

ACH/DIRECT DEPOSIT AGREEMENT

This agreement is entered into as of the _____ day of _____, 20____ by

(Company/Employer) and PAYDAY PAYROLL INC.(PAYDAY)

WITNESS:

Payday will provide services for the preparation and transmission of electronic files and records for electronic fund transfers and ACH entries. NACHA Rules apply for the purposes of Electronic Tax Deposits and Employee Direct Deposits. The Company/Employer shall provide Payday with a copy of each employee's check from the account to be used for Direct Deposit and a check from the Company/Employer's Administration account for any other electronic transactions.

The Company/Employer acknowledges that Payday may, on a limited basis, obtain specified commercial credit-related information to assist in the determination of the level of services, if any, to provide. The Company/Employer also hereby authorizes Payday to obtain, if necessary, on a limited basis, similar information specific to the Principal/Owner of the client. This information will only be obtained from a reputable agency such as Equifax and is not considered an "Inquiry" by the reporting agency.

The Company/Employer authorizes PAYDAY PAYROLL INC to charge the Administration account with the total debit amount including but not limited to Electronic Tax Deposits, Employee Direct Deposits, Invoices, Worker's Compensation transfers and any other ACH service requested. The Company/Employer is responsible for maintaining a commercial checking account and having the funds available for all ACH transfers. All funds required for employee direct deposit payrolls must be transmitted to PAYDAY by 3PM, two days before the transaction date. Payroll data for processing must be submitted by the Company/Employer to PAYDAY by 2PM the day prior to that.

Should a Company/Employer not have sufficient funds available at the time of any transfer, and PAYDAY incurs one or more NSF's from the originating bank, the Company/Employer must remedy the situation by wiring the full amount of the unfunded direct deposit, invoice, tax deposit, etc., plus all applicable NSF fees by 2PM the same day as notified and instructed by PAYDAY.

A fee schedule of NSF fees and other charges is attached to this document. Failure to reimburse PAYDAY immediately by wire transfer will result in additional late charges. PAYDAY reserves the right to discontinue any or all services and can void all agreements at any time due to NSF occurrences. Company/Employer also hereby authorizes Payday to utilize any other account maintained either on Company/Employer's behalf or by Company/Employer to recover any deficiencies.

Additionally, Payday will have no obligation to remit any unpaid liabilities of the Company/Employer to any taxing authority, agency, employee or other 3rd party. Any resulting repercussions such as penalties, interest and cancellations will be the sole obligation of the Company/Employer and not the responsibility or liability whatsoever of Payday to rectify.

PAYDAY PAYROLL INC will not be responsible for any damage or loss (including, but not limited to, liabilities, costs and expenses) to the Company/Employer or its employees arising out of the acts or omissions of any third parties, including, but not limited to, any bank, courier service; regional Automated Clearing House, the National ACH Association, or any other ACH operator, any Federal Reserve Bank, any receiving financial institution in which an employee maintains a deposit account, any receiving depository institution or any processor.

All notices and other communications by any party in this agreement shall be in writing to the other party.

Company/Employer

PAYDAY PAYROLL INC

BY _____

BY _____

TITLE _____

TITLE _____

(This agreement was designed to be simple and understandable in plain language)