

PAYROLL ADMINISTRATION SERVICES AGREEMENT

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

Service Provider: _____, with its principal place of business located at _____

(hereinafter referred to as the "Provider"),

AND

Client: _____, with its principal place of business located at _____

(hereinafter referred to as the "Client").

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

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Provider, and the Provider agrees to perform the following payroll administration services (the "Services"):

- a. Calculation of employee wages, salaries, overtime, bonuses, and commissions.
- b. Administration and execution of direct deposits and physical check issuances.
- c. Withholding, reporting, and payment of federal, state, and local payroll taxes.
- d. Preparation and filing of quarterly and annual payroll tax returns.
- e. Distribution of Year-End tax statements, including but not limited to Form W-2 and Form 1099.
- f. Provision of standard payroll reports to the Client.

2. TERM OF AGREEMENT

This Agreement shall commence on _____ and shall remain in effect for a period of _____, unless terminated earlier in accordance with the provisions of this Agreement.

3. FEES AND PAYMENT TERMS

- a. As compensation for the Services rendered, the Client shall pay the Provider in accordance with the Fee Schedule attached hereto.
- b. Invoices shall be issued _____ and are due within _____ days from the date of the invoice.
- c. Late payments shall be subject to an interest charge of _____ % per month on outstanding balances.

4. CLIENT OBLIGATIONS AND RESPONSIBILITIES

- a. The Client shall provide all necessary, accurate, and complete payroll-related data, employee information, tax documents, and timesheets in a timely manner.
- b. The Client shall maintain sufficient funds in its designated bank account to cover all payroll distributions, tax payments, and service fees at least _____ business days prior to the payroll execution date.

5. CONFIDENTIALITY AND DATA PROTECTION

- a. Both Parties agree to maintain the confidentiality of all proprietary, financial, and personal information obtained during the performance of this Agreement.
- b. The Provider shall implement appropriate technical and organizational measures to secure and protect personal data against unauthorized processing, accidental loss, destruction, or disclosure.

6. LIMITATION OF LIABILITY

The Provider shall not be held liable for any penalties, interest, or losses resulting from inaccurate, incomplete, or delayed information provided by the Client, or from insufficient funds in the Client's accounts. In no event shall either party's liability exceed the total fees paid under this Agreement during the preceding _____ months.

7. TERMINATION

- a. Either Party may terminate this Agreement by giving _____ days written notice to the other Party.
- b. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach and fails to cure such breach within _____ days of receiving notice.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of _____, without regard to its conflict of law principles. Any legal actions arising under this Agreement shall be brought exclusively in the courts of _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether oral or written.

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

For the Service Provider:

For the Client:

Authorized Signature

Name: _____

Title: _____

Date: _____

Authorized Signature

Name: _____

Title: _____

Date: _____