

Policy

Unless the Accountant/Bookkeeper has not performed the Services in accordance with this Letter, the Client shall pay the Accountant/Bookkeeper, in-full, for any remaining balance owed following the termination of Services.

IX. Client's Obligations. The Client shall be solely responsible for providing the Accountant/Bookkeeper all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Letter. The Client acknowledges and agrees that the accuracy of financial information supplied to the Accountant/Bookkeeper is the sole responsibility of the Client and the Accountant/Bookkeeper shall be held harmless from any liability resulting from the accuracy of the financial information provided.

X. Employment Status. The Parties agree that the Accountant/Bookkeeper shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker. As an independent contractor, the Accountant/Bookkeeper shall be required to follow all requirements in accordance with the Internal Revenue Code which includes, and is not limited to, payment of all taxes levied for fees collected by the Client for payment of their employees, agents, brokers, and subcontractors. The Accountant/Bookkeeper understands that the Client shall in no way withhold any amounts for payment of any taxes from the Accountant/Bookkeeper's accumulated fees for Services.

XI. Confidentiality. The Accountant/Bookkeeper, shall 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, documents, discussion, or other information developed by the Accountant/Bookkeeper hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Accountant/Bookkeeper agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Letter.

XII. Assignment. The Accountant/Bookkeeper shall have no right to assign any of their rights under this Letter or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by the Accountant/Bookkeeper to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

XIII. Notices. Any notices, bills, invoices, or reports required by this Letter shall be deemed received on the day of delivery if delivered by hand, standard mail, e-mail, or facsimile during the receiving party's regular business hours.

XIV. Governing Law. This Letter shall be construed in accordance with and governed by Federal laws and those located in the State of North Carolina.

XV. Severability. If any provision of this Letter shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Letter shall

be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Letter; and, the remaining provisions of this Letter shall remain in full force and effect.

XVI. 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 Letter, 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 Letter shall exceed the amounts paid to the Accountant/Bookkeeper during the period immediately preceding the event giving rise to such claim or action by the Client or the limits of the Accountant's/Bookkeeper's professional liability policy, whichever is greater of the errors and omissions policy that is in place.

XVII. Indemnification. Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party affiliates, subsidiaries, and assigns its respective 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 related to any breach of this Letter or the gross negligence or willful misconduct of a party's employees or agents.

XVIII. Entire Letter. This Letter 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 or amendment to this Letter shall be effective unless in writing and signed by each of the Parties.