



Payroll Start Up Checklist

STEP 1 COMPLETE THE ATTACHED REGISTRATION DOCUMENTS CONSISTING OF:

- NEBS PAYweb.ca Application form (8 pages)
- PAYweb Client Service Agreement (3 pages)
- NEBS PAYweb.ca Record of Employment Service - Annex A - optional (3 pages)
- Promotion form (1 page)

Please also provide:

- Copy of a VOID cheque of Business Bank Account that will be funding this payroll.
- Copy of Canada Revenue Agency (CRA) PD7A form - Statement of Account for current source deductions indicating 9-digit federal business number.
- Copy of current Workers Compensation Account(s). This can be an invoice or premium remittance form.
- Copy of your annual payroll schedule including pay period end dates and employee pay dates.

STEP 2 CONNECTIVITY TEST

- See separate email for instructions, and reply as Test Positive or Test Negative.

STEP 3 NEXT STEPS

- You will receive an e-mail entitled "Welcome Letter" from our Setup team. You must carefully review and verify all information and reply back as soon as possible in order for us to continue processing your application and to meet your requested date for your first payroll run.
- Once this is done our Setup team will either invite you to a webinar for initial training, or they will set up an appointment for one-on-one training to create the employee profiles (including name, address, phone, S.I.N. numbers, bank account information, etc.).
- If you have not provided us with Year to Date information for employees at this point in time, please e-mail or courier this now to avoid any delays.
- Our Setup team must enter the Year To Date information for each employee into your PAYweb.ca account.
- A phone appointment will be scheduled with our Setup team in order to run your first payroll.

Congratulations! Thank you for choosing NEBS PAYweb.ca.



Once completed, please fax along with a copy of CRA form PD7A (Statement of account for current source deduction) and a copy of a VOID Company cheque to our **Confidential Fax:**

1 519 623 8130

Please check service:

Level 1 Level 2 Level 3

PAYROLL APPLICATION FORM (PLEASE PRINT)

Please allow 5 business days to complete the application review process and an additional 10 business days to complete the registration process.

APPLICANT INFORMATION

LEGAL COMPANY NAME		OPERATING AS	
ADDRESS			HEAD OFFICE IN QUEBEC? <input type="checkbox"/> YES <input type="checkbox"/> NO
CITY	PROVINCE	POSTAL CODE	FAX NUMBER
COMPANY WEBSITE	IN BUSINESS SINCE	ANNUAL SALES	
EXECUTIVE CONTACT NAME		TITLE	
TELEPHONE	EXTENSION	EMAIL	
PAYROLL CONTACT NAME		TITLE	
TELEPHONE	EXTENSION	EMAIL	
RECORD OF EMPLOYMENT CONTACT NAME			
TELEPHONE	EXTENSION		
T4 CONTACT NAME			
TELEPHONE	EXTENSION		

Les parties se sont entendues pour que la présente entente soit rédigée dans la langue anglaise;

The parties have agreed that the present agreement be written in the English language.

The client expressly acknowledges that the customer interface of the online payroll service is in English only and the client will hold NEBS harmless from any liability in this regard.

Authorized Signature: _____ **Date:** _____



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PAYROLL APPLICATION FORM (PLEASE PRINT)

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and an additional 10 business days to complete the registration process.

