



PAYMASTER PROFESSIONALS

## INDEMNIFICATION AGREEMENT

The Paymaster Professionals (PM) states the below:

1. **\*\*Indemnification Obligation\*\***: The Payroll Service Provider ("Provider") stipulates to indemnify, defend, and hold harmless the Company ("Paymaster Professionals, LLC ") from and against any and all claims, losses, damages, liabilities, expenses (including reasonable attorney fees), and costs arising out of or related to:

- a. Errors or omissions in processing payroll services provided by the Provider;
- b. Breach of confidentiality obligations by the Provider related to payroll information;
- c. Violation of applicable laws or regulations by the Provider in relation to payroll processing.

2. **\*\*Limitations\*\***: The Provider's indemnification obligations shall not apply to claims or losses arising from:

- a. The Client's failure to provide accurate or timely information necessary for payroll processing;
- b. Intentional misconduct, negligence, or willful breach of contract by the Client;
- c. Acts or omissions of third parties not under the control or direction of the Provider.

3. **\*\*Notification and Defense\*\***: The Client agrees to promptly notify the Provider of any claim or potential claim that may trigger indemnification under this agreement. The Provider shall have the right to assume control of the defense and settlement of any such claim, with the Client's cooperation, and the Client shall not settle any such claim without the Provider's prior written consent.

4. **\*\*Insurance\*\***: The employee or contractor party should consider to maintain adequate insurance coverage to support their indemnification obligations under this agreement, including but not limited to professional liability insurance.

5. **\*\*Governing Law\*\***: This indemnification statement shall be governed by the laws of the Common of Virginia and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

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Please note, this is a simplified sample and should be customized based on specific circumstances, legal advice, and the nature of the agreement between the parties involved. It's crucial for both parties to review and understand their indemnification obligations thoroughly before entering into any contractual agreement.

PLEASE SIGN AND ACKNOWLEDGE THE BELOW:

**PAYMASTER PROFESSIONALS. LLC AND ITS OWNERSHIP IS INDEMDIFIED IN WHOLE AND IN PART TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEY FEE'S) AND COST ARISING OUT OF ANY/ALL PAYROLE SERVICES IT IS CONTRACTED TO EXECUTE.**

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| <b>Representative Company Name</b> |  |       |  |
| <b>Representative Name</b>         |  |       |  |
| <b>Representative Title</b>        |  |       |  |
| <b>Passport Number</b>             |  |       |  |
| <b>Nationality</b>                 |  |       |  |
| <b>Address of Company</b>          |  |       |  |
| <b>Contact Number</b>              |  | @Mail |  |

SIGNATURE: \_\_\_\_\_

**CONFIDENTIALITY NOTICE:**

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