



## Payment Services Application (USA)

LEGAL COMPANY NAME:

DOING BUSINESS AS (DBA):

ADDRESS:

CITY:

PROV/STATE:

POSTAL/ZIP CODE:

CONTACT NAME:

POSITION:

PHONE:

EMAIL:

NUMBER OF YEARS IN BUSINESS:

NUMBER OF EMPLOYEES:

ESTIMATED GROSS PAYROLL AMOUNT PER PAY PERIOD:

PAYROLL FREQUENCY:

WEEKLY (52)  BI-WEEKLY (26)  SEMI-MONTHLY (24)  MONTHLY (12)

PAYROLL DIRECT DEPOSIT LEAD TIMES:

I acknowledge that payroll direct deposit transactions must be submitted before 11AM PST / 2PM EST three (3) banking days before the funds are scheduled to arrive in the employees accounts. For example, transactions must be submitted before cutoff time on Tuesday for a payment date of Friday.

FEDERAL EIN NUMBER:

FEDERAL 941 SCEDULE DEPOSITOR FREQUENCY:

MONTHLY (STANDARD)  SEMI-WEEKLY

To help verify my information, I have attached all of the following documents:

Articles of Incorporation

Business License

IRS Statement (ie: Employment or Corporate Tax statement)

Photo of Front & Back of Drivers License or other Government Issued Identification such as passport.

## Payment Services Addendum (“Addendum”)

This Addendum is effective Dec 1, 2018 and forms part of any agreement, including terms and conditions or Terms of Use (“Agreement”) located at <https://www.timetrex.com/terms>, by and between the organization signing or accepting below (“Customer”) and TimeTrex Software Inc. (“Company”), and sets forth the terms and conditions relating to services defined in Section II rendered by Company to Customer pursuant to the Agreement.

All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified.

Now therefore, good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Company agree as follows:

### SECTION I - DEFINITIONS

“Payee” means any intended recipient of payments under the Payment Services and may include Customer’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Customer’s employees and independent contractors.

“Payment Services” means any Services that involve electronic or check payments being made by Company to third parties on Customers’s behalf and at its direction.

“Entry” means any electronic debit or credit transaction under Payment Services.

“Security Incident” means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Customer's Personal Information.

“Personal Information” means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

### SECTION II - DEFINITION OF SERVICES UNDER THIS ADDENDUM.

1. Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope.
2. Employment Tax Remittance Services. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers as and when directed by Customer.
3. Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by Customer.

### SECTION III - ADDITIONAL TERMS AND CONDITIONS FOR EACH SERVICE.

1. Wage Payment Services. The following additional terms and conditions apply to the Wage Payment Services:

- 1.1. Customer Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Customer passing (and continuing to pass) a credentialing process that Company may deem necessary in connection with the provision of Payment Services.
- 1.2. Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Customer and Company each agree to comply with all such rules and standards applicable to it with respect to Payment Services.
- 1.3. Funding Obligations. Customer acknowledges that Company is not a lender. As such, as a condition to receiving services, Customer will remit or otherwise make available to Company sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Customer’s third-party payment obligations covered by the Addendum. Company will apply such funds to satisfy such third-party payment obligations. Company will not be required to provide Payment Services if Company has not received all funds required to satisfy Customer’s third-party payment obligations. Customer will immediately notify Company if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Customer has a material adverse change in its condition, Company may modify the funding method or deadline by which funds must be made available to Company for payment to Payees. Customer agrees to pay to Company upon demand any

amounts that have been paid by Company to satisfy Customer's third party payment obligations prior to receiving such amounts from Customer.

(a) Funding Shortfall. In the event that Customer funds to Company have been returned, recalled, or disputed (each a "Funding Shortfall") for any reason after Company has satisfied Customer's third party payment obligations, Customer agrees to cooperate with Company and any other third parties to recover funds transferred to any Payee or credited to any Payee's account in relation to the Funding Shortfall. Additionally Customer agrees to reimburse Company for any and all expenses related to such Funding Shortfall including but not limited to one-hundred (\$100) USD per hour for time spent by Company's employees with a minimum of \$250 USD per incident; and Customer agrees to pay Company interest, calculated daily, at the maximum rate permitted by law on the Funding Shortfall amount for as long as it is outstanding.

(b) Funding Obligation Limitations. Under no circumstances shall Customers Funding Obligations in connection with this Addendum be capped or limited by Section 9.1 of the Agreement or any other section of any agreement to Company.

1.4. Recovery of Funds; Stop Payment Requests. Customer agrees to cooperate with Company and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Customer desires to stop payment on any check or to recall or reverse any electronic payment, Customer will provide Company with a stop payment request in the form required by Company. Customer acknowledges that Company's placement of a stop order request is not a guarantee that such stop payment will occur.