PAYROLL DETAILS - PRIMARY PAYROLL INFORMATION

FOR OFFICE USE ONLY	RATE	REGISTRATION DISCOUNT CODE	PERFECT PARTNER CODE
		GROSS PAY PER CYCLE	ESTIMATED "GO LIVE" DATE
TOTAL NO. OF EMPLOYEES	NO. OF EMPLOYEES PAID BY DIRECT DEPOSIT	NO. OF EMPLOYEES PAID BY CHEQUE	NO. OF EMPLOYEES PAID BY PAYROLL DEBIT CARD
PAY FREQUENCY		PAY PERIOD END DATE (CUT-OFF DATE)	EMPLOYEE PAY DAY (I.E. THURSDAY)
<input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> SEMI-MONTHLY <input type="checkbox"/> MONTHLY			
REMIT GOVERNMENT SOURCE DEDUCTIONS ON YOUR BEHALF?		BUSINESS NO. (9 DIGITS) FOR TAX REMITTANCES	
<input type="checkbox"/> YES <input type="checkbox"/> NO			
THRESHOLD FOR REMITTING (CHECK ONE)			
<input type="checkbox"/> REGULAR THRESHOLD (15TH OF THE FOLLOWING MONTH) <input type="checkbox"/> ACCELERATED THRESHOLD 1 <input type="checkbox"/> ACCELERATED THRESHOLD 2			
DO YOU HAVE A REDUCED RATE FOR THE COMPANY PORTION OF E.I.?		REDUCED E.I. FACTOR	
<input type="checkbox"/> YES <input type="checkbox"/> NO		RP _____	
REMIT ONTARIO EMPLOYER HEALTH TAX (EHT) ON YOUR BEHALF?		ONTARIO EHT NO.	
<input type="checkbox"/> YES <input type="checkbox"/> NO		TE _____	
ONTARIO EHT EXEMPTION AMOUNT (I.E. \$400,000)		ONTARIO EHT RATE (I.E. 1.950)	
REMIT WCB ON YOUR BEHALF?		WCB REMITTANCE THRESHOLD	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER (SPECIFY) _____	
WCB ACCOUNT NUMBER	FIRST WCB RATE GROUP AND RATE	SECOND WCB RATE GROUP AND RATE	IF MORE THAN TWO RATES, GIVE DETAILS UPON SET-UP
PROVINCE OF QUÉBEC REMITTANCES?	IDENTIFICATION NO. (10 DIGITS) FOR PROVINCE OF QUÉBEC REMITTANCES	QUÉBEC HEALTH SERVICES FUND (QHSF) RATE (I.E. 1.950)	
<input type="checkbox"/> YES <input type="checkbox"/> NO			
THRESHOLD FOR REMITTING (CHECK ONE)			
<input type="checkbox"/> REGULAR THRESHOLD (15TH OF THE FOLLOWING MONTH) <input type="checkbox"/> ACCELERATED THRESHOLD 1 <input type="checkbox"/> ACCELERATED THRESHOLD 2			
DO YOU HAVE A TIME COLLECTION SYSTEM THAT YOU WILL WANT TO INTEGRATE WITH OUR SERVICE?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
DO YOU HAVE A SIMPLY ACCOUNTING INTERFACE THAT YOU WILL WANT TO INTEGRATE WITH OUR SERVICE?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			

EARNING TYPES

- REGULAR
- OVERTIME (RATE: 1.5)
- OVERTIME (RATE 0.5)
- DOUBLE OVERTIME (RATE 2.0)
- STATUTORY HOLIDAY
- MISCELLANEOUS
- VACATION
- COMMISSION
- BONUS
- PROFIT SHARING
- INCENTIVE
- SHIFT PREMIUM RATE: _____
- RETROACTIVE
- LIEU OF NOTICE
- VACATION LUMP
- STATUTORY HOLIDAY (RATE 1.5)
- BEREAVEMENT

TAXABLE BENEFITS

- HOUSING, BOARD AND LODGING
- TRAVEL IN A PRESCRIBED ZONE
- PERSONAL USE OF EMPLOYER'S AUTOMOBILE
- INTEREST FREE AND LOW-INTEREST LOAN
- STOCK OPTION BENEFITS
- LIFE
- COMPANY RRSP
- OTHER

VACATION EARNINGS

- PAID-OUT ON EACH PAY CYCLE
- ACCRUED AND PAID WHEN TAKEN
- ACCRUED AND PAID WITH SEPARATE RUN

DEDUCTION TYPES

- GROUP INSURANCE
- EXPENSES
- PURCHASE
- ADVANCE
- MISCELLANEOUS
- SOCIAL
- CANADA SAVINGS BONDS
- CHARITY
- GARNISHEE OF GROSS
- GARNISHEE OF NET
- FAMILY SUPPORT
- FAMILY SUPPORT ARREARS
- UNION
- R.R.S.P.
- PENSION



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PAYROLL APPLICATION FORM (PLEASE PRINT)

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PAYROLL DETAILS continued - SECONDARY PAYROLL INFORMATION

AS PART OF OUR SERVICE, WE WILL SUPPLY YOU WITH A GENERAL LEDGER REPORT. WILL YOU NEED THE COMPANY EXPENSE (CPP, EI) ALLOCATED BY DEPARTMENT?

YES NO

DO YOU HAVE PROVINCE OF QUEBEC EMPLOYEES THAT NEED TO HAVE QUEBEC TAX CALCULATED?

YES NO

IF YES, PLEASE PROVIDE DETAILS

DO YOU HAVE ANY SPECIAL EMPLOYEE DEDUCTIONS (I.E. RRSP, PENSION, UNION DUES, ADVANCES, CHARITIES, ETC.?)

YES NO

DO YOU HAVE DEDUCTIONS THAT MIGHT BE THE SAME AMOUNT FOR ALL EMPLOYEES (I.E. SOCIAL FUND)?

YES NO

IF YES, PLEASE PROVIDE DETAILS

DO YOU HAVE PENSION ADJUSTMENTS TO PRINT IN BOX 52 OF THE T4'S?

