

FINANCIAL SYSTEMS IMPLEMENTATION AND ACCOUNTING ADVISORY AGREEMENT

This Financial Systems Implementation and Accounting Advisory Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Client: _____, with a principal place of business at _____ ("Client"),

and

Advisor: _____, with a principal place of business at _____ ("Advisor").

RECITALS

WHEREAS, Client desires to engage Advisor to perform financial systems implementation and accounting advisory services as described herein; and

WHEREAS, Advisor agrees to perform these services under the terms and conditions set forth in this Agreement.

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

1. SCOPE OF SERVICES

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

- a. **Financial Systems Implementation:** Design, configuration, testing, integration, and deployment of the financial software system specified as: _____.
- b. **Accounting Advisory:** Provision of technical accounting advice, system-related internal controls design, data migration reconciliation, and post-implementation advisory support.
- c. Additional services as detailed in any mutually executed Statement of Work (SOW) appended to this Agreement.

2. FEES AND PAYMENT TERMS

- a. **Fees:** Client shall pay Advisor for the Services based on the following fee structure:
_____.
- b. **Expenses:** Client shall reimburse Advisor for reasonable, documented, out-of-pocket expenses incurred in connection with the Services, subject to prior approval by Client.
- c. **Invoicing and Payment:** Advisor shall invoice Client _____. All undisputed invoices are due and payable within _____ days from the date of the invoice.

3. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue until completed, or until terminated in accordance with this Section.
- b. **Termination for Convenience:** Either party may terminate this Agreement upon _____ 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 provision of this Agreement and fails to cure such breach within _____ days after receiving written notice of the breach.

4. CONFIDENTIALITY

Each party agrees to keep confidential all non-public information received from the other party in connection with this Agreement. Confidential Information shall not include information that is publicly known, already in the receiving party's possession prior to disclosure, or independently developed without reference to the disclosing party's Confidential Information.

5. INTELLECTUAL PROPERTY

Upon full and final payment of all fees due under this Agreement, Client shall own all deliverables prepared specifically for Client under this Agreement. Advisor retains all ownership rights in its pre-existing methodologies, tools, templates, and intellectual property utilized in performing the Services.

6. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, or consequential damages. Advisor's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees paid by Client to Advisor under this Agreement.

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 dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations.

IN WITNESS WHEREOF, the parties hereto have executed this Financial Systems Implementation and Accounting Advisory Agreement as of the Effective Date.

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

ADVISOR:

By: _____

Name: _____

Title: _____

Date: _____