



Dear

This Terms of Service Agreement (the "**Agreement**") is made and entered into by and between you and RABcoPRS, Inc., a California corporation doing business as RABco Payroll Services, Inc. ("**RABco**"). This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which RABco will provide to you certain payroll, human resources and other related services through our website (collectively, the "**Service**").

You are required to indicate your acceptance of the terms and conditions below in order to access and use the Service. By accessing or using the Service, you are consenting to be bound by the terms of this Agreement.

This Agreement is applicable to all persons who use or access the Service, in their company's capacity or on an individual capacity, including authorized users representing the employer, its employees or other persons using or accessing the Service (collectively, "**Users**"). If you are agreeing to these terms on behalf of a business, you represent and warrant that you have authority to bind that business to this Agreement, and your agreement to these terms will be treated as the agreement of the business. In that event, "you" and "your" refer to that business.

1. Service

As long as you meet your payment obligations and comply with the terms this Agreement, RABco will provide you the Service for the purpose of calculating payroll and its associated liabilities for your business, and making related payroll and tax payments or tax filings electronically, or for human resource management, for the period of time provided in your

ordering and activation terms. You may not use the Service on a professional basis for anyone other than you.

Depending on the type of Service you request, you may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that RABco provides to you as required by law or otherwise necessary to provide the Service.

You give RABco permission to obtain, verify, and record information that identifies the individual who opens an account or accesses the Service. RABco may ask for your name, address, date of birth, social security number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You consent to and authorize RABco at any time to obtain credit reports about you and/or your business, and to report adverse credit information about you and/or your business, to others, including the Internal Revenue Service and any applicable state taxing authorities. RABco may, at its discretion, decline to offer the Service to you for any reason, including in the event that the enrollment process is not satisfactorily completed, RABco is unable to verify satisfactory credit of you and/or your principals and/or for other lawful business reasons.

Prior to your initial payroll processing date, you must submit the completed and executed documents RABco requires for providing the Service, including your payroll and bank account information, any required federal, state or local powers of attorney, and any additional information requested by RABco. The Service provided will be based and is dependent upon information provided to RABco by User (including proof of federal, state and local tax identification numbers). In performing the Service, you acknowledge and agree that RABco is not acting in a fiduciary capacity for you and/or your business and using the Service does not relieve you of your obligations under federal or state laws or regulations to retain records relating to your data contained in RABco's files.

The Service does not include obtaining access to the Internet for connecting to the Service. You acknowledge that the operation and availability of the communications systems used for accessing and interacting with the Service or to transmit information to the taxing authorities can be unpredictable and may, from time to time, interfere with or prevent access to the Service or its operation. RABco is not in any way responsible for any such interference with or prevention of your use of or access to the Service. In such cases, you must contact customer support by other means for instructions on how to calculate paychecks for your employees and make tax payments and filings. You will, at your own cost and expense, obtain, install and, at all times during its utilization of the Service, maintain in

good working order all software, hardware and other equipment necessary for you to perform in accordance with this Agreement. In the event of any failure of such software, hardware or other equipment, you will deliver to RABco all data which you would otherwise have provided that is necessary for RABco to perform RABco's obligations in connection with the Services.

You agree not to: (i) use the Service other than as authorized in this Agreement; (ii) use any device, software, or routine that interferes with any application, function, or use of the Service, or is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication; (iii) resell, sublicense, time-share, or otherwise share the Service with any third party; (iv) frame or mirror the Service; (v) decompile, disassemble or reverse-engineer the underlying software or application that is part of the Service or otherwise attempt to derive its source code; (vi) use the Service either directly or indirectly to support any activity that is illegal; (vi) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (vii) authorize any third parties to do any of the above.

2. Third Party Service

Through the Service, you'll be able to elect to receive services from partners of RABco (each such service, a **"Third Party Service"**, and each such partner, a **"Partner"**). RABco is not responsible for Third Party Services or any material, information or results available through Third Party Services and the applicable Partners may require you to agree to terms and conditions or agreements with respect to their provision of the Third Party Services to you. You are solely responsible for, and assume all risk arising from, your election and receipt of any Third Party Service. If you elect to receive a Third Party Service, you authorize RABco to submit to the applicable Partner any and all documents and information about you, your business and your business' employees, necessary for such Partner to provide the Third Party Service to you, including without limitation your Payroll Information, bank account information, your employees bank account information, any required federal, state or local powers of attorney, and any additional information, such as the personal information of your employees, requested by such Partner that you have provided to RABco in connection with this Agreement and your receipt of the Service (collectively, the **"Shared Information"**). You are responsible for the accuracy of all Shared Information you provide to us and approve to be submitted to Partners. You represent and warrant that you have all the rights in and to any Shared Information necessary to provide Shared Information to RABco, and that RABco's use of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state or

