

SERVICE AGREEMENT by and between

_____, (the "Employer") and Right On The Money LLC

Terms and Conditions

Employer authorizes Right On The Money LLC to process payroll, to file and sign forms related to that payroll, to file new hire reports, prepare paper and/or electronic checks, to collect electronically the payroll tax and benefit liabilities and payroll fees each pay period into an account maintained by Right On The Money LLC for payment as due to the taxing authorities and benefits managers. Funds held in accounts by Right On The Money LLC may earn interest or dividends and the Employer agrees that all interest or dividends earned shall be the property of Right On The Money LLC. Employer authorizes Right On The Money LLC to provide payroll related information to any entities as required by law including but not limited to taxing authorities, Employer's benefit managers and insurance auditors.

Right On The Money LLC Responsibilities

Right On The Money LLC assumes responsibility for penalties and fees assessed on the Employer if the charge is due to our error. We assume no responsibility for penalties due to inaccurate, incomplete or tardy information or late funding by the Employer or its representatives. We do not claim responsibility for penalties due to Employer's errors or legal violations. We are under no obligation to notify the Employer of violations of the law or of noncompliance with this agreement.

We shall use due care in processing Employer's work. In the event of an error or omission our sole responsibility will be to correct said error. We reserve the right to hold all work and records in the event of default by the Employer.

Employer Responsibilities

In order to pay the Employer's employees, Employer shall provide Right On The Money LLC, at a minimum, the employee's name and address, social security number, amount of payment and identification of an account into which the funds are deposited to pay employees. Funds for said payroll are required to be deposited and available 48 hours before the payday. If Employer is uncertain of timely availability of funds they must inform Right On The Money LLC prior to initiating any payroll. In the event of insufficient or otherwise unavailable funds, The Employer will promptly reimburse Right On The Money LLC for the full cost of the payroll plus any additional fees incurred with a minimum of a \$50 fee plus 18% interest compounded daily. Right On The Money LLC may also charge the Employer for any other costs necessary to collect the debt, including, without limitation, Right On The Money LLC's attorney's fees and costs of collection and those fees, costs and damages. Right On The Money LLC may: a. reverse any deposit or payment made to an employee or other person or entity; b. freeze any other funds without notice to the Employer or employee; c. revoke Employer's ACH privileges; and/or terminate this agreement immediately and without prior notice upon any such event. In the event of a debit return or NSF, the Employer may be required to WIRE the funds directly to the account(s) identified by Right On The Money LLC within forty eight (48) hours of notification by Right On The Money LLC. Additional charges imposed by the Employer's bank are separate from Right On The Money LLC charges and are the Employer's responsibility.

Right On The Money LLC has entered into an agreement regarding its use of electronic transactions using the Automated Clearing House System (ACH), in which it agrees to be bound by the National Automated Clearing House Association (“NACHA”) Operating Rules that are in effect at any given time as part of its provision of payroll services. Right On The Money LLC may not transmit entries that violate US Law. Right On The Money LLC agrees to limit ACH entries to PPD for the purpose of providing payroll services to the Employer. By signing this agreement, Employer hereby agrees to also be bound by those rules. The financial organizations processing ACH services for Right On The Money LLC may request identifying information about the Employer, who authorizes Right On The Money LLC to provide such information. Right On The Money LLC has the right to audit any ACH Originator with whom it has contracted in order to insure compliance with their operating agreement and NACHA rules.

Credit History. Right On The Money LLC is authorized to request and obtain a credit, financial or identity history (and any follow up reports) for Employer and or its employees from any reporting agency or company selected by Right On The Money LLC. This agreement or a copy thereof shall serve as authorization for the release of this information to Right On The Money LLC.

Corrective Entries. Employer hereby authorizes Right On The Money LLC to make corrective reversal entries in accordance with the operating rules of NACHA to correct such errors as may arise. “Error” as contemplated by this provision shall include, without limitation, circumstances under which credit entries to the employee would result for whatever reason in an overdraft upon the account of Employer or Right On The Money LLC’s Bank or when an employee has been paid incorrectly for any reason.

Entire Agreement. The parties agree that this Agreement is the entire agreement between the parties and replaces and supersedes any prior agreements, discussions and understandings of any manner between the parties. Any amendment, modification, change or supplement to this Agreement by Right On The Money LLC shall be binding upon the Employer.

Termination. Right On The Money LLC may immediately terminate this agreement for cause. For purposes of this agreement “cause” shall mean a material breach of the terms and conditions of this Agreement by the Employer. Except as otherwise set forth herein, this Agreement may be terminated by either party upon thirty (30) days’ prior written notice to the other.

Employer Signature

Date