



PAYROLL SERVICES CONTRACT

This agreement is entered into on _____ 20__, between Co-Brand Company Name, _____ ("Client"), and Charles J. Read, Inc. ("CJRI"). This agreement shall not become effective until approved and executed by CJRI, and upon such execution, all rights of Co Brand Company Name in and to this agreement shall automatically be assigned to CJRI, who shall assume the obligation for providing the payroll services to Client as described in this agreement, and Co-Brand Company Name and Client agree that all payments for services shall be due and payable directly to CJRI.

Payroll Service to be Provided:

- 1. Calculate and Print Checks or create Direct Deposit all Net Pay Amounts as Required
2. Impound and deposit tax payments for Federal and one State
3. Create and file all payroll tax filings for Federal and one State
4. Provide via the Internet reports, copies of tax filings and paystubs
5. Perform Additional Services, as needed, at the ancillary pricing designated by CJRI.

The fee varies by the number of net pays in a pay period (see price list attached or as may be revised from time to time upon notice to Client.). Pricing in this agreement is subject to change by CJRI upon notice to Client.

Client Agrees to the Following:

- 1. To furnish CJRI and CO-BRAND COMPANY NAME with all of the information, on a timely basis, needed to properly perform services contracted for.
2. To pay to CJRI all fees and associated taxes at the time services are completed, unless otherwise agreed to in writing in advance of services being performed.
3. To indemnify and hold Co-Brand Company Name and CJRI harmless so that CJRI and Co-Brand Company Name will not be liable or responsible for any claims or damages from or by anyone at all arising out of or attributable to the operation or performance of CJRI or Co-Brand Company Name under this agreement. In any event no liability of CJRI or Co-Brand Company Name in the aggregate shall exceed the amount of CJRI's most recent monthly charge to Client for services rendered for such month.

Either Client or CJRI may cancel this agreement by giving a 30-day written notice to the other party. In the event any fees for services are not paid when due, CJRI may terminate this agreement immediately.

CJRI and Co-Brand Company Name shall not be responsible for any incidental or consequential damages which the Client may incur from the failure of CJRI or Co-Brand Company Name to perform under this agreement. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Texas, United States of America, and any action brought to enforce this agreement or otherwise in connection with this agreement shall be in brought in the state district courts of Denton, Denton County, Texas, or in the appropriate U.S. Federal District Court for the Northern District of Texas.

Other Agreements. In the event that an Originator uses a Third Party Sender (as such terms are defined in the NACHA Rules) to facilitate ACH transfers from, or to the Originator, through us, the Originator and Third Party Sender shall have entered into appropriate agreements, subject to review and approval by us in the exercise of our absolute discretion, in which: (i) the Third Party Sender shall agree: (a) to be bound by the NACHA rules in effect from time to time; (b) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and, (c) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Third Party Sender; and, (ii) the Originator shall agree: (x) to assume the responsibilities of an Originator under the NACHA rules; (y) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and, (z) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Originator or Third Party Sender for its benefit. In any event, such agreements shall provide that we are a third party beneficiary thereto. After review of such agreements by us, if we believe that such agreements are inadequate to: (i) evidence the relationship of the parties (ii) provide for the parties' agreement to be bound by the NACHA rules; or, (iii) provide for adequate indemnity of us against any losses that arise as a result of ACH transfers initiated by the Originator through the use of a Third Party Sender or by the Third Party Sender for the benefit of an Originator, we shall require, and the party entering into this relationship with us shall cause, the Originator and the Third Party Sender to amend such agreements to conform with these provisions.

Executed as of the date set forth above:

Client: _____ Co- Brand Company Name _____

Signature

Signature

Printed Name & Title

Printed Name & Title

CHARLES J. READ, INC.

By: Charles J. Read, President