



Processor Service Agreement

////////////////////////////////////
For NatPay Use Only

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

////////////////////////////////////

Introduction

Please read through this entire electronic Direct Deposit Plus Service Agreement, complete all applicable sections, initial each page, sign, and return it by email to your sales representative. For assistance in completing this Service Agreement please call your sales representative, or NatPay's customer service department at 800-284-0113.

To fill out this agreement, you will need the latest version of Adobe's free Acrobat Reader software installed on your computer before you can fill out this Agreement and sign it electronically. Visit <http://get.adobe.com/reader/> to obtain this software.

Once you have the Adobe Acrobat Reader software installed on your computer, open this PDF Agreement in it, and click on each field to begin typing in your information.

To sign this Agreement electronically, click on the Company Manager field on the last page, and the Sign Document window will popup. You may use a digital signature that you've previously created, or you may create a new one to use easily. To create a new one, click the Sign As drop-down menu and select New ID. Then select the bottom radio button for a new ID, and click the Next button. Follow the on-screen instructions to finish creating a new ID. You are also able to change the appearance of the signature and create a script-like version if you have a scan of your signature. Once this is done your signature should be seen in the signature field in the PDF. Now save the PDF.

Email your completed Service Agreement PDF and all other applicable documents described herein to your sales representative.

(If you do not wish to use the preferred method described above for completing this Service Agreement, you may print this Agreement and fill it out by hand, and either submit it via US Postal Service to address shown below, via a scanned email attachment to your sales representative, or via fax to: 813-221-8651.)

Once NatPay receives your documents, we will contact you if we haven't already done so, to schedule a quick customer survey to define the details of your integration with NatPay.

For more information please visit our Processor / Client Online Guide at <http://natpay.com/support/ppp-qsg> where you will find a wealth of knowledge covering ACH guidelines and restrictions, setups steps for client integration, plus document downloads.



Processor Service Agreement

1 – Company Information

Complete all company information. 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.*

Legal Business Name

Trade Name

Type of Business

Taxpayer Identification Number (TIN) or (EIN)

Address

City

State

Zip Code

Phone Number

Fax Number

Website Address

Total number of clients that you process payroll for?

2 – Contact Information

Please list the names and numbers for contacts should 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



Processor Service Agreement

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.

4 – Account Type

_____ **Account Type: Professional Payroll Processor (PPP)** – A firm that prepares and calculates payroll and/or tax payments for other companies.

5 – Password

Select a password that you will use to transmit your files to National Payment Corporation. 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: _____ **HTML** _____ **PDF** _____ **Encrypted PDF / Password:** _____



Processor Service Agreement

7 – Funding and Timing Options

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



Processor Service Agreement

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

10 – Terms and Conditions

1. Agency. Company (hereinafter “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 of all liability to Payee in accordance with the terms of this agreement.



Processor Service 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 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 (\$100 per incident), applicable Federal Reserve and Automated Clearing House Fees. The applicable fees and charges may be changed by National Payment Corporation upon thirty (30) days prior written or electronic notice to Customer. National Payment Corporation will automatically deduct from the Authorized Account specified in section eight or nine, or invoice all fees and other charges owed to National Payment Corporation by the Customer.

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) 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.



Processor Service Agreement

9. Warranties and Limitations of Liability. National Payment Corporation MAKES 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 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 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.

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 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 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 for non-performance of those duties.



Processor Service Agreement

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 unless such modification is in writing and signed by an authorized representative of National Payment Corporation.

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.

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 unless such modification is in writing and signed by an authorized representative of National Payment Corporation. 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

NatPay Manager Name *(Please print.)*

NatPay Manager Title

NatPay Manager Signature

Date