



## Payroll Services

### Explanation of Contents:

Please find items that need to be completed in order to setup your payroll program with Dyatech:

- 
- |   |   |
|---|---|
| <p>Section 1 - Company information. Please be advised this information will be used in Dyatech's main client database for setup of your account with Dyatech. We use this information for client servicing and correspondence.</p> <p>Section 2 - Your Payroll Information. Dyatech collects this information to establish your pay calendar for the year and setup your paycheck schedule.</p> <p>Section 3 - Your Payroll Tax Information. Please provide payroll tax information for Federal, State, and any Local taxes. Please provide copies of tax statements and any other information that would make the tax payment transition smoother. All future tax notices and updates should be forwarded to Dyatech.</p> <p>Section 4 - Your Paid Time Off Information. This section defines your PTO policy and is an optional service.</p> <p>Section 5 - Payroll related questions. This is the section that confirms the company will or will not have employees that receive 1099's. If you think you may have employees sometime during the year that receive 1099's, please check yes.</p> | <p>Section 6 - Your wage and earning descriptions. Please check the earning descriptions you use to pay your employees throughout the year.</p> <p>Section 7 - Your deduction descriptions. Please check the items in this section that you withhold from employees paychecks. If you have additional deductions that are not listed, please attach a separate page to this installation kit.</p> <p>Section 8 - Schedule of Fees. This section lists the cost of the payroll processing services offered by Dyatech.</p> <p>Section 9 - ACH Information. This section is for collecting banking information in order to setup the automated draft process for direct deposits, scheduled payroll files, and tax deposits.</p> <p>Section 10 - Dyatech Service Agreement. This section details our service agreement with the client. This section details duties, responsibilities, and authorized representatives.</p> <p>Section 11 - Signatures. This section is the signature section for the Payroll Services Installation Kit.</p> |
|---|---|

---

Please contact the Payroll Department at 866-651-4222 with questions or comments or to schedule a conference call. Once you have completed the Plan Design Kit, please fax the completed pages to 601-510-9894 or email to [marketing@dyatech.com](mailto:marketing@dyatech.com). Please mail the original paperwork to:

**Dyatech**  
**Attn: Marketing**  
**805 South Wheatley, Suite 600**  
**Ridgeland, MS 39157**

Thank you for your business!

Section 1 Company Information		
Contact person and title	Tax ID #	Fiscal Year End
Company name	Phone Number	Fax Number
Street address	City	State
Email address	County	Zip

**Type of Entity**

a.  Corporation (including tax-exempt of non-profit)

b.  S Corporation

c.  Sole Proprietorship

d.  Partnership (including Limited Liability)

e.  Professional Service Corporation

f.  Limited Liability Company that is taxed as:

1.  partnership or sole proprietorship
2.  a corporation
3.  an S corporation

Section 2 Your Payroll Information	Helpful Hints
<p>1. What is your first paycheck date with Dyatech? _____</p> <p>2. What is your payroll frequency?</p> <p><input type="checkbox"/> Weekly (52)</p> <p><input type="checkbox"/> Bi-Weekly (26)</p> <p><input type="checkbox"/> Semimonthly (24)</p> <p><input type="checkbox"/> Monthly (12)</p> <p><input type="checkbox"/> Other _____</p> <p>3. What are your payroll beginning and ending dates for the first month you will be with Dyatech?</p> <p>Pay Period - _____ Check Date - _____</p> <p>Pay Period - _____ Check Date - _____</p> <p>4. How many employees receive paychecks? _____</p>	<p>Please allow for the installation of the account to take a maximum of two weeks.</p> <p>If you have multiple pay cycles, please check each frequency and make a note in the margin.</p> <p>This applies to hourly employee pay cycles. For example, if you count hours up to Friday of the week and the paycheck for this period is actually dated the following Tuesday. We need to know the pay cycle begin and ending dates.</p> <p>Please let us know the total number including any employees that receive 1099's.</p>

Section 3 Your Payroll Tax Information	Helpful Hints
<p>5. In what states do you have employees?</p> <p>_____</p> <p>6. Please provide state withholding numbers for each state:</p> <p>_____</p> <p>7. Please provide local, municipality, or school tax information:</p> <p>_____</p> <p>8. Please provide unemployment rates for each state:</p> <p>_____</p>	<p>Please list the states you have employees living in and those states that you have employees living and working in that may be separate from the home office.</p> <p>In some cases your state withholding number may be the same as your federal withholding number.</p> <p>In order for us to determine the correct tax information, please provide a copy of your most recent statement.</p> <p>Please fax or include a copy of your most recent statement. Please provide a copy of your previous returns.</p>

