

CUSTOMER AGREEMENT

- 1) In this agreement _____ will be referred to as customer.
- 2) In this agreement, COMPLIANCE PAYROLL, INC. agrees to provide and customer agrees to accept Payroll Processing Services. If customer has COMPLIANCE PAYROLL, INC. Direct Deposit employee wages, customer authorizes COMPLIANCE PAYROLL, INC. or a third party financial institution to electronically debit (EFT via ACH) customer's account in order to electronically pay customer's employees. Customer agrees that such funds may pass through a separate account established by COMPLIANCE PAYROLL, INC. or third party financial institution. If customer has COMPLIANCE PAYROLL, INC. deposit their Payroll Taxes, customer authorizes COMPLIANCE PAYROLL, INC. to electronically debit (EFT via ACH) customer's account in order to deposit customer's payroll taxes. Customer agrees that such funds will pass through a separate account established by COMPLIANCE PAYROLL, INC. or third party financial institution. Customer authorizes COMPLIANCE PAYROLL, INC. to prepare, sign and file payroll tax returns on behalf of customer.
- 3) Customer authorizes COMPLIANCE PAYROLL, INC. to perform a credit check prior to providing services and at any time during the term of this agreement.
- 4) This agreement has no set term or expiration date. Either party may cancel, modify, or expand any part of this agreement or the entire agreement at any time by providing written notification.
- 5) Upon entering this agreement, COMPLIANCE PAYROLL, INC. assumes payroll taxes for all payrolls previous to this agreement have been deposited and that all payroll tax returns/documents have been properly filed.
- 6) COMPLIANCE PAYROLL, INC.'s financial responsibility is limited to penalties and interest imposed by taxing authorities if the penalties and interest were caused by COMPLIANCE PAYROLL, INC.'s and only COMPLIANCE PAYROLL, INC.'s failures.
- 7) COMPLIANCE PAYROLL, INC. will assume no responsibility for any liabilities caused by incomplete or incorrect information or instructions from customer or for liabilities caused by third parties failures or negligence.
- 8) Customer agrees to provide COMPLIANCE PAYROLL, INC with immediate notification of any tax information or notices it receives from all pertinent taxing authorities (IRS, EDD etc...)
- 9) Customer agrees to fully cooperate and support within reason COMPLIANCE PAYROLL, INC. in resolving any tax disputes with taxing authorities.
- 10) If customer makes their own tax deposits, COMPLIANCE PAYROLL, INC. will prepare, but may not file, quarterly and year-ending payroll tax documents for customer. If customer makes their own tax deposits, COMPLIANCE PAYROLL, INC. will not assist customer in resolving tax deposit or tax reconciliation issues.
- 11) Customer agrees to pay COMPLIANCE PAYROLL, INC. a termination fee of \$100 if customer elects to end this agreement any time subsequent to signing this agreement. This fee becomes effective once COMPLIANCE PAYROLL, INC. has performed any set-up work for customer.
- 12) Customer assumes full responsibility for all payroll tax deposits and payroll tax filings immediately upon the conclusion of this agreement.
- 13) Customer authorizes COMPLIANCE PAYROLL, INC. to electronically debit customer checking account to satisfy the payment of fees. Terms are net, due upon receipt. Customer agrees to pay interest at the rate of 1 ½ % per month until repayment is complete and to pay fees, collection costs and attorney fees incurred by COMPLIANCE PAYROLL, INC. related to this matter.
- 14) In the event COMPLIANCE PAYROLL, INC. receives notification, subsequent to depositing customer's payroll taxes or depositing customer's employees wages, of returned item(s) from customer's account due to insufficient funds or some other reason, customer promises to immediately repay COMPLIANCE PAYROLL, INC. any advances it has provided. Client authorizes COMPLIANCE PAYROLL, INC. to debit client bank accounts to satisfy such issues and acknowledges that COMPLIANCE PAYROLL, INC. will apply any held funds to such shortcomings. Shareholders of Corporations and Members of Limited Liability Companies agree to assume personal liability to satisfy all funding issues in this paragraph. Customer agrees to pay interest at the rate of 1 ½ % per month until repayment is complete and to pay fees, collection costs and attorney fees incurred by COMPLIANCE PAYROLL, INC. related to this matter.

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