1.5. Investment Proceeds; Commingling of Customer Funds. IF COMPANY RECEIVES CUSTOMER'S FUNDS IN ADVANCE OF THE TIME COMPANY IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY COMPANY WILL BE FOR THE SOLE ACCOUNT OF COMPANY. Company may commingle Customer's funds with similar funds from other Customers and with similar Company and Company-administered funds. Company utilizes a funds control system that maintains general ledger entries by Customer and/or by jurisdiction. At no time and under no circumstances will Company's regular operating funds be commingled with Customer's funds.

1.6. Company Check Services. Customer agrees not to distribute any Company Checks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to Company Checks drawn on an Company bank account, to request a stop payment, Customer shall provide Company with a written stop payment order request in the form provided by Company and Company shall place a stop payment order in accordance with its standard operating procedures.

1.7. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Customer shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account under Sections 1.3(a) (Funding Shortfall) and 1.4 (Recovery of Funds).

1.8 International Transactions. Customer expressly acknowledges that Company does not intentionally or knowingly engage in or support international transactions ("IATs"), as defined in the NACHA Rules. Customer represents and warrants that (i) the direct funding for the Payment Services originated by Company on behalf of the Customer does not come from or involve a financial agency office that is located outside the territorial jurisdiction of the United States; (ii) Customer will not instruct Company to create, originate, or transmit Entries that use IAT as the Standard Entry Class Code (as defined in the NACHA Rules), or are otherwise required to be IATs under the NACHA Rules; and (iii) Customer will not engage in any act or omission that causes or results in Company creating, originating, or transmitting an IAT or a payment that should have been categorized as an IAT pursuant to the NACHA Rules. Company may, in its sole discretion, temporarily or permanently suspend providing the Payment Services to Customer, without liability, if Company has reason to believe that Customer has breached any of the foregoing representations and warranties in this paragraph. Customer acknowledges that Customer is the Originator (as defined in the NACHA Rules) of each Entry and assumes the responsibilities of an Originator under the NACHA Rules. Customer further acknowledges that under the NACHA Rules and the UCC, Company, as a Third-Party Sender (as defined in the NACHA Rules), is required to make certain warranties on behalf of the Originator with respect to each Entry. Customer agrees to indemnify Company for any Claim which results, directly or indirectly, from a breach of such a warranty made by Company on behalf of Customer, unless such breach results solely from Company's own gross negligence or intentional misconduct. Customer also acknowledges that under the NACHA Rules and the UCC, Company is required to indemnify certain persons, including, without limitation, the ODFI (as defined in the NACHA Rules), for the Originator's failure to perform its obligations thereunder. Customer agrees to indemnify Company for any Claims which result from the enforcement of such an indemnity, unless the enforcement results solely from Company's own gross negligence or intentional misconduct.

2. Employment Tax Remittance Services. The following additional terms and conditions apply to the Employment Tax Remittance Services:

2.1. Important Tax Information (IRS Disclosure). Notwithstanding Customer's engagement of Company to provide the Company Employment Tax Services in the United States, please be aware that Customer remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Customer may contact appropriate state offices directly for details.

2.2. Important Tax Information. Notwithstanding Customer's engagement of Company to provide the Company Employment Tax Services in Canada, please be aware that Customer remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. Company recommends that employers register with the Canada Revenue Agency (CRA) My Business Account to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in My Business Account is available at [www.canada.ca](http://www.canada.ca); that provincial tax authorities generally offer similar means to verify tax payments; and that Customer may contact appropriate provincial offices directly for details.

2.3. Delivery of Services. Subject to Section 11.10 (Force Majeure) of the Agreement, Customer's compliance with its obligations in this addendum herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond Company's reasonable control, Company will deliver the Employment Tax Remittance Services within the time periods established by Customer upon their specific direction provided within the Company Product. Any such non-performance under this section will not constitute grounds for breach.

2.4. Provision of Information. Customer will on an ongoing basis provide Company and not prevent Company from furnishing all information necessary for Company to perform the Employment Tax Remittance Services within the timeframes established or specified by Customer. The foregoing information includes without limitation the employees' names, relevant dates, wage and employment information, state or province-specific required information, and other documentation to support filing, reconciliation and responses to agencies.

2.5. Transfer of Data to Agency. Customer acknowledges and authorizes Company to transfer by any means, including but not limited to on-line connection, postal service, and/or external media, any and all necessary information to the agencies as part of the Employment Tax Remittance Services. While Company will make reasonable efforts to protect information while in transit to the agencies, each agency may have their own requirements limiting Company or preventing such information from being encrypted. Therefore Customer agrees to indemnify and hold harmless Company for any Security Incident while Customer information is in transit to an agency while in an agency accepted or required format and transit method.

2.6. Customer acknowledges that Company is not providing storage or record keeping of Customer records as part of the Company Employment Tax Remittance Services, and that if the Company Employment Tax Remittance Services are terminated, Company may, in conformity with Section 6 (Confidentiality) of the Agreement, dispose of all such records. If the Company Employment Tax Remittance Services are terminated, any access Customer has to Company websites containing Customer's data will expire and Customer will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.

\_\_\_\_\_  
Authorized Signature

Name:

Title:

Date:

\_\_\_\_\_  
Authorized Signature

Name:

Title:

Date: