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PAYROLL TAX PROCESSING AGREEMENT

Basic Pay LLC, (hereinafter known as Tax Agent) agrees to make available, at the rates agree to, the services herein described. _____ (hereinafter known as Client). Client agrees that all ACH direct debit transactions will be processed one (1) banking day prior to check date.

This agreement shall become effective upon its acceptance by Basic Pay LLC, and continues until either party elects to terminate this agreement by issuing, to the other party, a written thirty-day notification by certified mail/return receipt requested or registered mail, of its intent to terminate or until terminated as otherwise provided for in this agreement. Should Client terminate this agreement owing tax balances and/or fees to Tax Agent, Client, its officers and directors, and any owner or owners agree to be held personally liable for any outstanding balances, and shall hold the Tax Agent, its officers, employees and agents, harmless from any and all claims including indemnification against liability. Such deficits are subject to interest and service charges. Should Client have a positive account balance following payment of all tax liabilities due under the terms of this agreement, said balance will be returned within 30 days following the end of the quarter in which the termination occurs.

Tax Agent will generate payroll tax information from payroll input data as supplied by Client and will deposit all taxes when due and further will prepare and file all returns as required by federal, state and local taxing authorities as permanently installed for client; Tax Agent will maintain a record of the payments, determine and reconcile Client's payroll tax account position based on quarterly returns prepared and filed with the aforementioned taxing authorities.

The attached terms and conditions of payroll tax processing are understood as a part of this agreement.

This payroll tax processing agreement supersedes any and all other payroll tax processing agreements, warranties, or representatives other than those contained in this document. The laws of the State of New York govern the terms and conditions above. Any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be settled by arbitration administered by the American arbitration Association in accordance with its commercial Arbitration Rules (including the Emergency Interim Relief Procedures) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AGREED TO:

ACCEPTED BY:

 Authorized Signature Date

 Authorized Signature Date
 Basic Pay LLC

 Name (Type or Print)

 Name (Type or Print)

 Client Legal Name

 Title

 Address

 City State Zip