



Client Direct Deposit Plus Service Agreement

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For NatPay Use Only

Rep: _____ **Type:** ___ Reg ___ PPP ___ EE ___ Lead ___ Multi
Promo: _____ **Fee:** ___ One Time ___ Per EE
Special Instructions: ___ Yes ___ No **Referral #:** _____

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Please read through this entire Direct Deposit Plus Service Agreement, complete all applicable sections, initial each page, sign, and return it by fax to PenSoft at 757-873-1733. For assistance in completing this Service Agreement call PenSoft at 757-873-2976.

Once NatPay receives your faxed Service Agreement from PenSoft, and all applicable documents described herein, NatPay will deposit and withdraw a random amount between 01¢ and 99¢ into your bank account.

NatPay will fax/email you a Welcome Kit that consists of a New Account Confirmation Report and Account Activation Form.

In order to activate your account, you must confirm the deposit/withdrawal amount with your bank and then send the Account Activation Form to PenSoft via email/fax. This security process confirms that you have authorization to use this bank account because only you have access to the deposit/withdrawal amounts sent by NatPay.

That's It! Upon receipt of the Account Activation Form, you will receive an Account Verification notifying you that your account is ready for ACH transmissions. You may need to download the Employee Direct Deposit Authorization Form with EZPaynote information from the Downloads page found on NatPay's website: <http://natpay.com/support/downloads>

1 – Company Information

Complete all company information.

Legal Business Name

Trade Name

Type of Business

Taxpayer Identification Number (TIN) or (EIN)

Address

City

State

Zip Code

Phone Number

Fax Number

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Please include proof of your Taxpayer Identification Number (TIN) or (EIN). For example: Tax Return or 941 form [must be signed by preparer]; quarterly payroll form; IRS TIN [SS-4 form] or 501(c)3 letter.)

2 – Contact Information

Please list the names and numbers for contacts should PenSoft or NatPay need to call.

Management Contact Name

Management Contact Title

Management Contact Phone Number

Management Contact Email Address

Supervisor Contact Name

Supervisor Contact Title

Supervisor Contact Phone Number

Supervisor Contact Email Address

Software Operator Contact Name

Software Operator Contact Title

Software Operator Contact Phone Number

Software Operator Contact Email Address

3 – Schedule of Fees

One-time Setup Fee

Per Item Fee

File Transmission Fee

NSF Fee

Monthly Fee

Wire Fee

Occasionally, Correction Fees may be applicable to your account. Please note that these fees ARE NOT typical for an account on a regular basis. They are only charged when a corrective procedure is necessary to ensure that a received payroll file will be processed for the requested pay date. Most of the fees can be avoided with a regular review of your Transmission Verification Reports. For a complete list of Correction Fees, definitions, and current pricing, please contact PenSoft at 757-873-2976.

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4 – Account Type / PPP Information

_____ **Account Type: PPP Client** – A company that uses a Professional Payroll Processor (PPP) to prepare and calculate their payroll.

PPP Business Name

PPP Account Number

PPP Contact Name

PPP Phone Number

PPP Contact Email Address

_____ PPP _____ Client
Fees Charged To

5 – Password

Select a password that you will use to transmit your files to NatPay. The password can be up to 10 letters or numbers, but no spaces, symbols, or punctuation. Please use Ø for the number zero.

Password: _____

6 – Transmission Reports

Please list up to four email addresses of the recipients that should receive all Transmission Reports:

Email Address #1

Email Address #2

Email Address #3

Email Address #4

Transmission Report Type: _____ **Encrypted PDF / Password:** _____

7 – Direct Deposit Plus Funding and Timing Options

_____ **Funding Option One: 3-Day ACH Funding**

The 3-Day ACH Funding option permits transmission of your payroll file three days before payday with a.m. availability. For example: transmit your payroll file Tuesday before 8:50 p.m. ET for Friday funding with a.m. availability.

