

**PAYROLL CARD PROGRAM  
EMPLOYER AGREEMENT**

This Payroll Card Program Agreement (the "Agreement") is entered as of \_\_\_\_\_, \_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Employer"), and TFG Card Solutions, Inc., dba SOLE Financial, an Oregon corporation ("SOLE"), hereinafter also referred to as "Party" or collectively "Parties".

**Whereas** SOLE is an independent sales organization of a payroll debit card program; and

**Whereas** the SOLE payroll debit card program ("Program") is sponsored by and subject to the principal oversight of the bank issuer ("Issuing Bank") of the stored value payroll cards (each a "Card"); and

**Whereas** Employer desires to offer SOLE Cards to its employees, (each a "Cardholder").

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the Parties agree as follows:

**1. Obligations and Representations of SOLE.**

**1.1. SOLE Program.** SOLE agrees to coordinate the issuance of Cards by the Issuing Bank with one or more of the features ("Card Features") as set forth in and agreement between Cardholder and Issuing Bank ("Cardholder Agreement"). Card Features will be subject to applicable fees and availability of Cardholder funds as outlined in Cardholder Agreement. Employer acknowledges and that Cardholder Agreement is between Cardholder and Bank, and is subject to change and modification at any time with a 30 day notice to Cardholder.

**1.2. Enhancements.** SOLE may from time to time implement new features (e.g. reward programs, etc.) or functional improvements, additions or modifications (each an "Enhancement(s)") in support of or related to the functionality of the Program. SOLE may notify and/or communicate to Employer and/or Cardholders, if applicable, of the availability of any Enhancements and of any changes that may be required to the Program, fees and/or Cardholder Agreement, in order for Employer or Participating Employees to utilize such Enhancements. Neither Employer nor Participating Employees will have any right, title or interest to any Enhancements developed by SOLE, or to any intellectual property or proprietary rights therein.

**1.3. Materials.** SOLE shall provide Employer with enrollment materials to be provided to each employee who desires to be Cardholder and be issued a Card under the Program including (a) a copy of the Cardholder Agreement; (b) the Issuing Bank privacy policy; (c) notice required under the USA PATRIOT Act of 2001; and (d) any other information and materials provided by SOLE from time to time. Employer will use only the materials, procedures and information provided or approved by SOLE in promoting and implementing the Program.

**2. Obligations and Representations of Employer.**

**2.1. Eligibility.** Employer represents, warrants, and covenants that Employer has provided to SOLE all of the information requested in the Employer Application which is attached hereto as Exhibit A. All information provided is true and accurate as of the date of this Agreement. Employer is duly registered and legally authorized to do business in the State of \_\_\_\_\_, and shall remain in good standing throughout the term of this Agreement. Employer is the employer of record for all Cardholders that will be issued Cards under this Agreement and each Card is to be used solely for payroll deposit purposes to compensate its employees for wages, pension payments, commissions or reimbursement of legitimate business expenses.

**2.2. Employee Verification.** Employer will take all steps required by law to verify the identification of its employees at the time of their employment and prior to a Card being issued, and will maintain on file a completed Form I-9 as published by the Internal Revenue Service for each Cardholder. Employer understands that SOLE and Issuing Bank are relying on the Form I-9 verification procedures of Employer to fulfill the obligation of SOLE and Issuing Bank to verify the identification of Cardholders under the provisions of the USA PATRIOT Act of 2001.

**2.3. Employee Information.** Prior to issuing a Card to each employee participant in the Program, Employer shall provide SOLE with the employee information described in Exhibit B attached hereto and incorporated herein by reference. Information shall be provided to SOLE directly by employer and in the format specified in Exhibit B.

**2.4. Employee Documents to SOLE.** Employer will timely furnish to SOLE or Issuing Bank any and all information and materials, including copies of Form I-9 information or identifying information supplied during the employment process, such as driver's license numbers, that SOLE or Issuing Bank shall, from time to time, reasonably request. Employer shall maintain such information regarding each Cardholder, including copies of all identification documentation presented, for a period of five (5) years following the closure date of each Card. Employer will take such action as SOLE, from time to time, reasonably requests in order to further the purposes of this Agreement and to ensure that all matters contemplated hereby will comply with all applicable statutory, regulatory, or other legal requirements.

