



Precision Payroll Services Inc.

Direct Deposit Setup Instructions:

1. Provide IRS Letter of Incorporation or State Business Registration Certificate.
2. Complete the following forms for the Company setup, please ensure that you sign in all areas that indicate a signature needed.
3. Have each employee that will receive direct deposit complete and sign the Employee Direct Deposit form and attach a copy of a voided check from the account that will be credited. If they will use a savings account, please instruct the employee to obtain the ACH Routing and Account number from their bank – DO NOT USE A DEPOSIT SLIP!
4. If your account will not be pre-funded five days before your check date, you will need a bank Letter of Guarantee, which we will provide to you.
5. Feel free to call our office with any questions!



Precision Payroll Services Inc.

PAYROLL SERVICES INFORMATION FORM – EMPLOYER ©

[Please type or print clearly]

Processor: Precision Payroll Services, Inc. Date: _____, 20____

Employer Company Name: _____

D/B/A If Applicable: _____

Fed TIN: _____ (Check one: EIN or SSN)

State EIN: _____

Address (Street & P.O. Box for Mailing): _____

City _____ State _____ Zip _____ - _____

Telephone (Main Number): _____ Fax: _____

E-mail: _____ Website: _____

Type of business (if a sales business, attach a description of how it is conducted):

Date Established _____ No. of Locations: _____ No. of Employees: _____

Type of Entity: Corporation Partnership Sole Proprietor Government Non-Profit

Company Officers, Managers & Principals (Name / Title / Telephone):

The following information is required and must be completed: Has the Company, any principal, officer or manager been (check one):

1. Indicted, arrested or convicted of any crime other than minor traffic violations during the past ten (10) years?
 YES NO
2. The subject of an administrative hearing by any Department or Agency of the Federal Government or any State Government during the past ten (10) years? YES NO
3. Has Company, principals, officers or managers filed for Bankruptcy? YES NO

If the answer to any of the above questions is YES please provide complete details for EACH YES answer. If any of the events questioned above occur subsequent to appointment please notify the company immediately by fax at 912-691-5766.

I HEREBY DECLARE ALL THE INFORMATION WITHIN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY AUTHORIZE A CREDIT CHECK AND RELEASE OF ANY AND ALL INFORMATION REQUESTED BY THE ACH PROCESSING COMPANY.

Company Name: _____ Date: _____

Signed: _____ By (Print Name): _____



Precision Payroll Services Inc.

THE ACH PROCESSING COMPANY ©

CREDIT AUTHORIZATION ©

Schedule A - Business

**DO NOT COMPLETE THIS BLOCK
This Section will be filled in by ACHPC**

TO: _____
Bank or Agency

Address

City State Zip

Phone Fax Email

RE: _____

Business Name Tax Identification Number

Bank Routing Number Bank Account Number

Address

City State Zip

I hereby authorize the bank or agency named above to release any and all information requested by The ACH processing Company, Incorporated for approval of an application or Processing Agreement I may have pending with them for services.

Dated this _____ day of _____, 20_____

Signature: _____

Print Name: _____

The ACH Processing Company
Fax: 912-691-5766



Precision Payroll Services Inc.

PAYROLL SERVICES PROCESSING AGREEMENT – EMPLOYER©

Agreement by and between _____ (“Employer”), with an address of _____,
_____ , _____ , _____ , _____
and **Precision Payroll Services, Inc.** (“Processor”) either or both the Originators, and The ACH Processing Company and all financial or banking institutions (“ACHPC”)

Employer has established a payroll processing arrangement with Processor to provide services for the calculation and payment of payrolls, taxes and other payments (“Payroll Services”) with either or both the Originators, and understands that ACHPC only provides processing through the ACH and other transaction networks or systems to facilitate such services.

Now, Therefore, for valuable consideration, and the mutual promises contained herein, it is agreed as follows:

