

# Alaska's Best Payroll Solution Inc.

Many business needs, one BEST solution!



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Anchorage, Alaska. 99515  
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Information@alaskasbestpayroll.com

Date: _____	Company Name: _____	
Address: _____		
City: _____	State: _____	Zip: _____
Contact Name: _____		
Phone: _____	Fax: _____	Email: _____
Pay Frequency: _____		1 <sup>st</sup> Process Check Date: _____

Alaska's Best Payroll Solution Inc.. ("ABPSI") agrees to provide, and the undersigned agrees to accept, certain electronic data processing services relating to payroll and/or timekeeping. Both ABPSI and Client are sometimes referred to as "Parties".

1. This agreement has no set term or expiration date. Either party may cancel this arrangement at any time without notice.
2. Invoice terms are NET DUE UPON RECEIPT. Sales taxes are added when applicable. *ABPSI* may add a late fee of one and one-half percent per month on amounts past due thirty days or more.
3. *ABPSI* has the responsibility of accurately preparing information as it is given to *ABPSI*. *ABPSI* is not responsible for any inaccuracies or liabilities caused by incorrect instructions or information, provided by client or client designee.
4. *ABPSI* will use its best efforts to provide services in a timely manner and to provide for the security, safety, and confidentiality of client information.
5. *ABPSI* is an independent contractor and is not an agent or employee of the Client.
6. This agreement shall become effective upon being signed and dated by the Parties.

## Pricing Does Not Include:

- ✓ 24 hour turnaround
- ✓ Time clock corrections (over 2 per day)
- ✓ Reprocessing of closed payrolls
- ✓ Work statements
- ✓ Qrtly history corrections (941, ESC)
- ✓ FICA tip credit reports
- ✓ Workers compensation reports
- ✓ Section 125 premium only reports
- ✓ 401K program
- ✓ 1099's
- ✓ Time clock (optional)
- ✓ W-2's
- ✓ W-3 electronic transmittal
- ✓ Direct deposit of payroll
- ✓ EFTPS tax payment (941 & 940)
- ✓ Courier service (Anchorage area)
- ✓ Qrtly & year end fed/state reports
- ✓ CSED inquiry

Subject to the terms and conditions contained herein and on the agreement form ("Agreement") executed by purchaser "Client", said agreement. ABPSI shall provide Client with such payroll, tax, and other data processing services as Client may request from time to time (the "Services"). All references herein to "Client" shall also refer to Client and its affiliates that are receiving the Services pursuant hereto. Certain Services such as Direct Deposit and Tax Filing are available only for as long as Client meets ABPSI's eligibility requirements.

## 1. THE SERVICES

- A. Security. If ABPSI employees are located on Client's property, ABPSI will advise such employees to observe the reasonable security policies of the Client if such are communicated to ABPSI sufficiently in advance in writing.
- B. Use of Services. Client will use the Services in accordance with the instructions and policies established by ABPSI. Client will use the Services only for the internal business purposes of the Client. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any party other than the Client.
- C. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ABPSI by Client (including federal, state, and local tax identification numbers). The person signing the Agreement, or such other person designated in writing by the person signing the Agreement, is the Client's authorized payroll contact from whom ABPSI will take all instructions and ABPSI will not be liable for following those instructions. Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. Client further agrees to provide complete, accurate and timely information as necessary to the performance of Services under this Agreement and to verify or correct such information as appropriate, on a timely basis. Client's designee, will approve payroll before checks and/or direct deposit is issued by ABPSI. Client also agrees and understands it is the Client's obligation to check all payroll and related documents for accuracy immediately. The accuracy and the integrity of the Service can provide is limited by the nature of information the Client provides. Client will notify ABPSI immediately, in writing, if any information in said records or reports is invalid or inaccurate. ABPSI shall in no way be responsible for the accuracy of any information provided by Client or Client's representatives. ABPSI is not liable for Client errors, wage and hour violations, sex discrimination, or other employment practices or policies, which may violate the law. It is the Client's obligation to check the payroll and related documents for accuracy immediately upon receipt.
- D. Client Responsible for Compliance with Laws. The Services are designed to assist Client in complying with applicable laws and governmental regulations. Nevertheless, the Client and not ABPSI will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its business; and (ii) for any use Client may make of the Services to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the Services in complying with laws and governmental regulations. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- E. Direct Deposit. With respect to Direct Deposit, prior to the first credit to the amount of any employee or other individual (a "Payee"), Client shall obtain a signed authorization from such Payee (a "Payee Authorization") and a voided check with payees bank account information clearly written, which shall be in a form approved by ABPSI and shall authorize the initiation of credits by Client or ABPSI to such Payee's account and debits by Client or ABPSI to such account to recover funds credited to such account in error. Client shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to ABPSI upon request. Client shall not hold ABPSI responsible for any direct deposit payments made in error or to an erroneous bank account supplied by client. Client also agrees to cooperate with ABPSI to recover funds erroneously included in any direct deposit issued to any Payee or credited to any Payee's account in error. Client agrees to indemnify, defend and hold harmless ABPSI and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any Direct Deposit request by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys fees, in any claims or suits arising by reason of stopping payment on such check, including claims made by a "holder in due course" of such check.

## 2. FEES; TAXES; PAYMENTS

- A. Fees. Client shall pay ABPSI for the Services indicated on this Agreement at the rates set forth after the date this Agreement is accepted by Client (assuming no changes in requirements, specifications, volumes or quantities). Client shall pay ABPSI for the Services added by Client after the date hereof at ABPSI's then prevailing prices for such Services. ABPSI may increase prices at any time. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay all invoices in including past due and current before receiving any services from Alaska's Best Payroll. ABPSI may add a late fee of one and one-half percent per month on amounts past due thirty days or more. Alaska's best payroll may withhold services including paperwork not limited to payroll checks, documents and W2's from client until all invoices have been paid in full. Client shall reimburse ABPSI. for any expenses incurred, including interest and reasonable attorney fees, in collecting any amounts due ABPSI. hereunder.
- B. Taxes. If client elects to have ABPSI submit any tax payment on client's behalf, client is responsible for funds being available in their appropriate bank account on the due date of each tax payment. Client is responsible for the timely and accurate payment of all taxes. Client is also responsible for the timely and accurate submittal of all tax forms.

## 3. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ABPSI. EXPRESSLY DICLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES. THE ABPSI. PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ABPSI. OR ANY THIRD-PARTY SOFTWARE DEVLIVERED BY ABPSI..

## 4. INTELLECTUAL PROPERTY

Client Infringement Indemnity. Client will defend ABPSI against, and pay damages assessed in, any suit or cause of action alleging that the ABPSI. Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from a Client Infringement Event. "Client Infringement Event" means (i) any alteration, change, modification and/or enhancement of the ABPSI. Products made by Client or any third-party on behalf of Client without ABPSI.'s express permission; (ii) Client's use of the ABPSI. Products in combination with any hardware, software or other materials not expressly authorized by ABPSI., or use of other than the most current release of the ABPSI. Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the ABPSI Products after Client has been notified that the ABPSI. Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified ABPSI Products after Client has been informed of modifications that would avoid claims of infringement.

## 5. GENERAL PROVISIONS.

Protection of Client Files. ABPSI is not, and will not be client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep

copies of all documents and information of any kind and in any form (electronic, paper, or other) delivered to ABPSI..

## 6. LIMITATION OF LIABILITY

Except where elsewhere set forth herein, this Section 6 sets forth the full extent of ABPSI.'s liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies.

- A. Client Responsibility. Client will solely be responsible for, and ABPSI shall not be responsible for any liability related in any way to, (i) the consequences of any instructions Client may give to ABPSI, (ii) Client's failure to use the Services in the manner prescribed by ABPSI, and (iii) Client's failure to supply accurate input information. B. Errors and Omissions. ABPSI.'s sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by ABPSI shall be to correct the affected client report, data or tax agency's filings, as the case may be. Upon the request of Client, ABPSI will correct any error or omission made by ABPSI in connection with the Services at no additional charge to Client.
- B. LIMIT ON MONETARY DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (OTHER THAN AND SUBJECT TO SECTION ABOVE AND SECTION 6(D) BELOW), ABPSI.'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER MADE BY CLIENT OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE SERVICES WILL BE LIMITED IN EACH INSTANCE TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY CLIENT; OR, (II) ABPSI.'S CHARGES FOR THE AFFECTED SERVICES; PROVIDED, HOWEVER, THAT ABPSI.'S AGGREGATE LIABILITY HEREUNDER IN ANY CALENDAR YEAR WILL NOT EXCEED THE AVERAGE CHARGE FOR ONE PAYROLL PROCESSING PAID BY CLIENT TO ABPSI. FOR THE PAYROLL SERVICES DURING SUCH CALENDAR YEAR. ABPSI. WILL ISSUE CLIENT A CREDIT(S) EQUAL TO THE APPLICABLE AMOUNT AND ANY SUCH CREDIT(S) WILL BE APPLIED AGAINST SUBSEQUENT PAYROLL PROCESSING.
- C. Tax Penalties and Interest Assessments. If as a result of an error or omission made by ABPSI in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assess interest against Client, ABPSI. will (i) pay all penalties resulting from ABPSI.'s error or omission and (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ABPSI.. In any such case, Client will be responsible for all additional taxes and any other interest charges.
- D. Direct Deposit. Neither ABPSI nor the Originating Bank (bank or other financial institution ABPSI. uses to initiate banking transactions to and from Client's account, Taxing Authorities' accounts, third party vendors' accounts, and ABPSI.'s accounts) shall be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries or issuing checks and/or Direct Deposit in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed; (ii) due to Client's credit worthiness; or (iii) because ABPSI. has not received timely funds from Client as required by Section 1(C). Client agrees that ABPSI. will not be liable for any damages to Client arising from any bank or financial institution decision to withhold the release of a Client payroll which is process on checks and/or Direct Deposit. Regardless of any such delay in the release of checks and/or Direct Deposit, Client will still be obligated to pay ABPSI. for applicable payroll processing charges.
- E. No Consequential Damages. NEITHER ABPSI NOR THE ORIGINATING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT CLIENT OR OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER, CAUSED AND UNDER WHATEVER THEORY OF LIABILITY. THIS CLAUSE SHALL IN NO WAY BE INTERPRETED SO AS TO NEGATE ANY OTHER PROVISION IN THIS AGREEMENT WHICH SETS FORHT THE LIMITS OF LIABILITY FOR ABPSI.
- ## 7. TERM AND TERMNIATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT
- A. Services. This agreement has no set term or expiration date. Either party may cancel this arrangement at any time without notice.
- B. Post-Termination. if any services are terminated, Client will immediately (i) become solely responsible for all of its third party payment obligations covered by such Services then or thereafter due (including for Tax Filing Services, all related penalties and interest); (ii) pay any and all fees and charges invoiced by ABPSI to Client relating to the Services. If ABPSI elects not to terminate any or all of the Services as permitted hereunder, ABPSI may require Client to pay its outstanding and all future third party payment amounts covered by the Services and/or ABPSI.'s fees and charges for the Services to ABPSI by bank or certified check or by wire transfer as a condition to receiving further Services.
- C. Remedies Cumulative. The remedies contained in this Section 7 are cumulative and in addition to all other rights and remedies available to ABPSI hereunder, by operation of law or otherwise.
- ## 8. FUNDING; INDEMNIFICATION
- A. Client shall indemnify and hold harmless ABPSI from and against any loss, liability, claim, damage or legal and/or financial exposure arising from or in connection with any action, proceeding or claim made or brought against ABPSI. by any person or entity with whom Client maintains a payroll account or funds, for any ABPSI error, omission or failure incident or pursuant to ABPSI. providing the Services to Client that would have been correct by ABPSI except Client refused or was unable to fund or reimburse such person or entity.
- B. Client shall be liable for, and shall indemnify ABPSI relative to, any loss, liability, claim, damage or legal and/or financial exposure arising from or in connection with any fraudulent or criminal acts of Client's employees.
- C. Client agrees to hold harmless, defend and indemnify ABPSI from and against any claims, suits, actions or causes of action brought against ABPSI by any person or entity paid by ABPSI pursuant to this agreement which in any way relates to said person or entity's relationship with Client, including, without limitation, wage and hour matters, labor or employment matters, and discrimination of any kind. Said indemnification expressly includes attorney's fees, but not limited to incurred by ABPSI.
- ## 9. GENERAL
- A. Assignment. ABPSI may assign this Agreement without the prior written consent of the Client. Client may not assign this Agreement without the prior written consent of ABPSI.
- B. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except in writing signed by ABPSI. and Client
- C. No Third Party Beneficiaries. With respect to the Services and ABPSI Products covered herby, ABPSI suppliers, vendors, and referral partners shall receive the same indemnification and defense rights from Client as set forth in this Agreement and may enforce the same disclaimers and limitation against Client as ABPSI may under Section 3 and 6 of this Agreement. Other than ABPSI suppliers, vendors and referral partners who are intended third party beneficiaries with respect to Sections 3 and 6 of this Agreement nothing in this Agreement creates, or will be deemed to create third party

beneficiaries of or under this Agreement. ABPS HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

- D. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control.
- E. Non-Hire. During the term of this Agreement, Client shall not solicit the employment of any ABPSI. employee who has been involved in furnishing Services hereunder.
- F. Governing Law. This agreement shall be construed and governed pursuant to the laws of the State of Alaska. Any dispute arising out of this agreement shall be brought in the State of Alaska Court in Anchorage, Alaska. The parties hereto expressly consent to jurisdiction and venue in said courts and hereby waive any objection to said venue and jurisdiction.

**This Agreement shall become effective upon being signed by an authorized representative of ABPSI. This Agreement may be executed in separate counterparts, each of which shall constitute an original and each counterpart, when taken together, shall constitute one instrument. Facsimile copies of the signed Agreement shall be as valid and enforceable as the original. ABPSI'S SALES REPRESENTATIVES DO NOT HAVE THE AUTHORITY TO SIGN OR MODIFY THIS AGREEMENT**

<p>CLIENT: _____</p> <p>ADDRESS _____</p> <p>PHONE: _____</p> <p>FAX: _____</p> <p>Authorized Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Alaska's Best Payroll Solution Inc.</b></p> <p>12350 Industry Way Suite 216</p> <p>Anchorage, Alaska 99515</p> <p>PHONE: 907-345-7402</p> <p>FAX: 907-345-0536</p> <p>Authorized Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CLIENT: _____</p> <p>ADDRESS _____</p> <p>PHONE: _____</p> <p>FAX: _____</p> <p>Authorized Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	