

PAYROLL ADMINISTRATION AND TAX FILING AGREEMENT

This Payroll Administration and Tax Filing Agreement (the "Agreement") is entered into and made effective as of _____, 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").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Provider shall perform payroll administration and tax filing services as detailed below:

- a. Processing of gross-to-net payroll calculations for Client's employees according to the payroll schedule provided by the Client.
- b. Preparation and distribution of direct deposits and/or physical checks to Client's employees.
- c. Calculation, collection, and electronic filing of applicable federal, state, and local payroll taxes.
- d. Preparation and filing of quarterly and annual payroll tax returns, including but not limited to Forms 941, 940, W-2, and W-3.
- e. Generation of standard payroll reports and secure delivery of payroll documents to the Client.

2. CLIENT OBLIGATIONS AND RESPONSIBILITIES

- a. The Client shall provide all necessary, accurate, and complete payroll data (including hours worked, rate changes, new hire information, terminations, and employee bank details) to the Provider no later than _____ business days prior to the scheduled pay date.
- b. The Client warrants that all provided data is true and accurate. The Provider shall not be liable for penalties, interest, or other liabilities resulting from inaccurate or untimely data provided by the Client.
- c. The Client shall maintain sufficient funds in its designated bank account to cover all payroll disbursements, tax liabilities, and service fees at least _____ business days prior to the processing date.

3. FEES AND PAYMENT

- a. The Client agrees to pay the Provider for services rendered in accordance with the fee schedule listed below or attached hereto:

- b. All fees and payroll funding will be collected via electronic funds transfer (ACH) from the Client's designated bank account.
- c. Late payments or NSF (Non-Sufficient Funds) incidents will incur a fee of _____ per occurrence, plus interest on outstanding balances at a rate of _____ % per month.

4. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and shall continue on a _____ basis.
- b. Either party may terminate this Agreement by providing _____ days written notice to the other party.
- c. The Provider reserves the right to suspend or terminate services immediately without notice if the Client fails to fund payroll or tax

liabilities by the designated deadline.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. The Provider's liability under this Agreement shall be limited to direct damages and shall not exceed the total fees paid by the Client to the Provider during the _____ month period preceding the event giving rise to the liability.
- b. The Provider shall not be held liable for tax penalties, interest, or late fees if such liabilities arise due to inaccurate or untimely data submitted by the Client, or due to insufficient funds in the Client's bank account.
- c. The Client shall indemnify, defend, and hold harmless the Provider against any claims, losses, or expenses resulting from any breach of this Agreement by the Client.

6. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality regarding all non-public, proprietary, or sensitive employee information, financial records, and business operations disclosed during the term of this Agreement, in accordance with applicable state and federal privacy laws.

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 constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings, whether oral or written. Any modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Payroll Administration and Tax Filing Agreement as of the date first written above.

PROVIDER:

CLIENT:

Authorized Signature

Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____