



The Business Services Company

CLIENT AGREEMENT & DEBIT AUTHORIZATION

Pursuant to the terms and conditions set forth in this Agreement, Client authorizes Matrixtbsc, Inc. (hereafter Matrix) to be their payroll service provider, to initiate debit and credit entries to Client's designated Demand Deposit Account (DDA) to cover:

- Payroll tax obligations related to Matrix payroll services
Payroll obligations related to direct deposit of wages to employees' designated accounts
Collection of applicable payroll service fees due to Matrix.

Debit and credit entries will be initiated by Matrix as Automated Clearing House (ACH) electronic transfers from and to Client's designated DDA (checking) account. Bank is authorized to charge Client's following described DDA account in accordance with the ACH provisions stated in Exhibit "A" which is attached to and made a part of this Agreement:

Bank Name: City/State:

Bank ABA Transit/Routing Number: Bank DDA Account Number:

In consideration of Bank's compliance with this authorization, Client agrees that Bank's treatment of any charge, and Bank's rights with respect thereto, shall be the same as if the charge were initiated personally by Client, and that if any charge is dishonored, whether with or without cause, Bank shall be under no liability whatsoever. In addition, Client authorizes Matrix to credit the DDA Account when necessary, at Matrixtbsc, Inc.'s sole discretion, for any refund or credit amount due to Client.

In the event of any conflict between the terms and conditions of this Agreement and any Matrix terms and conditions or Matrix Payroll Service Proposal presented to Client, this Agreement shall control.

This authority shall remain in effect until an authorized representative of Client notifies the Bank and Matrix in writing to cancel said authority and until Bank and Matrix have each received such notice and have had a reasonable time to act upon said notice.

If Client elects to change bank accounts, Client agrees to promptly provide Matrix with an amended Client Agreement & Debit Authorization.

Date:

By: (Signature of Authorized Representative of Client)

Submit Agreement to Matrix by e-mail to: payrolls@Matrixtbsc.com
by facsimile to: 770.889.7215
by mail to: 320 Dahlonega Street, Cumming, GA 30040-2410



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EXHIBIT "A"

Client agrees to the following terms and conditions:

ACH or PRE-AUTHORIZED DRAFT – Client understands that funds representing the total of the following obligations must be on deposit in Client’s designated DDA account no later than one (1) banking day prior to the pay date for the applicable payroll:

- Client’s payroll tax obligations for the applicable payroll
Client’s wage payment obligations for the applicable payroll
Client’s wage garnishment deduction obligations with respect to Client’s employee’s wages
Client’s electronic business tax deposit obligations

Matrix’s fees for applicable payroll services

FUNDS AVAILABILITY – Client understands and acknowledges that, if sufficient funds are not available by the date required to meet Client’s obligations relating to the applicable payroll, Client shall immediately become solely responsible for all tax deposits and payroll tax return filings, all employee wages, all wage garnishment deductions, and all related penalties and interest due that accrue thereon.

CONTINUANCE OF SERVICE – Client understands and acknowledges that, if sufficient funds are not available by the date required to meet Client’s obligations relating to the applicable payroll Matrix, at its option, may terminate all payroll and payroll tax related services. In the event Matrix elects to terminate all payroll and payroll tax related services, neither Matrix nor Client’s designated bank of account shall have any further obligation to Client or any third party with respect to such services.

REVERSALS – In the event a payroll is transmitted to Matrix by Client that Client then finds to be incorrect a written reversal request shall be promptly submitted to Matrix by an authorized representative of Client. A payroll reversal transmission/request may be made e-mail, facsimile or phone. A payroll reversal transmission does not automatically reverse a direct deposit transmission to an employee’s checking account. A request through the Automated Clearing House system for reversal of a direct deposit to an employee’s account must be accompanied by a “Payee Authorization” signed by the affected employee. See the following paragraph. A direct deposit reversal can only be made within five (5) days of the applicable payroll date. Once the employee’s bank processes the refund/reversal Matrix will promptly credit the original direct deposit debit amount to Client’s bank account. A payroll reversal request will be subject to a fee as published from time to time by Matrix.

PAYEE AUTHORIZATION – Prior to the initiation of the first direct deposit credit to the account of any employee (“Payee”) to be paid by Client, Client shall obtain a written authorization (“Payee Authorization”) signed by such Payee, in the form provided by Matrix, authorizing the initiation from time to time of credits to such Payee’s account and also authorizing the debiting of such account in order to recover any funds credited to such account in error. The Payee Authorization shall be effective for a period of two (2) years after the termination or revocation of such Payee Authorization. Client shall furnish original Payee Authorization to Matrix prior to the initiation of the first direct deposit to the Payee’s DDA account. Client agrees that it will cooperate with Matrix to recover funds credited to any of its employees’ accounts in error if Matrix so requests in any instance.