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8 – Authorized Account for ACH Transactions and Fees

Please attach a VOIDED blank check from this account.

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: _____ Checking _____ Savings

Routing/Transit Number

Account Number

9 – Authorized Account for Tax Payment Transactions (if applicable)

Please select one of the two options to indicate whether or not a separate account is to be used for tax payment transactions.

_____ **Option One: Authorized Account for ACH Transactions** (The account indicated in section 8.)

_____ **Option Two: Authorized Account for Tax Payment Transactions** Please attach a VOIDED blank check from this account.

Bank Name

Contact Name

Address

City

State

Zip Code

Phone Number

Fax Number

Account Type: _____ Checking _____ Savings

Routing/Transit Number

Account Number

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10 – Terms and Conditions

1. Agency. Customer appoints National Payment Corporation as its agent for the transfer of monies, including payroll and related payments, from the Customer to those persons designated as payees (the “Payees”). Customer also appoints National Payment Corporation as its agent for the transfer of monies from persons designated as payees (the “Payees”) to the Customer. Customer authorizes National Payment Corporation to process book entries to and from the designated Authorized Account(s) listed in this Service Agreement for the purpose of making such transfers, any related corrections and adjustments, collection of fees and charges, and to process book entries to and from the Payees designated bank accounts for the purpose of making such transfers and any related corrections and adjustments.

2. Payment. National Payment Corporation agrees that on the designated dates (or the next banking day if such date(s) fall on non-banking days) during the term of this agreement, National Payment Corporation will submit to various networks, including but not limited to the Automated Clearing House and the Federal Reserve System, data in the form required for the electronic debiting of those payments from the Payee’s designated bank accounts and the crediting of those payments to the Authorized Account(s).

3. Authorization. Customer will obtain directly from each participating Payee and deliver to National Payment Corporation all necessary information in the proper form authorizing automatic book entries to and from (i) the Payee’s designated bank accounts and (ii) the Authorized Account(s) including related corrections and adjustments. All Payee authorizations and applicable transfers of funds through the Automated Clearing House (ACH) shall comply with the National Automated Clearing House Association (NACHA) rules and procedures, laws of Florida, all applicable federal rules and regulations, and shall release National Payment Corporation and Peninsula Software of Virginia, Inc. (PenSoft) of all liability to Payee in accordance with the terms of this agreement.

4. Payment Data. The customer shall provide National Payment Corporation with all data necessary for the desired electronic funds transfers (“Payment Data”), and shall make periodic checks to assure that the Payment Data is current and accurate at all times. National Payment Corporation assumes no responsibility or liability for the accuracy of Payment Data provided by the customer, or delays in service caused by incorrect Payment Data. Customer warrants to National Payment Corporation that all Payment Data delivered to National Payment Corporation by Customer (a) will be in the proper format, (b) will contain true and accurate information, (c) will be fully authorized by Customer and Payees, and (d) will be timely under the terms and provisions of this Agreement. National Payment Corporation or PenSoft has no responsibility to review such data in any manner, including accuracy, consistency and conformity to prior Payment Data. In the event of a suspected or actual ACH Payment Data breach, National Payment Corporation will notify NACHA and all other applicable parties about the breach in accordance to the NACHA Interim Policy on ACH Data Breach Notification Requirements.

5. Fees. Customer will pay applicable One-Time Setup Fees, Transmissions Fees, Per Item Fees, Correction Fees, and any other applicable Banking Fees that may include but are not limited to Invalid Account Fees, applicable Federal Reserve and Automated Clearing House Fees. The applicable fees and charges may be changed by PenSoft upon thirty (30) days prior written or electronic notice to Customer. PenSoft will automatically deduct from the Authorized Account specified in section eight or nine, or invoice all fees and other charges owed to PenSoft by the Customer.

