



401(k) Indemnification Agreement

AP Select Payroll, Inc., dba BeyondPay, has been contracted by you and your company, _____ (COMPANY), to provide payroll processing services in accordance with your Tax Filing Agreement and Electronic Debit Authorization form.

As an additional service, for your convenience, you have requested that BeyondPay submit 401(k) and/or pension information directly to your 401(k) or pension provider. Please note that BeyondPay is not acting as an ERISA Administrator or fiduciary. We do not assume any responsibility in the implementation of the submission process or in the ongoing processing of the submission of plan contributions.

The Plan Sponsor is responsible, on a payroll by payroll basis, to insure that all contributions are deducted from the corporate bank account and that contributions are timely paid. You acknowledge that BeyondPay does not impound 401(k) funds and does not initiate the electronic transaction, so they have no record as to whether the submission to your vendor was completed. We also assume no responsibility for any contribution submission made directly by the employer, or other designated professional.

Consequently, if we are named as a party in any litigation relative to the submission or calculation of plan contributions, the Plan Sponsor, or the Plan, will hold BeyondPay harmless and indemnify us for all out-of-pocket expenses which we may incur in defending same, including attorney fees and costs.

Authorized Signature _____

Name Printed _____

Title _____

Date _____