

CORPORATE PAYROLL ADMINISTRATION SERVICES AGREEMENT

This Corporate Payroll Administration Services Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Client:

Company Name: _____

Address: _____

Represented by: _____

Title: _____

AND

Service Provider:

Company Name: _____

Address: _____

Represented by: _____

Title: _____

1. SCOPE OF SERVICES

The Service Provider shall perform the following payroll administration services (the "Services") for the Client:

- a. Processing of regular payroll cycle calculations, including gross salary, deductions, withholdings, and net salary.
- b. Preparation and processing of direct deposits and physical paychecks.
- c. Filing of all applicable federal, state, and local payroll taxes.
- d. Preparation and issuance of year-end tax forms, including W-2s and 1099s.
- e. Provision of payroll reports to the Client upon request and at specified intervals.

2. FEES AND COMPENSATION

In consideration for the Services provided, the Client agrees to pay the Service Provider in accordance with the following terms:

- a. Base Administration Fee: \$_____ per _____.
- b. Per Employee/Contractor Fee: \$_____ per cycle.
- c. Invoices shall be issued on the _____ day of each month and are payable within _____ days from the date of invoice.

3. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on _____ and shall continue in full force and effect until terminated by either party.
- b. **Termination for Convenience:** Either party may terminate this Agreement by providing _____ days' prior written notice to the other party.
- c. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material obligation under this Agreement and fails to cure such breach within _____ days of receiving written notice thereof.

4. DATA PROTECTION AND CONFIDENTIALITY

The Service Provider shall maintain strict confidentiality regarding all Client employee data and business financial records. The Service Provider agrees to implement and maintain appropriate technical and organizational measures to protect personal data against unauthorized processing, accidental loss, damage, or disclosure, in compliance with applicable data protection regulations.

5. LIMITATION OF LIABILITY

The Service Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate data provided by the Client. The maximum liability of the Service Provider under this Agreement for any cause whatsoever shall not exceed the total amount of fees paid by the Client to the Service Provider in the _____ months preceding the event giving rise to liability.

6. GOVERNING LAW

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

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

CLIENT

SERVICE PROVIDER

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____