

VIRTUAL BACK OFFICE ACCOUNTING SERVICES AGREEMENT

This Virtual Back Office Accounting Services Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"), and

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client").

WHEREAS, the Client desires to retain the Provider to perform virtual back office accounting and bookkeeping services, and the Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Provider shall perform the virtual back office accounting services listed below:

a.

b.

c.

d.

2. FEES AND PAYMENT TERMS

1. **Compensation:** As compensation for the services rendered, the Client shall pay the Provider _____ per _____.

2. **Invoicing:** Invoices will be issued by the Provider on the _____ day of each _____.

3. **Payment Terms:** All invoices are due and payable within _____ days from the invoice date. Payments shall be made via _____.

4. **Late Fees:** Late payments shall accrue interest at a rate of _____ % per month on outstanding balances.

3. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on _____ and shall continue on a _____ basis until terminated by either party.

2. **Termination for Convenience:** Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party.

3. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receipt of written notice thereof.

4. CONFIDENTIALITY AND DATA SECURITY

1. **Confidential Information:** The Provider acknowledges that in the course of performing services, it will have access to

confidential and proprietary financial information of the Client. The Provider agrees to keep all such information strictly confidential and shall not disclose it to any third party without prior written consent.

2. **Data Protection:** The Provider shall implement and maintain commercially reasonable security measures to protect the Client's financial data from unauthorized access, loss, or alteration.

5. INDEPENDENT CONTRACTOR STATUS

The Provider is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the Client and the Provider. The Provider shall be solely responsible for all tax withholding, social security, unemployment insurance, and other taxes or assessments related to its personnel.

6. LIMITATION OF LIABILITY

The Provider shall perform all services in accordance with professional standards. In no event shall the Provider be liable for any consequential, indirect, incidental, special, or punitive damages, or for any loss of revenue, profits, or data. The Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the Provider in the _____ months preceding the event giving rise to liability.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved through negotiation, mediation, or in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral. This Agreement may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Virtual Back Office Accounting Services Agreement as of the date first written above.

FOR THE CLIENT:

FOR THE SERVICE PROVIDER:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE