



Payroll Client Services Agreement

Client Name _____

EIN _____

Initial next to each service only as applicable:

Initials

Service

Total Tax Filing (federal and state forms required)

Nature of services: North Florida Payroll Services, Inc. agrees that upon acceptance of this agreement, it will (1) collect from Client, hold in its account (the "Tax Account") and deposit with an appropriate authorized depository institution on or before the statutory deadlines, the required Federal, state, and local payroll tax amount; and (2) prepare and file all required Federal, state, and local employment tax forms and reports on or before the statutory deadlines. North Florida Payroll Services will not accept any responsibility for failure to make deposits or filings if it is not provided with timely or accurate information or insufficient funds. North Florida Payroll Services will assume interest charges and/or penalties, which are the result of North Florida Payroll Services negligence only. Terms and conditions continued on below and page 2.

Direct Deposit (direct deposit forms and EE forms required)

Client authorizes North Florida Payroll Services, Inc. to create and initiate ACH files to said Banking Institution for the purpose of moving money through the Automated Clearing House (ACH) and providing direct deposit of payroll for Client's employees (Transactee's). Client agrees to indemnify and hold North Florida Payroll Services, Inc. harmless from any and all claims of any persons whatsoever arising out of Banking Institution's processing activities for Client under the terms of this agreement or otherwise. Such claims may include, but are not limited to, claims for customer's employees or other persons or organizations, including taxing authorities whose credits may have been reversed or banks who may have suffered damage or loss because of insufficient funds of Client. Client understands and agrees that North Florida Payroll Services, Inc. has no direct financial interest in the debits and credits provided, pursuant to this agreement, and is providing a service to Client for a fee. All risk of loss and liability to any person or organization arising out of the services furnished hereunder shall be that of Client.

Electronic Paycheck (order form required)

Minimum Processing Fee

Client understands and agrees that if they do not pay employees on the agreed upon schedule (Weekly, Bi-Weekly, Semi-Monthly or Monthly) North Florida Payroll Services, Inc. must charge a minimum base fee in order to keep the client active in our database and current with Federal, State and Local tax authorities. The clients' minimum processing fee shall be \$25 for weekly payroll, \$35 for bi-weekly and semi-monthly processing and \$70 for monthly payroll processing. Client grants North Florida Payroll Services, Inc. permission to electronically debit the agreed upon minimum service fee on the scheduled pay date.

Check Signature (signature form required)

Client authorizes North Florida Payroll Services, Inc. to scan Client's Authorized Agent's signature and store this information in North Florida Payroll Services, Inc.'s property. North Florida Payroll Services, Inc. understands that upon acceptance of this agreement, it will produce said Authorized Agent's signature onto checks and provide signed bank checks for Client's employees for the purpose of payroll, based on the data provided by Client. Client agrees to inform North Florida Payroll Services, Inc. of change in Client's Authorized Agent at least 5 working days prior to Client's payroll check date. Client agrees to indemnify and hold North Florida Payroll Services, Inc. harmless from any and all claims of any persons whatsoever arising out of transportation of said signed checks from North Florida Payroll Services, Inc.'s premise to Client's requested delivery address and thereafter. Client agrees to indemnify and hold North Florida Payroll Services, Inc. harmless against any loss, liability or expense arising out of any claim of any person that North Florida Payroll Services, Inc. is responsible for any act or omission of Client. It is understood that signed checks are negotiable documents and should be reviewed by an authorized representative of the company before distribution.

PlatinumPay.com (Client usage)

Nature of services: North Florida Payroll Services, Inc. agrees that upon acceptance of this agreement it will (1) provide payroll software access via the internet to Client for the sole purpose of payroll data entry; (2) provide software support to Client; (3) process payroll entered by Client; and (4) package and either deliver per Client instruction or hold prepared payroll on premises for Client pick-up. Client understands that the payroll information processed is a result of Client-entered data and therefore Client agrees to indemnify and hold North Florida Payroll Services, Inc. harmless from any and all payroll errors that arise from Client's data input.

Worker's Compensation Insurance Impounding and Payment

If North Florida Payroll Services undertakes to collect and forward worker's compensation insurance premiums to any insurance company of behalf of the client, it is only acting as a conduit for such services, and it is agreed by the parties herein that North Florida Payroll Services is not providing insurance services or insurance advice and has no responsibility for the accuracy of the calculation of worker's compensation insurance premiums, which remains the sole responsibility of the client, who agrees to hold North Florida Payroll Services harmless from any and all liability in this regard.

No Tax Service

North Florida Payroll Services will provide a statement of liability due with each payroll and signature-ready copies of all applicable returns on a quarterly basis. Client assumes complete responsibility of timely paying and filing of all Federal, state, and local employment taxes due. North Florida Payroll Services will not be held liable for the payment of liability due or filing any returns required.

Payroll Promotions

If client is eligible for discount promotion for a set period of time, clients understands and agrees that the promotion is being offered on the condition that the client agrees to remain a client in good standing for a minimum period of twenty-four months. If the client discontinues regular and agreed upon service any time within two years of the signature on this document, the client authorizes North Florida Payroll Services, Inc. to immediately and with no further authorization electronically debit the amount that was discounted as part of our regular service and agreement.