Section 4 Your Paid Time Off Information	Helpful Hints
<p>9. Do you track paid time off? Please provide detailed accrual rates and formulas:</p> <p>_____</p> <p>10. Do you track vacation time? Please provide detailed accrual method and formulas:</p> <p>_____</p>	<p>Tracking Paid Time Off is an optional service we provide and will appear on each employee's paycheck if you elect to use the service.</p> <p>Tracking Vacation time is an optional service that we provide and will appear on each employee's paycheck if you elect to use this service.</p>

**Section 5 Payroll Related Items Helpful Hints**

11. Do you have any 1099 employees?  
 Yes  
 No

Please provide a list of those employees that you do not withhold taxes for, and Dyatech will process a 1099 Form at the end of the year.

**Section 6 Your Wage and Earning Descriptions Helpful Hints**

12. Please check the items that you include as part of your annual wage definitions:
- Salary Pay
  - Hourly Pay
  - Overtime Pay
  - Bonus Pay
  - Commission Pay
  - Vacation Pay
  - Sick Pay
  - Holiday Pay
  - Expense Reimbursement
  - Jury Duty Leave
  - Car Allowance
  - 1099M
  - Other: \_\_\_\_\_

Please check each item you use to pay your employees throughout the year. Even if you only pay an item occasionally, please include it as part of your payroll program.

**Section 7 Your Deduction Descriptions Helpful Hints**

13. Please check the items below that you process as deductions or withholdings from your employees' paychecks:
- Section 125 Medical Insurance
  - Section 125 Dental Insurance
  - Section 125 Vision Insurance
  - Section 125 Dependent Care
  - 401(k) Employee Pre-tax Deductions
  - 401(k) Employee ROTH Deductions
  - 401(k) Employer Match
  - 401(k) Employer Safe Harbor Match
  - 401(k) Safe Harbor 3% Non-Elective Contribution
  - Profit Sharing Contribution
  - Creditor Garnishments
  - Dental Insurance
  - Life Insurance
  - Long-term Disability Insurance
  - Loan Repayment
  - Uniforms
  - Other: \_\_\_\_\_

Please check each deduction that applies. Please be advised the items you select will be used to setup your account. If you wish to add additional deduction descriptions you may do so at anytime by emailing [marketing@dyatech.com](mailto:marketing@dyatech.com).

**Section 8 Schedule of Fees**

14. One Time Payroll Installation Fee	\$250
Monthly Payroll Processing Fee ( Per Employee Per Month )	\$6
Third Party/Agency Check Fee (Per Check Per Month)	\$6
1099 Employees (Per Employee Per Month)	\$6
	NSF fee - \$75.00

The rate Per Employee Per Month is determined by Number of Employees, Payroll Frequency, Number of Live Checks and Direct Deposits, Multiple Tax Locations and States, any type of manual processing, multiple reversing entries or manual checks. Please consult with a Dyatech Payroll Representative for more details.

**Section 9 ACH Information**

Please complete the following ACH information. The information below will be used to automatically draft your company's payroll checking account for paychecks, taxes, and Dyatech fees which are part of the company's payroll processing file. The ACH Network is a highly reliable, efficient, nationwide, batch-oriented, electronic funds transfer system governed by the

NACHA OPERATING RULES which provides interbank clearing of electronic payments for participating depository financial institutions. The Federal Reserve and Electronic Payments Network act as ACH Operators, central clearing facilities through which financial institutions transmit or receive ACH entries.

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

Address \_\_\_\_\_

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

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Section  
10

Dyatech Payroll Service Agreement

This is the Dyatech Service Agreement which outlines responsibilities for all parties.

**AGREEMENT DOCUMENTS & PAYROLL OUTPUT.** This Terms And Conditions Agreement, the Payroll Services Agreement, Federal Form 8655 Reporting Agent Authorization form(s), and other Setup Forms (hereinafter "Agreement Documents") identify Client Requirements for Payroll Services. The payroll reports define the current services Client is requesting. Client agrees the payroll report(s) or payroll web site is deemed correct each time received and Dyatech will not be liable for any errors unless Client notifies Dyatech of any errors or changes within one (1) bank business day of the date of the payroll check.

**CONVERSION SERVICES.** After the effective date of this Agreement, Dyatech shall convert the files necessary for the Client to use the Services to a format compatible with the Services. Client agrees to cooperate with Dyatech and provide Dyatech with all necessary information and assistance required for Dyatech to successfully convert the Client files. Client will assign a liaison person to assist and cooperate with such conversion. Dyatech shall determine when client files have been successfully converted and the Services are operational and available for Client's use.

