ROE Direct Filing Addendum

1. _____ [insert Employer Client name] ("Client") hereby authorizes ADP Canada Co. ("ADP"), to act on its behalf to submit Records of Employment (hereinafter "ROEs") in compliance with section 19 of the *Employment Insurance Regulations* (or any successor thereto) by using the Government of Canada's Public Key Infrastructure ("PKI") technology provided by Public Works and Government Services Canada ("PWGSC") to encrypt and sign ROEs to be submitted to the Canada Employment Insurance Commission (the "Commission") on behalf of its employees.

2. The parties agree that ADP will submit ROEs to the Commission on behalf of the Client, in order that the Client meet its obligations under the *Employment Insurance Act and Regulations*, as follows:

   a. the Client will be responsible for the integrity and accuracy of the data provided to ADP for the purpose of submitting the ROEs on its behalf and will retain a copy of the data sent to ADP, which is used to prepare the ROEs;
   b. Client will be responsible for any amendments it makes to the data provided to ADP;
   c. the Client shall retain the final payroll information in support of the ROEs issued for a period of at least 6 years and ADP shall retain the final payroll information in support of the ROEs issued for a minimum period of at least 2 years;
   d. ADP will provide a copy of the submitted ROEs to the Client. Any discrepancies or inaccuracies in the ROEs must be corrected by Client and resubmitted electronically;
   e. Client recognizes that only complete ROE's will be transmitted to the Commission. All data fields must be completed and must pass system edits to be deemed complete; and
   f. the Client will be responsible for distributing the ROEs to its employees, and will do so in fulfillment of its obligations under the *Employment Insurance Regulations* (and any successor thereto). The Client 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* (or any successor thereto).

3. The Client will take full responsibility for the data contained in the ROEs issued by ADP provided that ADP utilized the Client data therein. The Client is deemed to have signed and issued the ROEs upon ADP digitally signing the transmission to the Commission.

NOTE: The foregoing terms are required by an agreement between ADP and the Commission, and, as such, will not be subject to negotiation or modification by Client.

4. The Client provides its consent that ADP may provide to the Commission and the Commission may collect and use identifying information, being the name of the Client 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 ROEs submitted by ADP on behalf of the Employer Client.

5. The Client and ADP agree that the Commission may obtain a copy of this Addendum and/or other documentation confirming ADP's authorization to file ROEs on behalf of the Client upon reasonable notice, which may be provided by either Client or ADP.

6. Upon request of a Client, ADP will make available to the Client a copy of the Agreement between ADP and the Commission which sets out the terms and conditions according to which ADP may use the PKI technology for submitting ROEs on-line to the Commission on behalf of the Client.

7. This Addendum and the Agreement between ADP and the Commission, are "records" within the meaning of the *Employment Insurance Act.*

8. This Addendum is an Addendum to, and shall be deemed part of and subject to, the standard terms and conditions or other service agreement currently in place between ADP and Client regarding employer services.

"ADP"   "CLIENT"

ADP CANADA CO.   _____
                                        [please type or print full legal name of Client above]

By: _____   By: _____

Name: _____   Company Code(s): _____

Title: _____   Name: _____

Date: _____, 20_____   Title: _____

                                         Date: _____, 20_____

NOTE: The foregoing terms are required by an agreement between ADP and the Commission, and, as such, will not be subject to negotiation or modification by Client.