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6. Indemnification. Customer shall be solely responsible for compliance with all laws and regulations, whether federal, state, local, or automated clearing house rules, applicable to automatic and electronic transfers of funds, including those governing correct authorizations by Payees, disclosures, and notices required in connection with electronic funds transfers and all necessary waivers and releases. National Payment Corporation makes no representation or warranty that any form provided by National Payment Corporation is sufficient or otherwise in compliance with applicable federal, state, or local legal requirements or rules. Customer will indemnify and hold harmless National Payment Corporation, National Payment Corporation's processing financial institution(s) and PenSoft from any and all claims, lawsuits, demands, damages, costs, or other expenses, including, but not limited to, attorney fees, resulting from or in any way related to (a) Customer's breach of any warranty contained herein or arising by operation of law; (b) any act or omission of Customer or Customer's employees or agents, including fraudulent or incorrect transmission of data, or unauthorized or inappropriate access to National Payment Corporation's data files; (c) Customer's failure to comply with any applicable law, regulation or rule; or (d) any distribution of or failure to distribute funds incorrectly from a Payee, except to the extent caused by National Payment Corporation's negligence; provided, however, that this indemnification shall not apply to any loss caused to National Payment Corporation by failure of the forms provided by National Payment Corporation to comply with the law, if such forms have been properly used by Customer in accordance with National Payment Corporation directions.

7. Settlement. In settlement for each book entry returned unpaid or requiring adjustment, Customer authorizes National Payment Corporation to debit or credit the Authorized Account(s) on the day the return is received by National Payment Corporation or thereafter, and Customer warrants that it shall maintain at all times a sufficient balance in the Authorized Account(s) to cover debit entries. Customer will pay to National Payment Corporation the amount of any returned book entry which for any reason, in part or in whole, cannot be entered in the Authorized Account(s). National Payment Corporation may require client to maintain a reserve account balance with National Payment Corporation to cover returns. Customer gives National Payment Corporation its express permission to make electronic book entries to and from the Authorized Account(s) for any returns and charge backs, any reserve account deficiencies and fees due National Payment Corporation. Should an offsetting debit be returned unpaid, this return shall be considered as notification by the customer to National Payment Corporation that the associated credits were erroneous, and specifically grants permission for them to be reversed.

8. Delivery. Customer acknowledges that delivery of Direct Deposit funds occurs once the correct data has been received, processed, and released by National Payment Corporation per the timing options selected by the customer. Delivery of Direct Deposit funds is independent of the delivery of email notifications, text message notifications, or failure thereof.

9. Warranties and Limitations of Liability. National Payment Corporation and PenSoft MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE. Because of the difficulty of fixing actual damages, the parties agree that National Payment Corporation's and PenSoft's liability hereunder, if any, shall be limited to liquidated calendar month immediately proceeding the month in which the event occurred which gave rise to the damages, regardless of the cause or origin of such loss or damage and whether it results directly or indirectly from performance or non-performance of National Payment Corporation's obligations under this Agreement. IN NO EVENT WILL National Payment Corporation or PenSoft BE RESPONSIBLE FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF NATIONAL PAYMENT CORPORATION'S DUTIES, OR (B) FOR ANY LOSS OR DAMAGE TO CUSTOMER, DIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, VARIOUS COURIER SERVICES, THE FEDERAL RESERVE BANK, THE AUTOMATED CLEARING HOUSE, THE BANKS WHICH CUSTOMER DEALS OR THE EMPLOYEES AGENTS OF SUCH BANKS, OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR MAKES ELECTRONIC TRANSFERS.

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10. Confidentiality. National Payment Corporation recognizes the importance of protecting the privacy of our customers' personal information. National Payment Corporation agrees to collect, retain and protect the personal information about our customers required to provide high level distribution services. National Payment Corporation maintains rigorous security standards and procedures regarding unauthorized access to customer information. National Payment Corporation provides information about customers personal information to third parties only when (a) the information is provided to complete a customer initiated transaction, (b) the customer requires it, (c) the disclosure is required by/or allowed by law, or (d) it is necessary to process transactions and provide our services. National Payment Corporation will not sell, resell, lease, or otherwise commercially exploit the customer's information to any third party.

