

PAYROLL TAX SERVICE AGREEMENT

This Agreement is made this _____ day _____, 2006, by and between Interlogic Outsourcing, Inc. (*IOI*) and _____ (“Client”).

Client has the following effective date for Payroll Tax Filing Services:

- _____ Beginning of Year
- _____ Mid-Year Start
- _____ Mid-Quarter Start

FOR AND IN CONSIDERATION of the promises set forth below, the parties agree as follows:

IOI agrees to provide, and Client agrees to pay for the Payroll Tax Services provided by *IOI*. Such services include payment of all payroll tax liabilities and reporting of same as required by Federal, state and local taxing authorities as applicable to the Client’s tax filing requirements.

As a client who begins with a Mid Year or Mid Quarter start date, *IOI* will prepare and file all quarterly and annual reports for the current year, with the provision that all required documents necessary to do so are provided by Client to *IOI* within 30 days of Agreement effective date.

Client authorizes *IOI* to initiate ACH transactions against Client bank account (as listed in Authorization Agreement for Automatic (ACH) Debits) one day prior to each payroll check date, for all applicable payroll taxes incurred related to that payroll.

For the Payroll Tax Services provided under this Agreement, Client shall pay *IOI* a service fee equal to *IOI*’s then-prevailing rate for services rendered. Client shall be billed per process for all charges incurred.

IOI agrees to take reasonable steps to make timely tax deposits for all payroll taxes collected from the Client. *IOI*’s liability to Client for errors or for loss, destruction or damage caused by *IOI*’s operations or personnel shall be limited to, and Client’s exclusive remedy shall be, recovery of interest and penalty which has resulted from *IOI*’s error. At no time shall *IOI* be responsible for any taxes uncollected, which are due from Client to any taxing authority. Upon written request of client, *IOI* agrees to refund to the Client any taxes it collects from the Client that have not been deposited with a taxing authority.

IOI shall not be liable for, and Client shall hold *IOI* harmless from any incidental, indirect, special or consequential damages suffered by Client, and any claim, demand or action against Client by any third party, in connection with or arising out of this Agreement or the performance of the service hereunder.

This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first shown above.

Client: _____

Interlogic Outsourcing, Inc. (*IOI*)

By: _____

By: _____

Title: _____

Title: _____