

Paychex Service Agreement

Company Name _____

Federal ID Number _____

Services Selected by Company: See Part A – Product Selection Page

This Paychex Service Agreement (the "Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party". Unless otherwise specified in this Agreement, the effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services selected by Client in Part A.

1. **Paychex Services.** Client engages Paychex to provide the service(s) selected by Client(s) in Part A of this Agreement ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.
2. Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from or made available by Paychex or provided to Paychex as required by applicable Laws.
3. Client understands that this Agreement may be considered an application for credit. Client authorizes Paychex to investigate and verify the identity, bank account and/or credit of Client and/or its principals, including bank account status and history, prior to providing any Services under this Agreement (collectively "Client Verification"). Paychex may also perform Client Verification pursuant to applicable federal and/or state requirements. Client acknowledges that Paychex may engage third parties to perform Client Verification and authorizes Paychex to share with third parties Client data, including Client Confidential Information, to perform Client Verification. Client further agrees that Paychex is not liable for the actions or inactions of such third parties, including but not limited to any unauthorized use or disclosure of Client data by third parties.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in this Agreement, including, without limitation the provisions addressing governing law and arbitration. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The Parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Authorized Officer/Representative Name _____

Title _____
Print

Authorized Officer/Representative Signature _____

Date _____