federal laws, regulations, orders or rules. You agree that by electing to receive a Third Party Service, and consenting and authorizing RABco to submit your Shared Information to a Partner, you have waived and released any claim against RABco arising out of a Partner's use of your Shared Information. In no event will RABco be liable to you or any third party for any direct, indirect, consequential, special, or punitive loss or damages regardless of whether such damages are based on contract, tort (including negligence), strict liability, or any other theory or form of action or whether RABco knew or should have known of the likelihood of such damages in any circumstances, arising out of or related to a Partner's use of your Shared Information.

3. Payroll Account

You will designate and authorize either yourself and/or one or more individual users of the Service with authority to act on your behalf and to bind you and/or your business (each a "**Payroll Administrator**"), who may access the Service by entering a confidential user ID and password created by following the instructions provided via the Service and which will entitle them, depending on their designation and permissions given, to have authority to access, review, modify and/or provide approvals on your behalf. The Payroll Administrator will approve and submit the Payroll Information thereby authorizing RABco to create and transmit credit or debit entries ("**Entries**") necessary to process your payroll and payroll tax transactions.

You will, and will cause your authorized users to, take reasonable steps to maintain the confidentiality of the authorization procedures and the user IDs and passwords and related instructions provided by RABco. If you believe or suspect that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, you will immediately notify RABco in a manner affording RABco a reasonable opportunity to act on the information, and you acknowledge that failure to immediately notify RABco could result in loss of funds and unauthorized access to confidential information concerning you and your employees. RABco reserves the right to prevent access to the Service should RABco have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised. You are responsible for any actions taken on the Service by your Payroll Administrator and/or any other authorized users, and for any transactions resulting from your failure to maintain the confidentiality of your account. You agree that the provision of a user ID and password by you, your Payroll Administrator and/or any other authorized users, will have the same effect as providing a written signature authorizing electronic payments, filings and other actions on the Service.

4. Payroll Information

RABco will notify you via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. You shall then, prior to submitting your first payroll, review for completeness and accuracy the Payroll Information. For purposes of this Agreement, **“Payroll Information”** shall mean all information posted for your review on the Service such as, the information used to calculate and pay employee payroll, track your defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies (including your employment tax deposit schedule), produce payroll tax returns and W-2 statements and print checks on your account (if applicable). You must correct incorrect or missing Payroll Information, either by itself or by notifying RABco in the manner specified in the electronic communication and within the time period specified therein. You are fully responsible for the accuracy of all information you provide, submit and/or approve, including, without limitation any IRS or other penalties and/or interest arising therefrom.

You agree that by submitting each payroll (including the first payroll): (i) you have approved all Payroll Information, (ii) you have represented and warranted to RABco that no Payroll Information submitted to RABco will result in Entries that would violate the sanctions program of the Office of Foreign Assets Control of the U.S. Treasury or any other applicable laws or regulations, (iii) you have waived and released any claim against RABco arising out of any errors in the Payroll Information which you have not yourself corrected or have not requested RABco to correct, and (iv) any subsequent request for corrections will be considered special handling and additional fees may be charged. Final audit responsibility rests with you. RABco will not have any responsibility for verifying the accuracy of any data you provide or directly input via the Service or any other method.

RABco may permit, but shall not be obligated to permit your Payroll Administrator or other a designated representative to communicate with RABco by electronic mail or other means about the Service. You acknowledge that any such electronic mail communication or other means of communication will be made available for your benefit and convenience, that any Payroll Information, Entries or other instructions communicated to RABco will be deemed to have been fully authorized by you and you shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, RABco may in its sole discretion refuse to accept or act upon any such instructions.

RABco, its employees and agents will hold in strict confidence all data furnished by you or produced by RABco under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if RABco, its employees and agents release the data because of a reasonable belief that you have consented to such disclosure.

5. Payroll Authorizations

RABco will verify the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries (each, a **"Payment Order"**) to be originated by RABco using the authorization procedures described herein. RABco does not verify or review Payment Orders for the purpose of detecting any errors. You will be bound by any Payment Order received and verified by RABco in compliance with the designated authorization procedure, and you shall indemnify and hold RABco harmless from and against any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such procedures.

