

Pay Card Service Agreement

Customer Name: _____

Street Address: _____

City, State, Zip: _____

Federal Tax Id #: _____

Business Type: Corporation LLC
 Partnership* Sole Proprietorship*

*For Partnerships and Sole Proprietorships, provide owner names and social security #s:

This Agreement relates to the Pay Card Service (the "Service") provided by Comdata Network, Inc. in cooperation with Damian Services Corporation.

DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings set forth as follows:

- (a) "Agreement" means this Pay Card Service Agreement, together with any exhibits, schedules and attachments.
- (b) "Business Day" means any day that is not a Saturday, Sunday or legal holiday and on which banking institutions in the city of Nashville, Tennessee are open for business.
- (c) "Card" means the MasterCard debit card / Pay Card.
- (d) "Cardholder" means an employee of Customer who has been provided a Card for receipt of the employee's net wages from the Customer.
- (e) "Comdata" means Comdata Network, Inc., a Maryland corporation.
- (f) "Company" means Damian Services Corporation, an Illinois Corporation.
- (g) "Customer" means a U.S. based temporary staffing company that is a customer of Company.
- (h) "Issuing Bank" means the MasterCard member that issues the Cards for the Program. Initially, the Issuing Bank will be Regions Bank.
- (i) "Networks" means the MasterCard CIRRUS, Maestro and debit networks, or substitute networks through which the Cards are accepted.

The Service is a funds distribution service whereby Company's customers may distribute payroll to their employees. Funds are distributed by means of Cards, which access the Networks.

The Cards are issued by Issuing Bank and serviced by Comdata. The Service is provided in accordance with Network rules, and Customer's use of the Service is subject to approval for conformance with Network rules. The Service may be modified from time to time as necessary to remain in compliance with Network rules and applicable laws.

Customer's fees for use of the Service are as set forth in the separate contract between Customer and Company. Customer understands and agrees that Cardholders will be subject to fees that will be deducted from their Card balances.

Customer is responsible for, and hereby represents, warrants and covenants that it will: (i) verify the legal identity of each Cardholder, and comply with the regulations of the Office of Foreign Assets Control, and (ii) provide each Cardholder a schedule of the fees that the cardholder may incur in connection with the Card.

For purposes of this Agreement, the parties acknowledge and agree that the Cards are "payroll card accounts" as defined in Regulation E (12 CFR Part 205). Customer represents, warrants and covenants as follows:

(i) Customer will not distribute payroll to employees via Cards without obtaining each employee's consent using the Pay Card Consent Form in the form attached hereto, and providing each employee a copy of the Pay Card Cardholder Agreement (the form of which will be provided to Customer during the implementation process) and signed Consent Form.

(ii) Customer will retain the original Consent Form for each employee and will provide a copy to Company or Comdata upon request.

(iii) Customer is solely responsible for compliance with all applicable federal, state and local laws, rules and regulations relating to payroll, compensation and employment matters, including, without limitation, proper withholding, and timely remittance of, any and all taxes related thereto (e.g., local, state and federal income, payroll or social security taxes), and Customer agrees to indemnify and hold harmless Comdata and its affiliates, Issuing Bank and its affiliates, Company and their respective officers, directors and agents, from any and all liabilities, including interest and penalties, which are or may be imposed on any of them pursuant to any such laws. Customer's obligations under this subsection shall survive the termination or expiration of this Agreement, regardless of whether any such liabilities arise before or after the effective date of any such termination or expiration.

Company, Comdata and their designees have the right to audit Customer for compliance with the terms of this subsection (iii) during reasonable business hours and with advance notice at no cost to Customer.

Customer accepts full responsibility for the use of Cards, passwords or other security codes and procedures (to access the pay card systems) that are in Customer's possession or control. Customer shall notify Comdata and Company immediately by telephone of any loss, theft, unauthorized use or fraudulent use of such Cards, passwords or other security codes or procedures and shall be fully responsible for the unauthorized or fraudulent use thereof until such time as Comdata has received such notification from Customer.

Customer shall encourage Cardholders who stop getting funds distributed through the Service to use their remaining Card balances in a timely manner.

Customer agrees and covenant that it shall not, during the term of this Agreement or at any time after the termination or expiration hereof, use or disclose to any third party the rates, terms and conditions of this Agreement, the confidential and proprietary information of Comdata, Company or Issuing Bank, including, but not limited to the pay card system technical information and the processes and procedures of the pay card system. Customer will appoint designated representatives to have authorized access to Customer's account with Comdata. Such representatives shall access the account only as required to administer Customer's Card program and for no other purpose. Customer acknowledges and agrees that transaction information, including, without limitation, Card numbers and data gathered at the point-of-sale, is confidential, and Customer shall not divulge this information to any other person or entity. The provisions of this section shall not apply to disclosures required by law.

Comdata, Company and Issuing Bank shall not be liable for any failure of the Service due to acts of God, acts of government or the Networks or regulatory bodies which significantly inhibit or prohibit the Service, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Comdata. IN NO EVENT SHALL COMDATA, COMPANY OR ISSUING BANK BE RESPONSIBLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THEY WERE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA, COMPANY AND ISSUING BANK MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer shall indemnify and hold harmless Comdata and its affiliates, Company, Issuing Bank and its affiliates, and their respective officers, directors and agents, from any and all claims for damages, losses or liabilities arising from the negligent and willful acts or omissions of Customer, its employees or agents, or from the material breach by Customer of this Agreement. For purposes hereof, any person who is given authorization by Customer to use Cards, codes, passwords or other security codes or procedures to access the pay card system, shall be deemed an employee or agent of Customer.

Customer shall not issue any press release or disseminate similar publicity or other information regarding this Agreement or the Service or utilizing the trademarks, service marks, trade names or logos of Company , Comdata, Issuing Bank or the Networks, including, without limitation, web site information instructional or marketing materials or brochures, without the express prior written approval of Company, Comdata, Issuing Bank or the Networks, as appropriate.

Customer acknowledges and agrees that Comdata and Company are only providing services under this Agreement as independent contractors.

Upon reasonable request, Customer agrees to promptly complete and deliver such further documents as necessary or appropriate related to providing the Service.

In the event of any future changes to laws, regulations or the interpretation thereof or changes in the pay card program operational procedures, which changes impact provision of Services, Comdata or Company will notify Customer in writing of the changes as well as any modifications required as a result thereof.

This Agreement shall remain in effect unless terminated as set forth herein. This Agreement may be terminated immediately in the event that the Networks prohibit the Service, the Issuing Bank ceases to be a Network member or the Issuing Bank ceases to be the Card issuer, provided that Comdata or Company shall endeavor to provide Customer with advance notice of any such event. This Agreement also may be terminated if there has been no activity on Customer's account for a period of one year or longer. This Agreement may be terminated upon thirty (30) days prior written notice with respect to any individual state or jurisdiction if it is demonstrated, with documentary support, that changes in applicable laws or regulations or the interpretation thereof will make the Service not commercially feasible. This Agreement will automatically terminate upon the termination of the agreement between Comdata and Company.

Termination or modification of this Agreement shall have no effect on the separate contract between Company and Customer. No modifications to this Agreement may be made without written approval of Comdata. This Agreement sets forth the entire terms and provisions relating to the Service.

By signing below, the Customer hereby acknowledges and consents to the terms of this Pay Card Services Agreement.

Agreed, Acknowledged and Accepted:

Customer: _____

By: _____

Name: _____

Title : _____

Address for Notices:

