

**Custom
Payroll
Associates, Inc.
PAYROLL SERVICES CONTRACT**

This agreement is entered into on _____ 20____, between **CustomPayroll.com** a division of **Custom Payroll Associates, Inc. (CPAI)** and Company: _____ (**Client**).

The following services will be performed at **Custom Payroll Associates, Inc.**, which is currently located at 816 Office Park Circle, Lewisville, TX 75057.

PAYROLL SERVICES - STANDARD

- Calculate and Direct Deposit all Net Pay Amounts As Required
- Impound and deposit tax payments for Federal and one State
- Create and file all payroll tax filings for Federal and one State
- Provide via the Internet reports, copies of tax filings and paystubs
- Perform Additional Services, as needed, at the ancillary pricing designated on the web site

The fee varies by the number of netpays in a pay period (see price list). *This Agreement is subject to change.*

Client Agrees to the Following:

1. To furnish **CPAI** with all of the information, on a timely basis, needed to properly perform services contracted for.
2. To pay all fees and associated taxes at the time services are completed, unless otherwise agreed to in writing in advance of services being performed.
3. To hold **Custom Payroll Associates, Inc.** harmless so that **Custom Payroll Associates, Inc.** will not be liable or responsible for any claims or damages from or by anyone at all arising out of or attributable to the operation or performance of **Custom Payroll Associates, Inc.** under this agreement. In any event no liability of **Custom Payroll Associates, Inc.** shall exceed the amount of its monthly charge to **Client**.

Either party may cancel this agreement by giving a 30-day written notice to the other party.

Custom Payroll Associates, Inc. will be liable only for its own negligence, and not for that of other parties. The extent of liability of Custom Payroll Associates, Inc. shall not exceed the extent of interest and penalties charged to the client that have occurred through negligence of Custom Payroll Associates, Inc..

Custom Payroll Associates, Inc. shall not be responsible for incidental or consequential damages which the client may incur from the failure of Custom Payroll Associates, Inc. to perform. This contract shall be governed by the laws of the State of Texas

Other Agreements

In the event that an Originator uses a Third Party Sender (as such terms are defined in the NACHA Rules) to facilitate ACH transfers from, or to the Originator, through us, the Originator and Third Party Sender shall have entered into appropriate agreements, subject to review and approval by us in the exercise of our absolute discretion, in which: (i) the Third Party Sender shall agree: (a) to be bound by the NACHA rules in effect from time to time; (b) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and, (c) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Third Party Sender; and, (ii) the Originator shall agree: (x) to assume the responsibilities of an Originator under the NACHA rules; (y) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and, (z) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Originator or Third Party Sender for its benefit. In any event, such agreements shall provide that we are a third party beneficiary thereto. After review of such agreements by us, if we believe that such agreements are inadequate to: (i) evidence the relationship of the parties; (ii) provide for the parties' agreement to be bound by the NACHA rules; or, (iii) provide for adequate indemnity of us against any losses that arise as a result of ACH transfers initiated by the Originator through the use of a Third Party Sender or by the Third Party Sender for the benefit of an Originator, we shall require, and the party entering into this relationship with us shall cause, the Originator and the Third Party Sender to amend such agreements to conform with these provisions

Client Signature

CPAI Representative Signature

Printed Name & Title

Printed Name & Title