

**DEDUCTION AUTHORIZATION AGREEMENT**

**CLIENT INFORMATION:**

Client #: \_\_\_\_\_ Other related company codes: \_\_\_\_\_  
Client Name (legal): \_\_\_\_\_  
Trade Name (if different from above): \_\_\_\_\_  
Client Address: \_\_\_\_\_  
Co Federal ID #: \_\_\_\_\_ Client Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Co Telephone #: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**METHOD OF DEBIT:**

ACH/EFT – WEBB PAYROLL SERVICE, INC. (“WP”) is authorized to debit client’s account in accordance with provisions on the reverse of this agreement and below.

CLIENT agrees to the debit methods listed for collection of:

- the funding of ACH direct deposit of client’s employee net pay and payment checks, employee net pay checks and payment checks for WEBB PAYROLL SERVICE, INC. Common Account and other direct deposit or payroll related payments
- applicable fees for all services
- payroll tax liabilities related to Webb Payroll Service’s Tax Filing Services
- any other payments, processes or debits for services rendered by WP

All debits will be initiated by WEBB PAYROLL SERVICE, INC.

**BANK INFORMATION: PLEASE ATTACH A VOIDED CHECK**

\_\_\_\_ Payroll Taxes    \_\_\_\_ Fees    \_\_\_\_ Direct Deposit    \_\_\_\_ Trust Account    \_\_\_\_ Other \_\_\_\_\_

Bank Transit/ABA: \_\_\_\_\_ Bank Account #: \_\_\_\_\_  
Bank Name: Bank \_\_\_\_\_ Contact: \_\_\_\_\_  
Bank Address: Bank \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**If this is an account number change**, indicate payroll check date effective date \_\_\_\_\_ (refer to fee schedule for charge)

BANK is hereby authorized and instructed to honor charges to CLIENTS DDA as designated above for which charges will be initiated by WEBB PAYROLL SERVICE, INC. in accordance with industry standard NACHA and ACH requirements. If BANK does not or cannot honor such charges or if BANK is contacted by CLIENT regarding any authorized deductions, including electronic deductions, BANK is additionally instructed to contact WEBB PAYROLL SERVICE, INC. immediately at (205) 631-3614; (205) 542-7743 or fax (205) 631-3641 and notify WEBB PAYROLL SERVICE, INC. of the circumstances.

The frequency and amounts of charges shall be determined from information furnished by, or on behalf of CLIENT, as described on agreements between WEBB PAYROLL SERVICE, INC. and CLIENT. CLIENT agrees to maintain a minimum balance in the account at all times to cover miscellaneous service/handling charges. In consideration of BANK’S compliance with this authorization and instruction, CLIENT agrees that treatment of such charges and BANK’S rights in respect to it shall be the same as if the charges were signed personally by CLIENT and that BANK shall not be responsible for the frequency nor amounts of such

charges. Client shall immediately notify WEBB PAYROLL SERVICE, INC. by telephone and facsimile of any error in a WEBB PAYROLL SERVICE, INC. debit against CLIENT'S account.

CLIENT will provide WEBB PAYROLL SERVICE, INC. with a voided check for the DDA indicated above. This authorization shall remain in effect unless and until revoked in writing by an authorized representative of the CLIENT and until BANK and WEBB PAYROLL SERVICE, INC. have each received such notice and have had reasonable time to act on such. Then the rights and responsibilities of the parties shall terminate as of the effective date, provided that all debit entries initiated by WEBB PAYROLL SERVICE, INC. are processed.

This Agreement shall be governed by the State of Alabama, where Federal law does not apply. The court of jurisdiction shall be in Birmingham, Alabama. In the event litigation is required to enforce this Agreement, the prevailing party shall be reimbursed, in addition to damages, the cost of enforcement, including attorney fees.

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Client Representative Name	Printed Name and Title	Date
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(The Party signing this Agreement is authorized and responsible to be bound by the terms of this Agreement.)

Client agrees to the following terms and conditions:

**ACH/EFT**

CLIENT understands that clear and available funds representing the total obligation of payroll tax liabilities, processing fees, other service charges, payments and fees, any other authorized debits, and the funding of employee net pay and payment checks must be on deposit in CLIENT'S DDA account with BANK no later than two banking days prior to check date. WEBB PAYROLL SERVICE, INC. will initiate the transfer of such funds out of such DDA on such date. CLIENT acknowledges that, if sufficient funds are not available, the CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage deductions due then and thereafter, all other payments and related penalties and interest. CLIENT shall indemnify CLIENT BANK, WEBB PAYROLL SERVICE, INC., debit originating BANK and all other parties involved with debit entries from and against any claims or liabilities resulting from CLIENT'S failure to have sufficient collected funds in the account as specified in this agreement. In addition, the Tax Filing Services, the Direct Deposit and other services may at WEBB PAYROLL SERVICE, INC.'s option, be immediately terminated. Neither the BANK nor WEBB PAYROLL SERVICE, INC. will have any further obligation to CLIENT or any third party with respect to any of such Services. With regard to charges for such services, WEBB PAYROLL SERVICE, INC. may take such action consistent with any agreement with CLIENT as it deems appropriate. In the event the CLIENT'S Federal Income Tax and FICA deposit exceed \$100,000 in any federal deposit cycle, the funds for such deposit must be wired by CLIENT and received by WEBB PAYROLL SERVICE, INC. no later than 1:00 p.m. PST on the day prior to check date.