If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if you identify a person different from the named receiver or (ii) RABco may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, RABco may in its sole discretion refuse to accept or may return the Payment Order.

6. Bank Account Debiting

On or prior to your payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, you authorize RABco to initiate debit entries to your designated bank account specified by you through the Service in such amounts as are necessary to (i) fund your direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay your payroll taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to RABco, and (v) verify your Bank Account through a test deposit or debit authorization, and (vi) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until RABco has received written notice from you of termination in such time and such manner as to afford RABco and your Bank a reasonable opportunity to act upon it. You will maintain in your Bank Account as of the

applicable settlement date and time immediately available funds sufficient to cover all credit entries you originate through RABco. Your obligation to pay RABco for each credit entry matures at the time RABco transmits or otherwise delivers the credit entry to the Automated Clearing House ("**ACH**") or gateway operator and is unaffected by termination of the Service. RABco may set off against any amount it owes to you in order to obtain payment of your obligation as set forth in this Agreement. You acknowledge that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

If you do not have sufficient funds in your Bank Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if you refuse to pay, RABco may (i) debit the Payroll Tax Account or any other account owned in whole or in part by you to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become your sole responsibility, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. RABco may assess finance charges on any amounts owing and unpaid ten (10) days after demand. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by law, whichever is less. RABco may recover from you any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees RABco may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

7. Ach Origination

The Service will enable you to enter the Payroll Information and to approve and submit it to RABco for creation, formatting and transmission of Entries in accordance with the ACH Rules (as defined below). RABco may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the ACH Rules or with respect to which your Bank Account does not contain sufficient available funds to pay for the Entry. If any Payroll Information or Entry is rejected, RABco will make a reasonable effort to notify you promptly so that you may correct such Payroll Information or request that RABco correct the Entry and resubmit it. A notice of rejection will be effective when given. RABco will have no liability to you by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from RABco's failure to provide notice. If you request that RABco repair an Entry on your behalf, RABco may attempt to do so; provided, however, that RABco will not be liable for its failure to make any requested repair.

You will have no right to cancel or amend any Payroll Information received by RABco after it has been approved by your Payroll Administrator and submitted to RABco. RABco will use

reasonable efforts to act on such request prior to transmitting the Entries to the ACH or gateway operator, but will have no liability if the cancellation or amendment is not affected. You will reimburse RABco for any expenses, losses or damages RABco may incur in effecting or attempting to affect your request. Except for Entries created from Payroll Information that have been reapproved and resubmitted by you in accordance with the requirements of this Agreement, RABco will have no obligation to retransmit a returned Entry to the ACH or gateway operator if RABco complied with the terms of this Agreement with respect to the original Entry.

RABco will process the Payroll Information and Entries in accordance with its then current processing schedule, provided (i) the Payroll Information is approved by your Payroll Administrator and received by RABco no later than your applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If RABco receives approved Payroll Information after the cut-off time, RABco will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, RABco will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by RABco which is on a business day on which the ACH is open for business.

Origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Entries must be in accordance with the Operating Rules of the ACH in which RABco is a participant and, with respect to credit entries which constitute Payment Orders, Article 4A of the Uniform Commercial Code as adopted in the state whose law governs this Agreement, as both are varied by this Agreement, and as both are amended from time to time (the **"ACH Rules"**). You acknowledge that you have had an opportunity to review and agree to comply with and be bound by the ACH Rules and all future amendments.

Any credit RABco gives to you is provisional until RABco receives final settlement and the Entry for which credit was given is deemed to be finally paid as provided in this Agreement, the ACH Rules and all laws, rules and regulations governing any aspect of the Entry, including the laws, rules and regulations of the country to which the Entry was sent. If RABco does not receive final settlement, it is entitled to a refund from the credited person and you will not be deemed to have paid that person. Upon request, RABco will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor your request. You agree to reimburse RABco for any expenses incurred in attempting to honor such request.

