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| **Accounting Contract** |

This Accounting Services Agreement (the **"Agreement"**) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_ (the "**Effective Date**"), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the **"Accountant"**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the **"Client"**), collectively referred to as the **"Parties",** both agree to be bound by this Agreement.

1. **Purpose**

Under the terms and conditions outlined in this Agreement, the Accountant shall provide the following accounting services to the Client:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Term**

This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_ and shall continue until \_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **License**

The Accountant represents and warrants that they are a duly licensed accountant in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Compensation**

In consideration of the accounting services to be performed by the Accountant, the Client agrees to pay the Accountant as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Confidentiality**

During the course of this Agreement, the Client may disclose proprietary information, trade secrets, industry knowledge, and other confidential information to the Accountant. The Accountant shall not disclose, use, or exploit any such proprietary information for their personal benefit or for any other purpose unrelated to the provision of accounting services. This confidentiality obligation shall survive the termination of this Agreement.

1. **Independent Contractor Relationship**

The Accountant acknowledges and agrees that they shall perform the accounting services as an independent contractor. This Agreement does not establish an employer-employee, partnership, or agency relationship between the Parties.

1. **Termination**

Either Party may terminate this Agreement upon [Number of Days] days' written notice to the other Party. In the event of termination, the Client shall compensate the Accountant for services performed up to the date of termination.

1. **Representations and Warranties**

Both Parties represent and warrant that they have the authority and capacity to enter into and perform their obligations under this Agreement. The Parties further represent that the execution and performance of this Agreement will not breach any other agreement or violate any applicable laws.

1. **Indemnity**

Each Party agrees to indemnify and hold harmless the other Party, its officers, agents, employees, and successors, from and against any claims, losses, liabilities, damages, and expenses arising from the indemnifying Party's breach of this Agreement.

1. **Limitation of Liability**

Except in cases of gross negligence or willful misconduct, neither Party shall be liable to the other for any indirect, consequential, special, or punitive damages arising from or related to this Agreement.

1. **Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

1. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

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| Accountant | Client |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.