



ACH AUTHORIZATION RELEASE
PrimePay, LLC
Auto-Debit Automatic Payment Service

Employer Name: _____

hereby authorizes PrimePay and my financial institution to automatically deduct from the checking account as noted below all future payments for my PrimePay invoices. I understand that both PrimePay and my financial institution reserve the right to terminate this authorization and my participation therein. I understand that I will be assessed a \$50.00 NSF fee in the event of a returned auto debit. If I choose to terminate this authorization, I will notify PrimePay immediately in writing.

PrimePay Account Name: _____

PrimePay Account Number (first four digits of an invoice number): _____

Financial Institution Name: _____

Routing Number: _____

Bank Account Number: _____

Information Provided By: _____

(Please print your name.)

Authorized Signature: _____

Title: _____ **Date:** _____

Note: Auto Debit will be in effect following your next invoice and will be drawn on the 10th of each month.

Please return this Agreement and all related forms by e-mail or fax to your designated PrimePay contact.



THIRD PARTY BILLING AGREEMENT

Client has made arrangements with Payer to assume responsibility for service fees as outlined in the “Client Service Agreement.” The purpose of this Third Party Billing Agreement (“Billing Agreement”) is to establish terms and conditions with respect to payment of such charges.

This is an arrangement between the Client and the Payer. It is not an agreement between Client and PrimePay LLC, and Client agrees to comply with all other conditions and obligations as outlined in the Service Agreement. The Client is ultimately responsible for payment of services. Furthermore, payment of services does not imply disclosure of confidential information, and Client must authorize PrimePay to disclose any confidential information to the Payer.

Payer agrees to assume full responsibility for payment directly to PrimePay LLC for services provided under the Service Agreement. Client acknowledges such assumption by Payer, and Payer agrees to promptly notify PrimePay LLC if the arrangement between Client and Payer described in this Agreement is terminated. Payer acknowledges its continuing responsibility for payment of all such charges incurred prior to the date notice of such termination is received by PrimePay LLC.

If PrimePay LLC is notified by Payer of termination of the arrangement described in this Agreement, PrimePay LLC will continue to provide administration service to Client through the Term stated in the Service Agreement, and Client will be responsible for payment of all applicable charges.

If Payer fails to make any payment under this Agreement when due, PrimePay LLC may notify Payer and Client that it is terminating the arrangement described in this Agreement, and discontinue providing service to the Client unless Client acknowledges and accepts responsibility for payment of all charges for its receipt of such Information thereafter.

Client Name		Payer Company Name	
		Payer FEIN	
Company Address		Payer Billing Address	
Accepted By	On this Date	Accepted By	On this Date
Print Name	Title	Print Name	Title
Phone Number	Email Address	Phone Number	Email Address

Please return this Agreement and all related forms by e-mail or fax to your designated PrimePay contact.



Wrap Plan and SPD Service Agreement

1. Service Fee. Client shall pay Company in accordance with the fees and charges set forth on Page 1 of this Agreement. Company shall invoice Client annually for such fees and charges and Client shall pay all amounts due under such invoice within thirty (30) days of receipt of such invoice. If any invoiced amounts are not paid when due, a late charge of 1.5% per month or the highest late charge allowed by law, whichever is less, shall apply to such unpaid amounts from the due date until paid in full.
2. Additional Services. If, following the Effective Date as set forth in the Recitals to this Agreement on page 1 above, Client requests Company to provide any services in addition to the services set forth in this Agreement then Client shall notify Company and Company shall prepare a revised Page 1 amending this Agreement so as to reflect the additional services, any related changes in the obligations of the parties and the corresponding change (if any) to Client's applicable fees and payment obligations. The provision of additional services will be subject to Company's then available resources and pre-existing commitments, and there is no implied obligation under this Agreement to provide additional services. Company shall provide such additional services as of the first day of the first calendar month following the execution of the amendment adding such additional services, unless otherwise specified in the amendment.
3. Duties of Company. Client accepts the following responsibilities with respect to the Plan(s):
 - a) Client serves as Plan Administrator and Fiduciary as described under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, and maintains authority to establish, waive, alter, or modify any of the Plan's terms and conditions. Client exercises all discretion, control and authority over the available benefits. Client will establish eligibility requirements in order for employees to participate in the Plan, and these eligibility requirements must be consistent with its Plan Document.
 - b) As Plan Fiduciary, Client ensures the Plan Documents, Summary Plan Description, Summary of Benefits and Coverage, and any other documentation related to the Plan are appropriately completed, maintained and, if appropriate, distributed to participants in compliance with applicable laws and regulations.
 - c) Client distributes to participants any required documents such Plan Documents, Summary Plan Description, Summary of Benefits and Coverage, and any other documentation related to the Plan on a timely basis.
4. Term and Termination.
 - a) This Agreement shall commence on the Effective Date and shall continue for an Initial Term of one year. Following the Initial Term, this Agreement shall automatically renew for successive additional terms of one year each (each a "Renewal Term") unless either party gives written notice of nonrenewal to the other party as provided in section (b) below.
 - b) Either party may terminate this Agreement by giving written notice thirty (30) days in advance to the other party.
 - c) Upon the termination of this Agreement, Client shall pay all amounts due and outstanding within twenty (20) calendar days following such expiration or termination.
 - d) Client agrees that it shall have no right to withhold any payment due as a set-off against claims against Company and waives any such claim as a defense to termination by Company.
 - e) Notwithstanding any provision to the contrary, Company may terminate this Agreement and Service hereunder without penalty or liability upon written notice if in Company's sole discretion regulatory or legal developments or other factors beyond the reasonable control of Company render its performance hereunder impracticable or impossible.
5. Rights and Obligations after Expiration or Termination.

