



Twin Pikes Bookkeeping Services Bookkeeping Service Agreement

THIS BOOKKEEPING SERVICE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Tim Glover (the Bookkeeper) and _____, of, _____ (the Client)

RECITALS

A. WHEREAS, the Client desires to obtain certain bookkeeping services from the Bookkeeper;

B. AND WHEREAS the Client agrees to engage the Bookkeeper as an independent contractor to perform such services and the Bookkeeper hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services

The Bookkeeper hereby agrees to provide the following services chosen by the Client as per attached list. (Initial all that apply)

- I. General Bookkeeping Services -----
- II. Additional Bookkeeping Services -----
- III. Payroll Service -----
- IV. Tax Services -----

The Bookkeeper shall conduct the Services in accordance with specifications set by the Client and the Bookkeeper shall at all times observe and comply with generally accepted bookkeeping and accounting standards (GAAP) and comply with all federal and provincial laws or regulations applicable to this Agreement.



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2. Service Rates

The Client hereby agree to pay the Bookkeeper the following hourly rate plus GST, plus any disbursement cost incurred by bookkeeper for the monthly/ hourly package initialed by the Client.

_____ \$/HR (Minimum 2-hour charge per month)

_____ \$/MO Up to 5 Hours (additional hours will be billed at \$/HR)

_____ \$/MO Up to 10 Hours (additional hours will be billed at \$/HR)

_____ \$/MO Up to 20 Hours (additional hours will be billed at \$/HR)

_____ \$/MO Up to 40 Hours (additional hours will be billed at \$/HR)

_____ Client agrees to a one-time charge of \$100 (New Client Bookkeeping setup fee)

3. Standard of Performance

The Bookkeeper hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

4. Necessary information & Materials

The Client will be solely responsible to supply the Bookkeeper all information, materials, data, and documents necessary to perform the Services agreed under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Bookkeeper is the sole responsibility of the Client. The Bookkeeper shall not be held responsible for the production of inaccurate financial statements, records and billings, or any other financial reports if the financial data submitted by the Client is inaccurate. The Bookkeeper does not provide forensic auditing. Accordingly, our engagement for bookkeeping services will not, and cannot, be relied upon to disclose financial errors, irregularities or illegal acts such as fraud or misappropriation which may exist or take place during the term of our engagement. Should such matters come to the Bookkeepers attention during the provision of services same shall be disclosed to the Client forthwith.

5. Term

This Agreement is effective on the date written above and shall be in effect until the end of the 30- day period following the written termination notice. Should the client need a package that provides more hourly services in the course of a month, the parties may agree to upgrade this Agreement at any time by signing a new contract.



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6. Independent Contractor

The Bookkeeper shall provide the Services as an independent contractor and shall not act as an employee, agent or broker of the Client. As an independent contractor, the Bookkeeper will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. The Bookkeeper understands that Client will not withhold any amounts for payment of any taxes from the Bookkeeper's compensation.

7. Payment

All billings are 'DUE ON RECEIPT'. All amounts unpaid after 30 days are subject to interest at 2% per month (24% per annum), calculated from the invoice date, on the total outstanding amount.

8. Expenses

The Client agrees to reimburse any out of pocket expenses incurred by the Bookkeeper in connection with the Services, including, but not limited to, travel expenses, audit fees, tax fees, postage, etc.

9. Confidentiality

The Bookkeeper, in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by the Bookkeeper hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, written, electronic or machine-readable form. The Bookkeeper agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

10. Termination

Either party may terminate this relationship on thirty (30) days written notice to the other, including email notification, provided that such notice has been received. In the event that the Client provides less than thirty (30) days' notice, the average of one month's billings plus applicable GST will be payable in lieu of notice. The average one month's billings will be calculated from the prior twelve (12) months when services were provided. During the 30-day termination period projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.



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11. Assignment

The Bookkeeper shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Bookkeeper to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile / e-mail attachment before or during receiving party's regular business hours; or (b) on the third business day following deposit in Canada Post mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

13. Governing Law

This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the Province of British Columbia. In the event of commencement of any legal action regarding any term or condition of this engagement such action by agreement is to be subject to the jurisdiction of the courts of the Province of British Columbia or its political subdivisions.

14. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

15. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO THE BOOKKEEPER DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY THE CLIENT OR THE LIMITS OF THE BOOKKEEPERS PROFESSIONAL LIABILITY POLICY, WHICHEVER IS GREATER OF THE ERRORS AND OMISSIONS POLICY THAT IS IN PLACE.



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16. Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

17. Entire Agreement; Amendment:

This Agreement has a total of 5 pages and is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

18. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Client:

_____ (print)

_____ (sign)

Bookkeeper:

Tim Glover, Twin Pokes Bookkeeping Services

_____ (sign)