

Account Services Contract Template

Prepared for

Claire Worledge

~~Aufinia Consulting~~

Prepared by

John Wick

The Continental

Accounting Services Contract

This Accounting Contract (the "Contract") is entered into on 1st April 2022 (the "Effective Date"), by and between The Continental, with an address of 1 Wall Street Court, New York, NY, 10005 (referred to as the "Accounting Firm"), and Aufinia Consulting, 20 Nguyen Dang Giai, Viet Nam (referred to as the "Client"), collectively "the Parties."

Services

I. The Accounting Firm agrees to provide the Client with the following accounting services enlisted below:

A. Service 1

B. Service 2

C. Service 3

D. Service 4

E. Service 5

II. Accounting Firm shall not be obligated to perform any services for Client other than those set forth in this Contract, unless such services are expressly agreed upon in writing by the Parties.

12 Accounting Firm does not guarantee any specific results or outcomes as a result of providing the Services, except as set forth in the SLAs.

Terms

2. This Contract shall begin on the Effective Date, as stated above, and will continue until [31st March 2025] unless terminated earlier as provided herein.

Fees & Payment Terms

3. The Parties agree that the Client shall pay the Accounting Firm for the Services as follows:

3l. The Accounting Firm shall submit invoices to the Client on a monthly basis for all Services performed during the preceding month. Client shall pay such invoices within 90 days of receipt.

32 Client shall be responsible for any and all taxes, fees, or other charges imposed by any governmental authority on the Services, except for taxes based on the Accounting Firm's income.

Confidentiality

4. The Accounting Firm agrees to maintain the confidentiality of all information and data provided by the Client and to use such information and data only for the purpose of performing the Services. Accounting Firm shall not disclose such information or data to any third party without the prior written consent of Client.

4l. The Parties may execute a separate non-disclosure agreement ("NDA") to further protect the Client's confidential information.

Ownership of Work

5. The Parties agree that the work created by the Accounting Firm in the course of performing the Services, including, but not limited to, reports, analyses, and financial statements, shall be the property of the Client.

Warranties

6. The Accounting Firm represents and warrants that it has the necessary expertise and experience to perform the Services, and that the Services will be performed in a professional and competent manner in accordance with generally accepted accounting principles.

6l. Accounting Firm represents and warrants that it is not currently under any obligation or restriction that would prevent it from providing the Services or complying with this Contract.

Limitation of Liability

7. The Accounting Firm's liability for any and all claims arising out of or in connection with this Contract, whether in contract, tort, or otherwise, shall not exceed the fees paid by the Client to the Accounting Firm for the Services.

7l. In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Contract.

Termination

8. This Contract may be terminated at any time by either party upon written notice to the other party. The Client will be responsible for payment of all the Services performed up to the date of termination, except for in the case of the Accounting Firm's breach of this Contract, where the Accounting Firm fails to cure such breach upon reasonable notice.

8l. Upon termination, the Accounting Firm is required to return all Client content, materials, and all Work Product to the Client at his/her earliest convenience, but in no event beyond thirty (30) days after the date of termination.

Governing Law

9. This Contract shall be governed by and construed in accordance with the laws of The US, without giving effect to its conflicts of law principles.

Dispute Resolution

10. Any dispute arising out of or in connection with this Contract shall be resolved through mediation, with the Parties sharing the costs of the mediator equally. If

mediation is unsuccessful, either party may pursue the dispute through binding arbitration in accordance with the rules of the ARBITRATION ORGANIZATION Ltd.

Entire Agreement

II. The Parties agree that the Accounting Firm in this Agreement is an independent contractor, and the Accounting Firm will provide the services hereunder and will act as an independent contractor.

III. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.

II2 This Contract may not be amended or modified except in writing signed by both Parties.

II3 This Contract shall not be assignable by either party without the prior written consent of the other party.

The Parties agree to the terms and conditions of this Contract set forth above as demonstrated by their signatures as follows:

[NAME OF ACCOUNTING FIRM]

[NAME OF CLIENT]

The Continental

Aufinia Corporation

[SIGNATURE]

[SIGNATURE]

Date: 20th March 2020

Date: 21t March 2020