



**CLIENT ACKNOWLEDGMENT FORM & AGREEMENT:
CARES ACT EMPLOYER SOCIAL SECURITY TAX DEFERRAL**

Client Name	Client Number
Client Representative Name (Printed)	Client Representative Title

BY CHECKING THE BOXES BELOW, YOU ACKNOWLEDGE THE FOLLOWING:

- As part of the CARES Act, the Client is acknowledging their agreement to defer the employer portion of social security taxes:
Date to Begin Deferral:
 - First Payroll Check Date after April 1, 2020; or
 - Enter Different Begin Date here _____ (*cannot be earlier than April 1, 2020*).*Date to End Deferral:*
 - December 31, 2020; or
 - Enter Different End Date here _____ (**must be prior to December 31, 2020**).
- The Client acknowledges that Questco will calculate and defer the qualifying employer portion of social security taxes each payroll period. The social security tax credit will appear as a separate line item on the Client's invoice.
- The amount of the employer social security taxes deferred during the periods requested above will be invoiced to the Client and due to Questco in accordance with the following terms:
 - (a) 50% of the total deferred taxes will be due no later than December 31, 2021
 - (b) the remaining 50% of the total deferred taxes will be due no later than December 31, 2022
 - (c) The amounts due will be added on the Client's last payroll invoice of the year the taxes are due provided that the Client remains under an active Client Service Agreement (CSA) through December 31, 2022. If the client desires to pay the deferred social security taxes earlier than the dates indicated above, a request in writing will need to be sent to your Questco Client Success Manager. Note: Subsequent to the completion of this form, should the Treasury Department issue conflicting requirements for settlement of deferred social security taxes (i.e., require that the payment be remitted directly by the employer), Questco will modify its process accordingly.
- If the Client terminates their CSA prior to the deferred taxes being remitted in full to the IRS, then the obligation to file and remit all payment deferrals outstanding and due to the IRS will be the sole responsibility of the Client. Questco's responsibility will be to provide a report of any social security tax amounts deferred and outstanding at the time the CSA between the Client and Questco is terminated.
- If the Client has applied for a Small Business Administration (SBA) Loan under the Paycheck Protection Program (PPP), and any portion of the PPP loan is forgiven, the Client acknowledges that they will notify Questco immediately of the loan forgiveness in writing. As of the date of the forgiveness of the PPP Loan, the Client will no longer be eligible to defer the employer portion of social security taxes and Questco agrees to stop all social security tax deferrals authorized under this agreement even if it is before the End Date noted above. Any social security taxes deferred prior to the PPP loan forgiveness date will be due and payable according to the schedule outlined above.

I certify that by signing this agreement, I am duly authorized as a representative of the Client named above to sign this agreement. All the facts are true and correct to the best of my knowledge. I have reviewed the guidance provided by the IRS for the above Employer Social Security Tax Deferral under the CARES Act.

Authorized Representative Signature

Date

Please submit this completed form to your Questco Client Success Manager for processing.