

Agreement for Centralized Processing of Payroll

This agreement is made this ____ day of _____, _____, by and between _____ (the "Company") and FreedomWare, LLC, Joplin, Missouri (the "Processor").

The Company has requested that the Processor act on its behalf in initiating electronic payments to and from its bank account and initiating credits to bank accounts used by employees of the Company by means of the Automated Clearing House (ACH).

The returns received by the Processor will be electronically delivered to the Company via email and/or internet download.

Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The Processor will transmit credit and debit entries initiated by the Company to the ACH as provided in the ACH Rules (the "Rules"), as in effect from time to time and this Agreement.

The ACH Rules "Corporate Version" is available by contacting:

National Automated Clearing House Association (NACHA)
13665 Dulles Technology Drive, Suite 300
Herndon, VA 20171
703-561-1100
www.nacha.org

2. The Company will comply with the Rules insofar as applicable. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.
3. The Company will obtain written authorizations for consumer entries and shall retain the original authorization or a microfilm record for two (2) years after termination or revocation of such authorization.
4. The Company may at its option send prenotifications at least 6 banking days prior to initiating the first entry to a particular account. After the Company has received notice that any such notification has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the Company will not initiate any entry to such customers, except after providing the receiving bank with such authorization, within the time limits provided in the Rules.
5. The Company will send all entries via internet to the Processor. All files must be received by 1:00 PM Central Standard Time in order to be effective the following banking day.
6. The Processor reserves the right to require Company to pre-fund payroll two (2) days prior to pay date to cover any credit entry initiated on payday. For example, if payday is Friday, a file would be sent Tuesday with an effective date of Wednesday to Processor. If required, the amount of this file must be equal to or greater than the total amount of the payroll. This file MUST be sent with a Standard Entry Class code of CCD.
7. If the Company discovers that any entry it has initiated was in error, it may notify the Processor of such error. If such notice is received prior to the receiving deadline, the Processor will delete

the file in error and the Company may resend the corrected entries.

8. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake such entries; provided, however, that the Processor shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Processor and sufficient data is available to the Processor to permit it to remake such entries. The Company shall retain and provide the Processor on request all information necessary to remake any file of entries for 3 days after the midnight of the Settlement Date.
9. The Company will promptly provide immediately available funds to indemnify the Processor and the Originating Financial Institution if any debit entry is rejected after the Processor has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Processor.
10. The Company will indemnify the Processor and the Originating Financial Institution if the Processor incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, of any of the warranties of an Third-Party Originator contained in the Rules, except due to the Processors own negligence.
11. Any Notification of Changes (NOC's) provided to the Company must be acted on by the Company. NOC's usually are a result of having an incorrect Routing Number or Account Number. If repeated notices are sent and the Company ignores them and does not make an effort to correct the information, it is considered a NACHA rules violation and penalties can be assessed to the Company.
12. The Company will compensate the Processor for providing the services referred to herein at the prices set forth in the schedule attached hereto.
13. In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Processor's liability to the Company shall be limited to (i) liability for its own negligence or willful misconduct; and (ii) the amount recoverable by the Processor from the ACH, or any third party pursuant to the Rules or any indemnity agreement.
14. The term of this Agreement is for one (1) year and will automatically renew but may be renegotiated after twelve (12) months from the date it is signed; however, the Agreement is terminable on thirty days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination.

SCHEDULES ATTACHED HERETO: (A) Processing Fee Schedule

AUTHORIZATION: As duly authorized representative for the Company named above, I authorize my bank account to be debited and/or credited by Processor according to the Terms and Conditions for Electronic Funds Transfer Services. This authorization is also applicable to any new account information provided by me at some future date.

TERMS AND CONDITIONS. I agree to be bound by the Terms and Conditions for Electronic Funds Transfer Service as stated in the agreement.

CHANGE OF INFORMATION. In order to allow proper processing time, I agree to provide new Financial Institution information to Processor at least 15 days prior to closing or changing the account shown below.

INVESTIGATIVE CONSUMER REPORT. An investigative or Consumer Report may be made in connection with this application. Applicant(s) authorizes Processor or any credit bureau or any credit reporting agency employed by Processor or any agents of Processor to investigate the references given or any other statements or data obtained from the Company, or any of the below principals, for the purpose of this application.

BINDING CONTRACT. This contract shall be binding on the parties **only upon execution** by an authorized representative of the Processor.

Principles/Partners - LIST MAJORITY SHAREHOLDER FIRST:					
Name	Title	DoB / /	SSN#	Home Ph.	
Residence Address		City	St	Zip	How Long? __
Name	Title	DoB / /	SSN#	Home Ph. ____	
Residence Address		City	St	Zip	How Long?__
Authorized Signatory/Title			Authorized Signatory/Title		
_____			_____		
(please print)			(please print)		
Signature _____			Signature _____		
Date _____			Date _____		

Company Information		
Company Name	Tax ID	Phone Number
Address/City/St/Zip		
Contact Person	Email Address	
Payroll Information		
Frequency of Payroll (weekly bi-weekly semi-monthly monthly quarterly) circle one		
Effective Date of Payroll (i.e. 1 st & 15 th of month):		
Maximum total dollar amount of single payroll:		
Maximum number of employees within a payroll:		

Company's Payroll Checking Acct	Authorized Company's Account to Pay Fees
	(if different from Payroll. Acct.)
Bank Name	Bank Name
Bank Contact	Bank Contact _____
Bank Phone No	Bank Phone No _____
Routing Transit Number	Routing/Transit Number _____
Account Number	Account Number _____
(Please Attached Voided Check)	

Credit Card held on file for Insufficient Funds only	
Credit Card Number:	Name on Credit Card:
Expiration Date:	CVV on back of card:
Address (City/St/Zip) where CC Statement is mailed: _____	
Signature: _____	

SCHEDULE A - PROCESSING FEES

Software will be provided (if needed) to Company for data to be entered and maintained by Company.

New Client Setup Charge: - \$150.00

Monthly Processing fee (200 or less items per month) - \$50.00

This fee includes unlimited files throughout the month, reporting of returns and notification of changes, forward amounts to company's account and monthly summary activity reports. Returned payments due to reasons listed below are \$2.50 per return.

Per item price for over 200 items/month - \$.25 per item

Information on Returns due to insufficient funds, invalid account number/bank routing number, authorization revoked, etc., will be provided to Company in electronic form via email and/or secure internet download.

Processing fees will be collected (debited) from Company's designated account monthly on the 1st of the month (for the previous month's processing) commencing the month of the starting date. A notice report will be provided by email to Company when files are processed.

Files must be received by 1:00 PM Central Standard Time to be effective on next banking day.

Minimum Computer Hardware requirements if using provided software:

IBM compatible computer (486 or higher processor)
Windows 3.x, Windows 95/98/ME/2000/XP/ or Windows NT operating system
Hard Drive with 6 Megabytes available for program (additional
capacity needed for data)
HP Laser compatible printer

Internet connection is required for sending files. Email address is required for all reporting.

_____ Company Initials