

SYSTEM IMPLEMENTATION AND ACCOUNTING ADVISORY AGREEMENT

This System Implementation and Accounting Advisory Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

Provider:

_____, with its principal place of business at

(hereinafter referred to as the "Consultant").

And

Client:

_____, with its principal place of business at

(hereinafter referred to as the "Client").

Each of the Consultant and the Client may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Client desires to engage the Consultant to provide professional services relating to system implementation and accounting advisory as described herein; and

WHEREAS, the Consultant possesses the requisite expertise and experience and is willing to perform such services for the Client under the terms and conditions set forth in this Agreement;

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

1. SCOPE OF SERVICES

- System Implementation Services:** The Consultant shall assist the Client with the implementation of the _____ system, including but not limited to data migration, system configuration, integration, and training, as more fully detailed in Exhibit A (Statement of Work).
- Accounting Advisory Services:** The Consultant shall provide professional accounting advisory services, which may include chart of accounts design, financial reporting alignment, internal control recommendations, and technical accounting guidance.
- Change Orders:** Any modifications, additions, or changes to the scope of services must be mutually agreed upon in writing by both Parties through a formal Change Order.

2. FEES AND PAYMENT TERMS

- Compensation:** The Client shall pay the Consultant for the services rendered under this Agreement in accordance with the fee schedule set forth in Exhibit B.
- Invoicing:** The Consultant shall submit invoices to the Client on a _____ basis.
- Payment Terms:** All invoices shall be due and payable within _____ days from the invoice date. Late payments shall be subject to an interest charge of _____% per month on any outstanding balance.
- Expenses:** The Client shall reimburse the Consultant for all reasonable, documented, out-of-pocket expenses incurred in connection with the performance of the services, provided such expenses have received prior written approval from the Client.

3. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect until the services are completed, unless terminated earlier in accordance with this Section.
2. **Termination for Convenience:** Either Party may terminate this Agreement at any time, without cause, upon _____ days' prior 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 receiving written notice thereof.
4. **Effect of Termination:** Upon termination of this Agreement, the Client shall pay the Consultant for all services performed and approved expenses incurred up to the effective date of termination.

4. CONFIDENTIALITY

During the course of this Agreement, either Party may disclose to the other Party confidential, proprietary, or non-public information ("Confidential Information"). Each Party agrees to maintain the strict confidentiality of all Confidential Information received from the other Party, to use such information solely for the purpose of performing obligations under this Agreement, and not to disclose such information to any third party without the prior written consent of the disclosing Party.

5. INTELLECTUAL PROPERTY

Any pre-existing intellectual property owned by either Party prior to the Effective Date shall remain the sole property of that Party. Upon full payment of all fees due under this Agreement, any deliverables developed specifically for the Client under this Agreement shall become the property of the Client, provided that the Consultant retains ownership of any generic templates, methodologies, or tools utilized or developed during the engagement.

6. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with this Agreement. The Consultant's total liability under this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of fees actually paid by the Client to the Consultant under this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of _____, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this System Implementation and Accounting Advisory Agreement as of the Effective Date.

For the Consultant:

Signature

Name: _____

Title: _____

Date: _____

For the Client:

Signature

Name: _____

Title: _____

Date: _____