

PAYROLL PROCESSING SERVICES AGREEMENT

This Payroll Processing Services Agreement (the "Agreement") is entered into as of _____, 20____, by and between:

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client"), and

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Service Provider").

WHEREAS, Client desires to retain Service Provider to perform payroll processing and related services, and Service Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Service Provider shall provide the following payroll processing services to the Client (the "Services"):

- a) Calculation of gross wages, tax withholdings, deductions, and net pay for Client's employees;
- b) Preparation and distribution of direct deposits and/or physical payroll checks;
- c) Preparation and filing of local, state, and federal payroll tax returns;
- d) Generation of standard payroll reports and year-end tax forms (e.g., W-2s, 1099s);
- e) Other services as mutually agreed upon in writing:

2. CLIENT RESPONSIBILITIES

Client shall provide all necessary, accurate, and timely data required for the performance of the Services, including but not limited to employee hours, rate changes, tax withholding forms, new hire information, and termination details. Such information must be submitted to the Service Provider no later than _____ business days prior to the scheduled pay date.

3. FEES AND PAYMENT TERMS

In consideration for the Services, Client shall pay Service Provider in accordance with the following fee structure:

Base Processing Fee: \$_____ per _____

Per Employee/Contractor Fee: \$_____ per pay cycle

Year-End Reporting Fee: \$_____

Other Fees: _____

Invoices shall be generated on a _____ basis. Client shall pay all invoices within _____ days of receipt.

4. TERM AND TERMINATION

This Agreement shall commence on _____, 20____, and shall continue on a _____ basis until terminated. Either party may terminate this Agreement by providing _____ days written notice to the other party.

5. CONFIDENTIALITY AND SECURITY

Service Provider agrees to maintain the absolute confidentiality of all employee and corporate records provided by the Client. Service Provider shall implement and maintain commercially reasonable security measures to protect against unauthorized access, alteration, disclosure, or destruction of the data.

6. LIMITATION OF LIABILITY

Service Provider shall not be liable for any errors, omissions, penalties, or interest resulting from inaccurate, incomplete, or late data provided by the Client. Except in cases of gross negligence or willful misconduct, Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the Service Provider in the _____ months preceding the event giving rise to liability.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Payroll Processing Services Agreement as of the date first written above.

CLIENT:

SERVICE PROVIDER:

Authorized Representative Signature

Authorized Representative Signature

Printed Name

Printed Name

Title

Title

Date

Date