

Paychex Insurance Agency, Inc.

150 Sawgrass Drive
Rochester, New York 14620

To: Rick	From:	Amanda Stevens
Fax:	Phone:	877-266-6850 x68987
Pages: 8	Return Fax:	585-389-7292
Date: 9/9/13	Email:	astevens@paychex.com

Re: Paychex Workers' Compensation Payment Service

***** Immediate Attention Required *****

Thank you for selecting Paychex Insurance Agency, Inc. to satisfy your Workers' Compensation needs. In order for us to set up your policy in a timely fashion, **please return the signed applications within three (3) business days. Please note that coverage cannot be bound until we have received all of the signed paperwork.** All quotes are subject to final underwriter approval.

③ Sign the **Workers Compensation Application** on the lower left corner of **page 3**.

④ Sign the **Workers Compensation Service Agreement** on **page 6**. Please print name and title where indicated, as well.

✗ Initial the **Premium Deposit Information** section (choose Electronic Debit or Credit Card) on **page 7**.

⑤ Please attach a copy of a voided check.

✗ If applicable, sign the **Officer Exemption** form.

⑥ If applicable, sign and date the **No Loss Letter**.

✗ If needed, please fill in the **Business Owner Policy Questionnaire**

✗ If applicable, sign and date the **Business Owner Policy**

Please email or fax all forms to 585-389-7292

With the Paychex Workers' Compensation Payment Service, you will receive the Workers' Compensation Report as a part of your month-end payroll package.

The fee for the administrative service will be charged based upon your payroll frequency.

Please be advised, Paychex Insurance Agency, Inc. receives compensation as determined and provided by the insurance carrier.

①

ACORD WORKERS COMPENSATION APPLICATION

DATE
09/09/13

PRODUCER PHONE (A/C.No,Ext): 877-266-6850 FAX (A/C.No): Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620-		COMPANY EMPLOYERS WORKERS COMPENS		UNDERWRITER EIG2016166-00	
APPLICANT NAME Synappio LLC		INTERNET ADDRESS:			
MAILING ADDRESS (Including ZIP code) 4700 Allison Drive Sugar Hill, GA 30518					
YRS IN BUS SIC 541990		INDIVIDUAL PARTNERSHIP		CORPORATION SUBCHAPTER "S" CORP	
CODE:		SUB CODE:		CREDIT BUREAU NAME:	
AGENCY CUSTOMER ID 0035-18048205		FEDERAL EMPLOYER ID NUMBER 461757862		NCCI ID NUMBER	
				ID NUMBER:	
				OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER	

STATUS OF SUBMISSION <input type="checkbox"/> QUOTE <input checked="" type="checkbox"/> BOUND (Give date and/or attach copy) <input type="checkbox"/> ASSIGNED RISK (Attach ACORD133)		BILLING/AUDIT INFORMATION BILLING PLAN <input checked="" type="checkbox"/> AGENCY BILL <input type="checkbox"/> DIRECT BILL		PAYMENT PLAN <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER:		AUDIT <input checked="" type="checkbox"/> AT EXPIRATION <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER:	
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LOCATIONS # STREET, CITY, COUNTY, STATE, ZIP CODE	
1	4700 Allison Drive Sugar Hill, , GA 30518

PROPOSED EFF DATE 09/05/13		PROPOSED EXP DATE 09/05/14		NORMAL ANNIVERSARY RATING DATE		PARTICIPATING NON-PARTICIPATING		RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) GA		PART 2 - EMPLOYER'S LIABILITY \$ 100,000 EACH ACCIDENT \$ 500,000 DISEASE-POLICY LIMIT \$ 100,000 DISEASE-EACH EMPLOYEE		PART 3 - OTHER STATES INS		DEDUCTIBLES <input type="checkbox"/> MEDICAL <input type="checkbox"/> INDEMNITY		AMOUNT/%	
								OTHER COVERAGES <input type="checkbox"/> U.S.L.&H. <input type="checkbox"/> VOLUNTARY COMP <input type="checkbox"/> FOREIGN COV	
DIVIDEND PLAN/SAFETY GROUP		ADDITIONAL COMPANY INFORMATION							

