

Payroll Tax Filing Agreement

Fastpay Payroll Services agrees to do payroll tax filing for Client under the following terms and conditions:

Fastpay Payroll Services (FPS) hereby warrants, covenants and promises to perform the services of Payroll Tax Processing for Client according to the terms and conditions set forth herein and within the timeframe provided for by the Taxing Authorities unless prevented from doing so by causes beyond the reasonable control of FPS. This service does not relieve Client of any duty imposed on Client by law to maintain records regarding Client's business or employees. FPS does not relieve Client of any duty to inform FPS of notices received by Federal or State agencies.

Client or Client's agent agrees to furnish complete and accurate payroll tax information, including required deposit and return history, if any, prior to the initiation of tax service. Client or Client's agent agrees that any changes, additions or deletions to Client payroll tax information will be made known to FPS immediately and in writing. (Including but not limited to changes in state unemployment rates).

Client agrees to process by 11:00 AM one day prior to check date.

Client agrees to authorize the direct debit of a DDA account through the ACH system and to maintain sufficient funds in said account to cover all tax liabilities and fees. Client agrees that debits will be made one day prior to check date. Adjustments required to accurately and timely process Client's tax account are rendered and charged without prior notification to Client. If Client funds are unavailable at the time of impound, Fastpay will notify Client to bank wire funds immediately. In case of insufficient funds in Client's account, FPS may terminate tax services at its own discretion.

The term Payroll Tax Processing as defined herein means: FPS will (1) deposit federal and state payroll taxes as required by taxing authorities, (2) prepare federal and state tax returns as required by taxing authorities, (3) provide copies of payroll tax returns filed, and (4) maintain records of Client's tax account. In no way does the performing of the above services for Client place FPS in the position of Creditor in regard to any bankruptcy or other legal proceedings.

Notwithstanding any provision of law which may require otherwise, client's transfer of funds to FPS pursuant to the terms and conditions set forth herein constitutes an acknowledgment by Client that FPS may invest such funds as FPS deems appropriate and that any and all profits, accumulations and any other form of gain resulting from such investments shall accrue for the benefit of and be the sole property of FPS. FPS agrees to return Client tax funds in excess of actual tax liabilities and FPS fees.

Upon termination of service, Client agrees to provide at least 30 days written notice of its election to terminate. All Clients leaving the tax service shall pay a Termination Service Continuance charge of \$150.00 to cover costs of required follow-up after the discontinuance of service. Should Client leave the service owing tax balances and/or fees to FPS, the officers of said Client agree to be held personally liable for the deficit amount. Such deficits are subject to interest and service charges.

Client or Client's agent's failure to comply with all items contained within the Terms and Conditions, terminates this contract and relieves FPS of any liability for the proper execution of payroll tax processing as defined in this document. Client understands that all services rendered by FPS under the terms of this document shall be based upon information furnished by Client or Client's agent.

Therefore, Client promises to indemnify and hold FPS harmless from any claim against Client and/or FPS arising out of the use of information furnished by Client or Client's agent. The total liability of FPS is limited to the correction of any error due to the negligence of FPS.

Fastpay Payroll Services

■ The Latest in Online Payroll Technology!

Special Note: Client is ultimately responsible for the deposit and payment of federal tax liabilities. Even though FPS is making the deposits, the Client is the responsible party. The IRS recommends employers verify EFTPS payments as part of their bank account reconciliation process. We therefore highly recommend you go to <http://www.eftps.gov/> to enroll and verify that your tax payments have been made by FPS.

The Terms and Conditions stated herein between Client and FPS supersedes any and all prior agreements, warranties, or representatives other than those contained within this document, and shall remain in effect until such time as either Client or FPS provides 30 days written notification to the other that service is no longer needed or provided. This Terms and Conditions document is governed by the laws of the State of Texas.

The first check date on the tax service is _____, 20__.

Agreed To:

Accepted by:

Authorized Signature Date

FPS Authorized Signature Date

Name (Type or print)

Name (Type or print)

Client Legal Name

Title

Address

City State Zip

Tax Filing Frequency: This is Mandatory!!

Monthly Semi-Weekly

I understand that if the tax filing frequency above is incorrect, our company will be liable for any penalties incurred.

Authorized Signature Date