1. The Employer and Processor will comply with the NACHA Operating Rules, all other financial transaction Rules and all applicable Federal and State Laws, Rules and Regulations (“Laws”). The specific duties of the Employer or Processor provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The Processor is, and assumes all the duties and responsibilities of an Originator in the Rules. Entries initiated by the Employer or Processor cannot violate the Rules or laws and can be rejected by ACHPC if not in compliance with the Rules or Laws.
2. The Employer or Processor shall establish and maintain a Payroll Account at a bank acceptable to ACHPC and shall maintain therein available funds in an amount sufficient to cover the Employer's payroll or prefund the amount of the payroll prior to the payroll date. The Payroll Account shall be debited for the total payroll as determined by the Employer or Payroll Processor for each payroll cycle.
3. The Employer will obtain written authorizations from each employee for electronic direct deposit of the payroll and shall retain the original or a microfilm record or other equivalent to a microfilm record for two (2) years after termination or revocation of such authorization. Employer shall provide a copy of such Employee Authorization Agreement for Preauthorized Payments and a copy of a voided check, within 3 days of such request.
4. Each entry or file shall be delivered to ACHPC in accordance with the Processing Schedule in effect from time to time.
5. The Employer or the principals of Employer will promptly provide immediately available funds and authorizes the Processor, the originator of the transactions and that has the initial responsibility for collection from the Employer, ACHPC or its bank to debit its or their accounts, or the accounts of the employees if any debit or credit entry initiated by the Employer or Processor is rejected or returned by the Receiver or ODFI, or other financial institution if any adjustment memorandum that relates to any such entry is received by its bank or ACHPC. Said debit(s) can be in the amount of the rejected amount and all fees, including specifically return of entry fees and charges, which will constitute the indebtedness. For valuable consideration, the principals unconditionally guarantee and promise to pay ACHPC or order, on demand, in lawful money of the United States, any and all indebtedness. The principals of Employer waive all presentments, demands for performance, notices of non-performance, protests, notices of dishonor and notices of acceptance of this guarantee. The principals further waive all rights of subrogation or set-off, and any suretyship defenses, or defenses of any other kind or nature; and further agree to execute any and all documents at the request of ACHPC to grant a security interest in favor of ACHPC.
6. ACHPC will not be liable for any damage or loss (including, but not limited to, liabilities, costs and expenses) to the Employer or Processor arising out of the acts or omissions of any third parties, including, but not limited to, the ACH, the National Automated Clearing House Association, or any other ACH organization, any Federal Reserve Bank, any receiving financial institution in which an employee maintains an account, and receiving depository institution or any processor. ACHPC makes no representations or warranties except as expressly stated herein and all other warranties, express or implied, are hereby specifically excluded.

The Employer agrees to defend, indemnify and hold harmless ACHPC from all liabilities, losses, costs and expenses (including attorney's fees) incurred by ACHPC and caused by or arising out of (a) any breach by the Employer of any provision of this Agreement or contained in any other agreement by the Employer with any employee, (b) any failure by the Employer to comply with any provisions of applicable federal or state laws, regulations, rules or operating letters, and © any action taken by ACHPC in reliance upon or pursuant to any instructions or specific request of the Employer including, but not limited to, the reversal of any electronic deposit to an employee, or the disbursement of any funds. The Employer will indemnify ACHPC if ACHPC incurs any loss or liability on account of the breach, with respect to any entries initiated by the employer or Processor of any of the warranties of an originating Bank contained in the Rules, except due to ACHPC's own negligence. The Employer shall be responsible for any entries that may cause an account not belonging to the intended party to be debited or credited, or an account to be debited which was not authorized by the account holder. The Employer will initiate a reversal of such entry as soon as possible. ACHPC may apply any funds that are available for a Company to any outstanding balance due ACHPC before refunding any amounts to the Company.



Precision Payroll Services Inc.

PAYROLL SERVICES PROCESSING AGREEMENT – EMPLOYER© (cont.)

7. The Employer or Processor as applicable will compensate ACHPC for (a) providing the services referred to herein at the prices set forth on the current ACHPC Fee Schedule which may be amended by notice from time to time; (b) credit or other verification by ACHPC; (c) all NSF or other return fees or charges imposed by any financial transaction association including return of entry fees imposed by NACHA, (d) the amount of (i) any award made pursuant to the NACHA Arbitration Procedures or (ii) any fine assessed by an ACH Rules Enforcement Panel under the NACHA National System of Fines, in either case against ACHPC or the Company arising out of the performance or breach of this Agreement by the Company; (e) interest on any amounts due ACHPC under clauses (a) through (d) inclusive above at such rate as permitted by law, (f) any reasonable attorney's fees, and (g) costs and expenses of collection as permitted by law.

8. In the event the Employer or Processor incurs any loss due to mishandling of a particular entry or entries, ACHPC's liability to the Employer or Processor shall be limited to (a) liability for its own negligence or willful misconduct; and (b) the amount recoverable by ACHPC from the ACH or other financial transaction network or system, or any third party pursuant to the Rules or any indemnity agreement. In no event is ACHPC liable for any consequential, incidental, special, punitive or indirect loss or damage which Employer may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor from ACHPC's acts or omissions pursuant to this Agreement. In no event shall ACHPC's total liability to the Employer or Processor pursuant to any claim arising out of or relating to this Agreement or the transactions covered hereby (whether in contract or tort) exceed the dollar amount of pay to the specific employee affected as stated on the official check(s) and/or list provided by Employer or Processor on which the claim is based.

9. This Agreement may be terminated immediately on written notice by either party, provided, however, the Employer's or processor's duty to maintain sufficient funds in the Payroll Account to meet obligations shall continue, and that all other applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Employer or Processor prior to any termination, particularly the authorization to debit the account of the Employer, principals or Processor for up to ninety (90) days for rejected items and fees, and the exculpatory provisions of paragraphs 6 or 7 of this Agreement. Either the processing of entries or this Agreement or both is terminable by ACHPC immediately for cause with all the applicable portions as stated above surviving any termination of this Agreement.