RATING INFORMATION									
STATE	LOC	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		ESTIMATED ANNUAL REMUNERATION	RATE	ESTIMATED ANNUAL PREMIUM
					FULL TIME	PART TIME			
GA	1	8803		computer system	0	0	\$ 120,000.00	0.09	\$ 108.00
GA	1	8810		clerical	0	0	\$ 240,000.00	0.20	\$ 480.00

SPECIFY ADDITIONAL COVERAGES/ENDORSEMENTS See Carrier quote for premium detail		FACTOR		FACTORED PREMIUM	
		TOTAL		\$	
		INCREASED LIMITS		\$	
		DEDUCTIBLE		\$	
				\$	
		EXPERIENCE MODIFICATION		\$	
		LOSS CONSTANT		\$	
		ASSIGNED RISK SURCHARGE		\$	
		ARAP		\$	
				\$	
		PREMIUM DISCOUNT		\$	
		EXPENSE CONSTANT		\$	
				\$	
MINIMUM PREMIUM		\$		DEPOSIT PREMIUM	
		\$ 0		TOTAL EST ANNUAL PREMIUM	
				\$ 932	

INDIVIDUALS INCLUDED/EXCLUDED

PARTNERS, OFFICERS, RELATIVES TO BE INCLUDED OR EXCLUDED. (Remuneration to be included must be part of rating information section.)

#	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER- SHIP%	DUTIES	INC/EXC	CLASS CODE	REMUNERATION
1	Copeland Jr, Richard Du		mngm	25.0	manage	I	8810	\$ 120,000.00
2	Marian , Mihai Levi		MNGM	75.0	MANAGE	I	8803	\$ 120,000.00

PRIOR CARRIER INFORMATION/LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS

LOSS RUN ATTACHED

YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO: No Prior / No Losses					
	POL#:					
	CO:					
	POL#:					
	CO:					
	POL#:					
	CO:					
	POL#:					
	CO:					
	POL#:					

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING--RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT. CONTRACTOR--TYPE OF WORK, SUB-CONTRACTS. MERCANTILE--MERCHANDISE, CUSTOMERS, DELIVERIES. SERVICE--TYPE, LOCATION. FARM--ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

SOFTWARE DEV. 2 CO FOUNDERS. 1 TRAVEL @ 120K ; 3 OFFICE @ 240K (120K),

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. Does applicant own, operate or lease aircraft/watercraft?		X	16. Are physicals required after offers of employment are made?		X
2. Do/have past, present, or discontinued operations involve(d) storing, treating, discharging, applying, disposing, or transporting of hazardous material? (e.g. landfills, wastes, fuel tanks, etc)		X	17. Any other insurance with this insurer?		X
3. Any work performed underground or above 15 feet?		X	18. Any prior coverage declined/canceled/non-renewed (Last 3 years) not applicable in MO?		X
4. Any work performed on barges, vessels, docks, or bridges over water?		X	19. Are employee health plans provided?		X
5. Is applicant engaged in any other type of business?		X	20. Is there a labor interchange with any other business/subsidiary?		X
6. Are sub-contractors used? (If yes, give % of work subcontracted)		X	21. Do you lease employees to or from other employers?		X
7. Any work sublet without certificates of Ins.?		X	22. Do any employees predominantly work at home?		X
8. Is a written safety program in operation?		X	23. Any tax liens or bankruptcy within the last 5 years?		X
9. Any group transportation provided?		X	24. Any undisputed & unpaid workers' compensation premiums due from you or any commonly managed or owned enterprises? If yes, explain including entity name(s) & policy number(s).		X
10. Any employees under 16 or over 60 years of age?		X	CONTACT INFORMATION		
11. Any seasonal employees?		X	IN- SPECTION	PHONE: (404) 452-5202	
12. Is there any volunteer or donated labor?		X		NAME: RICK COPELAND	
13. Any employees with physical handicaps?		X	ACCTNG RECORD	PHONE: (404) 452-5202	
14. Do employees travel out of state?		X		NAME: RICK COPELAND	
15. Are athletic teams sponsored?		X	CLAIMS INFO	PHONE: (404) 452-5202	
				NAME: RICK COPELAND	

APPLICABLE IN TENNESEE AND VERMONT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied)

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

REMARKS

APPLICANT'S SIGNATURE

PRODUCER'S SIGNATURE

ACORD130(2009/09)

Sign Here!