- 2.5 **SOLE Documents To Employees.** Unless otherwise designated by SOLE, Employer will provide each employee with: (a) a copy of the Cardholder Agreement; (b) the Issuing Bank privacy policy; (c) the notice required under the USA PATRIOT Act; of 2001, and (d) any other information and materials provided by Issuing Bank from time to time.
- 2.6 **Offer Options To Receive Payroll Funds.** Employer agrees that the Program shall not be the sole and exclusive manner for receipt by its employees of payroll funds, but rather, Employer will offer direct deposit to a demand deposit account at a financial institution of the employees' own selection as an alternative to the Program for receipt of payroll funds. Employer shall be responsible for complying with applicable law that governs the employment relationship and the payment of wages generally, such as the amount of wages, lawful deductions, and pay periods.
- 2.7 **Rights to Inspect.** Employer agrees that SOLE and regulatory authorities which have jurisdiction over SOLE shall have the right to audit and inspect Employer's books and records related to the Program and Employer's performance of its obligations with respect thereto, including: (a) any of Employer's records pertaining to the set-up of employees for participation in the Program; and (b) the identity verification documents.
- 2.8 **Notification of Communication From Regulatory Authorities.** In the event a communication from a governmental authority regarding the Program is received by Employer: (1) Employer shall promptly notify SOLE; (2) SOLE and Issuing Bank shall commence a review of the communication and create a response to the communication and/or arrange a conference with the governmental authority from which such communication was received, subject to Employer's ongoing cooperation; and (3) SOLE and Issuing Bank shall design and execute an action plan in response to the communication and/or as a result of communications or discussions with the governmental authority and provide Employer with ongoing status reports in connection with the same, which such action plan may include, if commercially reasonable, modifications to the Program.
- 2.9 **Provisions Assigned.** Employer acknowledges and agrees that SOLE (and its successors and assigns) is entitled to enforce each of the provisions hereof against Employer, including in equity and in law as if it or they were a party hereto. Except for the foregoing, this Agreement is entered into solely for the benefit of SOLE and Employer, and will not confer any rights upon any other persons not expressly a party to this Agreement including Cardholders or employees of Employer.
- 2.10 **Card Handling.** Card inventory shall be stored in an alarm or camera monitored facility. Cards will be secured within a protected and locked mechanism with access limited to individuals meeting a comprehensive background screening. All Card stock shall be inventoried at the time of receipt under the control of two or more individuals. An Inventory Control Log must contain the following information: (i) date and time the Cards are received; (ii) names of persons receiving Cards; (iii) the Card number on the first card and last card; (iv) the number of Cards received; Monthly Inventory Audit shall consist of (i) number of Cards remaining in storage; and (ii) the printed names and signatures of the employees conducting the inventory audit.. All discrepancies shall be reported to SOLE with 48 hours of discovery. All audit logs shall be retained for twenty-four (24) months and are subject to review by SOLE or the Issuing Bank with reasonable notice provided to Employer. Employer agrees to return damaged or unwanted Cards to SOLE at the address listed in this contract or as updated in writing. Returned cards must be packed under dual control and shipped using a traceable courier service in a tamper-evident package.
- 2.11 **Exclusivity.** Notwithstanding the provisions of Section 2.6 above, Employer will maintain SOLE as the exclusive provider of Employer's prepaid payroll debit card services for the duration of this Agreement.
- 2.12 **Employee Consent.** Employer is responsible for obtaining employee consent, written and/or verbal, to authorize payment by direct deposit and/or payroll card, as required by law. Employer is responsible for offering alternative methods of direct deposit payment.
3. **Consideration.** Employer agrees to fully deploy direct deposit throughout Employer's organization within 90 days of the Effective Date of this agreement, except where prohibited by law. Full deployment of direct deposit is estimated to include approximately \_\_\_\_\_ employees. At the date of this agreement, employer issues \_\_\_\_\_ paper checks, which shall be converted to direct deposit no later than 90 days from the Effective Date. Full deployment of direct deposit by (date): \_\_\_\_\_
4. **Cardholder Requirements.** SOLE and the Issuing Bank will only issue Cards to Employer's employees that qualify for a Card under SOLE's and the Issuing Bank's pre-approval policies and requirements, which are subject to change in the discretion of SOLE and the Issuing Bank; and who agree and comply to the Cardholder Agreement that accompanies and apply to a Card. Employer acknowledges and agrees that issuance of Cards to Cardholders is in SOLE's and Issuing Bank's discretion and is subject to industry and regulatory standards, and that Cardholders may not satisfy initial or ongoing validation criteria, may be denied a Card or may have an issued Card cancelled.
5. **Employer Funding.** On Employer's regularly scheduled paydays, Employer shall fund Cards by direct deposit of wages, salaries, bonuses, reimbursements, incentives and other funds payable to Cardholders by Employer through standard Automated Clearing House (ACH) to the Issuing Bank following SOLE's and Issuing Bank's procedures or by such other method as approved or directed by SOLE and Issuing Bank. ACH funding errors made by Employer to a Card and all adjustments to ACH deposits shall be made using an offsetting ACH adjustment when possible. In the event funding errors cannot be corrected through an ACH adjustment, the correction must be handled (adjusted) exclusively by the Employer and the Cardholder outside the Program; Employer shall make all reasonable efforts to contact the affected Cardholder to notify of

the error and the impending resolution. Correcting ACH adjustments shall be originated through Employer's ACH service provider. Employer acknowledges and agrees that SOLE does not hold Cardholder funds and is not licensed as a money transmitter as defined by the U.S. Department of the Treasury and cannot move or reverse funds or otherwise make corrections for Employer.

**6. Representations, Warranties and Covenants of Employer.** Employer will be solely responsible for compliance with all federal, state and local laws, rules and regulations relating to payroll compensation and employment matters including without limitation withholding and timely remittance of all taxes related thereto and timely delivery of all payroll information to Cardholders; and Employer shall not distribute a Card to any person or party who is not an employee of Employer.

**7. Term and Termination.**

**7.1. Term.** This Agreement shall be for a term of five years from the Effective Date (the "Initial Term"), and shall convert thereafter to consecutive one-year terms unless cancelled by either Party in writing no less than a 30-day notice before the end of the then-current term.

**7.2. Early Termination.** This Agreement may be terminated immediately by either Party: (i) if the Card networks prohibit the Program; (ii) the Issuing Bank ceases to provide services to SOLE necessary for the continuation of the Program; (iii) the other Party files a voluntary petition in bankruptcy or a petition seeking any reorganization, liquidation, dissolution or similar relief for debtors; (iv) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the other party seeking any reorganization, liquidation, dissolution or similar relief; (v) in the event of any breach or default by the other party that remains uncured thirty days after notice thereof; or (vi) if, in the reasonable judgment of the other Party, applicable laws, rules or regulations prohibit the Program or materially increase the regulatory burden of continuing the Program.

**7.3. Discontinuation.** SOLE reserves the right to decline to commence a Program for Employer in its sole discretion, or discontinue the distribution of Cards if determined in its or Issuing Bank's sole discretion to be inconsistent with safe and sound banking practices. If SOLE discontinues the distribution of Cards under this Agreement, Employer shall have the right to terminate this Agreement immediately.

**7.4. Fraudulent Use.** Either Party may immediately terminate this Agreement in the event that the other engages in any illegal, fraudulent or unauthorized use of a Program or Cards

**7.5. Survival.** Upon termination of this Agreement, SOLE and Issuing Bank shall maintain the right to service existing Cardholders under the terms and conditions of the Cardholder Agreement. Employer shall continue to maintain its obligations under Section 2.4

**8. Claims and Liability.** IN NO EVENT SHALL SOLE BE LIABLE TO EMPLOYER, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS, EVEN IF SOLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOLE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PROGRAM OR CARDS WILL BE UNINTERRUPTED OR ERROR-FREE.

**9. Indemnification.** Employer agrees to indemnify and hold SOLE, its employees, representatives and agents harmless from any and all claims, damages, losses or liabilities (including attorneys' fees and costs) arising out of the acts or omissions of Employer and its employees, representatives and agents, including without limitation Employer's, its employees', representatives' and agents', failure to comply with all federal, state, and local laws and regulations applicable to its activities and shall indemnify and hold SOLE harmless against any and all breaches of this Agreement.

**10. Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of Oregon, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws without regarding to conflicts of law or choice of law principles. All demands, notices and communications hereunder shall be in writing and deemed to have been duly given if personally delivered at or mailed (by registered mail, postage prepaid, Federal Express or other reputable overnight courier) to the Employer or SOLE at the address set forth below. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees; Employer shall not transfer or assign, directly or indirectly or by operation of law, this Agreement without the prior written consent of SOLE, in SOLE's sole discretion. This Agreement may be executed in one or more counterparts. If one or more of the provisions of this Agreement shall be held invalid for any reason, then such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. Neither party shall be liable for any failure to perform its obligations under this Agreement due to acts of nature such as fires, floods, electrical storms and natural disasters; war, terrorism or civil disturbances such as strikes and riots; failure of any third party service provider to adequately provide services including without limitation ATM network, POS network, Issuing Bank, internet and telecommunication services; and acts of government, including without limitation the actions of regulatory agencies that inhibit or prohibit either party from performing their obligations hereunder.

*By signing this agreement, Employer agrees to fully deploy direct deposit throughout Employer's organization within 90 days of the Effective Date, except where prohibited by law.*

**EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of  
Employer  
Officer

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

**SOLE:**

TFG CARD SOLUTIONS, INC.  
dba SOLE Financial  
1675 SW Marlow Avenue Suite 330  
Portland, OR 97225

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

**EXHIBIT A**  
**Employer Application**

**EXHIBIT B  
EMPLOYEE INFORMATION FORMAT**

SOLE shall provide to Employer a login and password to the SOLE employer website enrollment portal. The user name and password shall be used exclusively by an authorized representative of Employer and not by an enrolling employee. By entering information into the portal, Employer attests that employee verifications as defined by Section 2.2 of this Agreement have been completed.

Alternatively during times the enrollment portal is temporarily down, Employer may provide to SOLE, verified employee information in the following electronic format:

Account Number*	Last Name*	First Name*	Address 1*	Address 2	City*	State*	Zip*	Primary Phone Number*	Company Phone Number*	Social Security Number*	Date of Birth*	Email Address*

*\* Denotes a required field*

Electronic file must be submitted using encrypted email to [enroll@solepaycard.com](mailto:enroll@solepaycard.com).