

**NATURE OF SERVICE:**

PrimePay, LLC ("PrimePay") is hereby authorized by client to process ACH transactions (or such other methods which may be necessary), a minimum of two banking days prior to Client's check date, for such amount necessary to pay Client's employees. Funds will be held in a segregated master account established by PrimePay for all clients subscribing to its PrimeChecks service, until Client's check date when PrimePay shall draw checks on such bank account payable to Client's employees and shall provide such check to Client for distribution to employees. Checks will be signed by an authorized PrimePay representative. The PrimeChecks service is offered as a convenience to PrimePay clients, intended to reduce administrative burden and simplify end of month bank reconciliation; it does not create any employer/employee or other legal relationship of any kind between PrimePay and the employees of Client who receive checks under this service.

**CLIENT RESPONSIBILITIES:**

1. Client warrants that it has full authority to initiate transactions involving identified accounts.
2. Client agree to provide PrimePay with necessary payroll information a minimum of three banking days prior to payroll check date.
3. Client agree to maintain sufficient funds on deposit in its own account so as to enable PrimePay to satisfactorily debit such account for purposes of this service.
4. Client agree to notify PrimePay immediately concerning any changes to their payroll account. Reasonable time must be allowed to process changes for them to take effect.

**ASSOCIATED FEES:**

Client shall pay PrimePay a service fee for PrimeChecks to which Client has subscribed in accordance with PrimePay's price quote. PrimePay may adjust the pricing of any of its services as well as all specific one-time charges (such as set-up fees or NSF charges) to be charged to Client. PrimePay normally re-adjusts its pricing annually and will provide a general notice to Client in advance of the implementation of such new pricing. Information as to specific prices or fees is always available to Client upon request.

**TERMINATION OF AGREEMENT:**

This Agreement will continue until terminated by Client or PrimePay. Client may terminate this agreement by giving PrimePay thirty (30) days prior written notice. PrimePay may immediately terminate this Agreement for any reason including, but not limited, to the following:

1. Client fails to make sufficient funds available in accordance with Agreement.
2. PrimePay deems that client's financial condition is not satisfactory or that Client is unable to pay its debts in a timely manner in the ordinary course of business.

**ERRORS/CORRECTIONS:**

If Client discovers any error in information submitted to PrimePay, Client may submit corrections or adjustments. PrimePay agrees to use reasonable efforts to initiate corrections or adjustments. Client understands and agree the PrimePay can only make correction or adjustments in the Client provides timely notice of its error, and that once payroll checks have been issued and legal responsibility for underpayments or overpayments of employees shall be the responsibility of the Client. Client agrees that it will indemnify and hold PrimePay harmless from all claims, loss of liabilities, including reasonable attorney fees, arising from such efforts by PrimePay and/or any such overpayments or underpayments resulting from erroneous information supplied by Client and properly implemented by PrimePay.

If any debit entries transmitted by PrimePay (or its agents) on behalf of Client are rejected by Client's Bank due to NSF (non-sufficient funds), PrimePay reserves the right to stop payment on all associated checks at client's expense. In such case, Client must, immediately upon notification of rejected debit, initiate wire to PrimePay's account.

**INDEMNIFICATION:**

PrimePay will indemnify Client against claims, liabilities and expenses, including reasonable attorney's fees, resulting from failure on the Part of PrimePay to comply with the terms of this Agreement of the exercise if reasonable care

in providing the services. PrimePay shall not be liable for damages or loss of any kind cause by delays in processing when such delays are caused by reason of interruption of communications, power facilities, act of God, was, terrorism, and other emerging conditions (including but not limited to abnormal operation conditions, such as substantial increased volume, or other circumstance beyond the control of PrimePay). In no event shall PrimePay be liable for any consequential, special, punitive or indirect loss or damage, which Client may incur or suffer in Connection with this Agreement.

Client acknowledged that all action taken by PrimePay will be based on data submitted by Client. Client shall indemnify and hold PrimePay harmless against any and all claims, loss, and cost (including reasonable attorney fees) as a results of action based upon information supplied by Client.

**AMENDMENTS:**

Except as otherwise provided, this agreement may be amended only by written consent of both parties. The provisions of this agreement concerning liability and indemnification shall survive the termination of this Agreement.

**Accepted By:**

**Accepted By:**

\_\_\_\_\_  
Type or Print Name and Title

PrimePay, LLC  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Authorized PrimePay Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PrimePay "PrimeChecks" Enrollment Form**

Company Name: \_\_\_\_\_ Client #: \_\_\_\_\_

Start Date: \_\_\_\_\_ *(date of first payroll check date on PrimeChecks Service)*

|                                     |                  |
|-------------------------------------|------------------|
| <i>PrimeChecks</i> Bank Information |                  |
| Routing #: _____                    | Account #: _____ |
| Bank Name: _____                    | Branch: _____    |

Completed By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACH VOIDED CHECK HERE