



Home Instead Senior Care
Franchise Network
TRUST DEBIT AGREEMENT

SECTION A: CLIENT INFORMATION:

CLIENT:

HISC NUMBER: **HO**

ADDRESS:

CLIENT NUMBER:

SECTION B: AGREEMENT

PAYPLUS LLC offers **TRUST SERVICES** and **DIRECT DEBIT SERVICES**. In order to utilize these services, PAYPLUS requires that the client, hereafter referred to as CLIENT, agree to the following:

TRUST SERVICES:

- 1) CLIENT shall comply with and be subject to the Operating Rules of NACHA governing electronic funds transfer, as such rules shall be in effect among participating banks and the FEDERAL RESERVE BANK OF KANSAS CITY. PAYPLUS will use the NACHA system to transfer funds between the CLIENT and PAYPLUS.
- 2) CLIENT hereby agrees to indemnify and hold each participating bank, NACHA and PAYPLUS LLC harmless from any claim incident to the operation of this plan arising from any act or omission of CLIENT, its employees or any independent contractor providing payroll processing services directly to CLIENT, including without limitation, any claim based on alleged loss as a result of non-credit of any deposit, and any claim which may be made by a depositor as a result of the rejection of any of his/her debits because of insufficient funds arising from the failure to credit deposits to his/her account.
- 3) PAYPLUS, LLC requires that the total debit amount for each payroll be deposited by CLIENT into a designated account same day to your pay date.
- 4) CLIENT'S said account shall be debited for the total debit amount and credited to PAYPLUS same day to CLIENT'S pay date.

DIRECT DEBIT SERVICES:

- 5) Direct Deposit Services will be utilized by various persons, such as our employees who have deposit accounts with banks that participate in the National Automated Clearing House Association (NACHA), hereinafter called PARTICIPATING BANKS, and who request that their accounts be regularly credited for amounts due and payable to them by this CLIENT. CLIENT requests that this method of crediting accounts be accepted by PAYPLUS LLC and agrees as follows:
- 6) Each person who desires to utilize this plan will authorize CLIENT to initiate paperless credits for sums due and payable to him/her for deposit at the PARTICIPATING BANK where his/her deposit account is maintained, hereafter called RECEIVING BANK. Credits may, upon request, be transmitted to other financial institutions that are not members of NACHA, but which have made arrangements with PARTICIPATING BANKS.
- 7) Each person who desires to utilize this plan will also authorize CLIENT to initiate either paper or paperless debits for sums due to the CLIENT for erroneous deposit(s) at the RECEIVING BANK and shall be governed by NACHA rules and regulations.
- 8) Upon receipt of the deposits at each RECEIVING BANK, the deposit amounts shall be credited to the appropriate account, provided however, that should such bank for any reason be unable or unwilling to make a deposit, it will, within two (2) banking days following receipt, return the entry to NACHA for distribution back to the ORIGINATING BANK.
- 9) CLIENT hereby authorizes ORIGINATING BANK to make reversal entries (correction entries) in accordance with the operating rules of NACHA to correct such errors as may arise, which errors are within the knowledge of ORIGINATING BANK. "ERROR", as contemplated by this provision shall include, without limitation, circumstances under which credit entries to the depositor of a RECEIVING BANK would result for whatever reason in an overdraft upon the account of CLIENT at ORIGINATING BANK.
- 10) Neither NACHA nor any PARTICIPATING BANK shall have responsibility for the accuracy of deposit amounts furnished by the CLIENT, nor shall any such bank or NACHA be under any duty to deliver statements of earnings or any other statements to the depositor concerned. CLIENT shall be responsible for delivering such statements.

I hereby agree to the terms of this Agreement.

SIGNATURE

DATE

SECTION C: BANK INFORMATION:

Bank Name

ABA#

Account #

FAX TO:

TRUST DEBIT AGREEMENT

(402) 933-0288

PAYPLUS LLC