10. The Employer or Processor may not assign this Agreement or any of its rights or duties hereunder without ACHPC's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. It is not for the benefit of any other person or entity, and no other person or entity shall have any rights against ACHPC or Employer hereunder. Specifically, the Employer's employees are not parties to this Agreement, and under no circumstances shall such employees be construed as third party beneficiaries hereof.

11. The Employer and the principals acknowledge that the ACH or any other financial network or system may not be used for transactions in violation of U.S. law, including the sanctions laws administered by the Office of Foreign Asset Control (OFAC).

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New York; and the parties further consent to jurisdiction in any competent court in any State selected by ACHPC in the event of legal action.

IN WITNESS WHEREOF, this Agreement has been duly executed by a duly authorized officer of the Employer and the Processor, and becomes effective when received and signed by an officer of The ACH Processing Company.



Precision Payroll Services Inc.

ACH AUTHORIZATION AND SIGNATURE PAGE ©

I (we) hereby authorize the Company named above ("COMPANY"), to initiate debit and credit entries to my (our) (select one): Checking Savings account indicated below, and the depository named below (hereinafter "DEPOSITORY"), to debit or credit the same to such account. I further authorize the Company to debit said account for such amount allowed by law in the event a debit entry is rejected by the Depository.

DEPOSITORY NAME _____ BRANCH _____

ROUTING NO. _____ ACCOUNT NO. _____

Please Check Those That Apply: **This is a Bank Account of a Natural Person**
 This account is used for commercial/business transactions

This authority is to remain in full force and effect until COMPANY has received written notification from the named account holder of its termination, but must be received no less than 3 business days before any payments are due to be made, and in such manner as to afford the Company and Depository a reasonable opportunity to act on it. (Notification by fax, email or certified mail is required.)

AUTHORIZATIONS AND REPRESENTATIONS

THIS PAYROLL SERVICES INFORMATION FORM - EMPLOYER AND THE PAYROLL SERVICES PROCESSING AGREEMENT AND ANY SUPPLEMENTS AND SCHEDULES THERETO THAT I HEREBY ACKNOWLEDGE I RECEIVED, HAVE AND WILL RETAIN, AND THAT I DATED THE SAME DATE AS THIS DOCUMENT, MAY BE TRANSMITTED TO OR FROM THE ACH PROCESSING COMPANY AND/OR RETAINED ELECTRONICALLY BY THE ACH PROCESSING COMPANY WHICH WILL CONSTITUTE AN ORIGINAL. I UNDERSTAND THAT THIS MERCHANT APPLICATION AND AGREEMENTS ARE SUBJECT TO APPROVAL BY THE ACH PROCESSING COMPANY AND BANK. I HEREBY DECLARE ALL THE INFORMATION WITHIN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY AUTHORIZE A CREDIT CHECK AND RELEASE OF ANY AND ALL INFORMATION REQUESTED BY THE ACH PROCESSING COMPANY.

IN WITNESS WHEREOF, the above ACH AUTHORIZATION and the AUTHORIZATIONS AND REPRESENTATIONS has been executed by a duly authorized officer of the Employer or Processor. The PROCESSING AGREEMENT becomes effective when signed by an officer of The ACH Processing Company.

Employer Name _____ Processor Name Precision Payroll Services, Inc.

Signature _____ Signature _____

Print Name _____ Print Name Francine Karamian

Title _____ Title President

Date _____ Date _____

AGREED TO THIS _____ DAY OF _____, 20____ BY THE ACH PROCESSING COMPANY

BY _____ ITS _____

Authorized Representatives: The following can act on behalf of the Employer as signing party in transactions with The ACH Processing Company and agree to the terms and conditions of this Processing Agreement (Use additional pages if needed):

Name Title Signature

Name Title Signature

Supplements & Schedules: Schedules A – Credit Authorization _____



Precision Payroll Services Inc.

CUSTOMER AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED PAYMENTS © [ACH CREDITS & DEBITS] REP. ID _____

BUSINESS
NAME: Precision Payroll Services, Inc.

COMPANY
ID NUMBER: P05062

I (we) hereby authorize the Company named above ("COMPANY"), to initiate debit and credit entries to my (our) (select one): Checking Savings account indicated below, and the depository named below (hereinafter "DEPOSITORY"), to debit or credit the same to such account. I further authorize the Company to debit said account for such amount allowed by law in the event a debit entry is rejected by the Depository.

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

- Please Check Those That Apply:** This is a Bank Account of a Natural Person
 This account is used for commercial/business transactions

ATTACH A COPY OF A VOIDED CHECK FOR THE INDICATED ACCOUNT

This authority is to remain in full force and effect until COMPANY has receive the written notification from me (us) of its termination in such time, but no less than three (3) business days before any payments are due to be made, and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

CLIENT NAME (Business or Personal as Appropriate): _____

DATE: _____ SIGNATURE(S): _____

PRINT NAME(S): _____

A COPY OF THIS AGREEMENT MUST BE GIVEN TO THE CUSTOMER(S) WHO SIGNED

NOTE: ALL WRITTEN TO DEBIT AND CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.