



**COMPANY CHANGE FORM - Banking**

Client Number: \_\_\_\_\_ Client Name: \_\_\_\_\_  
Company Number: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Date Requested: \_\_\_\_\_ Change Effective Date: \_\_\_\_\_

**(Please note: For proper audit PayData requires advance notice for company changes)**

**Changing to:**

PayData Net Check (complete ER Transfer Agreement)  Yes  No

Direct Deposit (complete ER Transfer Agreement)  Yes  No

**Changing Bank Accounts:**

**Note:** Bank account must be changed **prior** to creating the payroll that it is to be effective with.

Bank Name: \_\_\_\_\_

Bank Account #: \_\_\_\_\_ Starting Check No. \_\_\_\_\_

Address Change: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Notes or Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is client being billed for changes?  Yes  No If yes, amount per pay period \$ \_\_\_\_\_ Flat amount \$ \_\_\_\_\_

*I agree to and authorize PAYDATA to make the above changes to our company set up.*  
Authorized client representative: \_\_\_\_\_ Title: \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For PayData use only:* Requestor: \_\_\_\_\_ CSR Rep: \_\_\_\_\_ Date Requested: \_\_\_\_\_  
Route form to all Departments for Review Priority:  High  Medium  Low  
1 -FINANCE: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
2 -CSR MGR: \_\_\_\_\_ Date Completed: \_\_\_\_\_

P.O. Box 706 • Essex Jct., VT 05453-0706 • 802-655-6160 • Fax 802-655-7263

The individual signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. Company acknowledges that receipt by PayData of a copy of the Agreement, by facsimile, shall constitute the legal equivalent, for all purposes, of receipt of an original Agreement. Company also acknowledges that PayData may require the use of an electronic signature procedure as an alternative method to obtain the execution of the Agreement of Company. Company agrees that the Agreement shall not be denied legal effect, validity or enforceability solely because an electronic signature or electronic record was used in its formation. Company agrees that PayData shall be entitled to rely on said facsimile Agreement, or said electronic signature, and further agrees to hold PayData harmless and indemnify PayData from any and all claims, injuries and damages, of any nature incurred or suffered by PayData as a result of its reliance upon said facsimile transmission or said electronic signature. This Agreement shall be construed and governed under the laws of Vermont

This Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_ (hereinafter called ORIGINATOR), PayData's banking institutions (hereinafter called ODFI), and PayData Payroll Services, Inc. (hereinafter called THIRD PARTY SERVICE PROVIDER\ TPSP). This Agreement shall cover all electronic transactions that occur using the Automated Clearing House (ACH) system

This agreement shall bind the ORIGINATOR and the TPSP to the NACHA Operating Rules that are in effect at any given time. For purposes of the Rules, an ORIGINATOR will be defined as an entity with whom the RECEIVER has a contractual relationship and to or from whom funds are ultimately owed. The NACHA Operating Rules require that either (1) the ORIGINATOR and the ODFI have entered into a contractual agreement under which the ORIGINATOR agrees to be bound by the NACHA Operating rules or (2) the TPSP has entered into an appropriate agreement with the ODFI under which the TPSP agrees to be bound by these rules. Both the ORIGINATOR and the TPSP acknowledges that entries may not be initiated that violate the laws of the United States and that the ORIGINATOR has entered into an appropriate agreement under which the ORIGINATOR has assumed the responsibilities of an ORIGINATOR under these rules.