Rep: Amanda Stevens

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STEP 1: Read and complete this form.

**Paychex Workers' Compensation
Payment Service Agreement**

Company Name Synappio LLC

Office/Client Number 0 0 3 5 1 8 0 4 8 2 0 5

Federal ID Number 4 6 1 7 5 7 8 6 2

1. **Term of Agreement.** This Paychex Workers' Compensation Payment Service Agreement ("Agreement") is entered into between Paychex, Inc. ("Paychex"), located in Rochester, New York and the Company identified above ("Client"). The Agreement will continue until terminated in accordance with its provisions. Client employs Paychex to provide the Paychex Workers' Compensation Payment Service ("Service"). Paychex will not commence the Service until Paychex receives all documents necessary to begin the Service and notifies Client of the date Paychex will commence the Service ("Service Effective Date"). Until the Service Effective Date, Client will provide for itself the Service requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.
2. **Service.**
 - a. Each time Client processes a payroll, Paychex will calculate from the payroll and other information provided by Client, (i) the amount due to pay premiums for Client's Workers' Compensation coverage ("Premium Amounts"); (ii) collect Premium Amounts due from Client; and (iii) remit the collected Premium Amounts to Paychex Insurance Agency, Inc.
 - b. Paychex Insurance Agency, Inc. will remit the collected Premium Amounts it receives from Paychex to Client's Workers' Compensation Insurance Carrier ("Client's Carrier").
 - c. Paychex will provide Client a monthly report that will show calculated Workers' Compensation Premium Amounts ("Report"). Additional Reports may be purchased for an additional Fee.
 - d. The Service does not include the sale of Workers' Compensation coverage.
 - e. The Service may not be available with every insurance carrier. Client will apply for and obtain Workers' Compensation coverage ("Coverage") through Client's Carrier prior to the commencement of the Service.
 - f. Calculation, collection, and remittance of Premium Amounts does not guarantee that Coverage is in place for a particular employee. Client is solely responsible for ensuring that any employee that it is paying Premium Amounts is eligible for Coverage and is included on the Client's Workers' Compensation insurance policy ("Client's Policy").
3. **Changes to Client Operations and Loss Exposures.** Client is solely responsible for reporting all material changes to its operations and loss exposures directly to Paychex Insurance Agency, Inc. Changes to Client's operating and loss exposures reported to Client's payroll provider (e.g. Paychex, Inc.) do not constitute a notice of change to Client's Carrier or Paychex Insurance Agency, Inc. Client's failure to report material changes directly to Paychex Insurance Agency, Inc. may result in loss of Coverage, and/or non-renewal of Coverage, and Coverage may not be amended retroactively. Client's Policy will govern all Coverage disputes. Material changes to operations and loss exposure will include, but not be limited to, (i) ownership changes; (ii) changes to whether an employee is included or excluded in Coverage; (iii) changes in work operations performed by Client; (iv) changes in geographic locations of work operations and any other changes which Client's Carrier may require to be reported.
4. **Client Contacts.** Client will designate contacts that will provide Paychex and Paychex Insurance Agency, Inc. with information and directives necessary for Paychex to perform the Service (collectively "Client Information"). Client is responsible for the accuracy of any Client Information provided by contacts and/or Client.
5. **Client Information.** Client will execute and provide all documentation that Paychex requires to perform its responsibilities under the Agreement ("Payroll Information") including, where necessary, taking all corporate action. Client will provide Paychex Insurance Agency, Inc. with all information necessary to report material changes to operations and loss exposure ("Insurance Information"). Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide Paychex and/or Paychex Insurance Agency, Inc. with all necessary Payroll and Insurance Information (collectively "Client Information") pertaining to Client's employees at least two banking days prior to payroll check date. Failure to provide Client Information in a timely manner may result in the delayed collection and remittance of Premium Amounts, loss of Coverage and/or non-renewal of Coverage, and an additional processing Fee.
6. **Reliance on Client Information.** Neither Paychex nor Paychex Insurance Agency, Inc. will be responsible for errors that result from Paychex' and/or Paychex Insurance Agency, Inc.'s reliance on Client Information.
7. **Review Reports.** Client will review all reports and documents provided by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt.
8. **Payment of Fees.** Client will pay the fees for the Service each pay period through an Electronic Funds Transfer (EFT) or such other method as required by Paychex when due ("Fees"). Paychex fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client, and Client waives any right to interest that may accrue on any amounts, including but not limited to, Premium Amounts, Fees, and security deposits received by Paychex.
9. **Remit Premium Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Premium Amounts through an EFT, or such other payment method as required by Paychex.
10. **Electronic Funds Transfer.** If Paychex requires payment of Fees or Premium Amounts (collectively "Amounts Due") through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on the day Paychex' EFT is to be presented ("Funding Deadline"); and (iii) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operation rules ("NACHA"). Client shall provide Paychex written notice of its intent to terminate, withdraw, or cancel its authorization to Paychex to initiate EFT transactions no less than five (5) business days in advance. Client agrees (i) to follow NACHA, as they are amended from time to time; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any employees with non-US addresses.
11. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a wire transfer or other method, Client

