

Services Agreement

Company Name _____

Client/Co # _____ - _____

Federal ID# _____ - _____

2/19/2009

(INITIALS)

IncrediPay (Payroll Processing)

Client hereby employs and authorizes Payville USA to provide client with payroll processing services including but not limited to: the calculation and printing of payroll checks, wage summary statements, check registers, payroll worksheets, new hire reporting, quarterly and annual employer and employee earnings reports, back wages and tax verification, and related reports and services.

(INITIALS)

SUI Guard (State Unemployment Management)

Client hereby employs and authorizes Payville USA to provide Client with the following services for management of State Unemployment Insurance (SUI): the processing of claims and contestable appeals, claim, hearing, and appeal consultation.

(INITIALS)

TaxGuard (Tax Filing)

Client hereby employs and authorizes Payville USA on or before Client's check date, to process EFT transactions, or such other payment methods as Payville USA may require, for such amounts as are necessary to pay to proper taxing authorities, the payroll taxes which are specifically identified on the Payroll Cover Letter received with each payroll. Such amounts are to be held in accounts established by Payville USA until such time as these amounts are due to the appropriate taxing authorities. In addition, Client employs and authorizes Payville USA to prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Payville USA is not responsible for the payment of taxes or the filing of returns prior to the Implementation Date.

(INITIALS)

CheckBrand (Logo Service)

Client hereby employs and authorizes Payville USA to use Client's logo to create a computer-generated facsimile that will appear on each of Client's payroll checks. Client warrants and represents to Payville USA that Client is the owner of the said logo, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights. Client agrees to indemnify, defend, and hold harmless Payville USA and their successors, officers, directors, and employees from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses, judgments, proceedings, and damages (including attorneys' fees) arising from its breach of its warranty set forth in Logo Service.

(INITIALS)

DirectiPay (Direct Deposit)

Client hereby employs and authorizes Payville USA, one or more banking days prior to Client's check date, to process EFT transactions, or such other payment methods as Payville USA may require, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Payville USA until Client's check date, when funds shall be deposited to employee accounts as specified. Client agrees to provide Payville USA with payroll information at least two banking days prior to payroll check date. Failure to provide accurate payroll information in a timely manner may result in an additional processing fee and may delay posting of deposits to employee accounts.

(INITIALS)

RescueCheck (Blank Checks)

Client hereby employs and authorizes Payville USA to produce and deliver Client blank checks to enable client to draw on Client's bank account. Security of these checks and the data they contain is the Client's sole responsibility. Payville USA shall not be liable for any use of any blank checks that Payville USA has been authorized to produce and deliver to the client.

(INITIALS)

LaserSign (Check Signing)

Client hereby employs and authorizes Payville USA to use Client's signature to create a computer-generated facsimile that will appear on each of Client's checks.

(INITIALS)

OPC (Official Payroll Check)

Client hereby employs and authorizes Payville USA, one or more banking days prior to the Client's check date, to process EFT transactions, or other such payment methods as Payville USA may require, for such amounts necessary to pay Client's employees and other Client directed payments. Such amounts will be held in an account established by Payville USA until Client's check date when Payville USA shall draw checks and/or EFT transactions, and shall provide those checks and other payment notifications to Client. Client agrees to provide Payville USA with payroll information at least two banking days prior to payroll check date.

(INITIALS)

CheckShield (Check Insertion)

Client hereby employs and authorizes Payville USA to insert Client's signed checks into individual employee envelopes that will be sealed and returned to Client.

(INITIALS)

125 TaxSaver (125 Premium Only Plan)

Client hereby employs and authorizes Payville USA to prepare the Premium Only Plan Document, Adoption Resolution, Employee Summary Plan Document, Election Forms, and perform discrimination testing.

Client acknowledges and understands that Payville USA will not commence any service requested until Payville USA receives all documents necessary to implement the service and notifies Client of the Implementation Date for each service. The individual whose signature appears below warrants that he or she possesses the full power and authority to enter into this agreement. Client has chosen the services initialed, and has read and agrees to the general Terms and Conditions listed on page two of this Services Agreement.

