pursuant to this Agreement, but shall have no responsibility for correcting errors which are due to the Client's negligence or incompleteness or inaccuracy of information provided by Client or its employees or agents.

c. CompuPay's role is that of a processor of direct deposit information supplied by Client. CompuPay is not an agent of Client, and specifically disclaims any fiduciary relationship with Client. CompuPay's Services specifically exclude tax, employment and/or other legal advice. Client should seek legal and/or tax advice from an attorney and/or other tax professional.

d. Client agrees that it remains responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. Client further agrees that it remains solely responsible for the timely provision of complete and accurate information as required and/or necessary for the performance by CompuPay of Services pur-

suant to this Agreement. Client agrees to timely verify such information upon request and to correct any errors in such information immediately upon the discovery. If the data submitted by Client is incorrect, incomplete or not in proper form, whether due to Client or Sage, then Client agrees to pay CompuPay its standard rate then in effect for any additional work performed to correct such data. Client agrees it is responsible for the consequences of any instructions it gives to CompuPay as well as Client's failure to supply accurate information to CompuPay, whether directly or through Sage.

e. CompuPay's liability with respect to this Agreement to the extent permitted by applicable law is limited to the remittance to appropriate payees of funds held on behalf of Client or other correction of any error due to CompuPay's negligence.

f. COMPUPAY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR OTHER ECONOMIC LOSS EXPERIENCED BY THE CLIENT OR ANY THIRD PARTY.

g. CompuPay shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control. Client recognizes that Internet service provider interruptions that prevent Client from entering and/or transmitting direct deposit information are beyond CompuPay's control and Client agrees that CompuPay shall not be liable for any resulting damages or losses resulting from such interruptions. CompuPay also shall not be liable for any fraudulent or dishonest acts or omissions of Client's officers, employees or agents, whether involving Client's use of the services or otherwise, or any such acts or omissions.

h. CompuPay's sole liability arising out of contract, negligence, warranty, strict liability under tort, or any other cause of action, except as specifically set forth below, shall be limited to the amount of any fees actually paid by Client to CompuPay during the preceding twelve months after the last act giving rise to the cause of action. Any action by Client (other than an action relating to infringement of intellectual property) must be brought within one (1) year of the date on which the cause of action arose.

i. CompuPay's sole liability under this agreement for money damages resulting from claims made by Client arising from or related to fraudulent or dishonest acts or omissions of CompuPay's Officers, Employees or Agents shall be limited to the actual loss of funds caused solely and directly by such fraudulent or dishonest acts or omissions.

j. The limitations of liability and damages provided for herein are material elements of this Agreement. Client acknowledges and agrees that absent such limitations, CompuPay would not otherwise be able to provide the Services set forth herein on an economic basis.

### 6. INDEMNIFICATION

a. Client agrees to indemnify CompuPay and to hold CompuPay harmless from all loss, damages and expenses (including reasonable attorneys' fees) in connection with any claim which may arise out of or result from Client's furnishing of incomplete or inaccurate information to CompuPay for use in connection with CompuPay's performance under this Agreement.

b. The accuracy and the integrity of the services CompuPay can provide is limited by the nature of the information Client provides. Anything to the contrary contained within this agreement notwithstanding, compliance with applicable federal, state or other local laws is Client's sole responsibility. If at any time Client's funds are insufficient to cover the net payroll, related taxes, and processing fees, CompuPay's responsibility to perform the services under this Agreement shall automatically terminate.

### 7. FEES; PAYMENT

a. Client agrees to pay CompuPay processing fees via electronic debit ("Auto Billing") for the Services.

b. If Client fails to pay any amount due under this Agreement, whether by acceleration or otherwise, upon demand by CompuPay, Client shall pay interest at the rate of 1.5% per month (but not to exceed the maximum allowed by law) on such delinquent amount from the due date thereof until the date of payment. Client agrees to pay or reimburse CompuPay for any and all expenses CompuPay may incur, including interest and reasonable attorney fees, in taking action to collect any amounts due CompuPay hereunder or in enforcing any of CompuPay's rights hereunder.

c. Wire transfer fees will be charged in accordance with reasonable and prevailing fees. All wire transfer fees are in addition to, not in lieu of, any other fees payable to CompuPay under this Agreement.

d. All financial institution fees charged by Client's financial institution shall be the sole responsibility of Client. Client shall pay for any financial institution service charges CompuPay may incur due to a debit withdrawal request returned to CompuPay as being dishonored.

e. CompuPay shall have the right to increase any and all prices and/or fees at any time upon fifteen (15) days' written notice to Client.

### f. Refund/Adjustments

No refund or adjustment will be processed by CompuPay until verification is available that good, collected and final funds from Client are on deposit in CompuPay's account. If Client does not honor a debit from CompuPay correcting a previous credit entry, then Client will refund to CompuPay the amount of such credit entry if CompuPay already refunded such amount to Client, or CompuPay may offset the amount against other funds in CompuPay's possession.

**8. MISCELLANEOUS**

**a. Assignment**

Client shall not assign this Agreement without CompuPay's prior written consent, which will not be unreasonably withheld. Any attempt by Client to assign any of its rights, duties or obligations that arise under this Agreement without such consent shall be void. CompuPay shall be able upon demand to assign to Sage Software Inc. or any of its affiliates any of its rights, duties and obligations that arise under this Agreement upon demand.

**b. Entire Agreement**

Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty by CompuPay not set forth in this Agreement. This Agreement contains the entire agreement between CompuPay and Client with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.

**c. Amendment**

CompuPay reserves the right to amend any of the services provided to Client pursuant to this Agreement and to amend any of the Universal Terms and Conditions contained herein, any of which amendments shall become effective upon fifteen (15) days' written notice from CompuPay to Client. Except as otherwise provided herein, this Agreement shall not be modified in any way except in writing, signed by duly authorized officers of CompuPay and Client.

**d. Severability**

If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, such provision shall be severable and the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

**e. No Waiver**

CompuPay's failure to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of any of CompuPay's rights as set forth herein, at law or in equity, nor shall such failure be considered a waiver by CompuPay of any other provision or subsequent default by Client in the performance of or in compliance with any of the terms and conditions set forth herein.

**f. Counterparts; Originals**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. This Agreement shall become effective when one or more of the counterparts have been signed by each of the signatories and delivered to CompuPay. Signatures transmitted by facsimile are fully effective for all purposes. The Parties acknowledge and agree that this Agreement is deemed entered into in Miramar, Florida.

**g. Governing Law; Forum Selection**

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Florida. CompuPay and Client acknowledge and agree that, subject to the requirement of binding arbitration set forth below, the U.S. District Court for the Southern District of Florida, or if such court lacks jurisdiction, the Seventeenth Judicial Circuit (or its successor) in and for Broward County, Florida, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement. The Parties further agree that

in the event of litigation arising out of or in connection with this Agreement in these courts, they will not contest or challenge the jurisdiction or venue of these courts. Agreement to this term shall serve as an affirmative waiver by Client of any challenges to this provision. Client understands and agrees this term is material to CompuPay's entry into this Agreement. Client further understands and agrees that if Client poses an unsuccessful challenge to this forum selection provision, Client shall reimburse CompuPay for all reasonable attorneys' fees and costs incurred by CompuPay in connection with defending such challenge. In the event of any express conflict between the terms and conditions of this Agreement, or any other CompuPay agreement, this Agreement shall govern.

**h. Binding Arbitration**

The parties agree that any dispute or controversy arising out of or in connection with this Agreement or the relationship of the parties hereto, whether such dispute or controversy relates directly or indirectly to the Agreement or the relationship of the parties, shall be resolved solely by means of binding arbitration. This requirement of arbitration shall apply regardless of the nature of the claims, defenses or forms of relief sought by any of the parties or third persons, whether legal or equitable. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, specifically including the selection of an arbitrator or panel of arbitrators, if the parties are unable to agree upon such arbitrator or panel. Any such arbitration shall be performed in Miami, Florida. A judgment on the award of any arbitrator(s) may be entered in the state courts of Florida or United States District Court located in Miami, Florida.

**9. ATTORNEYS' FEES AND COSTS**

If CompuPay is required to arbitrate or take any legal action to enforce the terms of this Agreement and is successful in such arbitration or legal action, Client agrees to pay CompuPay all costs, attorneys' fees and interest reasonably incurred as a result of the necessity of such arbitration or action (including those incurred on appeal).

**10. AGENT APPOINTMENT**

a. Client has appointed \_\_\_\_\_ ("Agent") as its agent for purposes of the Agreement and agrees that CompuPay may rely on the Agent as acting on behalf of Client with respect to the Agreement to the same extent as if CompuPay were relying on Client.

b. Before Client may withdraw its authorization for the Agent to act on the Client's behalf under the Agreement, CompuPay must have received at least 10 (ten) days prior written notice, which notice must specify that Client is revoking the authorization of the Agent referred to in this Addendum.

c. Client agrees that it is responsible for providing the Agent with a copy of the Agreement and for monitoring the Agent and that CompuPay shall not be responsible for the acts or omissions of the Agent.

**For Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**For CompuPay**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**For Agent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

Effective date: \_\_\_\_\_

