

SYSTEM IMPLEMENTATION AND ACCOUNTING ADVISORY SERVICES AGREEMENT

This System Implementation and Accounting Advisory Services Agreement (the "Agreement") is entered into as of _____, by and between:

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

and

Service Provider: _____, with its principal place of business at _____ ("Provider").

RECITALS

WHEREAS, Client desires to retain Provider to perform certain professional accounting advisory and IT system implementation services; and

WHEREAS, Provider represents that it has the necessary expertise, qualifications, and capabilities to perform such services; and

WHEREAS, Provider agrees to perform these services under the terms and conditions set forth herein.

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

1. SCOPE OF SERVICES

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

1. **Accounting Advisory:**

2. **System Implementation:**

2. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on _____ and shall continue until _____, unless terminated earlier in accordance with this Section.

2. **Termination for Convenience:** Either party may terminate this Agreement upon _____ days' prior written notice to the other party.

3. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.

3. FEES AND PAYMENT TERMS

1. **Fees:** Client shall pay Provider a fee of _____ for the Services rendered under this Agreement.

2. **Invoicing:** Provider shall invoice Client on a _____ basis.

3. **Payment Terms:** All invoices shall be paid within _____ days from the date of receipt of the invoice.

4. CONFIDENTIALITY

During the term of this Agreement and thereafter, each party shall keep confidential and not disclose to any third party, without the prior written consent of the other party, any proprietary or confidential information obtained in connection with this Agreement, except as required by law.

5. INTELLECTUAL PROPERTY RIGHTS

All pre-existing intellectual property belonging to either party shall remain the property of that party. Upon full payment of the fees due under this Agreement, any deliverables specifically developed for and delivered to Client under this Agreement shall become the property of Client, except for any pre-existing materials, tools, or methodologies incorporated therein by Provider.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. The total liability of Provider under this Agreement shall not exceed the total fees paid by Client to Provider under this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any principles of conflicts of law. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of _____.

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, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

By:

Name:

Title:

Date:

PROVIDER:

By:

Name:

Title:

Date:
