TimePay$

Timekeeping, Payroll & HR Solutions

12 Welch Avenue Suite 7
Stoughton, MA 02072
Telephone: 617-298-1000   Facsimile: 781-843-3450

CEOS Corporation DBA @TimePay$
Service Agreement

Referral _____   Sales Rep_____

Legal Company
Name:_____ **DBA Name:**_____

Address: _____ **Contact(s):**_____
       #   **Street**   **City**   **State**   **Zip**

Client Phone (_____)_____ Cell(_____)_____Fax(_____)_____Email_____

CPA/Bookkeeper Name _____ Phone (_____)_____Email_____

Time Clock Type	**Ancillary Products**
____**Swipe card** **Model #** _____	_____ **QuickBooks General Ledger Export**
____**Biometric** **Model #** _____	_____ **Time Off Accrual System**
____**Hand** **Model #** _____	_____ **Magnetic Time Cards @ 1.75 each**
____**Phone**	_____ **Card Racks (10 cards - $25.00), (25 - $30), (40 - $35)**
____**Web**	

INITIAL CHARGES

Fees for programming and company setup (non-refundable) $ _____
     Serial # of Clock _____
     Serial # of Clock _____
     Serial # of Clock _____

Total Ancillary Products (cards and racks) $ _____

Sales Tax (Where Applicable) $ _____

Total Due on agreement: $ _____

ESTIMATED RECURRING MONTHLY TIME KEEPING FEES

Monthly Base Fee $_____ and $_____ per individual that had at least one time clock punch during the billing period

Includes _____ Clocks, Licenses, Compilation, Standard Shipping to one Location (subject to additional Fuel Surcharges), etc…

_____   _____   _____
AUTHORIZATION (I declare I am authorized to sign for the above)   Title   Date

12 Welch Avenue Suite 7
Stoughton, MA 02072
Telephone: 617-298-1000   Facsimile: 781-341-2001

CEOS Corporation DBA TimePays
Service Agreement

Please list the following information for all owners and officers:

**Legal
Co. Name:**_____ **DBA Name:** _____ **Federal ID #:**____-_____

Name:_____ Title:_____

Home Address:_____

Home Phone:_____ Cell Phone: _____ Personal Email:_____

Name:_____ Title:_____

Home Address:_____

Home Phone:_____ Cell Phone: _____ Personal Email:_____

Name:_____ Title:_____

Home Address:_____

Home Phone:_____ Cell Phone: _____ Personal Email:_____

Both CLIENT and CEOS Corporation dba *@TimePay$* hereafter TIMEPAYS agree in establishing and continuing a working relationship concerning time and attendance and other ancillary services. CLIENT shall pay TIMEPAYS for services rendered at mutually agreed upon rates TIMEPAYS shall have the right to change prices without prior notice. CLIENT shall make its bank account number available to TIMEPAYS. TIMEPAYS shall automatically debit CLIENT bank account for all fees and charges as may be incurred. CLIENT agrees to reimburse TIMEPAYS for any and all expenses TIMEPAYS may incur, including interest and attorney fees, in taking any action to collect amounts due TIMEPAYS. Credit earnings or interest earnings on funds deposited by CLIENT hereunder, pending settlement to payee on respective settlement dates, will be for the sole benefit of TIMEPAYS. CLIENT understands and acknowledges that TIMEPAYS is not a bank but that TIMEPAYS processes EFT transactions through the Federal Reserve Bank via ACH.