**TAX SERVICES.** In order for Client's IRS FORM W-2 statements and payroll tax reporting to be accurate, wage and tax information submitted by Client must be reconciled with Client's tax returns and records for the current calendar year. Client agrees to submit accurate information requested by Dyatech in connection with the Services provided under this Agreement. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to hold Dyatech harmless from such liability. Dyatech, at its option may elect not to file Client's returns or pay Client's taxes if there are any unresolved problems with any information requested by Dyatech or submitted by Client. Dyatech's sole liability and Client's sole remedy for Dyatech's negligent failure to perform the tax services as specified in the payroll reports is (a) Dyatech will remit the payroll taxes received from Client to the appropriate taxing authority and (b) Dyatech will reimburse Client for any penalties relating to such negligent error or omission by Dyatech.

**COMMUNICATION LINES.** Dyatech shall have no responsibility for the expense of the establishment or maintenance of the communication lines used by Client in accessing the Services and shall not have any responsibility or liability for any interruption or termination of those communication lines.

**FEES, PAYMENT, TAXATION.** Client agrees to pay Dyatech for the services at the rates for the services specifically referred to in the Payroll Services Agreement for the first 12 months after the date this Agreement is signed by Client (assuming no changes in requirements, specifications, volumes or quantities); thereafter the prices for the services covered by this Agreement may be changed by Dyatech as set forth below. Client agrees to pay Dyatech for payroll and other services included in the Services that are not specifically referred to within the Schedule of Fees Agreement and Dyatech shall have the right to change all such prices at anytime and from time to time after the date referred to in Section 2, Item #1, on 30 days notice.

**INTEGRATION.** If Client has elected to use Payroll Services in conjunction with the Dyatech Retirement Services program, Client authorizes Dyatech to send data electronically to Client's Retirement Program. Client agrees that Dyatech will not be liable in any way if the Services cannot be performed completely or accurately because of anything not reasonably within its control, including problems with the communication lines. Client is solely responsible for verifying that the data downloaded to Dyatech Retirement Services has been received and is accurate.

**ACCOUNT DEBITING.** Dyatech is authorized to withdraw from Client's Designated Payroll Debit Account, specified by Client, such amounts as are necessary to (a) fund Client's employees' net paycheck amounts and/or direct deposits, (b) pay any and all of Dyatech's processing, reporting, printing or other special fees and (c) pay all of Client's payroll taxes. Dyatech will hold amounts withdrawn for payroll taxes until such time as those payments are due to the appropriate tax agencies. Regardless of whether Client has received interest on Client's account, no interest will be paid on these amounts once they have been withdrawn from Client's account. If Client does not have sufficient funds in the designated account to pay disbursements, fees and taxes at the time required, or if Client refuses to pay, Dyatech may (a) refuse to release the Payroll Output to Client, (b) place a stop payment on all payroll checks or reverse direct deposit transactions, (c) cancel the tax service, in which case liability for all payroll tax matters will become the sole responsibility of the Client, (d) refuse to perform further Services, (e) apply any money currently held by Dyatech (other than for tax purposes) to any amount owed to Dyatech by Client, and/or (f) immediately terminate the Agreement. Dyatech may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. Dyatech may recover from Client any costs including, without limitation, reasonable attorneys' fees Dyatech may incur in connection with any termination of this Agreement. This Section 7 shall, to the extent applicable, survive the termination of this agreement.

**PROCEDURES.** Client will submit the completed documents Dyatech requires to provide the requested services. Client will receive a form from Dyatech describing the procedures with which the Client is to comply. If all documents requested by Dyatech are not received and/or proper procedures are not followed, Dyatech may refuse to provide the services to Client until such matters are completely resolved. When the payroll becomes available to Client, Client will have (1) bank business day after date of the paycheck to examine all

payroll report documents and to identify any incorrect or missing data or items. Client agrees that if Client does not notify Dyatech within this time period of any incorrect or missing data or items (a) Client has accepted the payroll reports, (b) Client has waived and released any claim against Dyatech arising out of any errors about which Client has not notified Dyatech, and (c) any subsequent request for corrections will be considered special handling and additional fees may be charged.

**CONFIDENTIALITY OF CLIENT FILES, SECURITY AND RETENTION.** Any files or other information provided by client to Dyatech for use with payroll shall remain the confidential information of Client. Dyatech shall treat the Client Files as confidential and will use that information only for the purpose of providing payroll services. Dyatech will provide reasonable security provisions to insure that third parties do not have access to the Client Files. Dyatech reserves the right to issue and change regulations and procedures from time to time to improve security.