YES NO

IF YES, PLEASE DESCRIBE CALCULATION

IF YES, PLEASE SUPPLY RPP NUMBER TO PRINT IN BOX 50 OF THE T4'S

DO YOU HAVE COMMISSION EARNINGS TO PRINT IN BOX 42 OF THE T4'S?

YES NO

DO YOU HAVE CHARITABLE DONATIONS TO PRINT IN BOX 46 OF THE T4'S?

YES NO

DO YOU HAVE UNION DUES TO PRINT IN BOX 44 OF THE T4'S?

YES NO

DO YOU HAVE YTD INFORMATION FOR YOUR EMPLOYEES?

YES NO

If so, this is something that PAYweb will need to input and it is all part of our service. Please fax a Year To Date (YTD) report with the following information for each employee. YTD report must include final totals for balancing the input. Please include the YTD for employees terminated in the current year.

Total gross earnings by earning type (i.e.: Regular, overtime, etc.) Include both total hours and earnings.

Total Deductions type (i.e.: Tax, CPP, EI, etc.)

Total taxable benefits by benefit type (i.e.: Life Insurance, etc.)

Vacation pay accrual, vacation paid and net owing. This is not required if not accruing vacation.

Total Year To Date Net Pay by employee.

REQUESTED PAYROLL FUNDING MECHANISM

Push: Applicant's payroll is funded by wire transfer or via online/telephone banking (select NEBS Payroll Service Limited as a Bill Payee).

Pull (Stand-alone): Applicant's payroll is funded by a Pre-Authorized Debit to the Applicant's business bank account (additional fees may apply to this funding choice).

Pull with Letter of Credit: Applicant's payroll is funded by a Pre-Authorized Debit to the Applicant's business bank account, but said Pre-Authorized Debit is supported by a Standby Letter of Credit from the Applicant's bank, at the client's expense.

By signing below, the Applicant warrants that all of the information provided above in the "Applicant Information" and "Payroll Details" sections is accurate and complete, and hereby authorizes NEBS to proceed with the Application review process. The Applicant understands, acknowledges, and agrees that NEBS is not contractually bound to provide any service until a Client Service Agreement is duly executed by both parties. Additionally, the Applicant warrants that the person(s) signing below are authorized to do so.

At the express request of the parties, this agreement and all future related documents and communications will be in the English language. À la demande expresse des parties, cette entente et tous documents et communications futures afférents seront en langue anglaise.

Executed by: _____ *Applicant's Business Name*

Authorized Signature #1: _____

Print Name: _____ **Title:** _____ **Date:** _____

Authorized Signature #2: _____

Print Name: _____ **Title:** _____ **Date:** _____



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PAYROLL APPLICATION FORM (PLEASE PRINT)

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PRE-AUTHORIZED DEBIT AGREEMENT (TO BE COMPLETED FOR ALL APPLICATIONS - PUSH & PULL)

_____ (hereinafter referred to as the "Applicant") hereby requests Nebs Payroll Service Limited (hereinafter referred to as "NEBS") to initiate Pre-Authorized Debits against the Applicant's bank account as the following means of transferring the Applicant's gross payroll (including remittances and fees) to NEBS:

Check One: Primary Funding Method Back-up Funding Method

If "Back-Up" is checked above, the Applicant and NEBS agree that Pre-Authorized Debits will only be utilized in situations where the Applicant specifically requests NEBS to do so given the Applicant's unavailability to perform their routine Push of funds. In such cases, NEBS, at their own discretion and on a best efforts and one-off basis, will endeavour to facilitate the transfer of funds on the Applicant's behalf by way of a Pre-Authorized Debit to the Applicant's account. Any failure or inability of NEBS to facilitate a transfer of funds by way of this "Back-Up" mechanism will not in any way alleviate the Applicant's obligation to pre-fund their payroll by the agreed upon pre-funding deadlines (as amended from time to time), nor will it affect the rights and remedies of NEBS with respect to non-funding, late finding, or other funding issues, as specified in the Service Agreement to be signed by the parties. For greater certainty, NEBS agrees to only take said "Back-Up" instruction from those purporting to be a) one of the parties signing this Pre-Authorized Debit Agreement on behalf of the Applicant, or b) one of the following additional authorized representatives of the Applicant (strikethrough any lines below that are not being used --- **do not complete this section if "Primary" was checked above**):

1. _____			
AUTHORIZED BACK-UP PROCESS REQUESTOR'S NAME	SIGNATURE	TITLE	PHONE #
2. _____			
AUTHORIZED BACK-UP PROCESS REQUESTOR'S NAME	SIGNATURE	TITLE	PHONE #
3. _____			
AUTHORIZED BACK-UP PROCESS REQUESTOR'S NAME	SIGNATURE	TITLE	PHONE #