Total Tax Terms and Conditions

1. Client Responsibilities

Client agrees to provide North Florida Payroll Services a mutually acceptable data transmission of accurate and complete payroll tax information at least two (2) banking days prior to the check date. Client acknowledges that the Tax Filing Services of North Florida Payroll Services use information supplied by Client, including payroll data and Federal, state, and local deposit frequencies and identification numbers, and assumes responsibility for the verification and accuracy of this information. Client agrees that any changes additions or deletions to Client master file information will be made known immediately and in writing to North Florida Payroll Services. This includes but is not limited to notices or correspondence received from any Federal, state, or local authority with respect to any tax return or deposit made by North Florida Payroll Services.

2. Demand Deposit Account

Client agrees to authorize the direct debit of a Demand Deposit Account ("DDA") through the ACH established at _____ Bank ("Bank") and maintain sufficient funds in said account to cover all payroll tax deposits current or past due and to collect fees and charges. If Client's federal tax liability exceeds \$100,000.00, which is subject to the Federal \$100,000 One-Day Rule, the Client agrees to fund that liability via wire transfer at the request of North Florida Payroll Services from the Client's DDA bank account to North Florida Payroll Service's Tax Account. Client agrees that debits will be made no later than one day prior to the check date. In the event sufficient funds are not available to cover the above listed items, North Florida Payroll Services will assess a NSF fee of \$35 and a reprocessing charge of \$65 for a total of \$100. In the second event of insufficient funds North Florida Payroll will charge as described above and reserve the right to immediately terminate the Agreement without prior written notice. If North Florida Payroll Services terminates this Agreement, North Florida Payroll Services shall not be responsible for making any further payroll tax deposits or filings, and shall retain tax deposits to offset any amounts owed from Client.

3. Service Fees

Client agrees to pay North Florida Payroll Services, Inc. per the agreed upon price schedule attached hereto or to the Service Agreement for the services described above. Client understands that the service fees will be auto debited from Client's bank account, as indicated by Client. As additional consideration, North Florida Payroll Services may invest funds as North Florida Payroll Services deems appropriate and that any and all profits, accumulations, and any other form of gain resulting from such investments shall accrue for the benefit of and the sole property of North Florida Payroll Services. North Florida Payroll Services agrees to return Client tax refunds in excess of actual tax liabilities and fees upon authorized written request from Client.

4. Term

This Agreement will be in effect from the date of acceptance by North Florida Payroll Services. Upon termination of service, Client agrees to provide at least thirty (30) days written notice of its intent to terminate the Agreement or failing to do so pay a \$250.00 termination fee. All Clients leaving the Tax Filing Services shall pay a Termination Service Continuance charge of \$150.00 to cover costs of required follow-up after the discontinuance of service. Should Client leave North Florida Payroll Services Tax Filing Service owing tax balances and/or fees to North Florida Payroll Services, the officers of said Client agree to be held personally liable for the deficit amount.

5. Authorization to Receive Information

Client hereby instructs all Federal, state, and local tax authorities to deliver tax forms, documents, and other related information to North Florida Payroll Services. North Florida Payroll Services is hereby given full authorization to represent and submit records on behalf of Client before Federal, state, or local jurisdiction's tax office with respect to employment taxes. Client hereby authorizes Client's payroll department, including any vendor or computer service, to deliver to North Florida Payroll Services all necessary documents and payroll information, including payroll tax registers, quarterly reports and summaries.

6. Relationship

This Agreement establishes an independent contractor relationship only, by which North Florida Payroll Services will perform the tax filing services described herein. It is not intended as, and shall not be construed to establish a partnership, joint venture, agency, or master/servant relationship.

7. General Provisions

Client's failure to comply with all items contained within the Service Agreement terminates this contract and relieves North Florida Payroll Services of any liability for the proper execution of payroll tax processing as defined in this document. Therefore, Client promises to indemnify and hold North Florida Payroll Services harmless from any claim against Client and/or North Florida Payroll Services arising out of the use of information furnished by Client. The total liability of North Florida Payroll Services is limited to the correction of any error due to the negligence of North Florida Payroll Services. The Terms and Conditions stated herein between Client and North Florida Payroll Services supersede any and all prior agreements, warranties, or representatives other than those contained within this document, and shall remain in effect until such time as either Client or North Florida Payroll Services provides thirty (30) days written notification to the other that service is no longer needed or provided. The laws of the State of Florida govern this Agreement. North Florida Payroll Services will be entitled to immediate recovery of all attorney's fees and expenses that arise from any suit filed in relation to this Agreement.

8. New Hire Provision

Client understands that all states require of all employing entities, the reporting of all new employees hired within 20 days of hire date. Client understands that North Florida Payroll Services, Inc. will automatically enroll Client in New Hire Service and that Client will be charged \$3.75 per employee reported per month unless Client has signed the New Hire Addendum refusing this service.

Name of Authorized Agent

North Florida Payroll Services, Inc.

Signature of Authorized Agent

Signature

Title

Title

Date

Date