



DEDUCTION AUTHORIZATION AGREEMENT

CLIENT INFORMATION

Client #: _____ Other related company codes: _____
 Company Federal ID #: _____ Client Legal Name: _____
 Trade Name (if different from legal name): _____
 Client Address: _____ City: _____ State: _____ Zip: _____
 Client Contact: _____ Title: _____
 Client Telephone #: _____ Ext: _____ Fax: _____
 E-mail: _____

METHOD OF DEBIT

ACH/EFT - PPI/PTP is authorized to debit CLIENT's account in accordance with provisions below. CLIENT agrees to the debit methods listed for collection of:

- the funding of ACH direct deposit of CLIENT's employee net pay and payment checks, employee net pay checks and payment checks for PPI Common Account and other direct deposit or payroll-related payments
- applicable fees for all services
- payroll tax liabilities related to Payroll Tax People, LLC's Tax Filing Services
- any other payments, processes, or debits for services
- All debits will be initiated by Payroll People Inc. (PPI) and/or Payroll Tax People, LLC (PTP)

BANK INFORMATION

PLEASE ATTACH A VOIDED CHECK

___ Payroll Taxes	___ Fees	___ Direct Deposit	___ Common Account	___ Other _____
Bank Transit/ABA:		Bank Account #:		
Bank Name:		Bank Contact:		
Bank Address:		Bank Phone:	Fax:	
___ Payroll Taxes	___ Fees	___ Direct Deposit	___ Common Account	___ Other _____
Bank Transit/ABA:		Bank Account #:		
Bank Name:		Bank Contact:		
Bank Address:		Bank Phone:	Fax:	

If this is an account number change, indicate payroll check date effective date _____ (refer to fee schedule for charge).

BANK is hereby authorized and instructed to honor charges to CLIENT's DDA as designated above for which charges will be initiated by PPI/PTP in accordance with industry standard NACHA and ACH requirements. If BANK does not or cannot honor such charges or if BANK is contacted by CLIENT regarding any authorized deductions, including electronic deductions, BANK is additionally instructed to contact PPI/PTP immediately at (559) 251-9060; (800) 272-9765 or (800) 333-5908 and notify PPI/PTP of the circumstances.

The frequency and amounts of charges shall be determined from information furnished by, or on behalf of CLIENT, as described on agreements between PPI/PTP and CLIENT. CLIENT agrees to maintain a minimum balance in the account at all times to cover miscellaneous service/handling charges. In consideration of BANK's compliance with this authorization and instruction, CLIENT agrees that treatment of such charges and BANK's rights in respect to it shall be the same as if the charges were signed personally by CLIENT and that BANK shall not be responsible for the frequency nor amounts of such charges. CLIENT shall immediately notify PPI/PTP by telephone and facsimile of any error in a PPI/PTP debit against CLIENT's account.

CLIENT will provide PPI/PTP with a voided check for the DDA's indicated above. This authorization shall remain in effect unless and until revoked in writing by an authorized representative of the CLIENT and until BANK and PPI/PTP have each received such notice and have had reasonable time to act on such. Then the rights and responsibilities of the parties shall terminate as of the effective date, provided that all debit entries initiated by PPI/PTP are processed.

Terms and Conditions

ACH/EFT CLIENT understands that clear and available funds representing the total obligation of payroll tax liabilities, processing fees, other service charges, payments and fees, any other authorized debits, and the funding of employee net pay and payment checks must be on deposit in CLIENT's DDA account with BANK no later than one banking day prior to check date. PPI/PTP will initiate the transfer of such funds out of such DDA on such date. CLIENT acknowledges that, if sufficient funds are not available, the CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage deductions due then and thereafter, all other payments and related penalties and interest. CLIENT shall indemnify CLIENT BANK, PPI/PTP, PPI/PTP debit originating BANK and all other parties involved with debit entries from and against any claims or liabilities resulting from CLIENT's failure to have sufficient collected funds in the account as specified in this agreement. In addition, the Tax Filing Services, the Direct Deposit and other services may at PPI/PTP's option, be immediately terminated. With regard to charges for such services, PPI/PTP may take such action consistent with any agreement with CLIENT as it deems appropriate. In the event the CLIENT's Federal Income Tax and FICA deposit exceed \$100,000 in any federal deposit cycle, the funds for such deposit must be wired by CLIENT and received by PPI/PTP no later than 1:00 p.m. PST on the day prior to check date. CLIENT agrees to be bound to National Automated Clearing House Association (NACHA) rules. CLIENT authorizes Payroll People Inc./Payroll Tax People, LLC to originate entries on behalf of CLIENT to Receivers' accounts; and CLIENT agrees not to originate entries that violate the laws of the United States of America.

This Agreement shall be governed by the State of California, where Federal law does not apply. The court of jurisdiction shall be in Fresno, California. In the event litigation is required to enforce this Agreement, the prevailing party shall be reimbursed, in addition to damages, the cost of enforcement, including attorney fees.

Client Signature _____ Printed Name _____ Title _____ Date _____
 (The Party signing this Agreement is authorized and responsible to be bound by the terms of this Agreement.)