



Corporate Payroll Services Agreement for Services

This agreement, made in Peachtree Corners, Georgia on \_\_\_\_/\_\_\_\_/20\_\_\_\_ between Adaptable Systems Corporation dba Corporate Payroll Services ("CPS") of 230 Scientific Drive, Suite 100, Peachtree Corners, Georgia 30092, with email address controller@cpsgo.com and

\_\_\_\_\_ ("Customer")

of address: \_\_\_\_\_,

whose email address is: \_\_\_\_\_, (the "Agreement")

sets forth the terms under which CPS and Customer shall conduct business. CPS and Customer agree:

- 1. Customer may order services, supplies, software, or equipment from CPS by delivering a verbal or written offer to CPS. Each offer, when accepted by CPS shall constitute a contract (the "Contract") consisting of the terms of this Agreement and the terms of the offer. Any term or condition of an offer set forth on any purchase order or other document submitted by Customer which is inconsistent with any term or condition of this Agreement shall be of no force or effect. A breach of any Contract by Customer shall constitute a breach of all other Contracts between CPS and Customer. CPS may elect to continue performance notwithstanding such breach by Customer and such performance shall not constitute a waiver of such breach nor limit CPS's remedies. Services shall be performed in a timely and commercially reasonable manner. CPS shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.
2. All invoices are payable immediately by Customer and shall be automatically deducted from Customer's bank account. If an automatic debit for fees is returned for any reason, there shall be a charge for the greater of \$35.00 or 1.5% of the invoice amount.
3. If Customer has elected to have CPS make tax deposits and/or direct deposits of payroll on behalf of Customer as evidenced by the signing of appropriate automatic debit authorization forms, then the following shall apply:
(i) If by its own negligence, CPS fails to make a deposit when due, it shall be liable for any associated penalties. If as a result of Customer's negligence or lack of funds in Customer's account, CPS fails to make a deposit, Customer shall be liable for any associated penalties.
(ii) Customer agrees to have sufficient funds for all CPS debits on deposit on the debit date. If a debit for payroll taxes is returned for any reason, Customer agrees to pay a daily penalty of 1.5% of the debit amount with a minimum of \$35.00 per day until cleared funds are received. If a debit for direct deposits or paper checks that will be written on a CPS bank account is returned for any reason, Customer agrees to pay a daily penalty of 1.5% of the debit amount with a minimum of \$50.00 per day until cleared funds are received. CPS reserves the right to process unlimited additional debits to Customer's accounts to recover funds due CPS.
(iii) Customer shall execute and deliver to CPS all powers of attorney ("POAs") necessary for CPS to represent Customer before taxing authorities and all agreements necessary for the processing of direct deposit transactions for Customer. After termination of tax service, all POAs shall be revoked, and CPS shall no longer be able to respond directly to any taxing authorities. If CPS has received all amounts due CPS, CPS and Customer agree to assist one another in responding to inquiries for periods CPS was providing tax service.
4. CPS shall make reasonable efforts to maintain Customer data in a safe and confidential manner. It will be Customer's responsibility to maintain all records and reports provided by CPS and to deliver them upon request if needed for reconstruction of any lost data.
5. In the event Customer shall fail to make any payment when due and such failure shall not be cured within 10 days, or if Customer becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors, then all sums owed to CPS shall immediately become due and payable. Customer shall pay all costs and expenses of collecting unpaid indebtedness including reasonable attorney's fees. Customer agrees that CPS may apply any funds on deposit with CPS from Customer to any amounts due CPS.
6. CPS shall not be held liable for fraud committed by Customer's payees including acceptance of money erroneously paid to such payees. Customer agrees to protect any usernames and passwords for accessing CPS systems and Customer's email with the same level of care they would protect all assets of their business. Customer acknowledges that disclosure of their usernames or passwords can be turned into cash very easily by criminals and be irretrievable which could cause Customer's business to fail. Customer agrees that if



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- Customer's username and password are used to access CPS systems, CPS will not be responsible for any losses experienced by Customer.
7. If Customer has any biometric identification devices provided by CPS and used by any of their employees or independent contractors ("Workers") to access CPS systems, and any Workers refuse to acknowledge and digitally sign an electronic or paper consent form (the "Consent") provided by CPS, Customer hereby (i) acknowledges that a Consent may be required by some governmental authorities; (ii) acknowledges that failure to have Workers sign a Consent could result in significant penalties imposed upon Customer and/or CPS; (iii) agrees to have Workers, who do not sign an electronic Consent, sign a paper Consent; and (iv) agrees to indemnify CPS for any and all expenses CPS might incur if Customer fails to keep any paper consent forms in compliance with Federal and State laws.
8. Customer agrees not to provide CPS with any payroll information or entries which violate the laws or regulations of the United States or of any state in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("NACHA") operating rules and guidelines and not to submit any transactions to CPS if such transactions would be considered International ACH Transactions ("IATs"). Customer agrees to indemnify CPS against any loss experienced by CPS due to Customer's noncompliance with NACHA rules and guidelines. CPS and its originating depository financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with NACHA operating rules and guidelines.
9. This Agreement shall be construed in accordance with the laws of the state of Georgia. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written instrument executed by Customer and CPS. Notwithstanding the foregoing, this Agreement may be modified at any time with 30 days written notice by CPS. Continued usage of services by Customer after such 30-day period constitutes Customer's acknowledgement and acceptance of modifications to this Agreement. Neither Customer nor CPS shall be bound by any oral agreement or representation, however, orders for services, supplies, software or equipment, may be placed orally and shall be considered valid. Customer may not assign this Agreement without the prior written consent of CPS which shall not be unreasonably withheld. Customer acknowledges that any data stored on CPS systems may be subject to subpoena by governmental authorities or attorneys in legal proceedings and that compliance by CPS with such subpoenas which reasonably appear to be validly issued shall not subject CPS to any liability. In the event of any data breach of CPS' systems where Customer's employee data is compromised, Customer agrees to be the party responsible for notifying Customer's employees. All notices shall be in writing and shall be sent to the recipient at its respective address shown on the face of this Agreement or to such other address as may, from time to time, be designated by written notice.
10. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES WHICH MAY BE FILED IN ANY COURT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH OR THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.
11. IN NO EVENT SHALL CPS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above.

Signature: \_\_\_\_\_ Customer
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Signature: \_\_\_\_\_ Corporate Payroll Services
Title: \_\_\_\_\_
Customer ID \_\_\_\_\_