Should CLIENT cause an NSF transaction by error or by design, CLIENT shall establish an NSF Reserve Account immediately via Fed Wire Transfer with TIMEPAYS to equal that NSF transaction plus ten (10) percent. Should any future NSF exceed the current Reserve Account amount, CLIENT shall wire sufficient funds to TIMEPAYS to match the current NSF plus ten (10) percent. For no reason and at the discretion of TIMEPAYS, The Federal Reserve or any entity involved in CLIENT transfer of funds, future CLIENT ACH, EFT, privileges may be rescinded. Should CLIENT not reimburse TIMEPAYS for funds advanced by TIMEPAYS in good faith, the officers of said CLIENT agree to be personally liable for the deficit amount. Such deficits are subject to interest and service charges. CLIENT shall indemnify and hold harmless TIMEPAYS from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by CLIENT of the terms and conditions of this Agreement or any fraudulent or dishonest acts or omissions of CLIENT or CLIENT Payees, employees or agents involving CLIENT use of the Service. CLIENT agrees that the electronic time clock is and remains the property of TIMEPAYS.

In the event that TIMEPAYS ceases to be the CLIENT's time keeping provider , the CLIENT will return the clock and ancillary attachments immediately. In the event that the clock is damaged or stolen CLIENT will reimburse TIMEPAYS for the cost of a new clock. CLIENT agrees to payment by automatic withdrawal from CLIENT bank account for all fees and funds related to this agreement. CLIENT agrees that CLIENT is responsible for all payroll and taxes and for any mistakes, omissions, errors that are caused by CLIENT assigns, employees or officers that generate fees, interest or charges. If any ACH transmission is denied due to CLIENT error or negligence CLIENT agrees that CLIENT will immediately wire those funds, all penalty charges and all future funds to TIMEPAYS upon demand.

_____   _____   _____
AUTHORIZATION (I declare I am authorized to sign for the above)   Title   Date

CEOS Corporation dba @TimePay$

Between _____, Herein after "Client" and CEOS Corporation DBA @TimePay$ Client and CEOS Corporation DBA @TimePay$ intending to be legally bound hereby, agree as follows:

1. **TERM**. The initiation of direct deposit services by CEOS Corporation DBA @TimePay$ is subject to the acceptance of Client's credit and the approval of the Originating Depository Financial Institution (ODFI) and/or its agent that will be originating instructions on CEOS Corporation DBA @TimePay$ behalf. If accepted and should you agree to the terms of this agreement and the terms and conditions of the ODFI and/or its agent, services will begin on the implementation date and will continue until terminated upon 90 days prior written notice by either party or as otherwise provided for hereby.

2. **DIRECT DEPOSIT SERVICES AND FEE AUTHORIZATIONS**. CEOS Corporation DBA @TimePay$ will process Client's payroll and or other services on direct deposit by initiating electronic debit and credit instructions and/or wire transfer instructions in accordance with this Agreement. FOR ANY CLIENT PAYROLL FILE CONTAINING $100,000 OR MORE IN DIRECT DEPOSIT CREDITS, THE CLIENT MAY, AT CEOS Corporation DBA @TimePay$ SOLE OPTION, BE REQUIRED TO FUND SUCH PAYROLL FILE BY WIRE TRANSFER. CLIENT WILL BE RESPONSIBLE FOR PAYMENT OF WIRE TRANSFER CHARGES, WHICH WILL BE ASSESSED BY CLIENTS BANK. CEOS Corporation DBA @TimePay$ will, and Client hereby authorizes CEOS Corporation DBA @TimePay$ to, initiate debits or reverse wire transfers, as the case may be, to Client's bank account ("Client's Account") described in CEOS Corporation DBA @TimePay$ Terms and Conditions prior to each pay date or invoice date for Client's payroll ("Paydate") and credit the bank accounts of Client's employees and others to be paid by Client by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. Client will notify CEOS Corporation DBA @TimePay$ immediately of any change in the information in the Authorization Agreement at least 14 days before the effective date of any such change. Client will also obtain a written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to CEOS Corporation DBA @TimePay$. Client will indemnify and hold CEOS Corporation DBA @TimePay$ harmless from any and all claims or loss (including, but not limited to liabilities, legal costs, expenses, incidental, consequential, or punitive damages).

