



Date of Price Quote: 7/25/2017

Client Name: Ithaca Bakery

Product / Service	Quantity	Per Unit	Per Pay Period	Per Month	Options
Payroll Processing	375		547.74		Weekly Complete Integration
Tax Service*		incl	-		
Check Signing		incl	-		
Check Stuff/Seal		incl	-		
Direct Deposit		incl	-		
Debit Cards					
Trust Service		incl	-		Bank of Castile (No US Mail)
Agency Checks	10	3.29	32.90		Direct
Employee Self Service		incl	-		Read Only - Both
Retirement Services		incl	-		Upload (attach Retirement Setup Form)
Time Off Accrual		incl	-		Accrual
HR Support Center		incl	-		
HR On-Demand					None
HR Module				438.75	With ACA
Poster Elite					6 - None
Other HR Services (1)					None
Other HR Services (2)					None
Other HR Services (3)					None
Workers Comp Report		incl	-		Add
CPP Workers Comp					None
CPP DBL					
General Ledger		incl	-		Select
New Hire Reporting		1.63			Add
Time Clock Software	375			1,066.50	TimeWorks Plus
Time Clock Hardware	5	6,000.00			Other
Split Packaging					None
Auxiliary Services (1)					None
Auxiliary Services (2)					None
Auxiliary Services (3)					None
Labor Distribution					Remote
Job Costing					None
Delivery**	375		7.72		LaserShip Courier
Sales Tax		480.00			
Implementation					Payroll: \$750; HR: \$800; TimeClock Setup: \$1125; TimeClock Activation: \$500
Total***			\$588.36	\$1,505.25	One Time: \$3175

* Tax service includes Federal and 1 State. Add \$30/quarter for each additional State/Local.

**Delivery fee for Quarterly Reports is \$4.50/e-mail, or appropriate fee based upon paper delivery method

***Year End Processing Fee is \$50 plus \$5.54/W2, plus \$10 Shipping and Handling - Discounted 50% Year 1

Discount 40%

The price quotation above is valid for 30 days from the date set forth on this form, and is subject to the Terms and Conditions set forth on page two. The undersigned agrees to abide by the Terms and Conditions set forth on page two of this agreement.

Client Signature: _____

Name/Title of Authorized Signatory: _____

TERMS AND CONDITIONS

The following Terms and Conditions apply to and are incorporated as a material portion of the Payroll Processing Agreement between the Client identified on page one of this Agreement ("CLIENT") and Complete Payroll Processing, Inc. ("CPP"). Discounts on page 1 are guaranteed for 12 months.

FEE STRUCTURE AND PAYMENTS:

- 1. All fees invoiced to CLIENT are due and payable upon receipt. All past due amounts shall accrue interest at the greater of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by law. In the event that CPP incurs any costs or expenses for collection of any overdue account, its collection charges, including attorneys' fees, will be added to the balance due and CLIENT shall pay all such charges. CPP may withhold services, including the delivery of quarterly and annual returns, W2's and 1099's to CLIENT, for so long as CLIENT's account is delinquent.
2. CLIENT agrees to allow CPP to debit from its account(s) any and all fees due CPP under this Agreement if CPP, in its sole discretion, chooses to do so.
3. Any taxes which CPP may be required to pay or collect under any existing or future law, upon or with respect to the services provided by CPP for CLIENT, shall be for the account of CLIENT, who shall pay the amount thereof to CPP upon demand. CLIENT shall defend, indemnify and hold harmless CPP from and against all claims by any governmental or taxing authority seeking payment of taxes for which CLIENT is responsible.

CONFIDENTIALITY; INTELLECTUAL PROPERTY:

- 1. CLIENT shall not disclose to any third party, or use for CLIENT's own benefit or the benefit of any third party, any confidential or proprietary information or materials of CPP, except to the extent that such information is or becomes publicly known without any breach by CLIENT, is independently learned by or conveyed to CLIENT, or is necessary to comply with any applicable law or regulation or any legal proceedings in which such information is required to be disclosed. CLIENT shall use commercially reasonable efforts to maintain the confidentiality and security of all information and materials entrusted to CLIENT by CPP.
2. CLIENT acknowledges and agrees that CPP is and shall remain the owner of all right, title and interest in and to all proprietary information constituting and/or contained within the services, including without limitation all applicable copyrights, patents, trade secrets, trademarks, trade names, know-how and other intellectual property rights therein and all derivative works based thereon.