Authorized Agent Name

Title

Authorized Agent Signature

Date

1. Term of Agreement.

Payville USA's performance of its service(s) under this Agreement, and any other Payville USA Service Agreement executed or specifically incorporated by reference under this Agreement by Client (hereinafter "the Agreements"), is subject to approval of Client's credit. Payville USA shall not be obligated to perform any service(s) under the Agreements until it notifies Client of the Implementation Date for each service selected by Client on the preceding page ("Implementation Date"). Payville USA may commence performance for one or more services selected by Client without obligating itself to commence all services selected by Client. The Agreements shall continue until terminated by Client or by Payville USA in accordance with the provisions contained herein. Until the Implementation Date, Client shall continue to provide for itself the service(s) requested of Payville USA. Payville USA assumes no responsibility for services prior to the Implementation Date.

2. Service(s) to be Performed.

Client hereby employs Payville USA to provide the service(s) selected as indicated by Client's initials on the preceding page. Client acknowledges that each service selected is a separate service and that each service may have separate Implementation Dates. Client acknowledges and agrees that Payville USA is not rendering legal, tax, accounting, or investment advice in connection with the services to be performed. In addition, Client hereby employs and authorizes Payville USA, one banking day or more prior to Client's check date, to process EFT transactions for such amounts as are necessary to remit to the appropriate parties, Client authorized payments or other payments required by law. Such amounts are to be held in an account established by Payville USA until such time as these amounts are due.

3. Payment of Fees and Amounts Due.

Client hereby agrees to pay the fees and amounts due ("Amounts Due") for all Payville USA service(s) through an Electronic Funds Transfer (EFT) transaction or such other payment method as required by Payville USA. If Payville USA agrees to accept payment of Amounts Due via EFT Payville USA is hereby authorized to collect all Amounts Due from Client's bank account when due. In that event, Client agrees that the funds representing the total Amounts Due for all applicable Payville USA services must be on deposit in Client's designated bank account in collectible form and in sufficient amount on the day the Payville USA EFT charge is initiated. If sufficient funds are not available upon presentation of Payville USA EFT charge to Client's bank account, Payville USA may take such action to collect monies due as it deems appropriate including, but not limited to, reissuance of the EFT. All EFTs are performed in compliance with Automated Clearing House regulation, and Client agrees to abide by, and be bound by, such regulations. If Payville USA requires payment of Amounts Due via wire transfer or other method, then Client agrees to provide Payville USA with all information necessary to confirm receipt of the payment including, but not limited to, financial institution information and confirmation numbers. If Payville USA is unable to confirm receipt of funds by EFT, wire transfer, or other method, prior to the funding deadline, remittance of wages and/or taxes may be delayed. Payville USA's fees for services are subject to change at any time with written notification to Client. Payville USA may, in its sole discretion, require a security deposit from Client, and Client hereby waives any right to interest that may accrue on said security deposit.

4. Client's Responsibility.

Client agrees to accept the following obligations and responsibilities as a condition precedent for Payville USA's performance of each service selected:

- A. to execute all documentation needed by Payville USA to originate EFT transactions and to verify availability of funds in Client's designated bank account;
- B. to execute and provide any other documents which may be required by Payville USA to perform its responsibilities under the Agreements, up to and including, where applicable, taking all necessary corporate action;
- C. to review all reports and documents produced by Payville USA and forwarded to Client and to inform Payville USA of any inaccuracies therein within three (3) business days of receipt;
- D. to have available in Client's bank account, sufficient funds in collectible form to cover EFT transactions or, at Payville USA'S sole option, to make payment by wire transfer or such other payment method as required by Payville USA prior to the funding deadline;
- E. to provide Payville USA promptly with all necessary information, including any changes thereto, pertaining to Client's employees; and to comply with any and all applicable federal, state, or local laws or ordinances; and
- F. to provide Payville USA with payroll information at least two banking days prior to payroll check date. Failure to provide payroll information in a timely manner may result in an additional processing fee.

