

Client: Please enter contact information below (herein, "Client"):

Entity Legal Name
Contact Name
Address Line 1
Address Line 2
City, State, Zip
Telephone and Facsimile Number
Email Address:.....

Client, as described above, is engaging Aix-Nittany Technology, Inc. dba LosAngelesQuickbooks-Help.com and (herein "ANT") to perform bookkeeping, accounting and related services. ANT is pleased to do so and this Agreement sets forth our complete agreement.

1. This Agreement shall become effective upon receipt of a signed copy of this Agreement from you, and shall continue for a period of one year thereafter, unless terminated earlier in writing by either party. This agreement may be terminated with or without cause for any reason by either party upon written notice to the other party in accordance with the contact information provided above. Within 30 days following termination, Client will pay any amounts due to ANT, and ANT will return any media, computer files, and information belonging to Client.
2. You have been asked to deposit with our firm a retainer fee of \$199.00 which is an advance payment for bookkeeping and accounting services. This retainer fee shall be applied against hours committed by ANT to such services for your business. You understand that any fee we have estimated is subject to change.
3. Fees shall be based primarily on hourly charges. Our current hourly rates are posted at the Internet site www.LosAngelesQuickbooksHelp.com or in Work Order(s) attached hereto. It is impossible to tell in advance the amount of time your business accounting, bookkeeping, programming, integration and other activities will require, however ANT will make its best efforts to provide services at the lowest possible cost while retaining our quality standards. We will keep a record of all time devoted to the accounting services provided, which is available to you at any time and will be disclosed upon invoicing. Disputed amounts must be contested within 10 business days in writing to questions@LosAngelesQuickbooksHelp.com. Invoices are "Due on Receipt." There may be additional costs or fees (e.g., express mail) paid by ANT on your behalf. You agree to reimburse us for such expenses, if approved in advance or if necessary to meet your requirements in the normal course of business.
4. We will bill you monthly for work done on a time expended basis. At that time you will be expected to replenish the retainer account to its original level.
5. During the period covered by this Agreement and for 18 months thereafter Client will not directly or indirectly, other than through ANT, solicit for hire, contract with, engage or receive the services of current or former ANT employees or contractors ("ANT Personnel") introduced by ANT to Client. "Client" includes any owners, successors, assigns, subsidiaries, parents, partners, and other af-

filiates of Client with 50% or more ownership by Client. If such an event occurs Client agrees to immediately cease such actions and to be liable to ANT for any amounts paid to such ANT Personnel as determined by ANT.

6. ANT agrees to maintain the confidentiality of information obtained from Client. Therefore, ANT agrees that it will not disclose to any third party, without the prior written consent of an executive officer of Client, any information relating to the business of Client if such information could reasonably be construed as confidential and was obtained in the course of ANT's providing services to Client.

7. Note that ANT is not a certified public accounting firm and does not perform public accounting functions. Further, any information, advice or counsel provided by ANT to Client shall not be construed as legal, financial or tax advice and is not guaranteed in any form. ANT shall not be liable for any damages related to this agreement or the services provided hereunder. If at any time any amounts due under this agreement become delinquent for failure to pay or otherwise, ANT may cease providing services. Amounts delinquent over 10 days will be charged interest at 18% per annum. This agreement shall be considered to have been entered into in Los Angeles, California and shall be governed by the laws thereof. ANT shall be entitled to receive all costs, fees and legal expenses incurred to collect past due amounts and to otherwise enforce other parts of this agreement. Copies executed and returned by facsimile are agreed acceptable to both parties hereunder. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. This Agreement is the entire agreement between that parties hereto with respect to the matters covered herein and supercedes all other understandings between the parties hereto, written and oral. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

If you agree with the terms of this Agreement, please complete the contact information above, sign and return one copy to us by facsimile to 512 646 3727; deposits may be sent via check or call 310 275 0082 (toll free 888 394 3571) for credit card payment.

Agreed and Accepted:

For: ANT
Principal
Date:

For: _____.
(Please sign above and print name and title here)
Date: