

NEIGHBORHOOD PAY SERVICES, LLC

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT (this "Agreement") dated as of _____, _____ is by and between NEIGHBORHOOD PAY SERVICES, LLC, a Delaware limited liability company ("NPS"), and the undersigned individual.

WHEREAS, NPS is in the business of rent assurance / default reduction services for tenants of residential apartments;

WHEREAS, Client wishes to rent an apartment from the landlord identified on the Signature Page hereto (the "Landlord");

WHEREAS, the Client believes that NPS's service may allow the Client to provide the Landlord with further assurance regarding the likelihood of payment in light of Client's current credit position;

WHEREAS, the Landlord has entered into a Landlord Services Agreement with NPS pursuant to which Landlord has agreed to accept rent payments from NPS and agreed to pay NPS a fee;

WHEREAS, NPS desires to provide its rent assurance / default reduction services on the Client's behalf, on the terms set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Agency Appointment; Services. Client appoints NPS as its agent to reduce Rent default to its Landlord in accordance with the terms of this Agreement. NPS will receive funds transferred to NPS by the Client's employer, at the direction of the Client and, on the date of each month set forth on the signature page hereto (the "Rent Transfer Date"), NPS, will transfer to the Landlord, such funds received by NPS equal to the monthly rent due and payable (the "Rent Payment") under the Lease and specified on the Signature Page hereto, subject to the terms and conditions of this Agreement (the "Services").

2. Service Fee. Client shall pay NPS for the services rendered a monthly service fee equal to (i) two percent (2%) of the total amount of the Rent Payment plus (ii) an additional administrative fee of \$0.95 (collectively, the "Fee"). NPS shall deduct the Fee from sums transferred to NPS from Client upon receipt.

3. Payment Arrangements:

(a) Client shall authorize his employer or his employer's payroll service, to directly transfer to NPS' account the amount per paid period set forth on the Signature Page hereto (the "Transfer Amount"). A sample form of employer transfer authorization is attached for the convenience of the Client and his employer. Notwithstanding the foregoing authorization, it shall be the Client's sole responsibility to ensure that adequate funds in amounts no less than the amount of the Rent Payment are transferred monthly to the NPS' account. FURTHERMORE, THE CLIENT HEREBY AGREES AND ACKNOWLEDGES THAT ALL AMOUNTS TRANSFERRED TO THE NPS' ACCOUNT, AND IN NPS' POSSESSION, BECOME, AND ARE, FUNDS OF NPS, AND THE CLIENT SHALL HAVE NO RIGHT OR CLAIM TO RECOVER SUCH FUNDS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NPS shall transfer and pay the Rent Payment, of the Client, which is by contract with the Landlord NPS's liability, to the Landlord on the Rent Transfer Date, or the next immediate business day if the Rent Transfer Date falls on a weekend or a banking holiday.

(c) Client authorizes and directs NPS to provide the Landlord with (i) weekly and monthly (and otherwise regularly) reports, by e-mail or facsimile transmission reflecting amounts transferred on behalf of the Client to NPS' account concerning the next immediate Rent Payment due and payable by the Client, and (ii) if applicable, a report identifying the Client as a party from whom NPS has received less than the anticipated Transfer Amount or whose transfers of the Transfer Amount due has been suspended.

(d) Client authorizes NPS to hold all funds paid to NPS in anticipation of the Client's Rent Payment. In the event that transfers are suspended by the Client for any reason, NPS shall continue to hold such funds, unless and until NPS is notified by the Landlord in writing or pursuant to a judgment, order, or decree from a court of competent jurisdiction to release such funds in accordance with instructions provided to NPS by the Landlord or pursuant to such judgment, order, or decree.

(e) NPS calculates the Transfer Amount based on "pay-periods" of either 48, 24 and 12 times a year. In the event a Client is paid more frequently than the above pay-periods either (fifty-two (52) or twenty-six (26) times a year) NPS will

recalculate after the thirteenth (13) pay-period to determine if a full extra payment has been received by NPS than necessary to meet the Client's lease obligation, hereto ("Excess Funds"). If Excess Funds have been received, NPS will refund Excess Funds to the Client without charging an NPS Fee on those funds. NPS will refund the Excess Funds either by check sent regular mail to Client's lease address or via ACH to the Client's bank account at NPS's sole discretion upon the request of the Client after the thirteenth (13th) pay-period. In the case that the Client has entire pay deposit to NPS, NPS will refund and treat funds greater than the Rent Payment plus fees as Excess Funds per pay period.

(f) Client authorizes NPS to initiate electronic credit entries, and if necessary, process any adjustments needed to correct entries made in error, to bank accounts (either checking or savings) provided under separate communication to NPS. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

(g) Client authorizes NPS to aid in fulfilling all financial lease obligations and thus pay Landlord any outstanding claims from Excess or extra funds before refunding any funds to the Client. Client understands that to receive refunds that the Client must request a refund from NPS and the Landlord must approve of the said request.

IN CONNECTION WITH THE FOREGOING CLIENT AUTHORIZATIONS, THE CLIENT HEREBY IRREVOCABLY GRANTS TO NPS, A POWER OF ATTORNEY WHICH SHALL BE COUPLED WITH AN INTEREST, FOR THE PURPOSE OF EFFECTUATING THE FOREGOING AUTHORIZATIONS.

4. Client Acknowledgements. The Client acknowledges and agrees that:

(a) Client will not be due, and is not entitled to, any interest that may accrue on any funds transferred to the account of NPS.

(b) The Landlord may notify NPS of the terms of (and provide NPS with a copy of) the Lease and any changes in the terms of the Lease, including without limitation, of amounts due as rent under the Lease.

(c) Client has authorized NPS to notify Landlord in the event that the transfer of funds to the account of NPS on behalf of the Client is suspended regardless of whether the Rent Payment is then due;

(d) that the termination of this Client Services Agreement for any reason could constitute grounds for immediate termination of the Lease by the Landlord.

(e) **NPS WILL ALSO RECEIVE A FEE FROM THE LANDLORD IN CONNECTION WITH ITS PROVISION OF SERVICES HEREUNDER.**

(f) NPS is not a bank and the Service provided is a rent assurance / default reduction service rather than a banking service. NPS is not acting as a trustee, fiduciary, or escrow agent with respect to the Transfer Amount but is acting only as an agent and custodian.

(g) The information provided by Client to NPS pursuant to this Agreement is true and correct in all material respects. Client shall promptly notify NPS of any changes to the information provided.

5. Term and Termination; Inactivity Fee and Other Fees.

(a) This Agreement shall remain in effect from the date of the first transfer From Client's employer hereof until the earlier to occur of:

a. Notification by Client or Landlord termination of the Lease. (Lease will be considered renewed and in force as long as transfers continue from Client's employer as set for in item (3) of this contract Payment Arrangements.);

b. Rent increases will be deemed approved by the tenant, by the tenant authorizing his employer or his employer's payroll service to increase the amount of deposit as set for in item (3) of this contract Payment Arrangements.

(ii) Termination of this Agreement, without penalty, by either NPS or the Client by written notice of termination given to the other party; or

(ii) Client's failure to have fund Transfer Payments made which failure continues for 30 days and has not been remedied prior to the next immediate Rent Payment becoming due; or

(iii) NPS no longer accepting transfers from Client's employer as set for in item (3) of this contract Payment Arrangements.

(b) In the event that this Agreement is terminated, Client shall notify his employer or payroll service provider, to discontinue the direct transfer of funds to NPS' account. Client must also request from NPS in writing the refund of any extra funds transferred to NPS, to the extent such funds are not otherwise due and payable to the Landlord or are the subject of a dispute between the Landlord and the Client. Such writing shall also provide clear and concise instructions as to the release of the Funds. The Client further agrees and acknowledges that NPS will charge the Client an inactivity fee of five dollars (\$5.00) per week in the event NPS is holding extra funds, which might be refunded to the Client, more than sixty (60) days after this Agreement has been termination.

(c) Upon termination of this Agreement and receipt of written notice provided by Client, NPS shall refund any extra funds to the Client less any applicable fees due and payable to NPS in accordance with this Agreement.

(d) Client agrees that refunds will be made by ACH transactions, and that a fee of no more than \$10 (ten) can be charged for paper check transactions. Client also agrees that no refund will be honored for an amount less than \$3.00 (three). Client recognizes that the forfeiture of amounts less than \$3.00 is additional fee.

6. Subcontractors. The Client acknowledges and agrees that NPS may, in its sole and absolute discretion, subcontract all or any portion of its duties hereunder to any third parties, including without limitation, its affiliate NPS Management LLC, and that any such subcontractors may be an "agent" of NPS.

7. Limitation of Liability; No Warranty; Release; Indemnification of NPS.

(a) In no event will NPS be liable for any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from this Agreement or the Services rendered to the Client under the Agreement. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) strict liability, (4) tort, (5) negligence, or (6) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If the Client is dissatisfied with the Services, the Client does not agree with any part of this Agreement, or has any other dispute or claim with or against NPS with respect to this Agreement or the Services, then the Client's sole and exclusive remedy is to discontinue using the Services.

(b) NPS provides the Services "as is," "with all faults" and "as available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with the Client. To the maximum extent permitted by applicable law, NPS makes no representations, warranties or conditions, express or implied. NPS disclaims any and all warranties or conditions, express, statutory and implied. There are no warranties that extend beyond the face of this Agreement.

(c) To the extent the same may be waived by the Client, the Client waives any right to pursue any claim, cause of action, dispute or the like against NPS which may arise out of this Agreement or the Services or pursuant to applicable law. The Client hereby agrees to release, remise and forever discharge NPS, every Agent and their respective affiliates, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with the Client's use of the service.

(d) The Client acknowledges that pursuant to the Landlord Services Agreement, the Landlord has agreed with NPS that the Landlord will indemnify, protect and hold the Client harmless from and against any and all claims or demands, liabilities, costs or expenses including reasonable attorneys' fees incurred by the Client as result of NPS' failure to perform the Services rendered by it under this Agreement. Accordingly, the Client hereby agrees and acknowledges that it shall pursue any and all remedies for damages arising under this Agreement against the Landlord and not NPS.

(e) Client shall indemnify and hold NPS, its affiliates, officers and directors harmless from any claim, action, demand loss or damages (including attorneys fees) made or incurred by any third party arising out of or relating to your use of the Service.

8. Notices. All notices, requests and other communications to NPS hereunder shall be in writing (including facsimile, or similar electronic transmissions), shall refer specifically to this Agreement and shall be personally delivered or sent by facsimile transmission or by certified mail, return receipt requested, postage prepaid, in each case to the respective address set forth on the signature page hereto (or such other address as may be specified in writing to the other party hereto). Any notice or communication given in conformity with this Section shall be deemed to be effective when received by the addressee, if delivered by hand, confirmed facsimile or transmission, and three days after mailing, if mailed.

9. Further Assurances. Each of NPS and Client agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things that may be necessary or as the other party hereto may from time to time reasonably request in connection with this Agreement to assure and confirm unto such other party its rights and remedies under, this Agreement.

10. Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, NPS, Client and their respective successors and assigns; provided, however, that the Client may not assign or otherwise transfer any of its rights and interests, nor delegate any of its respective obligations, hereunder, without the prior written consent of NPS.

11. Amendments. No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by NPS or Client therefrom, shall in any event be effective unless in writing and signed by NPS.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, NPS and Client hereby waive any provision of law that would render any provision hereof prohibited or unenforceable in any respect.

14. Headings. Headings used herein are for convenience only and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement.

15. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

16. Entire Agreement. This Agreement, together with any other agreements referenced herein, constitutes, on and as of the date hereof, the entire agreement of Client and NPS with respect to the subject matter hereof and supercedes all other agreements or understanding.

17. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the provision of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Boston, Massachusetts and the judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either Client or NPS may seek any interim or preliminary relief from a court of competent jurisdiction in Boston, Massachusetts necessary to protect the rights or property of Client or NPS (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the date first above written.

NEIGHBORHOODPAYSERVICES, LLC
(866-436-2187)

By: NPS Management, LLC
100 Needham Street
Newton MA 02464

Client:

Signature

Print Name

Address

Address

Transfer Payment: \$_____ per _____

Landlord:

Name

Address

Address

Rent Transfer Date: _____

Rent Payment Amount: \$_____

NPS Fee Amount: \$_____