



JUST GOT PAID!
Payroll Processing Specialists

Just Got Paid Services Agreement

Read and complete this form

Company Name _____

Office/Client Number _____

Federal ID Number _____

This Just Got Paid Services Agreement ("Agreement") is entered into between Just Got Paid ("Just Got Paid"), located in Toledo, Ohio and the company identified above ("Client"). The Agreement shall continue until terminated in accordance with its provisions. Just Got Paid shall provide the services initialed below ("Services"). Client shall also receive, at no charge, the Tax Credit Analysis Service as described below. Just Got Paid will not commence any of the Services until Just Got Paid receives all documents necessary to begin each of the Services and notifies Client of the date Just Got Paid will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates. Until the Service Effective Date, Client shall provide for itself the Services requested of Just Got Paid, Just Got Paid assumes no responsibility for services prior to the Service Effective Date.

Initials

Tax Impound Service

On or before Client's check date, Just Got Paid will (1) process EFT Transactions for such amounts as are necessary to pay the payroll Taxes that are specifically identified on the *Cash Requirements and Deposits Report*; (ii) hold such amounts in a separate Just Got Paid account until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Just Got Paid is not responsible for the payment of taxes or the filing of returns prior to the Tax Impound Service Effective Date or for payroll taxes that Just Got Paid did not collect from Client. **1-800 State Unemployment Insurance Support Line:** Just Got Paid will provide Client with telephone assistance related to unemployment claims, pre-hearing preparation, voluntary contributions, tax rate questions, and benefit charge statements. Telephone assistance is obtained at 419-720-7243, State Unemployment Insurance option.

Initials

Check Ready

Just Got Paid will (i) process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees; (ii) hold such amounts in an account established by Just Got Paid until Client's check date,; and (iii) draw checks payable to Client's employees on Client's check date and provide those checks to Client. Client shall distribute checks on check date or thereafter. Checks distributed to employees before check date will not be honored and it will be Client's responsibility

Initials

Direct Deposit

Just Got Paid will process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Just Got Paid until Client's check date, when funds shall be deposited to employee accounts as specified.

Initials

Check Signing

Just Got Paid will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday.

Initials

Check Insertion

Just Got Paid will insert Client's signed checks into individual employee envelopes that will be sealed and returned to Client.

Initials

Garnishment Payment Service

Just Got Paid will process EFT transactions, one banking day prior to Client's check date, for Client's employees' garnished wages as are necessary to remit to the appropriate entities. Client shall provide Just Got Paid with a garnishment order for each employee for whom wages are to be garnished. Just Got Paid shall hold garnished wages in a separate account established by Just Got Paid until such time as the amounts are due. Client remains solely responsible for the correct calculation of the amount to garnish from its employees' wages.

Client agrees that Just Got Paid is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor shall Just Got Paid be deemed a fiduciary of Client or the employer of Client's employees. Just Got Paid shall not be responsible for Client's compliance with, nor shall it provide legal or other financial advice to Client, with respect to federal, state, and local laws or ordinances.

Client understands that this Agreement (Rev. 01/08) may be considered an application for credit and hereby authorizes Just Got Paid to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Just Got Paid's performance of the Services under this Agreement is subject to approval of Client's Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions of the Agreement.