3. **CLIENT RESPONSIBILITIES**. Client will: (a) complete and execute all required documentation so that CEOS Corporation DBA @TimePay$ may withdraw funds from Client's Account to process direct deposit payrolls; (b) input or report all relevant payroll data to CEOS Corporation DBA @TimePay$ no later than 11:00 a.m. Eastern Standard Time (EST) two banking days prior to each Pay date; (c) have available in Client's Account good, collected funds in an amount sufficient for CEOS Corporation DBA @TimePay$ to cover the debits initiated by CEOS Corporation DBA @TimePay$ hereunder no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer; and *(d)* compare all reports on credits or debits initiated by to Client's records and promptly notify CEOS Corporation DBA @TimePay$ of any discrepancies. Client and CEOS Corporation DBA @TimePay$ may agree to vary certain of these responsibilities depending on Client needs and circumstances.

4. **DEFAULT; TERMINATION**. CEOS Corporation DBA @TimePay$ shall have the right, at its option, to terminate this Agreement immediately without prior notice to Client if (a) Client's Account is not funded as required by this Agreement and as a result any debit to Client's Account is returned to CEOS Corporation DBA @TimePay$ or ODFI and/or its agent; (b) Client fails to pay any sum due to CEOS Corporation DBA @TimePay$ due hereunder or perform any obligation required to be performed hereunder; (c) Client files or has filed against it a petition for bankruptcy or becomes insolvent or has a substantial portion of its property become subject to levy, execution or assignment; *(d)* ODFI and/or its agent notifies CEOS Corporation DBA @TimePay$ that it is no longer willing to originate debits and credits for Client for any reason; (e) CEOS Corporation DBA @TimePay$ agreement with ODFI and/or its agent is terminated. If CEOS Corporation DBA @TimePay$ terminates this Agreement, CEOS Corporation DBA @TimePay$ obligation under this Agreement shall cease and CEOS Corporation DBA @TimePay$ sole responsibility to Client shall be to return to Client any payroll funds then held by CEOS Corporation DBA @TimePay$ after the deduction of all fees and expenses due CEOS Corporation DBA @TimePay$, ODFI and/or its agent.

5. **LIMITATION OF LIABILITY**. CEOS Corporation DBA @TimePay$ sole liability to Client or any third party hereunder shall be for claims arising out of errors or omissions in the Services caused solely by CEOS Corporation DBA @TimePay$, and the sole remedy shall be to furnish a correct advice of deposit, and/or corrected or reversal debit or credit entry, as the case may be; provided that, in each case Client advises CEOS Corporation DBA @TimePay$ no later than one business day after the occurrence of such errors or omissions. CEOS Corporation DBA @TimePay$ MAKES NO WARRANTY, REPRESENTATION OR PROMISE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES. IN NO EVENT SHALL CEOS Corporation DBA @TimePay$ OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, TO CLIENT OR THIRD PERSONS, WHETHER SUCH DAMAGES RESULT FROM CEOS Corporation DBA @TimePay$ BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, ITS NEGLIGENCE OR THAT OF ITS AGENTS.

6. **INDEMNIFICATION; REIMBURSEMENT**. Client acknowledges that CEOS Corporation DBA @TimePay$ is acting solely in the capacity of data processing agent and is not a source of funds for Client. Client shall be liable for each debit initiated by CEOS Corporation DBA @TimePay$, whether by electronic entry or wire transfer. Client promises to pay CEOS Corporation DBA @TimePay$ on demand the amount of any unfunded direct deposit file, with interest, and all CEOS Corporation DBA @TimePay$ or third party fees or charges including, without limitation, any debit returned to CEOS Corporation DBA @TimePay$ due to insufficient or uncollected funds or for any other reason. Should Client not reimburse CEOS Corporation DBA @TimePay$ for funds advanced by CEOS Corporation DBA @TimePay$ in good faith, the officers of said Client agree to be personally liable for the deficit amount. Such deficits are subject to interest and service charges. Client shall indemnify and hold harmless CEOS Corporation DBA @TimePay$ from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by Client of the terms and conditions of this Agreement or any fraudulent or dishonest acts or omissions of Client or Client's Payees, employees or agents involving Client use of the Service.

