



CLIENT AUTHORIZATION TO HONOR ITEMS DRAWN BY USA PAYROLL, INC.

Name Of Depositor As Shown On Bank Records

Acct. No.

Bank Name

Bank Address

As a convenience to me, I hereby authorize you to pay and charge to my account debits originated by and payable to the order of USA Payroll, Inc., provided there are sufficient collected funds in said account to pay the same.

A). PAYROLL TAX SERVICES INITIAL

B). DIRECT DEPOSIT SERVICES - The Sales Representative has explained that in order to ensure funds are in the accounts of our employees timely, the payroll needs to be processed by 3 pm EST 48 hours prior to the check date of the payroll.

C). ELECTRONIC INVOICE INITIAL

D). TRUST SERVICE INITIAL

E). ELECTRONIC DEBIT PROCESS - The Sales Representative has explained that electronic debit amounts need to be in my bank account by the end of the business day one day prior to the payroll check date.

In the event that USA Payroll's EFT transactions on Client's account are returned due to insufficient funds or for any other reason, USA Payroll reserves the right to automatically resubmit the EFT transaction for the first occurrence.

Client's Default - In the event that USA Payroll's EFT transactions on Client's account are returned due to insufficient funds or any other reason, then USA Payroll at its sole option may terminate this Agreement and declare all amounts due and to become due, immediately due and payable.

The bank shall be under no obligation to furnish me with any special advice or notice in writing or otherwise of such payment or charge to my account.

Date ___/___/___

Authorized Signature _____

Authorized Signature _____

To: The Bank Named Above:

In consideration of your participation in the plan under which debits are originated by and payable to the order of USA Payroll, Inc., USA Payroll, Inc. agrees:

- 1. To indemnify and hold you harmless from any loss you may suffer resulting from or in connection with the execution and issuance of any item whether or not genuine, purporting to be drawn by or on behalf of USA Payroll and payable to it pursuant to an authorization signed by one of your depositors, and received by you in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection with such loss.
2. In the event that any such item be dishonored, whether with or without cause, and whether intentionally or inadvertently, to indemnify you and hold you harmless from any loss resulting from such dishonor, including reasonable costs and expenses.
3. To defend, at its own cost and expenses, any action which may be brought against you by any person whatsoever because of your actions taken pursuant to the foregoing request or in any manner arising by reason of your participation in this agreement.