You expressly acknowledge that RABco does not intentionally or knowingly engage in or support International ACH Transactions (“IATs”), as defined in the Operating Rules of the National Automated Clearing House Association (“NACHA Rules”). You represent and warrant that (i) the direct funding for the Entries originated by RABco on behalf of you does not come from or involve a financial agency office that is located outside the territorial jurisdiction of the United States; (ii) you will not instruct RABco to create, originate or transmit Entries that are IATs or Entries using a Standard Entry Class Code (as defined in the NACHA Rules) other than IAT if such Entries are required to be IATs under the NACHA Rules; and (iii) you will not engage in any act or omission that causes or results in RABco creating, originating or transmitting an IAT or a payment that should have been categorized as an IAT pursuant to the NACHA Rules. RABco may, in its sole discretion, temporarily or permanently suspend providing the Service to you, without liability, if RABco has reason to believe that you have breached any of foregoing representations and warranties in this paragraph. You acknowledge that you are the originator of each Entry and that under the ACH Rules, RABco makes certain warranties with respect to each Entry. You agree to reimburse RABco for any loss RABco incurs, including its reasonable attorneys’ fees and legal expenses, as the result of a breach of a warranty made by RABco unless the breach resulted solely from RABco’s own gross negligence or intentional misconduct. You acknowledge that under the ACH Rules, RABco indemnifies certain persons. You agree to reimburse RABco for any loss RABco incurs, including its reasonable attorneys’ fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from RABco’s own gross negligence or intentional misconduct.

8. Taxes; Liability

In order to use the Service, you must submit accurate wage and payroll information to RABco during the enrollment process. RABco will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. RABco shall only file tax returns on your behalf once you have processed your payroll through the RABco platform. The wage and payroll information must be reconciled with your payroll tax returns for the current calendar year and your wage and payroll tax information for the current quarter. Thereafter, you shall timely and accurately update all wage and payroll information as necessary to reflect changes and respond with additional information requested from time to time by RABco. It is your responsibility to submit complete and accurate information to RABco in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by you will be your sole responsibility. You further agree to hold RABco harmless from such liability. RABco, at its option, may decide not to file your payroll tax returns, pay your payroll taxes or otherwise process your payroll if

there are any unresolved problems with any information requested by RABco or submitted by you. RABco's sole liability and your sole remedy for RABco's negligent failure to perform the payroll tax portion of the Service shall be (i) RABco will remit the payroll taxes received from you to the appropriate taxing authority and (ii) RABco will reimburse you any penalties resulting from such negligent error or omission by RABco.

You are responsible for: (i) depositing any FICA, Federal, State and Local withholding liabilities incurred to date (before the payroll processing with RABco); (ii) submitting any payroll returns to tax agencies (state, federal, and/or local) that are now due; and (iii) cancelling any prior payroll service or leasing agency.

9. Services Fees and Charges

You agree to pay the fees for the Service in accordance with applicable fee schedule. You agree to reimburse RABco for any sales, use and similar taxes arising from the provision of the Service that any federal, state or local governments may impose. RABco may charge additional fees for exceptions processing, setup and other special services. RABco reserves the right to change the schedule of fees from time to time. You will be notified of any change in fees at least 30 days in advance of the effective date. If a fee increase or change to this Agreement is not acceptable, you may cancel the Service as provided herein prior to the time when it takes effect. Your continued use of the Service constitutes your agreement to those changes. If RABco is unable to collect fees due because of insufficient funds in your Bank Account or for any other reason, you must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees or charges for return items, plus interest at the lesser of 18% annually or the maximum allowed by law, plus attorney's fees and other costs of collection as allowed by law. In addition, RABco may suspend the Service or terminate this Agreement and avail itself of any other available remedy. RABco also reserves the right to make any appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

10. Proprietary Rights

RABco owns all worldwide right, title and interest in and to the Service and the website, applications and software platform that RABco uses to provide the Service ("**RABco IP**"). This Agreement does not convey any proprietary interest in or to any RABco IP or rights of entitlement to the use thereof except as expressly set forth herein. You acknowledge and agree that the fees paid pursuant to this Agreement apply only to the use of the Service by you. Any feedback, comments and suggestions you may provide for improvements to the

Service ("**Feedback**") is given entirely voluntary and RABco will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.

11. Disclaimer

Your use of the Service is entirely at your own risk. RABco is not in the business of providing legal, tax, financial, accounting, employment, or other professional services or advice. You should consult a professional trained in those areas if you need such assistance. The Service is provided "AS IS" and on an "AS AVAILABLE" basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RABCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY INFORMATION OR CONTENT IN OR LINKED TO THE SERVICE. RABCO DOES NOT WARRANT THAT THE SERVICE WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. If the exclusions for any implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of delivery of the Service.