By virtue of this Pre-Authorized Debit Agreement, the Applicant hereby authorizes NEBS to initiate said Pre-Authorized Debits against the Applicant's bank account for the purposes indicated above. Furthermore, the Applicant acknowledges its understanding and agreement to the following terms, conditions, and provisions:

- All Pre-Authorized Debits initiated by NEBS for processing against the Applicant's bank account will be considered Business Pre-Authorized Debits.
- The Applicant acknowledges that its payroll data submission combined with NEBS's service fee schedule (as amended from time to time), together with a duly authorized email or fax request in the event of "Back-Up" funding occurrences, will be the information sources and impetus for each Pre-Authorized Debit. As such, the Client agrees that:
 - the frequency and amount of the Pre-Authorized Debits will vary, as determined by the frequency and the total dollar value of the Applicant's payroll submissions and NEBS's fee schedules, as amended from time to time.
 - the Pre-Authorized Debits will occur in advance of the Applicant's actual pay date based on pre-funding requirements determined solely by NEBS, as amended from time to time. The pre-funding requirement, or any subsequent amendment thereto shall have no effect on the validity, or enforceability of this Pre-Authorized Debit Agreement, nor on any authorization given hereunder.
 - all requirements for pre-notification of any Pre-Authorized Debits initiated by NEBS under this agreement are hereby waived by the Applicant.
- The Applicant understands and acknowledges that Pre-Authorized Debits require the collection, verification, storage, transmission, and dissemination of its banking information, and as such, the Applicant hereby consents and authorizes NEBS to carry out said activities, solely for the purposes of supporting and facilitating Pre-Authorized Debits.



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PRE-AUTHORIZED DEBIT AGREEMENT (TO BE COMPLETED FOR ALL APPLICATIONS - PUSH & PULL)

4. This Pre-Authorized Debit Agreement may be cancelled or revoked at any time by the Applicant. The Applicant shall send any such cancellation notice by registered mail to Nebs Payroll Service Limited, 420 Sheldon Drive, Unit 102, Cambridge, ON, N1T 2H9, Attention "General Manager re Pre-Authorized Debit Cancellation".
5. The Applicant acknowledges and agrees that the effective date of any such cancellation or revocation (hereinafter referred to as the "Cancellation Date") shall be the later of:
 - a) the date of receipt by NEBS of the Applicant's written notice provided it was sent by registered mail, or
 - b) the value date of any cheques, remittances, or electronic payments issued by NEBS on the Applicant's behalf prior to receipt of the Applicant's written cancellation notice by registered mail.
6. The Applicant may dispute a Pre-Authorized Debit initiated by NEBS, provided:
 - a) the Pre-Authorized Debit was not drawn in accordance with this Pre-Authorized Debit Agreement, or
 - b) this Pre-Authorized Debit Agreement was cancelled or revoked by the Applicant in accordance with the terms and conditions stated herein and the Cancellation Date was before the value date of the disputed Pre-Authorized Debit.

In order for any such dispute to be considered for reimbursement, the Applicant must complete and sign a Declaration Form at their Financial Institution no later than 10 calendar days after the disputed Pre-Authorized Debit was posted to the Applicant's bank account.

7. The Applicant acknowledges and agrees that any disputes not in accordance with the provisions and time limitations of paragraph 6 above, are matters to be resolved solely and directly between the Applicant and NEBS.
8. Delivery of this Pre-Authorized Debit Agreement by the Applicant to NEBS constitutes delivery by the Applicant to their Financial Institution. The Applicant understands and agrees that their Financial Institution is not required to verify that any Pre-Authorized Debits drawn by NEBS are in accordance with this Pre-Authorized Debit Agreement.
9. All Pre-Authorized Debits initiated by NEBS under this Pre-Authorized Debit Agreement are subject to the rules of the Canadian Payments Association.
10. This Pre-Authorized Debit Agreement will be interpreted under the laws of Ontario. In the event that any term, condition, or provision of this Pre-Authorized Debit Agreement is determined to be invalid or unenforceable, said term, condition, or provision will be severed from this Pre-Authorized Debit Agreement with no effect on the validity or enforceability of the remaining terms, conditions, and provisions of this Pre-Authorized Debit Agreement or any other contract or agreement between the Applicant and NEBS.

The Applicant hereby authorizes NEBS to initiate Pre-Authorized debits in accordance with all of the terms, conditions, and provisions of this Pre-Authorized Debit Agreement, against the business bank account noted in the attached Schedule A. The Applicant and NEBS acknowledge and agree that any cancellation or revocation of this Pre-Authorized Debit Agreement or future revision to Schedule A does not terminate nor alter any contractual nor financial obligations between the Applicant and NEBS. Furthermore, the Applicant and NEBS acknowledge and agree that any funding or performance defaults that may occur under this Pre-Authorized Debit Agreement will be additionally covered by related provisions of a Client Service Agreement between the two parties.