5. Client's Default.

Client shall be deemed in default of the Agreements in the event it fails to comply with its responsibilities as outlined in Section 4. In the event of a Client Default, Payville USA may, at its sole option, terminate the Agreements without notice and declare all amounts owed by Client to Payville USA immediately due and payable. Client agrees to promptly reimburse Payville USA for all advances made by Payville USA and to pay interest on the advances at the rate of one and one-half percent (1 1/2 %) per month, or the maximum allowable by applicable law, until paid.

5. Client's Default (continued...)

In the event of a Client Default, Client agrees to indemnify and hold Payville USA harmless against any and all claims, losses, damages, or expenses and to pay Payville USA for all costs, losses, damages, or expenses incurred, including, but not limited to, reasonable attorneys' fees and expenses, and EFT reissuance charges.

6. Refund/Adjustments.

Any Client request for refunds or adjustments will not be processed until all outstanding fees, payments, and balances due to Payville USA have been paid.

7. Termination.

Except as otherwise provided, the Agreements may be terminated by Client upon thirty (30) days prior written notice. Payville USA may immediately terminate the Agreements upon written notice. Termination of the Agreements shall not relieve Client of any obligations set forth herein including, but not limited to, its payment obligations to Payville USA.

8. Limit of Liability.

Payville USA shall not be liable for any negligent act or omission, or the negligence of any other person or entity including, but not limited to, Client and its employees or agents, or any person or entity which provides services in connection with or as a result of Payville USA's performance of its obligations under the Agreements. Without limiting the preceding sentence, Payville USA shall not be liable for any unauthorized or inadvertent disclosure of any information provided to Payville USA by Client unless such disclosure is a direct result of intentional misconduct or gross negligence on the part of Payville USA. Payville USA's sole liability and Client's sole remedy for Payville USA's breach of the Agreements shall be: (a) for Payville USA to remit to the appropriate payee the funds received from Client, and/or (b) for Payville USA to reimburse Client (or its employees) for any interest or penalties assessed as a direct result of Payville USA's breach of the Agreements. Payville USA shall, under no circumstances, be liable for any special, indirect, incidental, or consequential damages which Client may incur as a result of Payville USA's breach of the Agreements, or as a result of Payville USA's exercise of its rights under the Agreements, even if Payville USA has been advised of the possibility of such damages. Without limiting the preceding, Payville USA shall not be liable for any use of any blank checks that Payville USA is authorized to deliver to Client.

9. Miscellaneous.

The Agreements shall be governed by the laws of the State of Illinois. Except as provided herein, any dispute arising out of or in connection with the Agreements shall be determined by binding arbitration in Chicago, Illinois, in accordance with the commercial rules of the American Arbitration Association, and any dispute arising out of or in connection with any other agreement between the parties may be consolidated into the same arbitration proceeding. However, Payville USA may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Cook, State of Illinois, for any monies due and owing from Client to Payville USA. Client hereby waives any jurisdictional defenses and submits to the exclusive jurisdiction of the Illinois courts. The parties agree that the prevailing party in arbitration or in any judicial proceedings be awarded costs, attorney's fees and expenses, and that an Arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreements. The provisions of section(s) 3,5,6,8,9 and 11 shall survive the termination of the Agreements. The Agreements contain the entire understanding of the parties. Client acknowledges that there have been no representations or warranties made by Payville USA or Client, which are not set forth in the Agreements. Payville USA may modify any term of the Agreements 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 the Agreements by written notice to Payville USA prior to the effective date of the change. If any provision of the Agreements or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreements shall not in any way be affected or impaired.

Client authorizes Payville USA to disclose and discuss information provided to Payville USA by Client to or with Client's accountants, attorneys, insurance agents or administrators, employee benefit plan administrators and such other professionals or service providers as may be reasonably necessary or appropriate in connection with the provision of services to Client by Payville USA.

10. Assignability.

The Agreements may not be assigned by Client to any third parties other than successors, without the prior written consent of Payville USA. Any assignment made without such consent shall be null and void.

11. Software Licenses.

Client has received, or may receive, certain computer software relating to services selected by Client ("Software"). Client agrees and acknowledges that it hereby accepts all of the terms and conditions of any and all Payville USA Software, and/or third-party Software, and any and all applicable license agreements provided to Client now or in the future.

(INITIALS)