

EXCELPAY SERVICES AGREEMENT

In accordance with the following terms and conditions, **EXCELPAY BUSINESS SOLUTIONS, LLC** (referred herein as "ExcelPay"), 2625 Cumberland Parkway, Suite 100, Atlanta, GA, 30339 agrees to provide professional services to Client (as listed on the pricing quotation(s) attached hereto) and is binding when executed.

- SERVICE(S) TO BE PERFORMED.** ExcelPay agrees to provide professional payroll and payroll tax services accurately and timely based on timely receipt from Client of accurate information, data, and instruction. In the event ExcelPay shall fail to timely remit a Client payroll tax payment for the proper amount or fails to timely submit a governmental agency payroll tax report, ExcelPay shall be financially responsible any penalties or interest that may arise provided that Client allows ExcelPay a reasonable amount of time to attempt to have the penalties and/or interest abated.
- CLIENT'S RESPONSIBILITY.** Client agrees that funds representing the total amount due for all applicable ExcelPay billings for taxes, payroll (direct deposit and net pay checks), and services fees must be on deposit in Client's designated bank account in collectible form on the day the ExcelPay EFT debit charge is initiated. Client agrees to execute all documentation requested by ExcelPay to perform its responsibilities under this Agreement, and to review all reports and documents produced by ExcelPay to determine their accuracy;
- TERM OF AGREEMENT, CLIENT DEFAULT & TERMINATION.** This Agreement shall begin when executed and shall continue until terminated by Client or by ExcelPay in accordance with the provisions contained in this paragraph. Upon termination of this Agreement, ExcelPay's sole responsibility to Client shall be to return to Client any Client funds held by ExcelPay, after the deduction of all fees and expenses due ExcelPay. In the event that any ExcelPay EFT transaction on Client's account is returned due to insufficient funds or any other reason, then ExcelPay, at its sole option, may terminate this Agreement and declare all amounts due and immediately payable. Client agrees to promptly reimburse ExcelPay for all advances made by ExcelPay including all NSF and processing fees incurred and to pay interest on the unpaid amount at the rate of one and one-half (1½) percent per month until paid. Client agrees to pay ExcelPay for all collection costs including reasonable attorney fees which ExcelPay may incur as a result of Client's default. This Agreement may be terminated by either party with 30 days advance written notice. ExcelPay may terminate this Agreement immediately in the event that: A) Client defaults, pursuant to the provisions of this paragraph above, B) Client becomes bankrupt or insolvent, or C) Any federal, state, or local legislation, regulatory action or judicial decision which, in the sole discretion of ExcelPay, adversely affects its interests under this Agreement. Such termination shall not relieve Client of any obligation set forth herein including, but not limited to, its payment obligation to ExcelPay.
- LIMIT OF LIABILITY.** ExcelPay shall only be liable for its own negligence and not the negligence of any other person or entity which provides services in connection with or as a result of ExcelPay's performance of its obligations under this Agreement. ExcelPay's sole liability and the Client's sole remedy for ExcelPay's failure to perform the services required of it by this Agreement, shall be for ExcelPay to remit to the appropriate Payee the funds received from the Client and to reimburse the Client (or its employees, with respect to Direct Deposit) for any interest or penalties relating to such error or omission by ExcelPay. ExcelPay shall under no circumstances, be responsible or liable for any special, indirect, incidental or consequential damages which Client may incur as a result of ExcelPay's failure to perform any term or condition of this Agreement, or as a result of ExcelPay's exercise of its rights under this Agreement, even if ExcelPay has been advised of the possibility of such damages.
- MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of Georgia. Any dispute arising out of or in connection with this Agreement, if not otherwise resolved, shall be determined by binding arbitration in Atlanta, Georgia, in accordance with the commercial rules of the American Arbitration Association. This arbitration provision shall survive the termination of this Agreement. This Agreement contains the entire understanding of the parties except as may be modified by a subsequent writing signed by both parties. The Client acknowledges that there have been no other representations or warranties made by ExcelPay or the Client, which are not set forth in this Agreement. ExcelPay may modify any term of this Agreement by written notice to Client of such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate this Agreement by written notice to ExcelPay prior to the effective date of the change. If any provision of this Agreement or any portion thereof shall be held to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be interpreted to effectuate the intent and purposes of this Agreement.

ACCEPTED BY CLIENT:

DATE:

ACCEPTED BY EXCELPAY:

DATE:
