AGREEMENT WITH ACCOUNTANT

The effective date of this Agreement with Accountant (the "Agreement") is [DATE], made

**BETWEEN: [YOUR COMPANY NAME]** (the "Client"), a company organised and existing under the laws of [PROVINCE/STATE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND:** **[ACCOUNTANT NAME]** (the "Accountant"), an individual with his main address located at OR a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

NOW, THEREFORE, in consider­ation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. **PARTIES TO THIS AGREEMENT**

The Client, in order to properly conduct its business, employs the Accountant. The Accountant is duly licenced by the laws of this Province/State and engaged in the business of providing independent accounting services and assistance to clients.

1. **INDEPENDENT CONTRACTORS**

Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all personal and business income taxes, sales and use taxes, other business taxes and licence fees arising out of the activities of the Accountant.

1. **SERVICES TO BE PROVIDED**

During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested.

1. **PAYMENTS TO ACCOUNTANT**

The Client agrees to pay the Accountant for services at the following rates:

[DESCRIBE RATE OF COMPENSATION]

1. **WHEN PAYMENTS ARE DUE**

The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable [UPON RECEIPT/NET 30 DAYS/ETC].

1. **CONFIDENTIALITY**

6.1 Accountant hereby acknowledges that Company has made, or may make, available to Accountant certain customer lists, pricing data, supply sources, techniques, computerised data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licenced to, the Company or its clients/customers (“Customers”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”).

 6.2 Accountant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Accountant’s obligation under this Agreement, Accountant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Accountant's obligations pursuant to their relationship with the Company, Accountant shall not make any duplication or other copy of the Confidential Material.

6.3 Accountant shall not remove Confidential Material or proprietary property or documents without written authorisation. Immediately upon request from Company, Accountant shall return to Company all Confidential Material or proprietary property or documents. Accountant shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Accountant further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidentiality Material.

1. **PROPRIETARY INFORMATION**

7.1 For the purpose of this Agreement, “Proprietary Information” shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, marketing, advertising, business or finances of Company, its affiliates or related entities.

 7.2 All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Accountant during the term of the relationship with the Company or the [TIME] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Accountant to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Propriety Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company’s materials, tools, instruments, or (e) on Company's premises or otherwise.

1. **TERM OF AGREEMENT**

This agreement shall become effective [DATE] and shall continue in effect until [END DATE] or until terminated in accordance with this agreement.

1. **TERMINATION OF THIS AGREEMENT**

This agreement may be terminated by either party on [NUMBER] days notice to the other party. All such notices shall be by certified mail or delivered personally.

1. **ENTIRE AGREEMENT**

This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.

1. **LEGAL FEES**

If either party brings a lawsuit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

1. **GOVERNING LAW**

This agreement shall be interpreted according to the laws of the [PROVINCE/STATE] of [COUNTRY].

1. **SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT ACCOUNTANT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title