

PEO SE MASTER CLIENT SERVICE AGREEMENT

This Master PEO SE Client Service Agreement ("Agreement") is made this ____ day of _____, 20__ (the "Effective Date"), between PEO SE, LLC, an Illinois limited liability company ("PEO") and XXX ("Client"), sometimes referred to hereinafter individually as a "Party" or collectively as the "Parties."

1. **PEO Services.** PEO agrees to provide and administer health & welfare plan benefits, as described on Schedule A to this Agreement, through PEO-sponsored plans, in compliance with applicable federal and state laws and collective bargaining agreements, and subject to eligibility requirements. These employee benefits may, depending on the applicable plan(s), include:
 - a. Medical benefits,
 - b. Dental benefits,
 - c. Vision benefits,
 - d. Life insurance benefits,
 - e. Disability insurance benefits, and
 - f. 401(k) or other retirement plan benefits;
 - g. Unemployment insurance.

2. **Client Responsibilities.** Client shall be exclusively responsible for all of the following:
 - a. Reporting accurate Client Employee(s) information to PEO;
 - b. Maintaining Employee(s) files as required by applicable law;
 - c. Performing all payroll and other functions of an employer under applicable law; and
 - d. Compliance with applicable federal, state and local employment laws ("Applicable Employment Laws"), as amended, including without limitation:
 - i. Title VII of the Civil Rights Act of 1964;
 - ii. Americans with Disabilities Act;
 - iii. Fair Labor Standards Act;
 - iv. Family and Medical Leave Act;
 - v. Section 503 of the Rehabilitation Act;
 - vi. Occupational Safety and Health Act of 1970 (OSHA);
 - vii. Immigration laws;
 - viii. Other federal employment laws; and
 - ix. Similar state statutes and local ordinances.

3. **Term and Termination of Agreement.**
 - a. This Agreement shall commence as of the Effective Date and shall continue thereafter on a year-to-year basis unless sooner terminated pursuant to subsection (b) of this Section.
 - b. This Agreement shall terminate only:
 - i. At the end of the current Agreement Year (commencing on the Effective

- Date or an anniversary thereof), provided Client has given not less than Ninety (90) calendar days written Notice of Termination to PEO;
 - ii. Upon written Notice of Termination if PEO or Client is in Default;
 - iii. On Thirty (30) calendar days written Notice to Client if PEO determines that it will discontinue providing services as a PEO; or
 - iv. By written agreement of PEO and Client.
 - c. Effect of Termination of this Agreement. Termination of this Agreement shall terminate all of PEO's obligations under this Agreement, except as to funds received but not yet remitted by PEO prior to termination, but shall not effect Client's accrued payment or indemnification obligations under this Agreement, which shall survive termination; and shall not effect Client's obligations as an employer.

4. **Fees and Payment Terms.**

- a. **Fees.** In consideration of the services provided or to be provided by PEO, Client shall pay the fees set forth on Schedule B to this Agreement.
- b. **Payment Terms.**
 - i. PEO shall issue Invoices to Client, which shall be due and payable upon receipt by Client.
 - ii. PEO shall have no obligation to provide or administer benefits to or for Employee(s) until Five (5) business days after funds are received from Client.
 - iii. Client and Employee(s) shall not be entitled to applicable benefits until Five (5) business days after funds are received by PEO from Client.
 - iv. All payments by Client to PEO shall be:
 - A. In US dollars; and
 - B. Made by wire transfer or automatic deduction from Client's account and deposit into PEO's account.

5. **Default.**

- a. Client shall be in Default if Client:
 - i. Fails to fulfill any of its payment obligations under this Agreement, without Notice or Opportunity to Cure;
 - ii. Fails to fulfill any of its indemnification obligations under this Agreement, and such failure continues for Fifteen (15) business days following receipt of written Notice of Default from PEO;
 - iii. Fails to fulfill any of its other material obligations under this Agreement, and such failure continues for Fifteen (15) business days following receipt of written Notice of Default from PEO;
 - iv. Becomes insolvent or files a petition in bankruptcy or under any state insolvency laws; or
 - v. Becomes dissolved, revoked or terminated as a business entity, or loses its qualification to transact business in a state where it operates.
- b. PEO shall be in Default if PEO fails to fulfill any of its material obligations under

this Agreement, and such failure continues for Fifteen (15) business days after receipt of written Notice of Default from Client.

6. **Additional Acts.** Upon reasonable request by PEO, Client shall promptly take such further actions, including execution and delivery of all appropriate documents and instruments, as may be necessary to implement this Agreement.
7. **Confidential Information.**
 - a. PEO and Client each deem information provided to the other pursuant to this Agreement, or produced or stored pursuant to this Agreement, to be Confidential Information.
 - b. PEO and Client each agree not to disclose such Confidential Information to any person or entity, other than the other Party or the disclosing Party's attorneys, accountants and financial advisors, except: (i) as required by applicable law, or (ii) as necessary to perform this Agreement.
8. **Representations and Warranties.** PEO makes no representations or warranties whatsoever except as expressly stated in this Agreement.
9. **Indemnification.**
 - a. PEO agrees to defend, indemnify and hold Client harmless from and against all claims, causes of action, actions, damages, fines, judgments and liabilities of any kind, to the extent arising from any failure of PEO to fulfill its obligations or responsibilities under this Agreement.
 - b. Client agrees to defend, indemnify and hold PEO harmless from and against all claims, causes of action, actions, damages, fines, judgments and liabilities of any kind, to the extent arising, in whole or in part, directly or indirectly, from any failure of Client to fulfill its obligations or responsibilities under this Agreement; or any other act or omission of Client.
10. **Limitation of Liability.**
 - a. Except as otherwise provided in subsection (b) of this Section, and to the extent permitted by Applicable Law:
 - i. **PEO AND CLIENT EACH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE OR PROFIT EXCEPTING PAYMENT DUES UNDER THIS AGREEMENT), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and**

- ii. **CLIENT AGREES THAT PEO SHALL NOT BE LIABLE TO CLIENT FOR ANY AMOUNT IN EXCESS OF FEES PAID BY CLIENT TO PEO AND RETAINED BY PEO.**
- b. The limitations of Liability under subsection (a) of this Section shall not apply to Client's obligations to defend, indemnify and hold PEO Harmless under this Agreement.

11. **Waiver of Jury Trial.**

PEO AND CLIENT EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR SUCH RELATED AGREEMENTS OR (b) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. **Notices.**

- a. All Notices, Invoices and other communications provided for in this Agreement, or related to this Agreement, shall be in writing and shall be deemed given and received: If delivered personally, on the date of such delivery; If deposited with a commercial carrier for next-day delivery to the address provided in or pursuant to this Agreement, then on the next business day after being so deposited; If deposited with the U.S. Postal Service for delivery to the address provided in or pursuant to this Agreement, certified mail, return receipt requested, then Five (5) business days after being so deposited; or On the day transmitted via fax or email to the fax number or email address provided in or pursuant to this Agreement.
- b. Notices, Invoices and other communications shall be sent to the addresses shown on the signature page of the Addendum, or such other addresses as a Party may designate from time to time by Notice given in accordance with this Section.
- c. Notice to or from the attorney for a Party shall be deemed Notice to or from the Party.

13. **General Provisions.**

- a. **Amendments.** This Agreement may be amended or otherwise modified only by signed written agreement of all Parties hereto.
- b. **Assignment.** None of the Parties may sell, assign, grant a security interest in, or otherwise dispose of its interest in this Agreement, or assign any rights or obligations hereunder, without the prior written consent of all other Parties.
- c. **Electronic Signatures and Communications.** Electronic signatures, and

signatures, Notices Invoices and other communications delivered by facsimile or email shall be deemed originals for all purposes.

- d. **Exhibits.** The Exhibits attached to this Agreement are part of this Agreement as if recited verbatim herein.
- e. **Exclusivity.** This Agreement sets forth the entire, final and exclusive agreement and understanding of the Parties in respect to the matters covered hereby.
- f. **Governing Law.** This Agreement and all disputes hereunder shall be governed by the laws of the State of Illinois, without regard to its conflict of laws provisions.
- g. **Severability.** If any provision of this Agreement or any document executed in connection herewith shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired.

**SIGNATURES
ON ADDENDUM OF ACCEPTANCE
OF PEO SE MASTER CLIENT SERVICE AGREEMENT**