- 1) By utilizing the services of PayData, the ORIGINATOR has entered into a contractual agreement with a TPSP, to process the ORIGINATOR'S payments. In this instance the TPSP rather than the ultimate ORIGINATOR of the payments has the contractual relationship with the ODFI. The ORIGINATOR authorizes the TPSP to send or transmit to its ODFI, a credit entry to the account of a RECEIVER to effect a payment from that entity to the RECEIVER or to send or transmit a debit entry to the RECEIVER'S account in order to effect a payment from the RECEIVER to that entity.
- 2) Each RECEIVER that desires to utilize electronic transfer of funds will provide ORIGINATOR with a Direct Deposit Authorization Agreement. The Direct Deposit Authorization agreement will authorize ORIGINATOR to utilize the TPSP to initiate paperless electronic transfer of funds for sums due or payable for deposit at the RECEIVER'S BANK (RDFI) where such account is maintained. The electronic transaction may, upon request, be transmitted to other financial institutions that are not members of NACHA, but which have made arrangements with NACHA. In addition, The TPSP may at its discretion require that the ORIGINATOR wire the necessary funds directly to the appropriate accounts in lieu of utilizing the ACH system.
- 3) Each RECEIVER that desires to utilize electronic transfer of funds will also authorize the ORIGINATOR to utilize the TPSP to initiate paperless debits or corrective reversal entries for sums due to the ORIGINATOR for erroneous transaction at the RDFI. These reversal entries shall be governed by NACHA rules and regulations. The electronic transaction may, upon request, be transmitted to other financial institutions that are not members of NACHA, but which have made arrangements with NACHA.
- 4) Upon receipt of the electronic transaction at each RDFI, the amounts shall be applied to the appropriate account(s), provided however, that should such bank for any reason be unable or unwilling to complete the transaction, it will, within two (2) banking days following receipt, return the entry to NACHA for distribution back to the TPSP.
- 5) ORIGINATOR hereby authorizes the TPSP to make corrective reversal entries in accordance with the operating rules of NACHA to correct such errors as which may arise; errors which are within the knowledge of the ORIGINATOR and the TPSP. "ERROR", as contemplated by this provision shall include, without limitation, circumstances under which credit entries to the receiver of a RDFI would result for whatever reason in an overdraft upon the account of ORIGINATOR or the TPSP'S ODFI.
- 6) ORIGINATOR hereby agrees to indemnify and hold the TPSP, ODFI, RDFI and other PARTICIPATING BANKS, as well as the NACHA harmless from any claim incident to the operation of this plan arising from any act or omission of ORIGINATOR, its employees or any independent contractor providing payroll processing services directly to ORIGINATOR 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 debits because of insufficient funds arising from the failure to credit deposits to said account.
- 7) Neither NACHA nor any PARTICIPATING BANK shall have responsibility for the accuracy of deposit amounts furnished by the ORIGINATOR, nor shall any such bank or NACHA be under any duty to deliver statements of earnings or any other statements to the depositor concerned. ORIGINATOR shall be responsible for delivering such statements.
- 8) The TPSP requires that all funds scheduled for electronic transfer from ORIGINATOR, be deposited into the designated account(s) in sufficient time to ensure that the TPSP debits clear. The TPSP will debit the total amount of the funds from ORIGINATOR one business day prior to check date.
- 9) ORIGINATOR hereby agrees that if debits are returned for any reason, the TPSP requires that client immediately wire funds to cover the returned amounts. If the deficiency is not resolved within three banking days, the TPSP reserves the right to terminate ORIGINATOR from its services effective immediately without providing 90 days notice, and to pursue immediate legal action, including but not limited to placing a freeze on escrowed funds and\ or reversal of payments. If legal action is required by the TPSP, Originator agrees to pay all TPSP costs and legal fees associated with such action. The individual signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. The invalidity of unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of this Agreement. This Agreement shall be construed and governed under the laws of Vermont
- 10) In order to ensure the integrity of your payroll data, if adjustments to PayCard transactions that were originally issues through payroll are necessary, these adjustments MUST be made through a PayData payroll process. Offline transactions are not recommended.

ABA#	Acct #	PayData Billing	PayData Net Check	Tax Service	Workers Comp	Direct Deposit

**PAYDATA PAYROLL SERVICES, INC.**

\_\_\_\_\_  
 (COMPANY NAME)  
 By: \_\_\_\_\_  
 (Print Name)  
 Title: \_\_\_\_\_  
 (Officer of COMPANY)  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)  
 Title: \_\_\_\_\_  
 (Officer of COMPANY)  
 \_\_\_\_\_  
 (Signature)

**Email Address:**

**This is the preferred method of PayData's Finance Department to communicate and/or notify your company.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. ORIGINATOR acknowledges that receipt by TPSP of a copy of the Agreement, by facsimile, shall constitute the legal equivalent, for all purposes, of receipt of an original Agreement. ORIGINATOR also acknowledges that TPSP may require the use of an electronic signature procedure as an alternative method to obtain the execution of the Agreement of ORIGINATOR. ORIGINATOR agrees that the Agreement shall not be denied legal effect, validity or enforceability solely because an electronic signature or electronic record was used in its formation. ORIGINATOR agrees that TPSP shall be entitled to rely on said facsimile Agreement, or said electronic signature, and further agrees to hold TPSP harmless and indemnify TPSP from any and all claims, injuries and damages, of any nature incurred or suffered by TPSP as a result of its reliance upon said facsimile transmission or said electronic signature.



P.O Box 706  
Essex Jct., VT 05453  
Tel: (802) 655-6160  
Fax: (802) 655-7263

Company Name: \_\_\_\_\_

**Bank Credit Reference Form**

Bank Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bank Contact: \_\_\_\_\_

Bank Fax: \_\_\_\_\_ Bank Email: \_\_\_\_\_

Dear Bank Officer:

You are hereby authorized to release credit information about our account standing, credit line, and payment history to PayData Payroll Services, Inc. to be used explicitly for the establishment of an account. This information is to be kept in the strictest of confidence.

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Title: \_\_\_\_\_

Company: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Account Name Reference: \_\_\_\_\_

The about customer has given your name as a reference. Please supply us with the following information and return this form to PayData Payroll Services' Finance Department by \_\_\_\_\_.

Date Account Opened: \_\_\_\_\_ Average Balance Maintained: \_\_\_\_\_

Credit Limit (if any): \_\_\_\_\_ Payment Habits: \_\_\_\_\_

NSF Checks: \_\_\_\_\_ Line of Credit: \_\_\_\_\_

Other accounts with your bank: \_\_\_\_\_

Any additional comments: \_\_\_\_\_