

CORPORATE PAYROLL PROCESSING SERVICES CONTRACT

Service Agreement

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

PROVIDER:

With a principal place of business at: _____
Represented by: _____

CLIENT:

With a principal place of business at: _____
Represented by: _____

Provider and Client may collectively be referred to herein as the "Parties" or individually as a "Party."

1. SCOPE OF SERVICES

The Provider shall perform corporate payroll processing services for the Client, which shall include the following:

- a. Calculation of gross wages, net pay, withholdings, taxes, and other deductions.
- b. Preparation and distribution of direct deposits and/or physical checks.
- c. Filing of applicable federal, state, and local payroll tax returns.
- d. Issuance of annual tax statements (e.g., W-2, 1099, or local equivalents).
- e. Generation of standard payroll reports as requested by the Client.

2. CLIENT OBLIGATIONS

The Client shall provide the Provider with all necessary, accurate, and complete payroll data and employee information in a timely manner. This information includes, but is not limited to, hours worked, salary changes, employee designations, and tax forms. The Provider shall not be liable for any errors, penalties, or delays resulting from inaccurate or untimely information provided by the Client.

3. FEES AND PAYMENT

In consideration for the services provided, the Client shall pay the Provider in accordance with the following terms:

- a. Base Service Fee: \$ _____ per payroll cycle.
- b. Per Employee Fee: \$ _____ per employee processed per cycle.
- c. Additional Processing Fees: \$ _____ for special or out-of-cycle processing.
- d. Invoices shall be generated _____ and payment is due within _____
days of the invoice date.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue _____. Either Party may terminate this Agreement by providing _____ days written notice to the other Party. In the event of material breach, the non-breaching Party may terminate this Agreement immediately upon written notice.

5. CONFIDENTIALITY AND DATA PROTECTION

Both Parties agree to hold all personal, proprietary, and financial information in strict confidence. The Provider shall implement appropriate technical and organizational measures to secure and protect personal data against unauthorized processing, accidental loss, disclosure, or access in compliance with applicable data protection laws.

6. LIMITATION OF LIABILITY

The Provider's total liability under this Agreement for any cause of action, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Provider during the _____ months immediately 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 _____, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Corporate Payroll Processing Services Contract as of the Effective Date.

PROVIDER:

CLIENT:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date