# PPG

### EMPLOYEES ELECTRONIC FUNDS TRANSFER AGREEMENT

Prepared By:

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## EMPLOYEE ELECTRONIC FUNDS TRANSFER AGREEMENT

This is a summary of the terms of agreement between a company (client) employee and PPG Partners, LLC for electronic transfer of funds from the PPG payroll clearing account directly to employees personal bank account.

After reading the PPG employee electronic funds transfer agreement thoroughly, please complete the following steps:

- 1. Sign and date the last page of the PPG Payroll Service Electronic Funds Transfer (ET) Agreement.
- 2. Complete the Direct Deposit Authorization and attach a voided check
- 3. Complete W-4 and I-9 forms which can be found on our website <u>www.ppgpartners.net</u> under the forms tab.

#### PPG PAYROLL SERVICE ELECTRONIC FUNDS TRANSFER (ET) AGREEMENT

Dear Payroll Client Employee:

The following agreement covers your rights and liabilities if you currently utilize any of the electronic funds transfer services available through PPG, or if you should elect to utilize any of these services in the future.

Pre-authorized Electronic Funds Transfer is any transfer of money performed by means of a computer or other electronic means that you authorize PPG in advance to make to your Bank at substantially regular intervals.

This agreement replaces all previous Electronic Funds Transfer agreements.

Please keep this agreement and read it carefully if you authorize PPG to make Electronic Funds Transfers of your payroll to your bank account.

#### TERMS AND CONDITIONS

THIS AGREEMENT is made by and between you ("You") and PPG ("WE", "US");

IN CONSIDERATION of the mutual promises and obligations in this Agreement, YOU and WE AGREE, as follows:

#### PRE-AUTHORIZED TRANSFERS

#### Types of Available Transactions.

By proper written authorization, You may perform the following types of Pre-authorized Electronic Transfers with respect to checking or savings Accounts now or later designated by You and US ("Accounts"), through our Funds Transfer System ("System"):

Transfer amounts (c.edits) (such as the direct deposit of your net pay from your Employer) for deposit to a specified Account with your Bank.

Certain legal limitations apply on the number of transfers that may be made to your accounts. Federal regulations require banks to monitor your compliance with certain restrictions. Your bank may be required to close your account or take away your ability to make such transfers if these restrictions are violated.

#### Liability for Data Accuracy.

We shall not be responsible to You for any claims, damages, losses or expenses arising out of the preparation or delivery of data input for the Electronic Funds Transfers and credit or debit entries prepared by your Employer or other person or company authorized by You to do so. In all cases, We shall be entitled to rely upon the accuracy and correctness of the data input prepared by your Employer or other authorized person or company, and We shall have no obligation to investigate or determine the accuracy or authorization of said data input or the Electronic Funds Transfers directed by your Employer or other person or company authorized by You to do so.

#### Rights To Receive Documentation of Transfers.

**Periodic Statements** - You will be provided a payroll checkstub to identify the electronic deposit to your account each pay period.

#### Time of Transaction.

All transactions are subject to additional proof and verification, which may result in a delay of posting transactions to your account. Transactions will not be electronically transferred to your account until after your employer's demand item(s) have been presented for payment to PPG. Additional delay of payments, or the posting of transactions, may occur when the transactions are made on a Saturday, Sunday or bank or other holiday, or on any other day after our business day payroll cutoff time (noon); usually such transactions will be effective on the next banking day.

Any demand item (for example, a check) which is included in a deposit to PPG Payroll Clearing Account from your employer shall not be considered to have been presented for payment until after the demand item has been processed, physically removed from the Terminal (if applicable), and an attempt to collect the items is made.

#### Business Day.

Our business days for the purposes of this Agreement (including processing of claims of errors or performing other internal functions) are Monday through Friday. All bank and other legal holidays are not included. The following days are also not included:

April 15th P.M.
Day following Thanksgiving Day
December 24th
December 31st

#### Our Liability for Failure to Make Transfers.

If We do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with You, and according to our agreement with your employer/our client, We will be liable for your losses or damages, as the law requires. However, we will not be liable, for instance:

- If Your Account or Your employer's account is frozen because of a court order or other similar reasons.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions We have taken.
- If necessary authorizations are terminated by operation of law in certain circumstances such as death or legal disability.
- If Your employer's deposit to PPG Payroll Clearing Account is in anyway interrupted.
- If We do not receive the necessary transfer data from a third party
- If the transfer data We receive from a third party is erroneous or incomplete.
- If equipment necessary to process and post your deposit malfunctions or breaks down.

There may be other exceptions provided by applicable law.

#### Modification or Termination of Customer Agreement.

You agree that We may amend or modify the terms and conditions of this Agreement at any time, including partial or complete termination, upon prior written notice to You mailed to the address indicated in our Account Records. However, we may make an immediate change without notice if necessary to maintain or restore the security of this System or any Account.

If such a change is to be made permanent, notice will be provided to You within 30 days after the change has been made permanent unless disclosure would jeopardize the security of the System or Account.

#### Transactions Subject to Account Rules.

Each transaction through the System shall be governed by this Agreement and subject to the rules, regulations and agreements existing from time to time between You and Us with respect to each Account to which the transaction relates (which rules, regulations and agreements are incorporated herein by reference).

#### Disclosure of Account Information to Third Parties.

We may disclose information to third parties about your Account or the transfers You made: (1) where it is necessary to complete transfers, or (2) in order to comply with government agency or court orders, or (3) if You give Us your written permission, or (4) to provide information regarding improper use of an Account.

#### Single Statement.

You agree that one Periodic Payroll Checkstub sent to the address indicated in our Account Records is sufficient notice to all Account holders of Account activity.

#### Joint and Several Obligations.

You agree that the obligations assumed by You in the Agreement, shall be the joint and several obligations of all Account holders of any of your designated Accounts.

#### Applicability of Federal and State Law.

You agree that the laws of the United States and of the State where We are located, including (but not limited to) the Uniform Commercial Code of Your state, shall govern our relationship and this Agreement, except to the extent otherwise provided in this Agreement.

#### Direct Deposit Authorization.

This Agreement shall become effective ten (10) business days after you complete and sign the direct deposit authorization, which is the next page following and it has been received by PPG.

	Date:
EMPLOYEE SIGNATURE	

#### **DIRECT DEPOSIT AUTHORIZATION**

New	Change		Cancel	
Employee Name			Date	
I hereby authorize PPG I Depository to credit the		-	to my account indica	ted below and the
Bank Name				
Branch	***			
City/State/Zip				
Checking	Savings		Money Market	
This authority is to remain notification from me of reasonable opportunity	its termination in suc			
Name (Please Print)				
Signature			Date	

### PLEASE ATTACH A VOIDED CHECK