

DIRECT DEPOSIT FORMS

Enclosed are the forms for direct deposit. Please review, complete, and sign where indicated. The originals should be returned Attn: Christy at Payroll.

Also, please have your participating employees complete the enclosed authorization form, (make copies as needed) and attach a voided CHECK from the account they want to use. We do not need the originals of these... copies are fine.

The cost for direct deposit is \$8.00 per pay period and works as follows:
The direct deposit data is transmitted to Key Bank the morning after the day you submit payroll. Key Bank sends this information through the Federal Reserve, simultaneously drafting your account and crediting the employee's account. Two working days are needed for this process to complete, so you may need to plan ahead if this will require you to change payroll submission days or payroll days.

Please call us with any questions.

Thanks,
Payroll Complete Services, Inc.

Payroll

NEW COMPANY SET-UP FORM

New Client _____
Existing Client _____

Company Name: _____ Fed ID# _____

DBA Name: _____

Address 1: _____

City: _____ State: _____ Zip Code: _____

Phone #: () _____ Ext: _____ Fax #: () _____

Executive Contact: _____

Payroll Contact: _____

BANK INFORMATION:

ABA #: _____ DDA #: _____
(Routing/Transit No.) (Payroll Account Number)

Bank Name: _____ Branch: _____

Bank Contact Name: _____ Phone #: _____

Credit Reference: _____ Phone #: _____

Other Reference: _____ Phone #: _____

PROCESSING INFORMATION: (Check all that apply)

Service(s) Requested: Direct Deposit KeyExchange Payroll Check Tax Filing Only

Direct Deposit Option: Pre-funded Effective Date

Payroll Frequency: Weekly Bi-Weekly Monthly Semi-Monthly

Estimate # of Checks: _____ Estimate Total Net Check Amt: \$ _____

Estimate # of Direct Deposits: _____ Estimate Total Net Payroll Amt: \$ _____

First Live Payroll Date: ___/___/___

KeyCorp Bank DD Approval: _____ Date: _____

PAYROLL SERVICES (EFT) AGREEMENT

THIS PAYROLL SERVICES AGREEMENT is entered into as of the _____ day of _____, 19____, by and between _____ (the "Employer") and KEYBANK NATIONAL ASSOCIATION, (the "Bank").

WITNESSETH:

WHEREAS, the Bank has established a batch processing service with _____, a third-party processor (the "Processor"), which will provide services for the calculation of payrolls and the provision of electronic direct deposit services and preparation of related vouchers (collectively the "Payroll Services");

WHEREAS, the Employer desires to utilize the Payroll Services.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In order to pay the Employer's employees, the Processor shall prepare vouchers which shall include, at a minimum, the following information: employee's name and address, amount of payment, date of payment, and identification of account into which the funds are deposited (the "Vouchers").

2. The Employer shall establish and maintain a commercial checking account (the "Payroll Account") and shall maintain therein available funds in an amount sufficient to cover the Employer's net payroll as reported to the Bank by the Processor.

3. The Bank shall charge the Employer's Payroll Account with the total net payroll relating to the Payroll Services as reported to the Bank by the Processor for each payroll cycle. In the event the Payroll Account does not have sufficient collected funds to meet the net payroll on any payroll cycle and continues to be insufficiently funded for two business days thereafter, the Employer hereby authorizes the Bank to debit any other account maintained by the Employer for the amount of such deficiency.

4. The Employer shall retain the original or a copy of each authorization received from each employee for electronic direct deposit for two (2) years after termination or revocation of such authorization. This Agreement and the performance by the Bank of its services hereunder, including the performance of services by the Processor, shall not relieve the Employer of any obligation imposed by law or contract regarding the maintenance of records or other matters nor from employing adequate credit accounting and review practices customarily followed by similar businesses.

5. The Bank will not be liable for any damage or loss (including, but not limited to, liabilities, costs, and expenses) to the employer or its employees arising out of the acts or omissions of any third parties, including, but not limited to, any courier service company, the Nationwide Automated Clearing House (The "ACH"), the National Automated Clearing House Association ("NACHA"), or any other ACH organization, any Federal Reserve Bank, any receiving financial institution in which an employee maintains an account, any receiving depository institution, or any processor. The Bank makes no representations or warranties except as expressly stated herein and all other warranties, express or implied, are hereby specifically excluded.