Authorized Officer's Name _____ Title _____

Authorized Officer's Signature _____ Date _____

1. **Client Contacts.** Client shall designate payroll contacts that shall provide Just Got Paid with information necessary for Just Got Paid to perform the Services ("Client Information").
2. **Client Information.** Client shall execute and provide all documentation that Just Got Paid requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client shall provide Just Got Paid with all necessary Client Information pertaining to Client's employees at least two banking days prior to a payroll check date. **Failure to provide Client Information timely may result in delayed remittance of wages, taxes, and garnishments, and additional processing fees.**
3. **Reliance on Client Information.** Just Got Paid shall not be responsible for errors that result from Just Got Paid reliance on Client Information.
4. **Review Reports.** Client shall review all reports and documents provided by Just Got Paid and inform Just Got Paid of any inaccuracies within three (3) business days of receipt.
5. **Payment of Fees.** Client shall pay the fees for all Just Got Paid services each pay period through an Electronic Funds Transfer (EFT) or such other method as required by Just Got Paid when due ("Fees"). Just Got Paid Fees are subject to change upon (30) days written notification to Client. Just Got Paid 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.
6. **Remit Reimbursement Amounts.** Client shall remit funds to Just Got Paid representing the amount due to pay Client's employees, remit taxes, or pay garnishments ("Reimbursement Amounts") through an EFT, or such other payment method as required by Just Got Paid.
7. **Electronic Funds Transfer.** If Just Got Paid requires payment of Fees or Reimbursement Amounts (collectively "Amounts Due") via EFT, Client (i) shall execute all documentation needed by Just Got Paid to originate. EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on the day Just Got Paid's EFT is to be presented ("Funding Deadline"); and (iii) authorizes Just Got Paid to collect all Amounts Due from Client's bank account on the Funding Deadline. All EFT's are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA, as they are amended from time to time; (ii) that it will not initiate any EFT that violates any law; and (iii) that Just Got Paid may identify Client to banks involved in the EFT.
8. **Payment by Wire Transfer or Other Method.** If Just Got Paid requires payment of Amounts Due via wire transfer or other method, Client agrees to provide Just Got Paid with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
9. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Just Got Paid may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT. **If Just Got Paid is unable to confirm receipt of funds prior to the Funding Deadline, remittance of wages, garnishments, or taxes may be delayed.**
10. **Client's Default.** In the event of a Client Default, Just Got Paid may, at its sole option, terminate the Agreement without notice and declare all Amounts Due immediately due and payable. Client shall promptly reimburse Just Got Paid for all advances made by Just Got Paid 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. Client agrees that Just Got Paid may initiate an EFT to (i) Client's bank account for any past due amounts advanced to the Client's employee. Client shall be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel fees), court, and arbitration costs.
11. **Refund / Adjustments.** Client agrees that Just Got Paid may apply any balances it is holding for Client to Amounts Due owed to Just Got Paid.
12. **Termination.** Client may terminate the Agreement upon thirty (30) days prior written notice. Just Got Paid may immediately terminate the Agreement, or a portion thereof, upon written notice for any reason, including, but not limited to, the following events: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Just Got Paid, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Just Got Paid determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement shall not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations.
13. **Limit of Liability.** Just Got Paid's sole liability and Client's sole remedy for Just Got Paid's breach of the Agreement shall be: (i) for Just Got Paid to remit to the appropriate payee the funds received from Client; and/or (ii) for Just Got Paid to reimburse Client or its employees for any interest or penalties assessed as a direct result of Just Got Paid's breach of the Agreement. Just Got Paid can only be held liable for breach of the Agreement and shall not be held liable for (i) any negligent act or omission by Just Got Paid; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Just Got Paid's performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client, or (iv) Client's breach of NACHA. **Just Got Paid shall under no circumstances be liable for any special, indirect, incidental, or consequential damages that Client may incur as a result of Just Got Paid's breach of the Agreement, or as a result of Just Got Paid's exercise of its rights under the Agreement, even if Just Got Paid has been advised of the possibility of such damages.**
14. **Indemnification.** Client shall indemnify, defend, and hold Just Got Paid harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client Default; (ii) Client's breach of NACHA, or (iii) Client's breach of any warranty set forth in the Agreement.
15. **Governing Law and Arbitration.** **The Agreement shall be governed by the laws of the State of Ohio. Except as provided herein, any dispute arising out of, or in connection with, the Agreement shall be determined by binding arbitration in Toledo, Ohio, in accordance with the commercial rules of the American Arbitration Association.** Any dispute arising under the Agreement shall be brought within two (2) years of when the claim accrued. The arbitrator shall not be authorized to award exemplary or punitive damages. Just Got Paid may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Lucas, State of Ohio, for any monies due and owing from Client to Just Got Paid. Client waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, shall be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement.
16. **Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Just Got Paid. Any assignment made without such consent shall be null and void.
17. **Fax Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Just Got Paid by facsimile, and that such fixed copy(ies) shall have the same force and effect as if the original signature had been provided and received.
18. **Miscellaneous.** The Agreement contains the entire understanding of the parties. Neither party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Just Got Paid or Client that are not set forth in the Agreement. Just Got Paid may modify any term of the Agreement upon thirty (30) days 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 Agreement by written notice to Just Got Paid prior to the effective date of the change. If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired. Sections 1-18 shall survive the termination of the Agreement.