

**CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT**

Client Name: \_\_\_\_\_ Branch: \_\_\_\_\_ Co/Code: \_\_\_\_\_

By signing below (including an electronic signature in the case of an Internet user), CLIENT agrees to the provisions of this Client Account Agreement and Authorization to Debit/Credit and, with respect to ACH transactions initiated by ADP to satisfy CLIENT'S third party payment obligations, CLIENT agrees to comply with Exhibit A attached hereto and incorporated by reference herein (this "Agreement"), and one of the debit methods listed below for the collection of one or more of the following: (1) payroll tax obligations related to ADP's Tax Filing Services, (2) payroll obligations related to ADP's Total Pay, FSDD and/or ADPCheck Services, (3) applicable deferrals of compensation, participant loan repayment and employer matching or other contributions under any Plan (if CLIENT receives 401(k) Services) and/or (4) amounts for the applicable fees for the ADP Services. Such debits will be initiated by ADP, LLC ("ADP") out of CLIENT's applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK").

**DEBIT METHOD (Check Applicable Box): The ACH method will be used to collect all service fees.**

**ACH** BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. Note: CLIENT electing ACH may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for ACH processing. Such dollar limit shall be determined by ADP at its sole discretion.

**REVERSE WIRE (Over ACH Dollar Limit)** In the event an impound exceeds the established threshold for ACH processing, CLIENT agrees that ADP may initiate a request for a wire transfer of funds from the DDA Account in accordance with the Reverse Wire provisions on the back of this Agreement.

**BANK INFORMATION (US BANKS Only) \*(FSDD &ADPCheck Funds must be debited from the same account):**

Payroll Taxes	Fees for Services	ADPCheck	FSDD	GPS	Pay-by-Pay	401(k)
BANK Transit/ABA #			BANK Account(DDA)#			
Bank Name						
Bank Address						
Payroll Taxes	Fees for Services	ADPCheck	FSDD	GPS	Pay-by-Pay	401(k)
BANK Transit/ABA #			BANK Account(DDA)#			
Bank Name						
Bank Address						
Payroll Taxes	Fees for Services	ADPCheck	FSDD	GPS	Pay-by-Pay	401(k)
BANK Transit/ABA #			BANK Account(DDA)#			
Bank Name						
Bank Address						
Payroll Taxes	Fees for Services	ADPCheck	FSDD	GPS	Pay-by-Pay	401(k)
BANK Transit/ABA #			BANK Account(DDA)#			
Bank Name						
Bank Address						

**COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, OR TOTALPAY IS INDICATED ABOVE:**

Est. No. of Employees:	Est. Net Payroll:	FSDD Start Date:	ADPCheck Start Date:	Federal ID #
ADPCheck Partner Bank:		State (Primary State In Which Checks Will Be Cashd):		

For payments from CLIENT's bank account (including ACH debit entries), ADP may initiate debit entries to CLIENT's checking account or other account indicated above. CLIENT acknowledges that the origination of ACH transactions to or from CLIENT's account(s) must comply with the provisions of U.S. law.

1. **Authorization.** CLIENT hereby authorizes ADP to obtain payment of amounts for the Services and other account charges by debiting CLIENT's checking account or other account referenced above. The amounts of such payments shall be the amounts set forth on statements provided to or made available to CLIENT by ADP (unless CLIENT and ADP otherwise agree). This authorization will remain in effect so long as CLIENT is an ADP client and this authorization has not been terminated.

CLIENT acknowledges and agrees that (i) ADP Payroll Services Inc. (\*ADPPSI\*), a licensed money transmitter, is responsible for providing the money transmission services hereunder and is a party to this Agreement and (ii) ADP's provision of services hereunder shall be deemed acceptance of this Agreement by ADP and ADPPSI. Exhibit B, to the extent applicable, contains information related to how to file a complaint in connection with the money transmission services.

2. **Billing.** ADP may debit CLIENT's checking or other account after ADP issues a statement to CLIENT, or as otherwise agreed upon, and at such other times as CLIENT may deem appropriate in connection with ADP's performance of the Services. Until ADP notifies CLIENT that payment will be made pursuant to this Agreement, CLIENT must continue to make payments by other means. ADP may obtain payments based on its estimates of the necessary funds, the statements it prepares, and by other means ADP deems appropriate. ADP's only responsibility is to correct an error after CLIENT notifies ADP of an error in the CLIENT's statements.

3. **Termination.** To revoke this authorization, CLIENT must notify ADP in writing at least ten days in advance of the time when the next succeeding payment from CLIENT is due.

CLIENT understands that ADP reserves the right to terminate this Agreement without notice. **CLIENT may revoke this authorization only by notifying ADP in the manner specified above.**

In consideration of BANK's compliance with this authorization, CLIENT agrees that BANK's treatment of any charge, and BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, BANK shall be under no liability whatsoever. **In addition, CLIENT authorizes ADP to credit the DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.**

In the event of any conflict between the terms and conditions of this Agreement and the ADP terms and conditions accepted by CLIENT in a separate writing, this Agreement shall control. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until BANK and ADP have each received such notice and have had reasonable time to act upon such notice.

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CLIENT/ACCT

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

(Must be an authorized signatory on the accounts listed above)

**FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT**

**CLIENT CHECK (This bank account below will be printed on your company checks.):**

BANK Transit/ABA #	BANK Account(DDA)#
Bank Name	Starting Check number:
Bank Address	