

Facsimile Signature Signing Services

A. **FACSIMILE SIGNATURE:** Client has asked Payroll Dynamics to use a facsimile electronic signature of an authorized signer on Client's payroll checks. Payroll Dynamics acknowledges the receipt of a sample of an authorized client signature which the Client requests Payroll Dynamics to scan into its system. For the Check Signing service, the Client agrees to pay the fee indicated in its price quote, which may change in the future as provided in this Agreement.

B. **VERIFICATION:** Payroll Dynamics will take precautionary steps to protect the use of this signature file. The Client will be responsible for verifying promptly all checks and journals from Payroll Dynamics in order to confirm their accuracy and propriety.

C. **INITIAL USE:** Payroll Dynamics can begin providing Check Signing on the first payroll if the facsimile signature is provided 48 hours prior to the payroll check date. If Payroll Dynamics is already providing Check Signing to the Client, then this agreement shall govern the terms under which Check Signing will continue. Client shall be solely responsible for ensuring that the signatures provided to Payroll Dynamics for check signing services are current, correct, and represent authorized signatories for client's accounts.

D. **WAIVER:** Unless arising from the fraud or dishonesty of a Payroll Dynamics employee or agent (and provided there is no complicity on the part of the Client's employees or agents), Client waives any claim against Payroll Dynamics for loss or damage which Client may sustain as the result of the improper or erroneous use of the signature file or check prepared with the signature. Any claim against Payroll Dynamics related to checks signed by Payroll Dynamics pursuant to this Check Signing service must be made by the Client within 45 days of the check date on such check(s). Claims made after that time will not be paid. Client acknowledges that protection against loss or damage not covered by this Agreement is the responsibility of the Client. The Client may cover this risk with an appropriate policy of depositor's forgery insurance.

E. The undersigned client hereby consents to the utilization of the electronic facsimile image of the authorized signatory for the purpose of populating Federal and State Power of Attorney documents, subsequent to the expiration of previously submitted forms, and/or as deemed necessary to deliver services exclusively for the benefit of the aforementioned client at the sole discretion of Payroll Dynamics.

F. **TERMINATION:** Client or Payroll Dynamics may terminate this Agreement at any time upon written notice effective upon receipt of the other party.

If you choose to enroll in the Facsimile Signing program, please sign applicable boxes below using a BLACK pen. Liquid ink has best results. Sign within the lines. Leave space between each signature and be sure it is clear. If this account needs 2 signatures, sign one name directly above the other in the Double Signature box as it will appear on the check. DO NOT make any other markings on this page.

Signature

PLEASE PLACE SIGNATURES WITHIN THE SPACE BELOW FOR PAYROLL DYNAMICS' FACSIMILE SIGNING SERVICE

PROVIDE CLEAR SIGNATURE USING A GEL OR FELT TIP PEN. DO NOT TOUCH OUTER BOX EDGES.