



Payroll Start-Up Checklist

COMPANY NAME:

COMPLETE THE ATTACHED REGISTRATION DOCUMENTS CONSISTING OF:

NEBS PAYweb.ca Application Form (6 pages).

NEBS PAYweb.ca Client Service Agreement (2 pages).

Please provide:

Copy of a VOID cheque of the Business Bank Account that will be funding this payroll.

Documentation verifying CRA 9-digit Federal Payroll Number and Threshold such as (PD7A) or acknowledgement form in lieu of.

Copy of Ministère du Revenu du Québec (MRQ) TP2-1015.R.14.1-V.

Copy of current Workers Compensation Account(s). This can be an invoice or premium remittance form.

Copy of current Employer Health Tax (EHT) Statement.

Copy of La Commission de la Santé et de la Sécurité du Travail du Québec (CSST) Statement.

We will review and process your application. In the meantime, please watch for your Welcome Letter from your Onboarding Specialist. You will receive a call from your Onboarding Specialist to assist you in the onboarding process. They will review and verify with you all the details of your application form and confirm your first payroll run date. If you have not provided us with year-to-date information for employees at this time, please email or courier this now to avoid any delays. Our team will enter the year-to-date information for each employee into your NEBS PAYweb.ca account.

Pricing: Base Run \$

Per Employee \$

One Time Set-up Fee \$



Your Sales Representative

Please check service:

PAYweb Hybrid Premiere

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

PAYROLL APPLICATION FORM

LEGAL COMPANY NAME _____ OPERATING AS _____

ADDRESS _____ PROVINCE OF HEAD OFFICE _____

CITY _____ PROVINCE _____ POSTAL CODE _____ PHONE NUMBER _____ FAX NUMBER _____

EXECUTIVE CONTACT NAME _____ EMAIL _____ T4 Contact _____

PAYROLL CONTACT NAME _____ EMAIL _____ T4 Contact _____

ADDITIONAL CONTACT NAME _____ EMAIL _____ T4 Contact _____

REMIT GOVERNMENT SOURCE DEDUCTIONS ON YOUR BEHALF? YES NO BUSINESS NO. (9 DIGITS) FOR TAX REMITTANCES _____

THRESHOLD FOR REMITTING: REGULAR THRESHOLD (15TH OF THE FOLLOWING MONTH) ACCELERATED THRESHOLD 1 ACCELERATED THRESHOLD 2 _____

DO YOU HAVE A REDUCED RATE FOR THE COMPANY PORTION OF E.I.? YES NO REDUCED E.I. FACTOR RP _____

REMIT ONTARIO EMPLOYER HEALTH TAX (EHT) ON YOUR BEHALF? YES NO ONTARIO EHT NO. _____

ONTARIO EHT EXEMPTION AMOUNT (I.E., \$450,000) YES NO ONTARIO EHT RATE (I.E., 1.950) _____

ARE THERE ASSOCIATED COMPANIES THAT SHARE THE EXEMPTION? YES NO _____

REMIT WCB ON YOUR BEHALF? YES NO WCB REMITTANCE THRESHOLD MONTHLY QUARTERLY OTHER (SPECIFY) _____

WCB ACCOUNT NUMBER FIRST WCB RATE GROUP AND RATE SECOND WCB RATE GROUP AND RATE IF MORE THAN TWO RATES, PROVIDE DETAILS UPON SET-UP _____

YES NO _____ RS _____

PROVINCE OF QUÉBEC REMITTANCES? IDENTIFICATION NO. (10 DIGITS) FOR PROVINCE OF QUÉBEC REMITTANCES QUÉBEC HEALTH SERVICES FUND (QHSF) RATE (I.E., 2.70 - 4.27) _____

MONTHLY THRESHOLD (15TH OF THE FOLLOWING MONTH) TWICE-MONTHLY WEEKLY QUARTERLY _____

THRESHOLD FOR REMITTING (CHECK ONE)

PLEASE PROVIDE YOUR CSST RATE _____

DO YOU HAVE A TIME COLLECTION SYSTEM THAT YOU WILL WANT TO INTEGRATE WITH OUR SERVICE?
IF SO, WHAT IS THE NAME OF THE SOFTWARE OR TIME AND ATTENDANCE PROVIDER? YES NO _____

