

PAYROLL ADMINISTRATION SERVICES AGREEMENT

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

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

and

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

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

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

1. SCOPE OF SERVICES

Provider shall perform the payroll administration services detailed below (the "Services"):

- a. Processing of regular, scheduled payroll for Client's employees and independent contractors.
- b. Calculation of gross wages, deductions, withholdings, and net pay.
- c. Administration of direct deposits and generation of physical checks, as applicable.
- d. Filing of local, state, and federal payroll taxes and submission of required regulatory reports.
- e. Preparation and distribution of year-end tax forms, including W-2s and 1099s.
- f. Provision of standard payroll reports to Client following each payroll cycle.

2. CLIENT RESPONSIBILITIES

- a. Client shall provide all necessary, accurate, and timely data required for payroll processing, including hours worked, rate changes, employee onboarding forms, and termination details, no later than _____ days prior to each scheduled payroll date.
- b. Client warrants that all funds required for payroll deposits, taxes, and service fees will be available in the designated bank account at least _____ days prior to the payroll disbursement date.

3. FEES AND PAYMENT TERMS

- a. Client shall pay Provider for the Services in accordance with the fee schedule attached hereto as Exhibit A.
- b. Invoices will be issued _____ and are due within _____ days from the invoice date.
- c. Late payments shall be subject to a monthly interest charge of _____% or the maximum rate permitted by law, whichever is less.

4. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and shall continue on a _____ basis unless terminated by either party.
- b. Either party may terminate this Agreement without cause by providing _____ days written notice to the other party.
- c. 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.

5. CONFIDENTIALITY AND DATA SECURITY

- a. Each party agrees to maintain the strict confidentiality of all proprietary or non-public information, including but not limited to employee personal data, compensation details, and financial account information.
- b. Provider shall implement and maintain appropriate administrative, physical, and technical safeguards to protect confidential information from unauthorized access, loss, or disclosure.

6. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement. Provider's total liability for any claim arising out of or related to this Agreement shall not exceed the total fees paid by Client to Provider in the _____ months preceding the event giving rise to the claim.

7. GOVERNING LAW

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

8. ENTIRE AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the entire agreement 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 Administration Services Agreement as of the Effective Date.

CLIENT:

PROVIDER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____