11. Delays and Excuse From Performance. National Payment Corporation and PenSoft shall not be liable for any delay or other failure of performance caused by factors beyond the reasonable control of National Payment Corporation, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

12. Marketing Materials and Use of National Payment Corporation Marks. National Payment Corporation may provide Customer with marketing materials or forms containing the National Payment Corporation name, service mark, symbols, and logos associated therewith ("National Payment Corporation Marks") from time to time. Customer will use the National Payment Corporation marks only in a manner and form approved by National Payment Corporation and solely in connection with solicitation of Payee participation in the automatic payment services to be provided hereunder. All title to and interest in the National Payment Corporation Marks remain with National Payment Corporation. Upon termination of this Agreement, for any reason, Customer shall have no further right to use the National Payment Corporation Marks.

13. Term and Termination. The term of this Agreement shall be for one year and subject for review and acceptance each year thereafter unless terminated as follows. Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, all rights and obligations hereunder shall cease except Customer's obligation (a) to pay the applicable fees and provide indemnification for any services performed by National Payment Corporation prior to the effective date of termination, and (b) to pay for any items returned subsequent to the effective date of termination. Upon termination, Customer should inform its bank not to honor book entry activity from National Payment Corporation (except for those obligations referred to in the preceding sentence).

14. Disclaimer of Third Party Rights. The rights and obligations created by this Agreement apply solely to the parties hereto, except with respect to the indemnity provisions applicable to National Payment Corporation's processing financial institution(s). Neither National Payment Corporation, PenSoft, nor Customer intends that any other third party, including Payees shall (i) benefit from the performance of the duties described herein, or (ii) acquire any cause of action or other claim against National Payment Corporation or PenSoft for non-performance of those duties.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on National Payment Corporation or PenSoft unless such modification is in writing and signed by an authorized representative of National Payment Corporation and PenSoft.

16. Notices. Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth on the second page or to such other address as either party may instruct the other party in writing.

17. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Florida.

18. Assignability. This Agreement is non assignable by any party without first receiving the prior written consent of the other party.

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11 – Authorized Signatures

By signing this Direct Deposit Plus Service Agreement you acknowledge, understand, and accept the terms of this Agreement outlined in sections one through eleven of this document. The general terms and conditions applicable to your use of our Services are contained in this Service Agreement. Your access to, and use of our Services will be granted once this Direct Deposit Plus Service Agreement has been filled out completely, approved by the parties named below and National Payment Corporation, and then fully processed, verified, and approved by National Payment Corporation and its financial institutions. Customer authorizes National Payment Corporation to process book entries to and from the designated Authorized Account(s) listed in this Service Agreement in section eight or nine for the purpose of making such transfers, any related corrections and adjustments, collection of fees and charges, and to process book entries to and from the Payees designated bank accounts for the purpose of making such transfers and any related corrections and adjustments. This Agreement constitutes the entire Agreement between the parties relating to the specific subject matter hereof. No modification of this Agreement shall be binding on National Payment Corporation or PenSoft unless such modification is in writing and signed by an authorized representative of National Payment Corporation and PenSoft. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process data and the ability of such systems and software to do so accurately.

Company Name

Company Manager Name *(Please print.)*

Company Manager Title

Company Manager Signature

Date

PenSoft Manager Name *(Please print.)*

PenSoft Manager Title

PenSoft Manager Signature

Date

NatPay Manager Name *(Please print.)*

NatPay Manager Title

NatPay Manager Signature

Date

! In order for this Service Agreement to be processed and approved by PenSoft, and NatPay and its financial institutions, please fax this entire Agreement along with all other tax identification documents to PenSoft at: 757-873-1733.