

COMPREHENSIVE PAYROLL MANAGEMENT SERVICES AGREEMENT

This Comprehensive Payroll Management Services Agreement (the "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date"), by and between:

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

and

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

1. ENGAGEMENT OF SERVICES

The Client hereby engages the Provider to perform payroll administration and management services, and the Provider agrees to perform such services under the terms and conditions set forth in this Agreement.

2. SCOPE OF SERVICES

The Provider shall deliver the following payroll administration services (collectively, the "Services"):

1. Calculation of gross wages, deductions, withholdings, and net pay for all Client employees.
2. Processing and distribution of payroll via direct deposit or physical checks in accordance with the agreed schedule.
3. Preparation and filing of local, state, and federal payroll tax returns.
4. Issuance of annual tax statements, including but not limited to Form W-2 and Form 1099.
5. Maintenance of accurate payroll records and provision of standard payroll reporting to the Client.

3. CLIENT RESPONSIBILITIES

1. The Client shall provide complete, accurate, and timely data required for payroll processing, including hours worked, rate changes, employee status updates, and onboarding documentation.
2. All payroll data must be submitted to the Provider no later than _____ business days prior to the scheduled pay date.
3. The Client is solely responsible for ensuring sufficient funds are available in its designated bank account to cover all payroll disbursements, tax liabilities, and associated fees at least _____ days prior to the disbursement date.

4. FEES AND PAYMENT

1. The Client agrees to pay the Provider for the Services in accordance with the fee schedule outlined in Schedule A of this Agreement.
2. Invoices will be generated _____ and are due and payable within _____ days of

the invoice date.

3. Late payments shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is lower.

5. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall continue on a _____ basis until terminated.
2. Either party may terminate this Agreement without cause by providing _____ days written notice to the other party.
3. Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receiving written notice thereof.

6. CONFIDENTIALITY AND DATA SECURITY

1. Both parties agree to maintain the strict confidentiality of all proprietary and sensitive personal information, including but not limited to employee names, Social Security numbers, bank details, and compensation rates.
2. The Provider shall implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to protect Client data from unauthorized access, loss, or disclosure.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. The Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate, incomplete, or untimely information provided by the Client.
2. The Client agrees to indemnify and hold harmless the Provider against any claims, liabilities, or losses arising from the Client's failure to maintain sufficient funds in its accounts for payroll processing.
3. In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to any principles of conflicts of law. Any legal actions arising under this Agreement shall be brought exclusively in the courts of _____.

9. ENTIRE AGREEMENT

This Agreement, including any attached schedules, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Comprehensive Payroll Management Services Agreement as of the Effective Date.

PROVIDER

CLIENT

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date