AUTHORIZED REPRESENTATIVES – Client designates the following person(s) as Authorized Representative(s) for payroll related matters:

Name: _____ E-mail: _____ Phone: _____

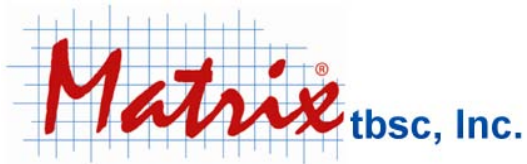
Name: _____ E-Mail: _____ Phone: _____

Name: _____ E-Mail: _____ Phone: _____

Date: _____

By: _____
Signature of Authorized Representative of Client

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DIRECT DEPOSIT REVERSAL/DELETION AUTHORIZATION

By signing below, Client hereby requests *Matrix*tbsc, Inc. (hereafter *Matrix*) to reverse or delete the payroll entries set forth below and represents to *Matrix* (i) that each reversal or deletion is being requested to correct erroneous credit to employee bank accounts and the amount being reversed/deleted is due and owing to Client and (ii) that if a reversal Client will, on *Matrix's* behalf, inform each employee of the requested reversal to their bank account and the reason thereof by no later than the "Settlement Date" of the reversal entry. The "Settlement Date" of the reversing entry is generally the pay date of Client's payroll or the next banking day after *Matrix's* receipt of Client's request, whichever is later. National Automated Clearing House Association (NACHA) Rules require that any Full Service Direct Deposit (FSDD) reversal instruction must be transmitted to Client's employee bank(s) within five (5) banking days after the date of the direct deposit. Therefore, if Client needs to request FSDD reversals, the request must be submitted to *Matrix* in sufficient time to enable *Matrix* to transmit such FSDD reversal instructions in the time frame required by NACHA Rules.

ENTIRE PAYROLL

CLIENT REQUESTS THAT ENTIRE FULL SERVICE DIRECT DEPOSIT PAYROLL TRANSMISSION, DATED _____, TOTALING \$ _____ BE REVERSED/DELETED BY *Matrix*tbsc, Inc. CLIENT'S REASON FOR REVERSAL/DELETION IS:

SINGLE EMPLOYEE PAYROLL

CLIENT REQUESTS THAT SINGLE EMPLOYEE FULL SERVICE DIRECT DEPOSIT PAYROLL TRANSMISSION. DATED _____, TOTALING \$ _____ FOR (EMPLOYEE) _____ BE REVERSED/DELETED BY *Matrix*tbsc, Inc. CLIENT'S REASON FOR REVERSAL/DELETION IS:

Request submitted this ____ day of _____ at _____ o'clock __. M.

Signature of Authorized Representative of Client

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by mail to: 320 Dahlonega Street, Cumming, GA 30040-2410



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PAYEE DIRECT DEPOSIT AUTHORIZATION

I hereby authorize my employer (hereafter "Company") to deposit any payroll amounts due to me by initiating credit entries to my designated accounts at the financial institutions (hereafter "Bank") indicated below on this form.

This authorization is to remain in full force and effect until Company and Bank have received written notice from me of its termination in such time and manner as to afford Company and Bank a reasonable opportunity to act.

Employer:

Employee Name: _____ Employee Social Security #: _____

Phone #: _____ Date: _____ Employee Signature: _____

ACCOUNT INFORMATION

Up to three accounts may be designated. The last account designated must be for the net amount due.

A. Bank Name/City/State: _____

Bank Transit/Routing Number: _____ () Fixed deposit amount \$ _____ or () Net amount due

Account Type: () Savings () Checking Account Number: _____

B. Bank Name/City/State: _____

Bank Transit/Routing Number: _____ () Fixed deposit amount \$ _____ or () Net amount due

Account Type: () Savings () Checking Account Number: _____

C. Bank Name/City/State: _____

Bank Transit/Routing Number: _____ () Fixed deposit amount \$ _____ or () Net amount due

Account Type: () Savings () Checking Account Number: _____

Matrix tbsc, Inc. 320 Dahlonega Street Cumming, GA 30040 Dated _____ 1001 PAY TO THE ORDER OF _____ \$ [] DOLLARS Your Bank Address of your bank Cumming, GA 30040 ATTACH A COPY OF A VOIDED CHECK FOR EACH DESIGNATED CHECKING ACCOUNT FOR _____ MP Matrix 123456789 1234567 1001

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