

PAYROLL EMPLOYER AGREEMENT

This Payroll Employer Agreement ("Agreement") is dated as of _____, 200_ and is made among Rapid Financial Services, LLC ("Rapid"), ITC Financial Services, LLC, a Delaware limited liability company ("ITCFS"), and the undersigned party ("Customer"). The parties hereby agree as follows:

1. **ENGAGEMENT.** Customer hereby engages Rapid and ITCFS to provide stored value card payroll services ("Services") by which Customer will make electronic cash disbursements to stored value cards ("Cards") held by certain of Customer's employees ("Cardholders") for purposes of Customer making payments of its payroll obligations to the Cardholders. From and after an implementation date specified by Rapid and ITCFS (the "Implementation Date"), Rapid and ITCFS shall use commercially reasonable efforts to provide the Services to Customer. Rapid and ITCFS assumes no liability for Services prior to the Implementation Date. Customer acknowledges and agrees that Rapid and ITCFS may engage third parties to provide certain services in connection with this Agreement ("Third Party Providers").

2. **USE OF CARDS.** Customer understands that the Cards are the property of the Financial Institution and shall be subject to cancellation by the Financial Institution at any time by written notice. Upon receipt of any such notice of cancellation, Customer shall return all such cancelled Cards, if any, in its possession to the Financial Institution or ITCFS

3. **INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective members, managers, officers, directors, shareholders, agents, and representatives against damages and costs (including attorneys' fees, penalties, ACH reissuance charges and interest) relating to any claim by any third party arising from or relating to: (a) such party's violation of any applicable law, regulation or other legal obligation; (b) such party's breach of any of its representations, warranties, covenants or agreements under this Agreement; and (c) the other party's compliance with any instructions of such party provided under this Agreement. In addition, Customer shall indemnify, defend and hold harmless Rapid and ITCFS and its affiliates and their respective members, managers, officers, directors, shareholders, agents, and representatives against damages and costs (including attorneys' fees, penalties, ACH reissuance charges and interest) relating to any claim by any third party arising from or relating to any charge backs (which ITCFS is hereby authorized to make) with respect to amounts that ITCFS advanced to Customer's employees and which Customer failed to provide to ITCFS.

4. **LIMITATION OF LIABILITY.** Rapid and ITCFS, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE TO CUSTOMER OR CARDHOLDERS FOR (i) ANY ACTS OR OMISSIONS OF CUSTOMER, THIRD PARTIES OR THIRD PARTY PROVIDERS, OR THEIR EMPLOYEES OR AGENTS, INCLUDING FOR THEIR NEGLIGENCE OR MALFEASANCE, OR (ii) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, IN EACH CASE WHICH MAY ARISE IN CONNECTION WITH THE SERVICES, WITH ITCFS'S EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER Rapid or ITCFS HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING. IN NO EVENT SHALL Rapid or ITCFS'S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR CARDHOLDERS OR ANY OTHER PARTY RELATING TO THE SUBJECT MATTER HEREOF EVER EXCEED TEN THOUSAND DOLLARS (\$10,000.00), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE. Customer understands the limitation of Rapid and ITCFS's liability in the preceding sentence to be a reasonable allocation of risk and expressly consents to such allocation of risk. Neither party may assert any cause of action against the other party under this Agreement that accrued more than two (2) years prior to the filing of the suit alleging such cause of action. Each party shall have the duty to mitigate damages for which the other party may become responsible.

5. **CONFIDENTIALITY.** Each party acknowledges that, during the performance of this Agreement, such party may have access to certain trade secrets (as defined under Georgia law, "Trade Secrets") and confidential information of the other party. The recipient shall hold such Trade Secrets and confidential information (collectively, "Proprietary Information") in strict confidence and shall not directly or indirectly distribute, reveal, publish, disclose, cause to be disclosed or otherwise transfer the Proprietary Information

to any third party or utilize the Proprietary Information for any purpose whatsoever other than as specifically authorized by the disclosing party. Notwithstanding the foregoing, the recipient may make the Proprietary Information available to its full time employees who have a need to know such information for the purposes hereof and who are obligated to recognize the proprietary and confidential nature of the Proprietary Information and comply with the nondisclosure obligations set forth herein. With regard to the Trade Secrets, these obligations shall continue for so long as such information constitutes a Trade Secret as defined under Georgia law. With regard to confidential information that does not constitute a Trade Secret, these obligations shall continue through the term of this Agreement and for a period of three (3) years thereafter.

6. **TERM AND TERMINATION.** This Agreement will become effective on the date executed by the last party to execute this Agreement and shall remain in effect until terminated in accordance with this Section 6. Either party may terminate this Agreement for any reason or no reason, with or without cause, upon thirty (30) days prior written notice to the other party. In addition, either party may terminate this Agreement immediately upon written notice to the other party if: (i) the other party commits a material breach of any term or condition of this Agreement; (ii) the other party is dissolved or liquidated or a trustee or receiver is appointed for such party; (iii) bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, are commenced against such party; or (iv) the other party makes an assignment for the benefit of creditors. Upon termination of this Agreement, Customer shall immediately return to Rapid or ITCFS all Cards, if any, in its possession and shall certify in writing to Rapid and ITCFS that Customer has complied with the provisions of this Section 6. The provisions of Sections 5 through 7 of this Agreement shall survive any termination or expiration of this Agreement. Upon termination of this Agreement for any reason, all fees and charges to be paid by Customer to Rapid or ITCFS shall immediately be due and payable.

7. **MISCELLANEOUS.** The parties are acting as independent contractors, and this Agreement will not cause any party to be the agent or legal representative of the other party. Neither party may assign this Agreement or its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party and its successors and permitted assigns may assign this Agreement (i) to any party controlling, controlled by or under common control with them or (ii) to any successor of all or substantially all of their business by way of merger, consolidation, sale of assets or other form of acquisition or reorganization. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to its principles and rules governing conflicts of laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Customer:

BY: _____
NAME: _____
TITLE: _____

RAPID FINANCIAL SERVICES, LLC

BY: _____
NAME: _____
TITLE: _____

ITCFS:

ITC FINANCIAL SERVICES, LLC

BY: _____
NAME: _____
TITLE: _____