7. **PAYMENT; FEES**. Client shall pay CEOS Corporation DBA @TimePay$ for the Services at the prices as may pertain from time to time and CEOS Corporation DBA @TimePay$ shall have the right to change this price list without notice to Client. Payments by Client shall be made on the terms set forth in CEOS Corporation DBA @TimePay$ Terms and Conditions via ACH direct deposit. Client agrees to reimburse CEOS Corporation DBA @TimePay$ for any and all expenses CEOS Corporation DBA @TimePay$ may incur, including interest and reasonable attorneys' fees, in taking action to collect any amounts due CEOS Corporation DBA @TimePay$ hereunder. Any credit earnings or interest earned on funds deposited by Client with CEOS Corporation DBA @TimePay$ hereunder pending payment to Payee on respective Pay dates will be for the benefit of CEOS Corporation DBA @TimePay$.

8. **REFUND/ADJUSTMENTS**. Any refunds/adjustments will not be processed by CEOS Corporation DBA @TimePay$ until verification is available that good, collected and the final funds from Client are in CEOS Corporation DBA @TimePay$ account.

9. **GENERAL TERMS**. (a) This agreement shall not be assigned by Client without the prior written consent of CEOS Corporation DBA @TimePay$ and any assignment attempted to be made without such consent shall be void; (b) this Agreement contains the entire agreement of the parties and may be modified only by a writing signed by both parties; (c) if any provision of this Agreement or any portion thereof shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired; and (d) this Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.

10. **GOVERNMENT NOTICES**: ALL Government notices are TIME SENSITIVE. It is the responsibility of the CLIENT to forward and notify TimePay$ of any and all tax or government notices via fax to 781-843-3450 within 24 hours of receipt. The client must also follow up to verify that the notice was received via email to which TimePays will issue a confirmation of receipt. In the event TimePay$ needs to appeal or investigate any penalties, interest, fees or taxes, CLIENT agrees to cooperate fully in aiding TimePay$ recover funds and satisfy the issue. Notices and issues include but are not limited to changes in filing frequency, changes in unemployment rates, penalty notices, late filing notices, appeal and abatement notices, penalties, interest and delinquency notices, over payment notices, Demand notices, Levy notices, notices of payment and checks or funds received by the government or agency that satisfy the issue, etc. If Client does not fully cooperate, provide notifications timely, this constitutes a breach of this agreement and CLIENT will assume responsibility for all fees, interest, penalties and taxes and fully indemnify from any responsibility CEOS Corporation dba TimePay$, its officers, assigns, employees, etc. In the event that TimePay$ pays a demand on behalf of the client and continues to appeal the penalty, interest or fee and the appeal is won, CLIENT agrees to reimburse TimePay$ those funds that were refunded that were previously paid by TimePay$ on behalf of the client.

For: _____   For: _____
(CEOS Corporation DBA @TimePay$)   (Client)

By: _____   By: _____
(Signature/Date)   (Authorized Officer Signature/Date/Title)

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Service Agreement

Please provide a blank VOID check for the account funds will be drawn on.

Date:_____ Company Name:_____

Address: _____ _____ _____ _____ _____
         #   Street   City   State   Zip

Name and Title of person authorized to order this transaction:_____

Please maintain a balance, which can accommodate your time keeping fees and your withdrawal amount. You agree that all funds are your responsibility.

It is understood that any charges that result from overdrafts will be billed to your account plus a minimum of an additional $100.00 service fee from @TimePay$. In the event there are Non-sufficient funds in the account you agree to wire the funds immediately and all future funds upon demand and you will be terminated from ACH service. @TimePay$ is not a bank or lending company.

I hereby authorize @TimePay$ to withdraw funds for fees and billing from my bank account.

