

# 1417Power Employer Payroll Discount Benefit Agreement

This Payment AGREEMENT (the "Agreement") is entered into effective as of the \_\_\_\_\_ Day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between 1417 LLC, a Tennessee Limited Liability Company with principal offices at 1003 Lookout Ridge Court Brentwood, TN 37027 ("Company"), which owns and operates 1417Power, and \_\_\_\_\_,  Partnership  Limited Liability Company  "S" Corporation or  "C" Corporation with its principal place of business at: \_\_\_\_\_ City of \_\_\_\_\_, ST of \_\_\_\_\_, and zip code of \_\_\_\_\_ ("Employer").

## 1. DEFINITIONS

1.1 "Employer" shall mean the enterprise that engages individuals as Employees that are eligible to participate in the 1417Power program and from whom they can withhold Company payments.

1.2 "Employee" shall mean that individual that is engaged by the Employer in an employee relationship.

1.3 "Payment Amounts" shall mean the monthly amounts to be deducted from the Employee's after-tax income and remitted to 1417LLC via electronic deposit or by check to that address first written above.

1.4 "Payroll Processing System" shall mean the system the employer uses to calculate wages, withholdings, and other financial functions related to paying their employees' wages, salaries, earned and unearned income.

2. The employer agrees to accept a request for payroll deduction, in form of Exhibit A, from its employees for the Company program payment, and to promptly enter the deduction into their payroll processing system to effect after-tax withholding of the amount from the Employee's pay and to remit this amount to 1417LLC within 5 business days. If the payment is an aggregate amount, the Employer agrees to provide payment detail that includes the participating employee names and their respective payment amounts.

3. The Employer agrees to accept a change in the payroll deduction amount submitted by the Company, so long as the new amount is less than the current amount.

4. The Company agrees to receive and process payment such that the amounts corresponding to each employee are deposited to their respective Company enrollment account(s).

5. The Company agrees to pay the Employer a \$50 reward for each of the Employer's employees that become 1417Power Clients. The Company agrees to pay the Employer a \$250 reward for each referred Employer that becomes a 1417Power Payroll Discount Benefit Partner. Rewards are subject to the qualifications as detailed in Exhibit B of this agreement.

5. The Employer agrees that any Referral reward amount shall be paid to: \_\_\_\_\_ using the address of \_\_\_\_\_ city \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_ with Tax Identification Number \_\_\_\_\_

6. The parties agree to the terms and conditions of this agreement as written here, on page 2 and any exhibits attached hereto as of the date first written above.

Company  
1417 LLC

Employer

By: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_Paul Lucking\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ President 1417LLC \_\_\_\_\_

Title: \_\_\_\_\_

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## 7. AGREEMENT

The parties agree that the employees of the employer shall receive an additional five percent (5%) on their monthly fees to the Company as the employee benefit for the employer performing the payroll deduction and payment remittance as detailed herein. The parties further agree the referral reward amount and payment shall be paid by the Company in accordance with the specifications provide by the Employer so long as the Employer specification are legal and in accordance with the options offered by the Company. The parties agree the Company shall report the referral reward payments on IRS Form 1099-MISC to the Tax Identification Number provided herein.

## 8. WARRANTY AND LIMITATIONS

8.1 Representation: The Company warrants and represents that the Services to be performed under the Sponsor's Payment Agreement with the company shall, in all material respects, conform to the specifications in the services definition as presented on the Company's website.

**8.2 DISCLAIMER: THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE SERVICES FOR ANY PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE COMPANY MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER.**

## 9. LIMITATION ON LIABILITY

**IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S OWNERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR BUSINESS PARTNERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES THAT MAY BE SUFFERED OR INCURRED BY SPONSOR OR ANY PERSON OR ENTITY AFFILIATED OR ASSOCIATED WITH SPONSOR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES RESULT FROM THE PERFORMANCE, ATTEMPTED PERFORMANCE, NON-PERFORMANCE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM THE USE OF ANY WORK PRODUCT, OR INABILITY TO USE THE SERVICES, DELAY OF COMPLETION OF SERVICES, INACCURACY OR MISREPRESENTATION BY THE COMPANY. IN ADDITION, THE LIABILITY OF THE COMPANY, ITS OWNERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR BUSINESS PARTNERS AND ALL PERSONS AND ENTITIES AFFILIATED OR ASSOCIATED WITH THE COMPANY, FOR LOSSES, DAMAGES, LIABILITIES, SUITS AND CLAIMS, REGARDLESS OF THE FORM OF ACTION AND THE PERSON OR ENTITY BRINGING SUCH ACTION, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).**

## 10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in full force and effect for a period of two months from the date above, unless terminated earlier by either party. Thereafter, this Agreement shall be renewed automatically for successive one month terms under the same terms and conditions.

10.2 Termination. This Agreement may be terminated as follows: (i) by Company if the Employer fails to meet their duties as defined in section 2, or if the payments remitted fail to clear the bank (ii) by the Employer for any reason by notification to the Company with a minimum 30-day notification

## 11. MISCELLANEOUS

11.1 Compliance with Law. Company agrees that they will comply with all governmental laws, regulations and requirements applicable to the duties conducted hereunder.

11.2 Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly affects the Company's intent in entering into this Agreement.

11.3 Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the substantive laws of Tennessee without reference to its conflict of laws principles. Representative consents to jurisdiction and venue in any federal or state court located in Williamson County, Tennessee. Sponsor agrees that any court located in Williamson County, Tennessee is a reasonably convenient forum to litigate any issue between the parties and waives all objections thereto

11.4 Entire Agreement. This Agreement and the documents incorporated herein by reference represent the entire Agreement between the parties, and supersede all understandings, oral or written, with respect to any and all matters between the Sponsor and the Company

**Exhibit A**

**1417Power Payroll Deduction Request and Authorization**

I, \_\_\_\_\_ an employee of \_\_\_\_\_

request and authorize an after tax payroll deduction in the amount of \_\_\_\_\_ from my payroll effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_. I further request and authorize the withheld amount to be remitted directly to 1417LLC together with my name as identification for my payment.

Signed this date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

If applicable:

Company ID, employee or payroll number: \_\_\_\_\_

## Exhibit B

### 1417Power Payroll Deduction Program Rewards

The Company will pay the Employer \$50 for every employee that becomes a 1417Power Client as a result of your offering this program and utilizing your payroll deduction service. The reward payment shall be paid on each of:

- January 15th for the period October through December of the prior year
- April 15th for the period January through March of the same year
- July 15th for the period April through June of the same year
- October 15th for the period July through September of the same year

The periodic payment of each individual reward shall be limited to 90% of the sum of payroll deduction payments received by 1417Power during the respective qualifying period as listed above. The payment for each account shall be limited to the sum of payments made in two qualifying periods or fifty dollars (\$50.00) whichever is less.

The Company will pay the Employer \$250 for every company the Employer refers that becomes a 1417Power Employer Benefits Program Partner. To qualify a referral for rewards payment the Employer is required to:

- Be an active 1417Power Payroll Deduction Program Partner with at least one employee for whom they are providing Payroll Deduction and remittance services
- Provide a written endorsement of the 1417Power Employer Deduction Program,
- Provide an Introduction of 1417Power to the referral

The reward payment shall be paid on each of:

- January 15th for the period October through December of the prior year
- April 15th for the period January through March of the same year
- July 15th for the period April through June of the same year
- October 15th for the period July through September of the same year

The periodic payment of each individual reward shall be limited to 90% of the sum of payroll deduction payments received by 1417Power during the respective qualifying period as listed above. The payment for each account shall be limited to the sum of payments made in two qualifying periods or two hundred - fifty dollars (\$250.00) whichever is less.