

PROFESSIONAL ACCOUNTING OUTSOURCING AGREEMENT

This Professional Accounting Outsourcing Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

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

and

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

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Service Provider to perform professional accounting, bookkeeping, and financial reporting services. The specific services to be provided shall include, but are not limited to, the following:

- a. _____
- b. _____
- c. _____
- d. _____

2. FEES, INVOICING, AND PAYMENT

- a. **Compensation:** As consideration for the services rendered, the Client shall pay the Service Provider the amount of _____ per _____.
- b. **Invoicing:** The Service Provider shall invoice the Client on a _____ basis.
- c. **Payment Terms:** All invoices shall be due and payable within _____ days of the invoice date. Late payments shall be subject to a fee of _____ % per month.

3. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect until _____, unless terminated earlier in accordance with this Section.
- b. **Termination for Convenience:** Either party may terminate this Agreement at any time, without cause, by providing _____ days prior 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 any material obligation under this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.

4. CONFIDENTIALITY AND DATA SECURITY

- a. The Service Provider acknowledges that in the course of performing services, it will have access to confidential, proprietary, and financial information of the Client.
- b. The Service Provider agrees to maintain the strict confidentiality of all such information and shall not disclose, copy, or use any financial data, records, or client information for any purpose other than performing the services under this Agreement, except as required by law.
- c. The Service Provider shall implement and maintain commercially reasonable technical and organizational security measures to protect the Client's financial data from unauthorized access, loss, or alteration.

5. RELATIONSHIP OF PARTIES

The Service Provider is an independent contractor and is not an employee, partner, or agent of the Client. Neither party has the authority to bind the other to any third-party agreements or obligations.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. The Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the Service Provider under this Agreement during the _____ months preceding the event giving rise to the liability.

7. GOVERNING LAW AND JURISDICTION

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

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether oral or written. This Agreement may only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Accounting Outsourcing Agreement as of the Effective Date.

CLIENT:

Signature

Printed Name

Title

Date

SERVICE PROVIDER:

Signature

Printed Name

Title

Date