

Phone: 888.611.7467 * Fax: 888.583.3110

Fax completed application to number or call if you need assistance.

Your Information:

Please complete in full to ensure accurate account processing.

Company's Legal Name | Company's DBA (Doing Business As)

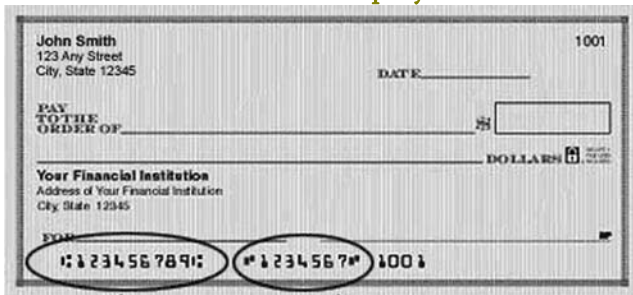
Fed Tax ID: | New Business Existing Business
Company is a: Sole Proprietor Partnership Corp. Non-Profit LLC Target First Payroll Date:
Payroll Frequency: Weekly Bi-weekly Semi-monthly Monthly Number of Employees:

Business Address | City | State | Zip

Delivery Address | City | State | Zip

Company Payroll Contact | Email Address | Phone | Fax | Best time to call

Please include a voided company check



Bank Routing Number | Account Number

Bank Name
Branch
Bank Routing No. (9 digits) & Fractional Routing No.
Account Number (include zeros before account number)

Signature

The signature of a principal, partner or duly authorized officer of Company indicates that you have read and understood this Payroll Services Agreement, including the terms and conditions on the reverse side, and agree Company is to be bound by them. Payroll Services are offered by PaySmart, LLC. and will be processed by PaySmart, LLC and affiliates. Your signature also serves as your Company's credit/debit preauthorization for PaySmart, LLC to transfer funds pertaining to direct debit billing for Payroll Services, direct deposit of employee funds, tax fillings, pre-tax deductions or other debit options selected by Company. It also acknowledges your understanding that payroll information must occur by 3 pm CST, 48 hours prior to your actual pay day.

Signature

Print Name

Title | Date

TERMS AND CONDITIONS

In this Agreement, "Client" refers to the company for whom services are being provided and whose authorized representative's signature appears on the reverse side of this Agreement, "PaySmart" refers to PaySmart, LLC and "affiliates" refers to companies associated with PaySmart for the purpose of providing additional services.

1. **AUTHORIZED SERVICE:** Client authorizes PaySmart and affiliates to process payroll, perform the services selected on the set-up forms and to act as its reporting agent for the limited purpose of signing and filing payroll tax reports and returns and remitting payroll taxes to the Federal, State and local taxing authorities specified by Client and appearing on Client's set-up forms. Client authorizes PaySmart to debit Client's deposit account through electronic funds transfers ("EFT") in such amounts as necessary to pay for the services it provides two banking days prior to Client's check date, fund the selected services and for the payment of such taxes and to hold such amounts in accounts established by PaySmart until these payments are due to the taxing authorities.

2. **TERM:** This Agreement shall become effective upon acceptance at PaySmart's office and Client's completion of all required set-up forms and it shall continue until terminated by Client or PaySmart, LLC upon 30 days' written notice or until terminated as otherwise provided for by this Agreement.

3. **PRICE AND PAYMENT:** The fee for these services are as set forth on the current price sheet as it may be modified by PaySmart from time to time. PaySmart may change the fee for this service upon 30 days' written notice to the Client. PaySmart's fee for providing these services is in addition to the value of the use of funds held in PaySmart's account pending payment. Client agrees to reimburse PaySmart for any costs, including reasonable attorney's fees, associated with collecting delinquent payments. Client authorizes PaySmart to perform a credit check on Client if desired.

4. **CLIENT'S RESPONSIBILITIES:** The Client hereby agrees: a) To have sufficient funds in Client's bank account and to provide sufficient information to allow PaySmart to make the EFTs contemplated by this Agreement and if such funds are not available, PaySmart may take such action as necessary to collect amounts due, including reissuance of the EFT or reversing transfers previously made; b) To provide PaySmart with accurate payroll and tax information at least two banking days prior to payroll check date and to reimburse PaySmart for all costs resulting from its submission of inaccurate information; c) To have available in Client's bank account sufficient funds in collectible form to cover the transactions necessary to provide the Services d) To send immediately to PaySmart all correspondence (rate notices, penalty notices, pre addressed forms, inquiries, etc.) received from any taxing authority which Client has authorized PaySmart to file; e) To review and confirm for accuracy all reports, documents and payments forwarded to Client within three business days of receipt and e) To execute any documents, and to provide any additional information, which may be required for PaySmart to perform its responsibilities under this Agreement.

5. **TERMINATION:** This Agreement may be terminated by any party, with or without cause, upon thirty (30) days written notice or by PaySmart immediately upon written notice if the Client: a) Fails to perform any of its responsibilities under this Agreement or any other agreement with PaySmart or affiliates; b) Fails to pay any fee due to PaySmart or affiliates; or c) Becomes insolvent or there is a filing of a petition for bankruptcy or has appointed a trustee, liquidator or receiver or has a substantial portion of its property become subject to levy, execution or assignment. If PaySmart so terminates this Agreement, PaySmart's obligations under this Agreement shall end and the Client will immediately be responsible for all tax payments and filings due then and thereafter, and any related interest and penalties. The Client agrees to hold harmless and indemnify PaySmart for any losses, charges, expenses or other damages, including attorneys' fees, incurred as a result of the Client's default, including interest at the rate of 1.5% per month on overdue amounts.

6. **EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY:** PaySmart's entire liability, and the Client's exclusive remedy, for PaySmart's performance or non performance under this Agreement shall be for PaySmart to reimburse Client the total charge for services provided during the previous twelve months and for any interest or penalties levied by a taxing authority resulting from PaySmart's negligent performance of its duties hereunder. NEITHER PAYSMART OR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF PAYSMART'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). Client shall indemnify PaySmart against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorneys fees and costs) in anyway arising out of or relating to disputes or legal actions with third parties concerning the provision of the services under this Agreement. Client's obligations under the preceding sentence shall survive termination of this Agreement.

7. **ALTERNATIVE DISPUTE RESOLUTION:** It is agreed that all disputes, claims, and controversies between PaySmart and affiliates. On the one hand, and Client, on the other, arising from this Agreement or any related documents or instruments, or otherwise, including without limitation, contract, tort, and other claims, shall be determined by a single arbitrator pursuant to the Commercial Arbitration Rules, and under the auspices, of the American Arbitration Association in Missouri; provided, however, that no arbitrator shall have the power to enjoin or restrain any act of PaySmart, affiliates, or Client. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by PaySmart, affiliates, or Client shall be applicable in any arbitration proceeding and the commencement of any arbitration proceeding shall be deemed the commencement of an action for these purposes.

THIS IS THE ENTIRE AGREEMENT AMONG PAYSMART AND THE CLIENT WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

8. **OTHER PROVISIONS:** a) This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri without reference to that state's principles of choice of law. b) If any portion of this Agreement is held to be invalid or unenforceable, the remainder will remain in full force and effect. c) PaySmart will not be responsible for any failure or delay in performance due to circumstances outside of their control including natural disasters, acts of war, riot, terrorism, strikes or other labor disputes, fires, failure of computers, equipment or communication devices, or acts of government authorities. d) PaySmart may modify any term of the Agreement by thirty (30) days written notice to Client of such change and the effective date thereof and such shall become effective unless Client terminates the Agreement before the end of the notice period.