

READYFUNDS CLIENT SERVICES AGREEMENT

This ReadyFUNDS CLIENT SERVICES AGREEMENT (this "Agreement") is entered into as of _____ ("Effective Date") between PERFORMANCE BENEFITS, INC., a Louisiana corporation ("PBI") and _____ ("Client").

In consideration of the mutual Obligations and Commitments defined below in this Agreement, PBI and Client agree to the terms and conditions of this Agreement and by their authorized representatives have entered into this Agreement as of the Effective Date.

Obligations and Commitments:

- 1. Client Distribution. Client agrees to promote use of Prepaid Cards to individual employees or contractors ("Cardholder"). "Prepaid Cards" means exclusively the ReadyFUNDS® Prepaid MasterCard® cards and any modified, updated, or enhanced versions of such cards that PBI may agree in writing to provide to Client, under this Agreement.
2. Client Information. Upon mutual execution of this Agreement, Client will deliver to PBI information pertaining to Client's business including: Completed First Covenant Bank (FCB) Client Profile Document; Number of Employees; Standard Industry Classification number and other information that may be required for PBI to fulfill its obligations under this Agreement. Client Information shall be considered Confidential Information of Client.
3. Cardholder Information. In order to receive Prepaid cards, Client must provide accurate information pertaining to Cardholders including: Name; Address; Date of Birth; Social Security and other information that may be required for PBI to fulfill its obligations under this Agreement. In the event of an error; corrected information may be resubmitted as necessary to issue a Prepaid Card and Client agrees to provide documentation of Cardholder Information if required. Client understands and agrees that the Cardholder Information will be used by PBI to provide services and fulfill its obligations under this Agreement.
4. Prepaid Card Delivery. Client has three options to deliver Prepaid Cards to employees. 1. PBI will provide Prepaid Cards for Client inventory, registration and distribution to employees as defined in "Exhibit C". 2. PBI will provide Prepaid Cards for inventory, registration and distribution by Client's payroll services processor (PSP) provided the PSP has executed an agreement with PBI. 3. PBI will mail the Prepaid Card to employee residence via USPS once PBI has received all necessary information regarding a Prepaid Card order. In either event, once the Cardholder registration is approved, PBI will create and maintain a Prepaid Card account which includes the delivery of embossed card in an envelope, card letter carrier, instructions for use and cardholder agreement for delivery to individual Cardholders. In the event the Prepaid Cards have a material design or functional defect, PBI will provide a replacement Prepaid Card. Once received, Cardholder can activate the Prepaid Card in accordance with the instructions provided with the Prepaid Card.
5. Payroll and Disbursement Deposits. Client or Client's payroll processor will originate payroll and other disbursements via direct deposit to a Cardholder account using a bank transit routing and account number via ACH and or by using eZpay through the ReadyFUNDS Client portal. All payroll deposits and other disbursements as originated by Client will be deposited into an FDIC insured account owned by the cardholder for access using the Prepaid Card. Both Client and PBI acknowledge that funds deposited into Cardholder account are the property of the individual Cardholder and that Cardholder retains ownership and access to these funds even after termination of employment.
6. Support Services. PBI shall provide the Client customer service from 8:00 AM to 6:00 PM Central Time Monday- Friday via toll free telephone and email (exclusive of any federal holidays). PBI and its suppliers shall provide the Cardholder e-mail customer support; voice response (IVR) support, including Prepaid Card balance and transaction activity and live Cardholder service 24 hours a day, 7 days a week.
7. Limitations. Client may not charge a fee for the distribution of Prepaid Cards without the express prior written consent from PBI. Each Prepaid Card is owned, issued by, and is the property of, PBI and its sponsors.
8. Fees and Payment. Client will cover all of their own applicable fees and costs required to operate the Prepaid Card Program under this Agreement.
9. Confidential Information. Each party agrees not to disclose the other party's Confidential Information without written consent from the other party and will treat the other party's Confidential Information with at minimum the same care as it treats its own Confidential Information.
10. Indemnification. Both Client and PBI agree to indemnify and hold harmless the other for any and all claims related to this Agreement except in the case of gross negligence, fraud or willful misconduct.
11. Limitation of Liability. Except for a breach of its confidentiality obligations under this Agreement to the maximum extent permitted by law, neither party will be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement. Client acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that PBI would not enter into this Agreement without these limitations on its liability.
12. Force Majeure. Neither party will be liable to the extent that any delays are caused by a force majeure.
13. Disclaimer of Warranties. PBI disclaims, to the maximum extent permitted by law, all warranties, including any warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. PBI makes no warranty on behalf of any of its sponsors or suppliers.
14. Term and Termination. The Term of this Agreement will begin on the Effective Date and will conclude after one year. Upon expiration of the Agreement, the Term will automatically extend for consecutive one (1) year terms unless either party gives written notice to the other party of its intent not to extend the term not less than sixty (60) days prior to expiration. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party materially breaches any other provision of this Agreement and does not cure the breach within sixty (60) days after receiving written notice. PBI may terminate this Agreement at any time, effective immediately upon written notice to Client, upon applicable laws or regulations that would render this Agreement commercially unreasonable in PBI's judgment. In the event of termination by Client, PBI will continue to provide Cardholders with Prepaid Card Support Services until such Prepaid Cards expire. PBI may terminate this Agreement at any time without written notice to Client if there is any fraudulent activity detected and will work with law enforcement agencies if required.
15. Additional Terms or Amendment of Terms. Any Additional Terms or Amendment of Terms as provided by PBI to Client will be attached as Exhibits to this Agreement.
16. Miscellaneous. Each party will at all times comply with all applicable laws and regulations during its performance under this Agreement. This Agreement may not be assigned or delegated by either party without the prior consent of the other which shall not be unreasonably withheld. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement will be governed by and construed under the laws of the State of Missouri. This Agreement completely and exclusively states the agreement of the parties regarding Prepaid Cards

Company Website: _____ Business Phone: _____
Type of Business or SIC: _____
Number of Employees: _____ Current Number of Employees Paid by Paper Checks: _____
PRINT NAME AND TITLE: _____ SIGNED: _____ Date: _____

Performance Benefits Use Only
Performance Benefits, Inc. By: _____ Date: _____
Printed Name and Title: _____



Required for any card distribution or card loading source

CONFIDENTIALITY NOTICE

The data contained herein is confidential and proprietary to the client.

Applicant - Please Type / Print Clearly	
Applicant Information	Company Name:
	Doing Business As (DBA) – <i>Supporting documentation required:</i>
	Major Business Line:
Program Information	Program Manager: ReadyFUNDS – Performance Benefits Program Name: ReadyFUNDS Payroll Purpose of Program: Payroll BIN: Will you be submitting a SIA/PIF? No

Physical Address	Street (no PO Boxes):
	Suite or Number:
	City, ST Zip:
Mailing Address (if different)	Address, City, ST, Zip:
Company Information	Business Tax ID Number:
	State in which the company is organized:
	Date the organization occurred (Month & Year):
	Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Non Profit
	Is this company a subsidiary? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete the following: Name of parent company: Parent Physical Address:
Contact Person	Name: _____, Title: _____ Phone Number (landline): _____, Work Cell Phone: _____ E-mail Address: _____

Principal Owner Information (if applicable) Individuals with over 10% ownership required.

Principal 1	Percentage Owned:
	Full Legal Name:
	Date of Birth:
	Residential Street Address (no PO Boxes):
	City, ST Zip:
Principal 2	Percentage Owned:
	Full Legal Name:
	Date of Birth:
	Residential Street Address (no PO Boxes):
	City, ST Zip:
Principal 3	Percentage Owned:
	Full Legal Name:
	Date of Birth:
	Residential Street Address (no PO Boxes):
	City, ST Zip:
Principal 4	Percentage Owned:
	Full Legal Name:
	Date of Birth:
	Residential Street Address (no PO Boxes):
	City, ST Zip: