

PROFESSIONAL SERVICES AGREEMENT

Virtual Back Office Accounting Services

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

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

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

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Provider agrees to perform virtual back-office accounting, bookkeeping, and financial administrative services for Client. The specific duties and scope shall include:

- General ledger maintenance and reconciliation.
- Accounts Payable (AP) administration, including invoice processing and payment scheduling.
- Accounts Receivable (AR) administration, including invoicing and collections tracking.
- Bank, credit card, and merchant account reconciliations.
- Preparation of monthly, quarterly, and annual financial statements.
- Other mutually agreed upon virtual back-office services as designated in writing.

2. PERFORMANCE AND CLIENT RESPONSIBILITIES

To enable Provider to perform the virtual accounting services, Client agrees to:

- a. Provide timely, accurate, and complete access to financial records, bank feeds, receipts, and supporting documentation.
- b. Designate a primary contact person authorized to make decisions and answer queries.
- c. Maintain ownership and ultimate responsibility for the accuracy of all source documentation and underlying business financial decisions.

3. FEES, BILLING, AND PAYMENT

Client agrees to pay Provider for services rendered in accordance with the following terms:

- a. **Service Fee:** Client shall pay a _____ fee of \$ _____ for the defined scope of services.
- b. **Invoicing:** Provider will invoice Client on a _____ basis.
- c. **Payment Terms:** Invoices are due and payable within _____ days of receipt. Late payments shall incur interest at a rate of _____ % per month.

4. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue on a _____ basis until terminated.

- b. **Termination for Convenience:** Either party may terminate this Agreement 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 receiving written notice of the breach.

5. CONFIDENTIALITY AND DATA SECURITY

- a. **Confidentiality:** Provider acknowledges that in the course of performing services, Provider will have access to non-public financial and business information of Client. Provider agrees to maintain the strict confidentiality of all such information and shall not disclose it to any third party without Client's prior written consent, except as required by law.
- b. **Data Security:** Provider shall implement and maintain reasonable administrative, technical, and physical safeguards designed to secure Client's financial data from unauthorized access, use, or disclosure.

6. INDEPENDENT CONTRACTOR STATUS

The relationship of Provider to Client is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship. Provider shall be solely responsible for all federal, state, and local taxes, insurance, and compliance associated with its personnel.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Provider be liable for any consequential, indirect, incidental, special, or punitive damages, or loss of profits or data, arising out of or in connection with this Agreement. Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by Client to Provider during the _____ months immediately preceding the event giving rise to liability.

8. 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 good faith negotiations, or if necessary, in the courts of _____ County, State of _____.

9. ENTIRE AGREEMENT

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

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

PROVIDER:

Signature

Printed Name

Title

Date

CLIENT:

Signature

Printed Name

Title

Date