# **Green60 Contract**

## 1 - Parties

This contract agr	reement was made on	between Green60 Payr	oll Services,
Inc., a California	Corporation located at 3822	Campus Drive, suite 105, in t	he city of
Newport Beach CA 92660 (Party1) and		located at	, in the
city of	state/zip code	(Party 2).	

## 2 - Subject Matter

Processing employee hourly payroll ordered by Party 2 and processed by Party 1, using the Green60 software program and based on the terms and conditions listed below.

## **3 - Terms**

The duration of this contract is one year, starting on the signature date and ending one year after that date. Each party can cancel this contract for any reason with a thirty-day notice. The contract will automatically renew for another one-year term if it is not canceled.

## 4 - Conditions

- 1 Green60 is a software program licensed to Party 1 under a separate contract.
- 2 Green60 can be viewed as a website under either of two domain names: Green60.com or Greensixty.com.
- 3 Green60 software is used only to send and receive information via the digital speed and high security vehicle.
- 4 Party 2 will receive from Party 1 a six digit user name and password to sign on to the system. Party 2 will be able to view previous data, enter the current payroll hours for employees and submit the data. Party 1 will receive the data and process it, using Green60 software. Party 1 will send via PDF all required reports and paystubs to the green60.com data file for Party 1 to review.
  - A Depending on the type of service, Party 1 will review the reports and press the "approved" button. Party 1 will then process the next step if required
  - B Under separate agreement, Party 2 authorizes Party 1 to gain access to the designated bank account to withdraw total net payroll and Party 1 fees, and at the same time make a direct deposit to the employee's valid account.
  - C Party1 is not responsible for any insurance such as worker compensation insurance, umbrella insurance or general insurance. These are the responsibilities of Party 2.

#### **5 - Party 1 Responsibilities**

A – Process the payroll based on the rules and regulations designated by government authority and Party 2 instructions.

- B In order that employees receive their payments on time, the fund should be available for withdrawal by Party 1 on the day agreed upon.
- C Pay all applicable payroll taxes in a timely manner based on the availability of the funds.
- D Submit all required forms to the Federal or state government in a timely manner.
- E Process year end reports, print W-2's and close the year in a timely manner.
- F Party 1 is not responsible for any incorrect information reported by Party 2.

## 6 - Party 2 Responsibilities

- A Make sure employee hours and amounts are correct.
- B Review all reports provided by Party 1 before approving the payroll.
- C Keep Green60.com user name and password in a safe place.
- D Report all new and terminated employees before reporting their hours.
- E Keep Party 1 informed of any changes in entity.
- K Keep payroll funds available for withdrawal and direct deposit.
- H Inform Party 1 of all communications from government agencies.
- F Keep all the required insurance updated, including workers compensation.
- H –Keep hard or digital copies and backup copies of all reports.
- I Open a separate bank account for payroll transaction and tax requirements.
- J Pay all applicable fees to Party 1 based on the price sheet.

## 7 - Party 1 Liability

Party 1 is doing its best to provide excellent, error-free service but errors occasionally happen. In case of an error, the maximum liability of Party 1 against any wrongdoing is ten times the payroll processing fee for any given period.

In case of an unresolved circumstance by either party, any legal action should be brought at the Superior Court located at 23411 Moulton Parkway in the city of Laguna Hills, CA 92653.

Party 1 is a California corporation and all the laws of California apply. Any notices should be served at the address listed in the first paragraph of this contract. This contract is the final agreement between the two parties and supersedes all previous verbal or written agreements (parole evidence).

Sohrab Rowshan, M.B.A President Green60 Payroll Services