LIABILITY:

- 1. CLIENT is solely responsible for the content and accuracy of all payroll data processed by CPP.
2. CPP will use due care in providing services for CLIENT, and shall be responsible for correcting errors which are caused by CPP equipment, processors or employees in the course of performing the services.
3. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, CPP MAKES NO EXPRESS OR IMPLIED WARRANTIES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, CPP SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CPP HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. CPP'S LIABILITY, IF ANY, TO CLIENT FOR ANY DIRECT DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES ACUALLY PAID TO CPP DURING THE PRIOR TWELVE (12) MONTH PERIOD.
5. If CLIENT and CPP agree that CPP will provide tax reporting and filing services for CLIENT, CPP will serve as a limited agent for CLIENT solely for the purpose of any required agency for deposits.
6. CPP shall not be liable for any failure to timely provide services if such failure is caused, directly or indirectly, by reason of any occurrence or set of circumstances outside of CPP's control, including without limitation, as a result of flood, fire or other natural disaster, strike or other labor dispute, riot, insurrection or war, shortage of labor or materials, ruling or action of any foreign or domestic government or regulatory agency, or any other act of God or similar occurrence.
7. If CPP is prevented from or delayed in providing services by reason of any act or omission of CLIENT, or any breach or failure by CLIENT hereunder, CPP shall be relieved from providing services until CLIENT has cured such breach or failure or otherwise performed to CPP's satisfaction.

8. CLIENT shall defend, indemnify and hold harmless CPP and its officers, directors, shareholders, members, managers, agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees and court costs and costs of collection) arising out of or in connection with (i) the services, or (ii) CLIENT's breach of any representations or warranties under these Terms and Conditions.

GENERAL:

- 1. Any notice or communication to be delivered to CPP must be in writing and delivered to CPP at 7488 State Route 39 in Perry NY, 14530. Any notices or communications to be delivered to CLIENT will be delivered to CLIENT at the address provided on the first page of this Agreement. All notices shall be deemed effective upon receipt by the recipient.
2. No agreement or other understanding between CPP and CLIENT purporting to modify these Terms and Conditions shall be binding upon CPP unless otherwise agreed to by CPP in writing.
3. CLIENT may not assign its rights and obligations under these Terms and Conditions without the prior written consent of CPP.
4. The failure or delay by CPP to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any provision of these Terms and Conditions that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.
5. These Terms and Conditions shall be interpreted, construed, governed by and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions shall be brought in the County of Monroe, State of New York. The prevailing party in any such action shall be entitled to reimbursement by the other party for any and all legal costs, including without limitation attorneys' fees, reasonably incurred by the prevailing party in enforcing its rights under these Terms and Conditions.
6. All rights and remedies of the parties herein are in addition to, and shall not exclude, any rights or remedies that either party may have under applicable law.

TERMINATION:

- 1. Either party may terminate this Agreement at any time upon written notice to the other party.
2. CLIENT acknowledges that CPP will dedicate personnel and other resources in connection with the conversion of CLIENT's account and, in the event that CLIENT fails to use the services of CPP, or terminates such services within three (3) months after commencement of the services, CLIENT understands and agrees that CPP will be entitled to invoice CLIENT, or to deduct and retain a fee from CLIENT's bank account. For an amount equal to six (6) times the quoted invoice shown on page one of this Agreement, and CLIENT understands and agrees that such fee is not intended as a penalty, termination charge or liquidated damages, but rather an amount intended to cover CPP's labor and related expenses associated with the conversion of CLIENT's account.

Client Signature: _____

Name/Title of Authorized Signatory: _____

Complete Payroll Processing, Inc.
Phone: (585)237-5800 / Fax: (585) 237-6011