The Applicant undertakes to inform NEBS of any changes to its banking information on a timely basis so as to not interfere with the processing of any Pre-Authorized Debit. Should any banking changes occur, the Client will execute and forward to NEBS via registered mail, a revised Schedule A together with a new cheque marked "Void". Such change will be effective once received and processed by NEBS. All terms and conditions of this Pre-Authorized Debit Agreement are transferable and shall remain applicable to any revisions to the Applicant's banking information.



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PRE-AUTHORIZED DEBIT AGREEMENT (TO BE COMPLETED FOR ALL APPLICATIONS - PUSH & PULL)

By signing below, the Applicant warrants, acknowledges, and guarantees:

- a) that the information provided within this Pre-Authorized Debit Agreement is accurate and complete.***
- b) its understanding, agreement, and consent to all of the terms, conditions, and provisions contained within this Pre-Authorized Debit Agreement.***
- c) its understanding and agreement that NEBS is not contractually bound to provide any service until a Client Service Agreement is duly executed by both parties.***
- d) that person(s) whose signature(s) are required to sign on the above-noted bank account, have signed below.***

Executed by: _____ *Applicant's Business Name*

Authorized Signature #1: _____

Print Name: _____ **Title:** _____ **Date:** _____

Authorized Signature #2: _____

Print Name: _____ **Title:** _____ **Date:** _____



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SCHEDULE A - BANKING INFORMATION AND AUTHORIZATION (TO BE COMPLETED FOR ALL APPLICATIONS - PUSH & PULL)

The following banking information constitutes "Schedule A" of a Pre-Authorized Debit Agreement executed by the Applicant and provided to Nebs Payroll Service Limited (hereinafter referred to as "NEBS").

The Applicant hereby authorizes NEBS to initiate Pre-Authorized Debits against the below-noted business bank account for the sole purpose of facilitating the activities authorized in the Pre-Authorized Debit Agreement between the parties.

Additionally, the Applicant hereby authorizes NEBS to contact the Applicant's bank for purposes of verifying the below-noted banking information and for purposes of requesting bank credit checks on the Applicant, as deemed necessary by NEBS from time to time. Furthermore, the Applicant hereby authorizes their bank to release the necessary information to NEBS to facilitate the aforementioned authorized activities.

Legal Name of Bank Account _____

Financial Institution (FI) Name _____

FI Address (line 1) _____

FI Address (line 2) _____

FI Contact Name _____

FI Contact Phone & Fax Number Phone # _____ Fax # _____

Account Information FI # _____ Transit # _____ Account # _____
(3 digits) (5 digits)

In support of the above noted banking information, the Applicant attaches hereto a cheque marked "Void".

By signing below, the Applicant warrants, acknowledges, and guarantees:

- a) that the information provided herein is accurate and complete.***
- b) its understanding and agreement that should their banking information ever change, they will forward a revised and duly executed Schedule A (together with a new cheque marked "Void") in a timely manner to NEBS by registered mail, so as to not interfere with nor interrupt the processing of any Pre-Authorized Debit.***
- c) its understanding, agreement, consent, and authorization for the information contained herein to be used for the purposes noted above.***
- d) its understanding and agreement that NEBS is not contractually bound to provide any service until a Client Service Agreement is duly executed by both parties.***
- e) that person(s) whose signature(s) are required to sign on the above-noted bank account, have signed below.***

Executed by: _____ Applicant's Business Name

Authorized Signature #1: _____

Print Name: _____ **Title:** _____ **Date:** _____

Authorized Signature #2: _____

Print Name: _____ **Title:** _____ **Date:** _____



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TRADE REFERENCE INFORMATION (TO BE COMPLETED FOR ALL APPLICATIONS - PUSH & PULL)

Please note - The following specific trade references are NOT permitted due to confidentiality and privacy regulations. They include lawyers, accountants and insurance companies.

TRADE REFERENCE #1

Business Name _____
Contact Name _____
Phone Number _____ Fax Number _____

TRADE REFERENCE #2

Business Name _____
Contact Name _____
Phone Number _____ Fax Number _____

TRADE REFERENCE #3

Business Name _____
Contact Name _____
Phone Number _____ Fax Number _____

By signing below, the Applicant hereby authorizes NEBS to contact each of the above-noted trade references to facilitate reference and credit checks. Furthermore, by signing below, the Applicant hereby authorizes each trade reference to release the necessary information to NEBS to facilitate the aforementioned authorized activities. The Applicant understands, acknowledges, and agrees that NEBS is not contractually bound to provide any service until a Client Service Agreement is duly executed by both parties. Additionally, the Applicant warrants that the person(s) signing below are authorized to do so.

Executed by: _____ *Applicant's Business Name*

Authorized Signature #1: _____

Print Name: _____ **Title:** _____ **Date:** _____

Authorized Signature #2: _____

Print Name: _____ **Title:** _____ **Date:** _____



PAYweb Client Service Agreement

NEBS Payroll Service Limited (hereinafter referred to as NEBS) in agreement with _____ (hereinafter referred to as the Client) has committed to supply the Payroll Outsourcing Service as outlined below.

Term of the Agreement

NEBS and the Client agree that this Service Agreement shall take effect on the date it becomes fully executed by the parties and shall remain in effect for one (1) year following the effective date. After the initial term, the Service Agreement shall renew automatically for successive one (1) year terms unless NEBS or Client provides to the other written notice of cancellation, such notice to be provided at least sixty (60) days in advance of the termination date. Notwithstanding the foregoing, NEBS or Client may cancel this Service Agreement at any time in the event the other party commits a material breach of the Service Agreement. In the event either party claims the other has committed such a material breach, the party so claiming shall give written notice to the other party and that party shall then have thirty (30) days to respond and, if applicable, to remedy the breach.

Processing

The Client is responsible for

- a) scheduling of the payroll process in order to meet the timing needs of the banking system and the pay date for the employees.
- b) input of Employee profile information and Employee hours/pay information with required balancing totals
- c) Process the payroll
- d) Printing reports

Support

- NEBS' office hours are 7:00 a.m. to 7:00 p.m. Monday to Friday Eastern Time for phone or e-mail support service.
- The payroll system will be available 4:00 AM to midnight Eastern Time daily unless there is a need for down time due to system upgrades, etc. normally scheduled outside regular office hours.

Reports

- All reports and documents are printed at the client site.

Remittances

- NEBS will remit on behalf of the Client, federal, provincial and territorial government source deductions including income tax, CPP, EI, and Ontario EHT as well as WCB (WSIB in Ontario) and charge the Client based on rates provided separately, and as amended from time to time.
- NEBS will pay remittances on or before their due date based on the information received from the Client.
- The Client is responsible for providing NEBS with the threshold for remitting government source deductions.

Payroll Settlement – Funds Transfer

- NEBS will process and electronically transfer the employee net pay to the employees' bank account on the payroll due date (pay date).
 - The Client agrees to pre-fund its total payroll in Canadian currency (net pay, fees and remittances) via a "push" of funds to NEBS' bank account, such that said funds are physically credited to NEBS' bank account by noon Eastern Time one day prior to the pay date. This "push" can be facilitated by way of a wire payment, or by way of a bill payment through the Client's financial institution (subject to availability). It is the Client's sole responsibility to ensure that it meets its respective Financial Institution's cut-off times to ensure that its funds are physically credited to NEBS' bank account by the above-noted pre-funding deadline.
-



- If the Client is unable to “push” funds under either method noted above, NEBS may agree to “pull” the total funds (net pay, fees and remittances) from the Client’s business bank account via a Pre-Authorized Debit (Business PAD), provided:
 - a) The Client signs a Pre-Authorized Debit Agreement with NEBS prior to commencement of its first payroll, indicating its understanding and agreement to all terms and conditions contained therein.
 - b) The Client agrees to the pre-funding requirements as determined by NEBS, based on the Client’s banking institution, credit assessment, and other applicable factors.
 - c) The Client agrees that NEBS retains the right, at its sole discretion, to refuse or rescind the “pull” funding mechanism at any time.
 - d) The Client agrees that any such refusal or rescinding of the “pull” mechanism will not affect the validity or enforceability of any portion of this Service Contract, or any other agreement between the parties.
- The Client agrees that regardless of which funding mechanism is chosen (“push” or “pull”), NEBS retains the right, at its sole discretion, to suspend/recall any or all outgoing payments associated with the Client’s payroll, as the result of issues or concerns surrounding pre-funding by the Client. Such pre-funding issues or concerns include, but are not limited to:
 - a) missed pre-funding deadlines
 - b) inadequate pre-funded amount
 - c) banking notices or information indicating that pre-funding was prohibited, rejected or recalled due to non-sufficient funds (NSF), stop payment, account closed/frozen, funds recalled, etc.
- In the event that NEBS processes any or all of the Client’s payroll (based on instructions received from the Client, or purportedly received from the Client) and subsequently determines that the Client did not fulfil its prefunding obligations in their entirety, the Client agrees to immediately remedy the situation to the satisfaction of NEBS. Furthermore, the Client agrees that until such remedy is made:
 - a) The total amount of the pre-funding deficiency, related interest, penalties, and fees remains immediately payable and due from the Client, its successors, or assigns.
 - b) NEBS will be afforded no less than Preferred Creditor status with respect to the total amount of the prefunding deficiency, related interest, penalties, and fees due from the Client, its successors, or assigns.
 - c) NEBS will be under no obligation to process future payrolls on behalf of the Client, its successors or assigns.
- NEBS will supply a “summary report” of all funds transmitted including employee net pays, remittances and fees along with an “Invoice” showing the fees breakdown. PAYweb customers have access to this report online as soon as the payroll is closed.
- NEBS is authorized to deal with your bank/financial institution on any banking issues related to the Payroll Settlement and Funds Transfer, including but not limited to “rejects”, “recalls”, “stop payments”, etc.

Rates and Services

- NEBS’ fees for service are communicated separately.
- Set up fees will be invoiced upon the completion of the payroll installation.
- NEBS supplies custom programming at the hourly rate in effect at the time the quotation is prepared. Requests for this service by the Client will be quoted in writing by NEBS and is to be approved by the Client.
- NEBS and the Client agree to the above terms and conditions for the period of one (1) year.
- After the first year, cancellation of this agreement by either party requires a 60 day notice in writing.
- The parties agree that NEBS may annually review and modify the rates then in effect. This annual review takes place in January. NEBS will provide 60 days written notice prior to a price change.

Indemnity

The Client hereby agrees to indemnify, hold harmless and defend NEBS and each person or entity that is a shareholder, officer, director, partner, employee, affiliate or agent of NEBS from and against all losses, claims, actions, damages, liabilities, whether joint or several, costs and expenses (including bank and service charges and



reasonable legal fees and expenses), judgements, fines and other amounts paid in settlement, incurred or suffered by any such person arising out of or in connection with:

- a) the unavailability of all or any part of the total net payroll to NEBS as at the payroll due date, or
- b) any action taken or permitted to be taken by NEBS in good faith and with reasonable care and without wilful or wanton misconduct on NEBS' part, in accordance with the terms of this Service Agreement or in reliance on instructions or orders received from Client as to anything arising in connection with NEBS' performance of its obligations under this Service Agreement;

This Indemnity is absolute and unconditional and the obligations of the Client shall not be released, discharged, mitigated, impaired or affected by:

- a) any extension of time, indulgences or modifications which NEBS extends or makes in respect of the performance of any of the obligations under this Indemnity;
- b) any waiver by or failure of NEBS to enforce any of the terms, covenants and conditions contained in the Indemnity;
- c) any assignment of the Indemnity;
- d) any consent which NEBS gives to any such assignment;
- e) any amendment to the Indemnity or any waiver by NEBS or by the Client; or
- f) Any error or omission on the Client's part on the part of the Client's Financial Institution.

Privacy Policy

We at NEBS are committed to protecting the privacy, confidentiality, accuracy and security of the personal information we collect, use, retain and disclose in the course of conducting business. On an ongoing basis, NEBS maintains strict compliance with all relevant Canadian privacy legislation. NEBS will not share Client information outside NEBS (with the exception of parent and subsidiary companies) for any purpose without prior notice to and consent of the Client.

Dispute Resolution

NEBS and Client agree that any disputes arising under this Service Agreement that cannot be worked out by and between the parties shall be submitted for resolution to a court of competent jurisdiction in or nearest to Cambridge, Ontario.

By signing below, the Client agrees to the terms and conditions as laid out in the Client Service Agreement.

Executed and Agree to by: _____

Client Name

Print Name	Authorized Signature	Title	Date
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Accepted by NEBS

Print Name	Authorized Signature	Title	Date
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Subject: NEBS PAYweb.ca Record of Employment Service

Dear Client:

If you would like to use NEBS' ROE processing service then we do require the following from you: **"Annex A"** completed and returned by courier or mail to:

NEBS Payroll Service Limited
420 Sheldon Drive, Unit 102
Cambridge, Ontario
N1T 2H9

Please note that faxed copies are not accepted by Service Canada. Also, this form must be signed by someone of authority (i.e. President, Owner, Director, Manager, Accountant, Bookkeeper, Payroll Administrator). This is the government form authorizing NEBS Payroll Service to process ROEs on your behalf. Without completing this form, NEBS cannot process your ROEs.

Once the original completed "Annex A" form is received by NEBS, it is signed by an authorized NEBS representative and the original is sent to Service Canada. Service Canada in turn will process the form within 72 hours authorizing NEBS Payroll Service Limited to process ROEs on your behalf using the ROEWEB product.

What can you expect from NEBS Payroll Service?

NEBS will provide you with the employer and employee copies of the Record of Employment. We will also send the government or Human Resources and Skills Development Canada (HRSDC) their copy of the ROE. The ROEs processed will only report the insurable hours and earnings of payrolls processed with NEBS Payroll Service.

It is recommended that you either:

- a) complete an ROE for each employee up to and including the last pay with your previous payroll system or provider and indicate reason code = K and "Change in payroll provider" in the comments section on the ROE; or,
- b) complete the ROE yourself until you have processed with NEBS for at least one year.



Annex A

Letter of Agreement between Client Employer and Payroll Processor

1. _____ hereby authorizes _____, as a payroll Payroll Processor, to act on its behalf to submit Records of Employment in compliance with section 19 of the *Employment Insurance Regulations* by using the ROE Web program, a secure Internet-based application, developed by the Employment Insurance Commission of Canada, (the "Commission") which permits employers to submit and access Records of Employment using the Government of Canada's Government On Line Public Key Infrastructure (GOL PKI) technology. The use of the ROE Web program will be done in accordance with the Agreement between the Payroll Processor and the Commission.
2. The parties agree that the Payroll Processor will submit Records of Employment to the Commission on behalf of the Client Employer, in order that the Client Employer meet its obligations under the *Employment Insurance Act and Regulations*, as follows:
 - a. the Client Employer will be responsible for the integrity and accuracy of the data provided to the Payroll Processor for the purpose of submitting the ROEs on its behalf and will retain a copy of the data sent to the Payroll Processor, which is used to prepare the ROEs;
 - b. the Client Employer may access ROEs that the Payroll Processor has submitted on their behalf or ROEs it is entitled to access pursuant to the terms of the agreement. Access to or use of ROEs not expressly authorized by this agreement may constitute an offence under the provisions of the *HRSD Act*.
 - c. the Payroll Processor will obtain the concurrence of the Client Employer for any amendments it makes to the data provided by the Client Employer;
 - d. the Client Employer and Payroll Processor shall retain the final payroll information in support of the ROE issued;
 - e. upon submission of the ROE to the Commission, the Payroll Processor will provide a copy of the submitted ROE to the Client Employer for final verification. The Client Employer shall report any discrepancies or inaccuracies in the ROE immediately to the Payroll Processor for appropriate action;
 - f. the Client Employer undertakes to provide its employees with one copy of the same ROEs submitted in respect to their disruption in earnings and will retain one copy for its own records in accordance with and in fulfillment of its obligations in section 19 of the *Employment Insurance Regulations*.
3. The Client Employer will take full responsibility for the data contained in the ROEs issued by the Payroll Processor provided that the Payroll Processor utilized the Client Employer data therein. The Client Employer is deemed to have signed and issued the ROEs upon the Payroll Processor digitally signing the transmission to the Commission.
4. The Client Employer provides its consent that the Payroll Processor may provide to the Commission and the Commission may collect and use identifying information, being the name of the Client Employer and its province of operation, and if required, its Business Number, issued by the Canada Revenue Agency, for the purposes of communicating securely with the Commission and identifying any ROE submitted by the Payroll Processor on behalf of the Client Employer using the ROE Web Program.
5. The Client Employer and the Payroll Processor agree that the Commission may have a signed copy of this Letter of Agreement and a signed copy of their service agreement upon reasonable notice.
6. The Payroll Processor will provide the Client Employer with a copy of the Agreement between the Payroll Processor and the Commission which sets out the terms and conditions according to which the Payroll Processor may use the ROE Web Program for submitting ROE on line to the Commission on behalf of the Client Employer.
7. The Letter of Agreement, the Agreement between the Payroll Processor and the Commission, and the Service Agreement between the Payroll Processor and the Client Employer are "records" within the meaning of the *Employment Insurance Act* and the Client Employer must retain copies of those "records" in compliance with the Act.



Client Employer Information

Number of Employees: _____ **Company Name:** _____

Contact Name: _____

Email: _____

Tel. Number: () _____ **Fax Number:** () _____

Address Line 1: _____
(to appear on the ROE)

Address Line 2 : _____

City : _____ **Postal/Zip Code:** _____

Province/State : _____

Client Employer CRA Business Number(s)

No. of Employees	CRA	RP	No. of Employees	CRA	RP

Payroll Processor Information

Company Name: **NEBS Payroll Services Limited**

CRA BN: **895 208 205**

Contact Name: **Dean Walters**

Tel. Number: (**519**) **621-3570** **Fax Number:** (**519**) **623-8130**

Signature Information

For Client Employer

Name (please print)

Signature

Title

Date

For Payroll Processor

DEAN WALTERS

Name (please print)

Signature

Customer Care Manager

Title

Date