Upon termination of this Agreement, Company shall have no further obligation to provide any Services listed in this Agreement to Client or its users.
6. Limitation of Liability; Limited Warranty. IN NO EVENT WILL COMPANY BE LIABLE FOR AN AMOUNT OF DAMAGES UNRELATED TO ANY FAILURE UNDER ERISA §§ 102 & 402 OR TITLE I REPORTING REQUIREMENTS (FORMS 5500 AND RELATED SCHEDULES). EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES HOWSOEVER INCURRED OR DESIGNATED, OR ANY LOSS OF PROFITS, EVEN IF COMPANY WAS INFORMED OF THE POSSIBILITY OF SUCH LOSS. ALL DOCUMENTS ARE PROVIDED BY COMPANY WITH THE WARRANTY THAT DOCUMENTS ARE COMPLIANT WITH ALL RELEVANT ERISA REPORTING AND DISCLOSURE PROVISIONS AS OF THE DATE THE DOCUMENTS ARE PROVIDED. COMPANY IS NOT RESPONSIBLE FOR GENERAL LEGAL FITNESS OR COMPLIANCE OF NECESSARY



UNDERLYING DOCUMENTS ("ATTACHMENTS" AS IDENTIFIED ON APPLICATION) INCLUDING, BUT NOT LIMITED TO, INSURANCE CONTRACTS, ASO AGREEMENTS, TPA AGREEMENTS, HRA PLAN DOCUMENTS, FSA DOCUMENTS OR 125 PLAN DOCUMENTS.

7. Indemnification.

- a) Client shall indemnify, defend and hold Company and its affiliates, and their respective investors, officers, directors, employees, agents, licensors, successors, and assigns (both parties and such additional persons are referred to as "Indemnified Parties") harmless from and against any and all costs, expenses, damages or losses, including, without limitation, reasonable attorney's fees (collectively "Losses") arising out of, relating to, in connection with or resulting from, any claim, demand, charge, action, cause of action or proceeding (collectively "Claims") that arise out of, relate to, are connected with or result from any actual or alleged act or omission of Client that is in any way related to this Agreement.
- b) Company shall indemnify, defend and hold Client and its Indemnified Parties harmless against any Losses to the extent arising out of Company's breach of any representation or warranty, or as a result of Company's negligence in the performance of its duties as set forth in this Agreement.
- c) In cases in which indemnification is sought, the Indemnified Party shall promptly notify the other party of any matters in respect of which the foregoing indemnity may apply and of which the Indemnified Party has knowledge, and give the other party the opportunity to control the response thereto and the defense thereof; provided however, that the Indemnified Party shall have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at the Indemnified Party's cost and expense.

