



SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between MyGround Support, LLC (the "Service Provider"), a Maryland limited liability corporation with an address of 5257 Buckeystown Pike, Unit 305, Frederick, MD 21704 and _____ (the "Client") with an address of

(street address)

(city)

(state)

(zip code)

RECITALS

A. WHEREAS, Client desires to obtain services from the Service Provider;

B. AND WHEREAS Client agrees to engage the Service Provider as an independent contractor to perform such Services and the Service Provider hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants, fees, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

CORE SERVICES: The Service Provider will provide "cash basis" accounting method Bookkeeping support to Client (the "Services") subject to the terms and conditions within this Agreement. The Services include, and are limited to:

- Setup of General Ledger Accounts
- Monthly P&L / Income Statement generation (including YTD) using Client provided data.
- End of year P&L / Income Statement generation using Client provided data.
- End of year Balance Sheet Statement generation using Client provided data.

The statements will be produced the 10th business day of the month for the previous month in PDF file format. Statements will be delivered in electronic format via a designated Dropbox URL. Statements will not be emailed. The designated Dropbox URL information will be provided by the Service Provider to the Client within 5 business days of the execution of this Agreement via email.

The Service Provider will use Service Provider owned software products to perform the Services. Such Software and products are licensed and/or of the benefit to the Service Provider. No software license and/or products of the benefit to the Client are included in the Services.

MIGRATION SERVICES: Core Services and their fee do not include any bookkeeping transactions or data dated prior to the Commencement Date of this Agreement. If the Client desires, and such transactions or data are provided to Service Provider in format acceptable the Service Provider, the Service Provider will incorporate such transactions or data at Migration Services fee

FEES: Service Provider's fees for services during the term of the agreement are outlined in *Appendix A-Fee Schedule* of this Agreement. Migration Services of any transactional data or any other data dated prior to the Agreement's Commencement Data will be performed at an hourly rate as specified in *Appendix A-Fee Schedule*.

BILLING & PAYMENT: Client explicitly agrees to ACH or credit/debit card authorization for automatic payment of fee amounts billed. A 10% late fee will be assessed by the Service Provider to the Client for any amount due not received within ten (10) calendar days of the due date. Each occurrence of insufficient funds or returned items will result in a \$35 fee. *Appendix B Authorization Form for ACH or Credit Card* shall be completed by the Client with updates provided to Service Provider as needed.

NECESSARY INFORMATION AND DATA: Client shall be solely responsible to supply the Service Provider all source information, source data, banking information, employee data, principal officer data, and documents necessary to perform the Services agreed under this Agreement in **electronic format via a designated Dropbox URL** including timely updates and access to any such data. The designated Dropbox URL information will be provided by the Service Provider to the Client within 5 business days of the execution of this Agreement

Data includes, but is not limited to:

- All FedEx Ground settlement sheets
- All payroll related data in electronic format
- Banking statements or read only access to online banking information*
- Credit card statements or read only access to online credit card information*
- Any expenses or data not covered in the banking statements, credit card statements, or FedEx Ground statements

Client acknowledges and agrees that the accuracy of items supplied to Service Provider is the sole responsibility of the Client and such data shall only be provided electronically or access provided electronically. Client shall provide all data to Service Provider in electronic format to a designated Dropbox URL within 30 days of the date of the data. Service Provider shall not be held responsible for the production of inaccurate financial statements, records and billings, or any other financial reports or government filings.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE SERVICE PROVIDER, ITS OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF INVESTMENT, OR ANY OTHER DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT. This clause survives the term of this agreement in perpetuity.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: This Agreement shall be governed by the laws of the State of Maryland without regard to the conflicts of law provisions of any jurisdiction. In addition, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of courts located in Frederick County, Maryland for all aspects of this Agreement.

DISCLOSURE: Service Provider is only providing Services of a bookkeeping and clerical nature using industry software. Client recognizes Service Provider is not providing financial advice nor is a Certified Public Accountant. No personal services, consulting, or other services other than those outlined in the Services section of this agreement are provided.

ASSIGNMENT: Service Provider may assign in whole or part any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client.

TERM AND TERMINATION: Service under this Agreement will commence on _____, (the "Commencement Date") and will automatically terminate on the one year anniversary of the Commencement Date. Termination prior to one year anniversary of the Commencement Date is permitted by either party, but requires either party to provide a 30-day written notice via email and USPS first class mail to the other party. Upon termination of this agreement the Service Provider will have no Services obligation whatsoever to the Client.

OUT OF SCOPE SERVICES: Tax preparation, financial analysis & ad-hoc reporting, payroll processing, receipt storage & archiving, and payment processing is explicitly out of scope under this Agreement.

MODIFICATION: Any changes to the services, terms, conditions, fees, or otherwise associated with this Agreement require a dually executed modification by the Client and Service Provider. Any modification may result in a change in Fees or other terms.

By:

MyGround Support, LLC

Date: _____

Email: customerservice@mygroundsupport.com

By:

Client: _____

Date: _____

Email: _____

Appendix A-Fee Schedule

Core Services - Monthly

Core Services	0.5% of All Gross Monthly Revenue
Pricing Notes	Invoiced and payable on the first of each month as 0.5% of all Client Gross Revenue for the previous month. Gross revenue could include non-FedEx Ground derived income.

Migration Services – As Need

Migration Services	\$95 per hour
Pricing Notes	Any bookkeeping transactions or data dated prior to the Commencement Date of the Agreement that is migrated or converted by the Service Provider.

Any deviation from the pricing notes will result in a change request and subsequent change in fees.

Appendix B- Authorization Form for ACH or Credit Card

Initial Authorization

Revise Authorization

Client Information:

Client Name:	
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Please check whether to perform debits to your Banking Account **OR** debits to your credit/debit card and complete the associated information

ACH Debits from your Banking Account:

Financial Institution Name:	
Account Holder's Name:	
ACH Routing/ABA Number:	
Account Number:	

Debits to Credit Card or Debit Card:

Cardholder's Name:	
Card Number:	
Expiration Date:	
Security Code:	
Billing Zip Code:	

Authorization

I hereby authorize MyGround Support, LLC or its parent companies to initiate debit entries to my bank account, debit card, or credit card in the financial institution(s) named above on the first day of every month for amounts due MyGround Support, LLC. If the first falls on a weekend or federal banking holiday, it will be processed the first banking day following the first. I authorize the financial institution to accept the amount of such entries to my account. This authority is to remain in full force and effect until MyGround Support LLC has received written notification from me of its termination in such time and in such a manner as to afford MyGround Support LLC and financial institution a reasonable opportunity to act on it. MyGround Support LLC has the right to request updated or corrected information if expired or declined.

X _____

Date: _____

Name: _____

Email (for receipts): _____