

- 1.) The initial term of this contract is 1 year from the date service commences. After 1 year, either party can terminate the contract with a 30 day written notice.
- 2.) Except for gross negligence, FMS will not be held accountable for any damages incurred by the Franchisee.
- 3.) It is the Franchisee's responsibility to all maintain records at the store level for sales and vendor invoices received at the store.
- 4.) Payment for services rendered by FMS is due on the first day of each period. Funds will be automatically withdrawn from the client's account.
- 5.) In the event of a dispute, Ohio laws shall apply.
- 6.) It will be the responsibility of the Franchisee to promptly remit all requested information to FMS. Based on the services requested, FMS will provide a schedule of required information and time requirements of this information to be received by the Franchisee.
- 7.) Due to the nature of the services rendered, Franchisee's will be required to have internet access, email and scanning capabilities to communicate with FMS on a routine basis.
- 8.) New accounts will have a \$500 set up fee, which includes all necessary QuickBooks set up fees. If services provided require use of QuickBooks Online or other specific outside services, the Franchisee is responsible for any and all associated costs.

The above has been acknowledged and agreed upon.

Signature

Date