8. Confidential Information.

- a) Both during and after the Term of this Agreement, Client shall hold for Company's benefit and shall not use or disclose to any third party any trade secrets, or confidential information, knowledge, or data relating to the subject of this Agreement or the System or related materials relating to the Company's operations or business, including, without limitation, pricing proposals or pricing agreements. This restriction will not apply to disclosure to Client's legal, tax or financial advisors provided those advisors are notified of this provision and agree to this confidentiality provision.
- b) Both during and after the Term of this Agreement, Company will hold any Client or user data in accordance with Company's privacy policy as

published on www.primepay.com, and Company will exercise the same prudent level of care it would exercise with respect to its own employee and user data, but no less than a reasonable standard of care, in maintaining the privacy, security and availability of such data.

- 9. Ownership Rights in Materials. All products, forms, procedures and other materials (the "Materials") utilized or made available by Company to Client in connection with any service performed under this Agreement are the sole property of Company and/or its licensors, and Client shall not acquire any right, title or interest in the Materials by use thereof in accordance with this Agreement. Client shall not license, market, copy, modify, sell or transfer any of the Materials, in whole or in part. Client acknowledges and recognizes that any breach of this section would result in irreparable harm to Company, and, accordingly, agrees that in addition to and not in lieu of all remedies available to Company by reason of such breach (at law or equity), Company shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence or continuation of such breach. Upon Company's request, Client shall promptly return all Materials to Company following the termination of this Agreement.

- 10. Ownership of Systems and Software. Company and/or its partners, licensors and vendors shall be the sole and exclusive owner of all right, title and interest (including, without limitation, all intellectual property rights) in and to the System and all software utilized by Company to perform the Services. Client shall not, and shall not permit any third party to, (i) modify, copy or otherwise reproduce the systems or software, (ii) remove, destroy or omit any copyright notices, legends, labels and other notices of proprietary interests appearing in or on any of the software, or (iii) attempt to decompile or reverse engineer the software. Except for the right to use the System as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to Client, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any software, literary works, other works of authorship, specifications, designs, and analyses, programs, documentation, reports, and similar work product owned by or provided through Company.

- 11. Relationship of Parties. Client and Company acknowledge and agree that Company is retained under this Agreement to assist Client, the Plan(s) and/or the plan administrator of the Plan(s) with their obligations to comply with documentation and disclosure regulations pertaining to their Plan(s), as required under ERISA, including but not limited to §§ 102 and 402, Form 5500 reporting requirements as well as PHSA, FMLA, USERRA, COBRA, TAA and HIPAA. These obligations are Client's obligations



and not Company's obligations and that Company is not a fiduciary under ERISA. The parties further acknowledge that Company is an independent contractor and not a joint venturer with or partner, agent or employee of Client, the Plan(s) or the plan administrator of the Plan(s). Nothing contained in this Agreement shall be deemed to permit either party to conduct business in the name of or on account of the other party, or to act on behalf of or bind the other party in any manner whatsoever, except for the taking of actions by Company on behalf of Client, the Plan(s) or the plan administrator of the Plan(s) in the fulfillment of Company's specific duties under this Agreement.

12. Reliance by Company. Company shall be fully protected in relying upon representations by Client set forth in this Agreement, related application, and communications made by or on behalf of Client in effecting its duties under this Agreement. Client represents that the signatory to this Agreement is authorized to enter into such Agreement on behalf of Client, the Plan(s) administrator(s) and/or the Plan(s).
13. Force Majeure. Company shall not be liable for failures or delays in performance which are caused by natural disasters, strikes, war, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of Company. Company shall be excused from performance under this Agreement for the duration of the effects of such circumstances.
14. Entire Agreement, Amendments and Modifications. This Agreement represents the entire agreement between the parties with respect of the subject matter hereto, and there are no oral or other written agreements or understandings between the parties affecting this Agreement, or related to the services to be provided by Company or duties undertaken by Client under this Agreement. This Agreement supersedes all previous agreements between the parties relating to administrative services. This Agreement may be amended only by a written agreement executed by Client and Company. Client may not assign this Agreement without the express written consent of Company.
15. No Third Party Beneficiaries. The parties do not intend to provide any rights to third parties under this Agreement.
16. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Delaware, except to the extent preempted by ERISA. If any provision of the agreement is held to be invalid by any court of competent jurisdiction, such finding shall not invalidate the remainder of the Agreement. With respect to any claim arising out of this Agreement,

(i) each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware, or the United States District Court, located in New Castle County, Delaware, and (ii) each party irrevocably waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and irrevocably waives any claim such suit, action or proceeding is brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. Notwithstanding the foregoing, Company may bring suit for non-payment of fees in any court of competent jurisdiction.