In the event my account changes I authorize this form to serve as authorization for withdrawal from the new account.

ACH Fees:
ACH File Cancellation Fee   50.00
NSF (Non-Sufficient Funds) Return – Minimum Each File Per Day   100.00
Incoming Wire Transfer Fund Fee – Each   30.00
EXCESSIVE Technical Support - Per Hour   190.00

All NSFs Must be satisfied via WIRE TRANSFER immediately upon notification the same day or the schedule of additional fees will apply. There are NO EXCEPTIONS to this schedule as they are determined by the ACH. (Our advice is to not process a payroll unless you can guarantee the funds will be accounted for)

Note: All of the above are for @TimePay$ Standard Exception Fees. In the event that a typical processed transaction requires research and /or other follow up activity on the part of TIMEPAYS or other third parties, then TIMEPAYS reserves the right to charge for these services rendered and other costs as may be incurred, including but not limited to collection costs and attorney fees. TIMEPAYS pricing is subject to periodic change.

_____ _____
I agree to the above. Signature of Authorized Agent.   Date

_____
Please print name and title.

<u>Time and Attendance Client Set Up</u>   If multiple clocks, 1 form for each clock.

Client Name _____ **Address** _____

# of Clocks _____ **Install date & time** _____ **Type of clock** _____, Serial#_____

Locations _____, _____, _____, _____

 # Racks & Size _____**# Time Cards** _____, Contact Phone_____, First Pay Date _____

Software Configuration:

Phone / Contact Name _____

Log In ID requested _____ **Temp Password** _____ (client should change)

Pay period TYPE _____ **Pay Period From Day**_____ **To Day** _____

Start date _____ **Time Zone** _____

Rounding nearest 15 min? YES / NO   **Would they like Military Time?** YES / NO

Any Special Pay Categories (Radio buttons on the edit screen)?_____

Labor Prompts: Dept?   Location?   Job?   Other (list)_____ Collect on punch IN / OUT?

Numeric Clock Prompts: Tips?   Other (List)_____   Collect on Punch IN or OUT?

Out Punch Completion? Y / **N**   **How are holidays paid?** Regular rate - 1.5 OT - Double Time - Other _____

Do you pay Shift Differential? How? Custom Scripting? _____

Holidays Observed			
☐ **Boxing Day (Canada)**	☐ **Easter Sunday**	☐ **Memorial Day (US)**	☐ **Veterans Day (US)**
☐ **Boxing Day or closest weekday (Canada)**	☐ **Flag Day (US)**	☐ **New Year's Day**	☐ **Veterans Day or closest weekday (US)**
☐ **Canada Day (Canada)**	☐ **Flag Day or closest weekday (US)**	☐ **New Year's Day or closest weekday**	☐ **Victoria Day (Canada)**
☐ **Canada Day or following Monday (Canada)**	☐ **Good Friday (Canada)**	☐ **President's Day (US)**	☐
☐ **Christmas Day**	☐ **Independence Day (US)**	☐ **Remembrance Day (Canada)**	☐
☐ **Christmas Day or closest weekday**	☐ **Independence Day or closest weekday (US)**	☐ **Remembrance Day or closest weekday (Canada)**	☐
☐ **Civic Holiday (Canada)**	☐ **Labor Day (US)**	☐ **Thanksgiving (Canada)**	☐
☐ **Columbus Day (US)**	☐ **Labour Day (Canada)**	☐ **Thanksgiving (Friday)**	☐
☐ **Easter Monday (Canada)**	☐ **Martin Luther King Jr Day (US)**	☐ **Thanksgiving (Thursday)**	☐

Comments: _____

_____

_____

_____

Office Notes: **Set Up Custom Processing rule**   **Pay Code Trans OK?**   **Add Clocks**   **Phone Clock? Enable**

Miscellaneous. Settings: **Disable pay Rate Over ride**   **Scheduling**   **Supervisor Accounts**

CONFIGURE other requested features, Exports, etc.