12. Term; Termination

The Service shall be in effect for an initial term of one (1) year, commencing on date of signature. The Service shall continue in full force and effect, with all of the same terms as during the initial term, for subsequent like terms unless not less than ninety (90) days before the end of any such initial or subsequent successive like term. Tenant gives notice of termination (which may be given by email or through a notice in your account), unless termination is for cause. RABco may terminate or temporarily suspend your access to the Service in the event that: (i) you breach any material provision of this Agreement that, (if it is capable of being cured) is not cured within 10 days from notice to you (5 days in the case of non-payment); or (ii) RABco determines that your actions are likely to cause legal liability for RABco or that you have misrepresented any data or information required by RABco in connection with the Service or at any other time. RABco may immediately terminate this Agreement without notice to you if you file, or have filed against you, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect your or RABco's rights with respect to transactions which occurred before termination. Upon any termination of the Service, your right to access and use the Service will automatically terminate, and you may not continue to access or use the Service. RABco will have no liability for any costs, losses, damages, or liabilities arising out of or

related to RABco's termination of this Agreement. Sections 6 through 18 will survive and remain in effect even if the Agreement is terminated, cancelled or rescinded.

13. Indemnity; Limitation of Liability

You agree to indemnify, defend and hold RABco and its agents, contractors, services providers and affiliates (each, an **"Indemnified Party"**), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses (including, without limitation, reasonable attorneys' fees incurred in connection with such claims) made by you or others resulting from, arising out of or related to (i) any acts or omissions by you, your Payroll Administrator and/or any other authorized users, or (ii) RABco's or any other Indemnified Party's use of or reliance on information and data furnished by you or resulting from activities that RABco or any other Indemnified Party undertakes at your request, or at the request of anyone RABco or any other Indemnified Party believes in good faith to be your authorized agent, in providing the Service or otherwise in connection with this Agreement. In no event will RABco's or any other Indemnified Party's liability for any act or omission relating to the Service exceed the total charge for services provided for the six (6) month period immediately preceding such act or omission by RABco. IN NO EVENT WILL RABCO OR ANY OTHER INDEMNIFIED PARTY HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION OR WHETHER RABCO OR ANY OTHER INDEMNIFIED PARTY KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

14. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. You irrevocably submit (for yourself and in respect of your property and business) to the jurisdiction of any state or federal court sitting in Los Angeles County, California, in any action or proceeding arising out of, or relating to, this Agreement and acknowledge and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. You also agree not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. You waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

15. Early Termination Charges

Upon early termination of all or a portion of the Service pursuant to Section 12, the Recipient shall pay to the Provider early termination charges equal to the greater of \$250 or your previous 3 months payroll service fees. All such termination charges shall be due and payable to the Provider in immediately available funds within forty-five (45) days of the Recipients receipt of any invoice therefor.

16. Alternative Dispute Resolution

Notwithstanding any other provision in this Agreement, if either you or RABco have any unresolvable dispute, controversy or claim, whether founded in contract, tort, statutory or common law, concerning, arising out of or relating to this Agreement or the Service, including any claim regarding the applicability, interpretation, scope or validity of this arbitration clause and/or this Agreement (a "**Claim**") and upon the demand of either party, it will be settled by individual (not class or class-wide) binding arbitration administered by the American Arbitration Association (AAA) in accordance with the then current Commercial Financial Disputes Arbitration Rules, including any expedited procedures. A demand that a Claim be submitted to arbitration may be made before the initiation of any legal proceeding or within ninety (90) days following the service of a complaint, third-party complaint, cross-claim or counterclaim and if a party in a pending legal proceeding demands a Claim to be submitted to arbitration, the party initiating the action will immediately dismiss the legal proceeding and file the claim in arbitration. Arbitration hearings will be held in a mutually agreeable location or if no such agreement can be reached, the city where the dispute occurred. A single arbitrator will be appointed by the AAA and shall be a practicing attorney or retired judge having experience with and knowledge of payroll and online commerce law. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including attorneys' fees and expert witness fees. A judgment on the award may be entered by any court having jurisdiction. The parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement.

17. Changes to the Service

RABco reserves the right to change the terms, conditions, and services at any time, which will be effective when posted on the Service or when you are notified by other means. RABco will try to, but is not obligated to, provide thirty (30) days prior notice of any such material change. If you do not wish to be bound by such change, you may discontinue using

and terminate the Service before the change becomes effective. Your continued use of the Service after the change becomes effective, indicates your agreement to the change.

18. General

This Agreement constitutes the entire agreement between RABco and you regarding the Service and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. This Agreement may be modified only by a written amendment signed by the parties or as otherwise provided herein. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You may not assign this Agreement without the prior written consent of RABco. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

RABco Payroll Services, Inc.

APPROVED:

<Contact Name>

Date

Check Signing Authority

<Contact Name>

Date