DO YOU HAVE A SIMPLY ACCOUNTING INTERFACE THAT YOU WILL WANT TO INTEGRATE WITH OUR SERVICE? YES NO _____

NOTES: _____

PAYROLL FREQUENCY

Weekly BiWeekly Semi-Monthly Monthly

Pay End Date Go Live Date Cheque Date Gross Pay Per Cycle \$

EARNING TYPES

REGULAR
OVERTIME (RATE: 1.5)
OVERTIME (RATE 0.5)
DOUBLE OVERTIME (RATE 2.0)
STATUTORY HOLIDAY
PAY ADJ
VACATION
COMMISSION
BONUS
CAR ALLOWANCE
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 LOANS
STOCK OPTION BENEFITS
LIFE INSURANCE
COMPANY R.R.S.P.
OTHER

VACATION EARNINGS

PAID OUT ON EACH PAY CYCLE
ACCRUED AND PAID OUT WHEN TAKEN
ACCRUED AND PAID OUT 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

IS NEBS COMPLETING THE ROE'S FOR YOU? Yes No

DO YOU NEED THE COMPANY EXPENSE (CPP, EI) ALLOCATED BY DEPARTMENT ON YOUR NEXT GL REPORT? Yes No

DO YOU HAVE ANY SPECIAL EMPLOYEE DEDUCTIONS (i.e., R.R.S.P., 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 T4s? Yes No

IF YES, PLEASE PROVIDE DETAILS IN THE COMMENT AREA BELOW

IF YES, PLEASE SUPPLY RPP NUMBER TO PRINT IN BOX 50 OF THE T4s

DO YOU HAVE COMMISSION EARNINGS TO PRINT IN BOX 42 OF THE T4s? Yes No

DO YOU HAVE CHARITABLE DONATIONS TO PRINT IN BOX 46 OF THE T4s? Yes No

DO YOU HAVE UNION DUES TO PRINT IN BOX 44 OF THE T4s? PLEASE PROVIDE UNION CONTRACT OR EXAMPLE CALCULATION BELOW Yes No

IS THIS A SEASONAL PAYROLL? Yes No IF YES, PLEASE INDICATE YOUR SEASONAL PERIOD (i.e., MARCH TO AUGUST)

IS THIS A MULTI-PROVINCIAL PAYROLL? Yes No

IF YES, PLEASE INDICATE ALL PROVINCES IN WHICH YOUR COMPANY HAS A PHYSICAL ESTABLISHMENT (OFFICE)

DOES YOUR COMPANY FALL UNDER THE "FEDERALLY" REGULATED BUSINESS AND INDUSTRIES CANADA LABOUR CODE? 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 courier or email 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 information 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 YTD net pay by employee.

REQUEST 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 (Standalone): 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.



Primary Funding Method Back-Up Funding Method

PAYROLL APPLICATION FORM

Only For 'push' Clients

(Customer Name) (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 funding, 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 (strike through any lines below that are not being used —

do not complete this section if "Primary" was checked above):

1.

	Signature	Title	Phone#
Authorized Back-up Process Requestor's Name			

2.

	Signature	Title	Phone#
Authorized Back-up Process Requestor's Name			

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:

1. All Pre-Authorized Debits initiated by NEBS for processing against the Applicant's bank account will be considered Business Pre-Authorized Debits.
2. 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 Applicant agrees that:
 - a) 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.
 - b) 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.
 - c) all requirements for pre-notification of any Pre-Authorized Debits initiated by NEBS under this agreement are hereby waived by the Applicant.
3. 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.
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 Applicant 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.

By signing below, the applicant warrants that all of the information provided above in the "Application Information" and "Payroll Details" sections is accurate and complete, and hereby authorize 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.

All terms and conditions of this Pre-Authorized Debit agreement are transferable and shall remain applicable to any review to the applicant's information.

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:



PAYROLL APPLICATION FORM

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 Numbers Phone #

Fax #

FI Contact Email Address

Account Information: FI #

(3 digits)

Transit #

(5 digits)

Account #

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:

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) processing the payroll;
- d) printing reports.

Support

- NEBS' office hours are 7:00 a.m. to 7:00 p.m. Monday to Friday EST for phone or email support service.
- The payroll system will be available 4:00 AM to midnight EST daily unless there is a need for down time due to system upgrades, etc., that are 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 including supporting documentation. If documentation cannot be provided, NEBS requires Acknowledgement Notice to be signed.

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 EST 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 breakdown of fees. PAYweb customers have access to this report online as soon as the payroll is closed.
- NEBS is authorized to deal with the Client's 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 are 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-day 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 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 or 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 the 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 Agreed to by:

Client Name

Accepted by NEBS

Print Name

Authorized Signature

Title

Date

DEAN WALTERS



Operations Manager

Print Name

Authorized Signature

Title

Date