

SYSTEM INTEGRATION AND FINANCIAL ADVISORY SERVICES AGREEMENT

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

Service 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").

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

RECITALS

WHEREAS, the Client requires professional assistance in system integration and financial/accounting advisory services to optimize its business operations and financial reporting infrastructure;

WHEREAS, the Consultant possesses the necessary expertise, qualifications, and resources to perform such system integration and financial advisory services; and

WHEREAS, the Consultant agrees to perform these 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

The Consultant shall perform the following services (collectively, the "Services"):

- System Integration:** Analysis, design, configuration, testing, and implementation of the Client's financial software and systems, specifically targeting _____.
- Financial & Accounting Advisory:** Provision of accounting advisory services, including chart of accounts design, financial reporting alignment, data migration validation, and standard operating procedures formulation.
- Training & Support:** Delivery of system training to designated Client staff and post-implementation support for a period of _____ days following the go-live date.

2. FEES AND PAYMENT TERMS

2.1. **Compensation:** In consideration for the Services, the Client shall pay the Consultant a total fee of _____, payable in accordance with the milestone schedule below:

- Milestone 1: _____ % upon execution of this Agreement.
- Milestone 2: _____ % upon completion of System Design Blueprint.
- Milestone 3: _____ % upon System Go-Live and Data Migration.
- Milestone 4: _____ % upon completion of Post-Implementation Review.

2.2. **Expenses:** The Client shall reimburse the Consultant for reasonable, pre-approved out-of-pocket expenses incurred in

connection with the performance of the Services, subject to the submission of valid receipts.

2.3. **Invoicing:** Payments shall be made within _____ days of receipt of a valid invoice from the Consultant.

3. TERM AND TERMINATION

3.1. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until the Services are completed, unless terminated earlier in accordance with this Section.

3.2. **Termination for Convenience:** Either Party may terminate this Agreement without cause upon _____ days' written notice to the other Party.

3.3. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.

4. CONFIDENTIALITY

During the course of this Agreement, each Party may disclose to the other Party proprietary, financial, or confidential information ("Confidential Information"). Both Parties agree to maintain the strict confidentiality of all such information and shall not disclose it to any third party without the prior written consent of the disclosing Party, except as required by law.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. **Pre-existing IP:** Each Party shall retain all right, title, and interest in its pre-existing intellectual property.

5.2. **Deliverables:** Upon full and final payment of all fees due under this Agreement, all specific deliverables, reports, and system configurations developed specifically for the Client under this Agreement shall become the sole property of the Client.

6. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement. The Consultant's total liability for any claims arising under this Agreement shall not exceed the total amount of fees actually paid by the Client to the Consultant under this Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations, failing which they shall be submitted to the exclusive jurisdiction of the courts located in _____.

8. MISCELLANEOUS

8.1. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, written or oral.

8.2. **Amendments:** Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

FOR THE CONSULTANT:

By (Signature):

Name:

Title:

Date:

FOR THE CLIENT:

By (Signature):

Name:

Title:

Date:
