

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into as of _____, (the "Effective Date"), by and between:

Provider:

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

Client:

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

WHEREAS, the Client desires to retain the Service Provider to perform professional outsourced accounting services, and the Service Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Service Provider shall provide professional accounting, bookkeeping, and financial advisory services as detailed in Statement of Work (SOW) documents executed by both parties. Each SOW shall refer to and be governed by the terms of this Agreement.

2. FEES AND PAYMENTS

- A. **Fees:** The Client shall pay the Service Provider the fees specified in the applicable SOW.
- B. **Invoicing:** Invoices will be issued _____. Payment is due within _____ days from the invoice date.
- C. **Late Payments:** Overdue payments shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is lower.

3. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement or any active SOW at any time, with or without cause, by providing _____ days written notice to the other party.
- C. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches a material term of this Agreement and fails to cure such breach within _____ days of receipt of written notice.

4. CLIENT RESPONSIBILITIES AND ACCESS

The Client agrees to provide the Service Provider with timely, accurate, and complete financial data, source documents, bank access, and any other information necessary for the performance of the services. The Service Provider shall not be responsible for any errors, delays, or penalties resulting from the Client's failure to provide such information.

5. CONFIDENTIALITY

Each party agrees to maintain the strict confidentiality of all proprietary or confidential information of the other party received in connection with this Agreement. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Service Provider's total liability for any claims, losses, damages, or expenses arising under this Agreement shall be limited to the total fees paid by the Client to the Service Provider in the _____ months preceding the event giving rise to the liability.

7. GOVERNING LAW AND JURISDICTION

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

8. MISCELLANEOUS

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

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

CLIENT:

SERVICE PROVIDER:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date