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PROCESSING AGREEMENT

Date _____

A. Client Name: _____
Address: _____
Delivery Addresses: _____ Attach list if necessary
Contact: _____ Telephone: _____ Fax: _____
Email (owner): _____ Email (payroll contact): _____

B. Processing Rates:

- 1. Base Charge Weekly [] Bi-weekly [] Semi-monthly [] Monthly [] \$ _____
2. Per Employee 1-16 Employees @ _____ \$ _____
17 & up Employees @ _____ \$ _____
PayEntry Premium \$ _____
HR on demand \$ _____
New Hire Reporting \$ _____
Direct Deposit PE (first one included n/c) - .25 per additional \$ _____
Custom Programming at current hourly rate \$ _____
Workers Compensation File Transfer (pay as you go W/C) per month \$ _____
3. Time & Attendance Time Works Plus (per employee, per pay period) \$ _____
4. Delivery USPS UPS Courier Overnight Secure File Guardian Determined by Distribution Dept. \$ _____
5. Employee Background Check [] _____ Service Offered \$ Varies
6. Equifax (ACA Income Verify & Income Verify for other authorized agencies) [] _____ Service Offered \$ N/C

C. Quarterly and Year End Tax Filing:

- 1. Quarterly and Year-End Documents (Electronic & Mailed) \$ 21.95
2. W-2 Base \$ 16.95
3. Per W-2 \$ 4.75
4. Conversion/Setup (One Time Charge) \$50.00-100.00 + 1.00 PE \$ _____
5. Affordable Care Act \$500.00 + 3.00 PE \$ _____

D. Services Provided:

- 1. Payroll Registers and Management Reports INCLUDES: Current Pay Period Register, Employee Status Report, QTD and YTD Summaries
2. Payroll Tax Filing Services INCLUDES: Electronic Federal, State and Local Tax Deposits, Electronic Quarterly and Year-End Tax Filing
3. PayEntry offers up to 60 optional reports

Agreement:

This agreement may be considered as an application for credit and authorizes the processor to investigate the credit for the client including vendor references, bank account status and history, and personal credit:

- A. MAJORITY OWNER: (CLIENT) _____
Name: _____
Address: _____
City, State, Zip: _____
Social Security # _____ Federal ID # _____
B. Bank Name and Banker's Name/Branch: _____
C. How long has this business existed under the current ownership? _____

Additional terms and conditions:

The additional terms and conditions on the reverse side to this agreement are part of the agreement and are incorporated herein by reference.

Termination:

This Agreement may be terminated by either party, without cause, upon written notice to the other party and for reasonable cause, without notice to the other party.

For purposes of this Agreement, Payroll Management Inc. is considered to be the "Service Provider", hereafter referred to as P.M.I.

- 1 P.M.I. represents that the services provided pursuant hereto will conform to P.M.I. design specifications . Except as specifically provided herein, there are no warranties, expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
2. P.M.I. agrees to hold in confidence all information relating to client's assets, liabilities, business or affairs which is received by P.M.I. in the course of rendering their services.
3. Bills will be due in full upon presentation. In the event the account is placed for collections , reasonable attorney's fees and costs will be added to the account balance. **P.M.I. reserves the right to withhold any or all work in process or records in its possession in the event of default or payment.**
4. Delivery and processing schedules will be as determined by the parties from time to time. Courier and/or mail charges will be charged as incurred.
5. Banking services are provided in accordance with the limitations and restrictions of NACHA - the national Automated Clearing House Association.
6. To secure any obligations now or hereafter owed by client to P.M.I., client grants P.M.I. the right of set-off and a security interest under the Uniform Commercial Code in any funds which may now or hereafter be deposited by client in its escrow account.
7. P.M.I. shall use due care in processing client work, but shall be responsible only to the extent of correcting any errors which are due to P.M.I. machines, operators or programmers. In any event, P.M.I. liability with respect to this Agreement is limited to the total charge for the service provided herein and no special or consequential damages may be recovered. P.M.I. shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control. If the data submitted by client for processing is incorrect, incomplete or not in proper form, then client agrees to pay P.M.I. its standard rates then in effect for any additional work performed to correct such data for processing.
8. Client agrees to hold P.M.I. harmless from all loss , damages and expenses (including reasonable attorney fees) in connection with any claim which may arise out of or as a result of this agreement or the performance of P.M.I. P.M.I. accepts both responsibility and liability for the timely payment and reporting of client payroll taxes but only based on information provided by the client and only to the extent of available funds. Should P.M.I. fail to make timely payment of these escrowed funds, P.M.I. will pay whatever penalties and interest that result from the error. However, P.M.I. does not assume liability for the improper payment of taxes due to incorrect claims of tax exemptions or deductions by the client or its employees.

The accuracy and the integrity of the service is limited by the nature of the client's input. Therefore, P.M.I. cannot be held liable for client errors, wage and hour violations, sex discrimination, or other employment policies which may violate the law or be challenged in some other form. Numerous checks and balances are provided throughout the system. **Ultimately, it is the client who must check the payroll for accuracy and reasonability. P.M.I. responsibility will also automatically terminate should client funds be insufficient or otherwise unavailable to cover the net payroll, related payroll taxes, and processing fees.**
9. All specifications, tapes and programs utilized or developed by P.M.I. in connection with the Agreement (except those furnished by client) are and shall remain the sole property of P.M.I.
10. P.M.I. is not an agent of client except where required for IRS deposits , filings and correspondence . Should an agency relationship be found to exist, it will automatically terminate upon the return to P.M.I. of any check Or Preauthorized charge of client for insufficient or uncollected funds.
11. This Agreement shall be governed by the laws of The State of Maine and constitutes the entire Agreement between the parties. The Agreement may be amended only in writing signed by both parties.

For value received, the above Agreement and obligation of client is guaranteed.

Client _____

Signature _____ Date _____

Print _____

Accepted By _____