In no event shall the Bank be liable for incidental or consequential damages even if the Bank has been advised of the possibility of such damages. In no event shall the Bank's total liability to the employer pursuant to any claim arising out of or relating to this Agreement or the transactions covered hereby (whether in contract or in tort) exceed the dollar amount of the official check(s) and/or voucher(s) on which the claim is based.

6. The Employer agrees to indemnify and hold the Bank harmless from all liabilities, losses, costs and expenses (including attorney's fees) incurred by the Bank and caused by or arising out of (a) any breach by the Employer of any provision of the Agreement or contained in any other agreement by the Employer with any employee, (b) any failure by the Employer to comply with any provision of applicable federal or state laws, regulations, rules or operating letters, including, but not by way of limitation, The Electronic Fund Transfer Act, Regulation E promulgated thereunder, and all amendments thereto, (c) any action taken by the Bank in reliance upon or pursuant to any instructions or specific request of the Employer including, but not limited to, the reversal of any electronic direct deposit to an account of an employee maintained at the Bank or at another financial institution, or the disbursement of any sums which the Bank is authorized to withhold. Notwithstanding subparagraph "(c)" of this paragraph, the Employer agrees that the Bank shall have the right at all times to refuse to reverse any electronic direct deposit to the account of an employee maintained at the Bank or at a receiving financial institution.

7. The Employer warrants and represents that there are no provisions of any law, whether federal, state or local, or of any certificate of incorporation, by-law or agreement of any kind, nature or description binding upon the Employer, which prohibits the Employer from entering into this Agreement, and that the Employer's performance of the Agreement has been duly authorized and is a binding obligation of the Employer.

8. The parties agree that this Agreement replaces and supersedes any prior agreements, discussions and understandings of any manner between the parties. This Agreement may be amended or modified only by the written Agreement of the parties hereto.

9. This Agreement may be terminated by either party immediately upon written notice to the other; provided, however, the Employer's duty to maintain sufficient funds in its Payroll Account shall continue until no shortages remain in the Payroll Account in connection with the Payroll Services provided by the Processor. Upon termination, the Employer will notify its employees thereof or will take other appropriate and reasonable action to apprise its employees of such termination or to arrange for a substitute service. The Employer agrees that upon termination of the Agreement, the Employer will immediately cease any use of Vouchers.

10. This Agreement shall not be assigned or otherwise transferred by the Employer to any other person, corporation or entity without the prior written consent of the Bank, which consent may be granted or withheld at the Bank's discretion.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and the applicable rules and regulations of both the Bank and NACHA are incorporated herein and made a part hereof.

12. The Employer's employees are not parties to the Agreement, and under no circumstances shall such employees be construed as third party beneficiaries hereof.

13. The Bank and the Employer agree that each is acting independently of the other, that they are not joint ventures and that neither is an agent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

EMPLOYER: _____

KeyBank National Association

By: _____

By: _____

Title: _____

Title: Payroll Services Officer

Company Name: _____

Employee: _____

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (CREDITS)

EMPLOYER NAME _____ EMPLOYER I.D. # _____

I hereby authorize my employer _____ to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error to my (our) account or accounts listed below.

		TYPE OF ACCOUNT
1.	Name of bank, savings & loan or credit union _____	<input type="checkbox"/> Checking
	Routing and Transit Number _____	<input type="checkbox"/> Savings
	Account Number _____	or fixed amount \$ _____
<hr/>		
		TYPE OF ACCOUNT
2.	Name of bank, savings & loan or credit union _____	<input type="checkbox"/> Checking
	Routing and Transit Number _____	<input type="checkbox"/> Savings
	Account Number _____	or fixed amount \$ _____

This authority is to remain in full force and effect until EMPLOYER has received written notification from me (or either of us) of its termination in such time and manner as to afford EMPLOYER a reasonable opportunity to act on it.

EMPLOYER NAME _____ EMPLOYER I.D.# _____
(PLEASE PRINT)

DATE _____ SIGNATURE of Employee _____

DATE _____ SIGNATURE of Employee _____

****ATTACH VOIDED CHECK HERE****