Dyatech will take reasonable precautions to prevent the loss or alteration to the Client Files, but Dyatech cannot guarantee against any such loss or alteration. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to Dyatech or input by client into the Dyatech system.

Client acknowledges that Dyatech is not providing storage and record keeping of Client's records as part of the Services, and that Dyatech will, in accordance with its then prevailing records retention policies, dispose of all Client Files in any manner deemed appropriate by Dyatech. At Client's request and provided Dyatech has been paid for all Services, Dyatech will provide Client, in standard Dyatech format and at Dyatech's then standard rates for such services, any and all of the Client Files requested by Client which are then in Dyatech's possession. This Agreement does not relieve Client of Client's obligations under federal, state or local laws or regulations to hold records relating to the data contained in Dyatech's tape or disk files.

**CHANGES IN TERMS, POLICY, PROCEDURE, SERVICES OR FORMS.** Dyatech may make changes to any term or condition of this Agreement including any fee terms, processing times, deadlines or special fees except as otherwise specifically noted herein. Dyatech will provide notice of any such change upon Client's request where required by law. Continued use of the Services after notice is given constitutes Client's agreement to any change.

**PRICING ADJUSTMENTS PER INCREASE IN CPI.** Dyatech reserves the right to increase the billing rate by the percentage change in the Consumer Price Index (CPI) from the base month, which shall be December of the prior preceding year, to December of the preceding year as contained in the most recent publication of the source index.

**TERM AND TERMINATION: DEFAULT BY CLIENT: REMEDIES UPON DEFAULT.** Client may terminate this Agreement upon 30 days prior written notice to Dyatech. Should Client (a) default in the payment of any sum of money, hereunder, (b) default in the performance of any other obligations under this Agreement, or (c) commit an act of Bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial portion of Client's property becomes subject to levy, seizure, assignment, application for sale for or by any creditor or governmental agency, then, in any such event, Dyatech, at its option, may, upon written notice thereof, (a) terminate the Agreement, (b) declare all amounts due and to become immediately due and payable and/or (c) require Client to deposit an amount equal to its average future monthly or annual processing amount (d) to prepay for any future processing.

**ALTERNATIVE DISPUTE RESOLUTION.** It is agreed that all disputes, claims and controversies initiated by Client arising from this Agreement or any related documents or instruments, or otherwise, including without limitation, contract, tort, and other claims, shall be determined pursuant to Title G of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association, provided, however, that no arbitrator shall have the power to enjoin or restrain any act of Dyatech or Client. No act to take or dispose of any collateral, or to exercise any right in connection with collateral, including without limitation, obtaining or executing a writ of attachment, or any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code as codified under applicable law, shall constitute a waiver of this Section 12. This statute of limitations, estoppels, waiver, and similar doctrines that would otherwise be applicable in an action brought by Dyatech or Client shall be applicable in any arbitration proceeding and the commencement of any arbitration proceeding shall be deemed the commencement of an action for these purposes. The arbitrator may award attorneys' fees and expert witnesses' fees and cost to the prevailing party. By signing the Agreement you are giving up any rights you might possess to have any dispute, claim, or controversy litigated in a court or to have a jury trial.

**ATTORNEYS' FEES.** In the event of a dispute in connection with which any party to this Agreement employs counsel to pursue, protect, or enforce any of the rights afforded that party by the terms hereof, or by the terms of any related agreement or to defend against any claims of any other party hereto which arise out of this Agreement of any related agreement, in or out of court (including appellate courts), in arbitration, bankruptcy cases and proceedings or otherwise, the non-prevailing party in such dispute agrees to pay all attorneys' fees, expert witnesses' fees and costs actually incurred by the prevailing party in connection with such dispute and all such fees and costs actually incurred by the prevailing party in collecting or enforcing any settlement agreement, judgment or arbitration award relating to such dispute.

**LAWS AND GOVERNMENTAL REGULATIONS.** Client shall be responsible (a) for compliance with all laws and governmental regulations affecting its business, and (b) for any use it may make of the Services to assist it in complying with such laws and governmental regulations, and except for its responsibilities relating to tax filing Services set forth herein, Dyatech shall not have any responsibility relating thereto including, without limitation, advising Client of Client's responsibilities in complying with any governmental regulations affecting Client's business.

