

## Legal

Pieper Payroll is a dba for Pieper Business Services (PBS). An agreement between Customer and Pieper Business Services LLC (PBS) is to authorize PBS to perform prearranged banking transactions on the Customer's behalf including tax payments to tax authorities and direct deposit payments to Customer employees.

- Customer understands that this authorization will remain in effect until Customer notifies PBS in writing that Customer no longer desires this service, and allowing PBS reasonable time to act on such notification.

Customer is authorizing PBS to do the following

1. Withdraw funds matching Customer payroll tax liability at the time the liability is incurred (pay date) and pay those funds to the appropriate tax authority when they are due.
2. Withdraw funds matching Customer employee direct deposit obligations and pay those to the employee account on the pay date.
3. Automatically debit the client bank account a service fee consistent with agreed fee schedule between Customer and PBS.

Customer agrees

- To make funds for collection available in its account for withdrawal 1 day prior to the pay date.
- That if corrections in a bank debit are necessary, it may involve an adjustment (credit or debit) to Customer accounts
- That if fees or penalties are incurred by PBS as a result of Customer error such as bank fees for a deposit return, or for not having sufficient funds in its account when the same is required to be in its account and/or for any other reasonable charge, PBS is authorized to debit Customers bank account as required to recover charges and penalties.

The undersigned individual represents and warrants that he/she has full authority and power to sign this Agreement, agrees to indemnify PBS, its members, employees and agents, and to hold each of them harmless against any and all liabilities, losses, claims, costs or expenses, including attorneys' fees, relating to or arising out of

- Any Client actions or inactions, directly or indirectly, regarding any authorization referred to in this Agreement,
- The breach or inaccuracy of any representations and warranties made in this Agreement,
- Any misrepresentation contained in any statement/certificate furnished by Client and
- Breach and/or nonfulfillment of any agreement or covenant on Customer's or Client's part under this Agreement.

Customer and PBS agree to act in good faith regarding any of its actions or inactions undertaken pursuant to this Agreement.

- This Agreement shall benefit and be binding upon PBS, its successors and assigns, Customer and the undersigned individual and their respective successors, assigns, heirs, personal representatives and beneficiaries.
- This Agreement may only be changed by a written agreement signed by both the parties hereto.
- This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the location and sole and exclusive jurisdiction for any disputes regarding this Agreement shall be proper only in any federal or state court located only in Somerset County, New Jersey.
- All notices under this Agreement are to be delivered in writing. The notice shall be deemed delivered if in person or by registered delivery service with delivery confirmation, on the day delivered.

The undersigned individual (referred to as “Guarantor”), hereby unconditionally, directly and absolutely guarantee to PBS and its successors and assigns, the timely and complete performance by Customer in connection with its obligations under this Agreement and the payment to PBS of the Customer’s obligations evidenced by this Agreement when the same shall become due and payable in the event that Customer has not satisfied its obligation to make such payments in accordance with this Agreement.

I hereby waive any and all rights to notice of nonpayment of or demand on Customer for payment of such amount. This is a continuing guaranty of payment and of collection which shall remain in force until revoked by written consent of PBS to Guarantor or until Guarantor’s obligations to PBS under this Agreement have been fully satisfied by Customer and/or Guarantor, and Customer has been discharged in full from any obligations under this Agreement.

- Guarantor’s obligation and liability hereunder shall only be discharged and reduced by payments made by Guarantor directly to PBS upon Customer’s default of this Agreement.
- Guarantor agrees that, except as hereinafter provided, Guarantor’s obligations under this Guaranty shall be unconditional, irrespective of the validity or enforceability of this Guaranty, or the waiver or consent by PBS with respect to any provision of this Agreement now or hereafter executed by Guarantor and delivered to PBS.