CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT



CLIENT NAME		BRANCH	CO. COI	DE
one or more of the following: (1) payroll ta ADPCheck Services, (3) applicable defer	ax obligations related to ADP's T rals of compensation, participan (4) amounts for the applicable fe	ax Filing Services t loan repayment ses for the ADP S	s, (2) payroll obligatio and employer match Services. Such debits	lebit methods listed below for the collection or ns related to ADP's Total Pay, FSDD and/or ing or other contributions under any Plan (i s will be initiated by ADP, Inc. ("ADP") out o ").
DEBIT METHOD (Check applicable box)	The ACH method will be used	to collect all serv	vice fees.	
□ ACH or PRE-AUTHORIZED DRAFT	Client electing ACH or PRE-AU arrangements for a wire trans	JTHORIZED DRA fer of funds for in	FT may be contacted mpounds exceeding	he ACH provisions of this Agreement. Note: d by an ADP representative to make the established dollar limit for processing termined by ADP in its sole discretion.
REVERSE WIRE (Over ACH Dollar Limit)				ACH processing, Client agrees that ADP may accordance with the Reverse Wire provisions
BANK INFORMATION: (US Banks Only)	*(FSDD & ADP	Check funds mu	st be debited from th	e same account)
[] Payroll Taxes [] Fees for Servi	ces []TotalPay [] FSDD* [] ADPCheck*	[] Other
Bank Transit/ABA #		Bank Account (I	DDA) #	

Bank Name

Bank Address

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, OR TOTALPAY IS INDICATED ABOVE:

					Federal ID#
Est. No. of Employees:	Est. Net Payroll:	FSDD Start	Date:	ADPCheck Start Date:	
ADPCheck Partner Bank		State (Primary State in Which checks Will be Cashed):			

For payments from Client's bank account (including ACH debit entries), ADP may initiate debit entries to Client's checking account or other account indicated above. Client acknowledges that the origination of ACH transactions to or from Client's account(s) must comply with the provisions of U.S. law.

1. <u>Authorization</u> . Client hereby authorizes ADP to obtain payment of amounts for the	3. <u>Termination</u> . To revoke this authorization, Client must notify
Services and other account charges by debiting Client's checking account or other	ADP in writing at the following address at least ten days in
account referenced above. The amounts of such payments shall be the amounts set	advance of the time when the next succeeding payment from
forth on statements provided to or made available to Client by ADP (unless Client	Client is due:
and ADP otherwise agree). This authorization will remain in effect so long as Client	
is an ADP client and this authorization has not been terminated.	ADP Payroll
	5800 Windward Parkway
2. Billing ADP may debit CLIENT's checking or other account after ADP issues a	MS # MSB 301
statement to CLIENT, or as otherwise agreed upon, and at such other times as	Alpharetta, GA 30005
CLIENT may deem appropriate in connection with ADP's performance of the	
Services. Until ADP notifies CLIENT that payment will be made pursuant to this	CLIENT understands that ADP reserves the right to terminate
Agreement, CLIENT must continue to make payments by other means. ADP may	this Agreement without notice. CLIENT may revoke this
obtain payments based on its estimates of the necessary funds, the statements it	authorization only by notifying ADP in the manner specified
prepares, and by other means ADP deems appropriate. ADP's only responsibility is	above.
to correct an error after CLIENT notifies ADP of an error in the CLIENT's statements.	
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, sh

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 ADP to credit the DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the ADP terms and conditions accepted by Client in a separate writing, this Agreement shall control.

This authorization shall remain in effect unless and until revoked in writing by CLIENT or an authorized representative of CLIENT, and until BANK and ADP have each received such notice and have had reasonable time to act upon such notice.

Date: _____

CLIENT Signature: ____

CLIENT Representative Name & Title: ____

(Must be an authorized signatory on the bank accounts listed above)

(2/2008)