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agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

12. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline ("NSF"), Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT. If Paychex is unable to confirm receipt of funds prior to the Funding Deadline, collection and remittance of Premium Amounts may be delayed and Paychex will notify Paychex Insurance Agency, Inc. of the NSF. Paychex Insurance Agency, Inc. will provide immediate notice of Client's non-payment of Premium Amounts to Client's Carrier which may result in loss of Coverage and/or non-renewal of Coverage.
13. **Payroll Services.**
 - a. Client agrees that Client must process payroll with Paychex to obtain and maintain the Service. Client agrees that it must commence payroll processing within seventy-two (72) hours of its first expected payroll run date and continue to process payroll throughout the policy period.
 - b. Client will immediately notify Paychex, in writing, should Client leave, terminate, or cancel Paychex' payroll service.
 - c. In the event Client leaves or is terminated from the Paychex payroll service (i) the Service will be terminated immediately; and (ii) Client's Coverage may be canceled by the Client's Carrier in accordance with state insurance department notification requirements.
 - d. Clients that do not process payroll during a thirty (30) day period will be assessed a monthly service Fee that is electronically drawn from the Client's bank account. Notification of the collection amount will be provided at least three (3) business days prior to bank draft.
 - e. Clients who do not process payroll during a forty-five (45) day period and/or fail to respond to Paychex customer service inquiries will be immediately terminated from the Service. Paychex Insurance Agency, Inc. will notify Client's Carrier that Client has been terminated from the Service. Client shall be solely responsible for remitting any Premium Amounts that are due for Client's policy period ("Policy Period") in accordance with the Client's Policy. Client acknowledges that Client's Carrier may cancel and/or non-renew Coverage for non-payment as a result of Client's termination from the Service.
14. **Client's Default.** In the event of a Client Default, Paychex may, at its sole option, terminate the Agreement or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1 1/2%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel fees) and court and arbitration costs. If Paychex terminates the Agreement because of a Client Default, Paychex Insurance Agency, Inc. will notify Client's Carrier that Client has been terminated from the Service. Client shall be solely responsible for remitting any Premium Amounts that are due for Policy Period in accordance with the Client's Policy. Client acknowledges that Client's Carrier may cancel and/or non-renew Coverage for non-payment as a result of Client's termination from the Service.
15. **Audit.** Client's Policy will be subject to audit provisions specified by Client's Carrier. Nothing contained herein is intended to express or imply that Client's Carrier is not entitled to an audit. In the event an audit results in additional premium due or return premium owed, the named insured is fully responsible for all premiums owed, as determined by the audit.
- Paychex will then make a subsequent premium collection or return accordingly. Paychex will pay any penalty that arises from its error that results in an under-collection of premium. Paychex will not pay interest on any over-collected premium.
16. **Client's Cancellation of Service.** Client agrees that it must provide written notice of its intent to cancel the Service and EFT authorization five (5) business days in advance. Send notice to: Paychex Inc., Attn: Workers' Compensation Payment Service, 150 Sawgrass Drive, Rochester, NY 14620. Client acknowledges that Client's Carrier may cancel Client's Coverage in accordance with state insurance department notification requirements if Client cancels Service. If Client intends to also cancel its Coverage, Client must send a separate written notice directly to the Client's Carrier to cancel the policy.
17. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client Defaults on the Agreement; (ii) Client leaves the payroll service provided by Paychex; (iii) Client becomes subject to receivership, bankruptcy, or is insolvent; (iv) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (v) Client fails to have sufficient funds on the Funding Deadline; (vi) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interest under the Agreement; or (vii) Paychex' contract with Client's Carrier is terminated or expires. Termination of the Agreement shall not relieve Client of any obligations set forth herein this Agreement including, but not limited to, its payment obligations.
18. **Refund/Adjustments.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates.
19. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate Payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its employees for any interest or penalties assessed as a direct result of Paychex' breach of the Agreement. Paychex will not be held liable for (i) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (ii) any loss, claim, or expense arising from any information provided or modified by Client; or (iii) Client's breach of NACHA. Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential damages that Client may incur as a result of Paychex' breach of the Agreement, or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.
20. **Client Confidential Information.** "Client Confidential Information" will mean the name, social security number, address, bank, and wage information of Client and Client's employees provided to Paychex or Paychex Insurance Agency, Inc. by Client. Paychex and Paychex Insurance Agency, Inc. will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex or Paychex Insurance Agency, Inc. may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services, (ii) offer additional products or services, (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor

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references on behalf of the Client. Paychex may also disclose Client Confidential Information: (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

21. Indemnification. Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default, (ii) Client's breach of NACHA; or (iii) Client's breach of any warranty set forth in the Agreement.
22. Notices. All notices required under this Agreement must be mailed or faxed to Paychex at an address supplied by Paychex.
23. Governing Law and Arbitration. The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages. The parties will not be permitted to bring,

or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity. Paychex may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Monroe, State of New York, for any monies due and owing from Client to Paychex. Client waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement.

24. Assignability. The Agreement may not be assigned by Client to any third parties, other than successors, without prior written consent of Paychex. Any assignment made without such consent will be null and void.
25. Fax Signature. The parties agree that Client's signature on this Agreement may be transmitted to Paychex by facsimile, and that such faxed copy(ies) will have the same force and effect as if the original signature had been provided and received.
26. Miscellaneous. The Agreement contains the entire understanding of the parties. Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change. If any provision of the Agreement or any portion thereof will be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 3-26 will survive the termination of the Agreement.

Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Service, nor is Paychex a fiduciary of Client or the employer or joint employer of Client's employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.

Client understands that this Agreement (Rev. 4/10) may be considered an application for credit, and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Service under this Agreement is subject to approval of Client's Credit and the insurance carrier's approval of Client's application for Workers' Compensation coverage. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in sections 1-26 of this Agreement.

Authorized Officer's Name _____ Title _____

Authorized Officer's Signature _____ Date _____

Sign Here!

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STEP 2: Designate a checking account for Workers' Compensation premium deductions.

Checking Account Designation

Office/Client Number 0 0 3 5 1 8 0 4 8 2 0 5

Federal ID Number 4 6 1 7 5 7 8 6 2

Attach a voided check for EFT payment of Paychex Insurance Agency, Inc. Services.

Although you may have previously provided bank account information, for security reasons we are required to gather this information again.

~~Attach voided check here.~~

STEP 3: Payment of premium deposit.

Premium Deposit Information

Prior to the issuance of your policy, \$ 0 will be collected for payment of the premium deposit.

Initial one of the options below to select the method of payment for the premium deposit.

Choose
one and
Initial
(INITIALS)

☒ Electronically debit the premium deposit from the checking account designated above.

Charge Payment: ☐ MasterCard ☐ VISA ☐ American Express

CREDIT CARD NUMBER

EXPIRATION DATE

PRINT NAME ON CARD

SIGNATURE ON CARD

CREDIT CARD BILLING ADDRESS

CITY

STATE

ZIP CODE

*Please
waive*

(Handwritten mark)

Synappio LLC
4700 Allison Drive
Sugar Hill, GA 30518

NO LOSS LETTER

I certify that, to the best of my knowledge, there have been no losses, accidents or circumstances that may give rise to a Workers' Compensation claim for the period from 9/5/13 to PRESENT.

I understand that the submission of this form does not obligate the Paychex Insurance Agency, Inc. to provide or secure Workers' Compensation coverage. Placement of coverage through the Paychex Insurance Agency, Inc. is subject to insurance carrier approval.



(Applicant Signature - Owner or Officer)

(Date)