**ASSIGNMENT.** Client shall not assign this Agreement without the prior written consent of Dyatech, which consent shall not unreasonably be withheld. It is understood and agreed that any consent granted by Dyatech to any such assignment shall not be deemed a waiver of the covenant herein contained against assignment in any subsequent case. This Agreement shall be binding upon and inure to the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

**INDEMNIFICATION.** Client agrees to hold Dyatech harmless against all claims made by Client or others resulting from Dyatech's reliance on information and/or data Client furnishes or resulting from activities Dyatech or their agents undertake at Client's request, or at the request of anyone Dyatech believes in good faith to be an authorized agent of Client including, without limitation, costs and reasonable attorney's fees incurred in connection with such claims.

NOTICES. Notices required by this Agreement should be sent to Dyatech at the following address:  
Dyatech, Marketing Department  
805 South Wheatley Street, Suite 600  
Ridgeland, MS 39157  
866-651-4222  
[marketing@dyatech.com](mailto:marketing@dyatech.com)

Client authorizes Dyatech to create and transmit ACH files for the purpose of moving money through the Automated Clearing House (ACH) pursuant to the terms of this Agreement and the rules of the National Automated Clearing House. This is for the purpose of providing direct deposit of payroll for Client's employees direct bill collection, tax impounding or any other reason the Client may desire to move money electronically through ACH.

**ACKNOWLEDGMENT**

Client authorizes Dyatech to initiate electronic debit and/or credit entries to the bank account shown on attached ACH debit form. Client understands that adjustment entries may be made to this account to insure an accurate and balanced accounting (debits and credits must balance) of all transactions. This authorization will remain in effect until Client cancels it in writing.

Client acknowledges that it has consulted, to the extent Client deems necessary, with legal and tax advisers. The actions of Dyatech will be governed solely by the provisions of this agreement. Dyatech shall not be required to review any action taken by Employer or the Payroll Contact and shall be fully protected in taking, permitting or omitting any actions on the basis of the Client's action. Dyatech shall incur no liability or responsibility for acting at the directions of the Client.

**AUTHORIZED EMPLOYER CONTACTS**

The following persons are authorized to act and sign on behalf of the client outlined in section 1 of this agreement.

**Please fill in the Relationship column with one of the following:**

*Payroll Administrator / Company Contact / Authorized Officer.*

_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature

**GENERAL**

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns. This Agreement is intended as a final expression of the agreements between the parties. This agreement can only be modified in writing signed by both parties. Employer acknowledges that it has consulted, to the extent Employer deems necessary, with legal and tax advisers. The actions of Dyatech will be governed solely by the provisions of this agreement. Dyatech shall not be required to review any action taken by Employer or an Authorized Employer Contact person and shall be fully protected in taking, permitting or omitting any actions on the basis of the Employer's action. Dyatech shall incur no liability or responsibility for acting at the directions of the employer.

**Section 11 Signatures**

This is the Authorized Signature section for the plan. Please have an authorized employer contact person complete the section below. Please fax a completed copy of this kit to: Marketing Department 601-510-9894 and mail originals to Dyatech Marketing Department, 805 South Wheatley, Suite 600, Ridgeland, MS 39157.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Signature Scan Form

Company Name:	
Person requesting signature within your Company:	Authorizing person approving this scan:
Signature Name (1) TOP: <i>(please sign your name in the box at the bottom left of this page)</i>	Signature Name (2) BOTTOM: <i>(please sign your name in the box at the bottom left of this page)</i>

**IMPORTANT INSTRUCTIONS & NOTES:**

- All signature request forms **MUST** have the name of the person requesting the signature as well as a signature of an authorizing individual within the company approving. All forms without this information will be returned to the client.
- Please sign signature inside of **all three** (3) boxes. **If part of signature is on the outside of box it will NOT show up.**
- **Use a medium black ink** pen **and select yes or no if you require a line under your signature.**
- Please fill out an additional form if two (2) signatures are required and advise which signature is on top and which is on the bottom.
- Mail original form to the above address - Attention: Marketing. **Please do not fax this form.**

**PLEASE CHECK ONE:**

- One (1) signature required on checks
- Two (2) signatures required on checks

Double Signatures will be scanned in separate boxes. Please have each person sign on an individual Signature Scan Form.

Do you require a line under your signature? *(Please circle one)*

Yes                      No

Do you require any special notifications on your payroll checks and/or direct deposits? (i.e. "Payroll Check", "Void after 90 Days", etc.) *(Please circle one)*

Yes                      No

Payroll Check    Void after 90 Days    Other: \_\_\_\_\_