OmniClerk

All about accounting!

Bookkeeping Contract for ABC Corp

This bookkeeping contract is entered into by and between

1) OmniClerk
(Online platform where freelance accounting and bookkeeping service providing individuals connect with businesses in the United States as their potential clients. Website: www.omniclerk.com. Email: support@omniclerk.com. Phone: +1 315 636 6590)

2) The freelance Accountants currently working on this project, and to be deployed in the future based on business requirements when needed by OmniClerk to achieve business goals.
(Ms. XYZ, currently deployed by OmniClerk as a freelance accountant to provide bookkeeping services to ABC Corp. Valid passport attached as internationally accepted identification proof.)

3) Mr. PQR, on behalf of ABC Corp
(Client of OmniClerk, on behalf of Abrams Global Corp, a business engaged XXXXXXXXXXXXXXXXXXXXXXXXX with the address: XXXXXXXX, XXXXXXXX, XXXXXXXX, United States, and Website: www.yourwebsite.com)

as of MM DD YYYY (Eastern Daylight Time, New York, The United States)

WHEREAS Mr. Menachem Abrams on behalf of Abrams Global Corp wishes to retain the Accountant for bookkeeping services,

AND WHEREAS Mr. PQR, on behalf of ABC Corp agrees to engage and compensate the Accountant(s) as an independent contractor(s) for these services only via OmniClerk as the platform to manage the services provided, collect the payment, then release the agreed share to the Accountant(s), and the Accountant(s) agree to provide such services,

THEREFORE, in consideration of the terms and conditions detailed in this bookkeeping contract, the receipt, understanding, and approval of which is duly acknowledged through electronic or physical signature from both parties below, all parties to this contract agree to the following:

1. Services Provided

The Accountant shall provide the following services to the Client:
- Books cleaning work since MM DD YYYY till MM DD YYYY
- Books catch-up work since MM DD YYYY till MM DD YYYY
- Examine your books and ensure the categorization of any past transactions to reconcile your accounts.
- General Bookkeeping
- Budget Preparation
- Financial Reporting
- Bank Accounts and Credit Cards Reconciliations
- General Ledgers
- Maintain books for month-end closing and audit support.
- Maintain your accounts throughout the month to ensure accuracy.
- Run and review monthly reports to monitor the health of the business.
- Ensure smooth tax time and will prepare customized year-end review to hand off to your tax accountant.
- Provide seamless great bookkeeping experience through seamless communication between you, your primary bookkeeper, anyone associated with bookkeeping and accounting in your business and your team.
- Provide support throughout the life of the subscription using chat, email, voice call, and on-demand video conference.

2. Service Rates

The Client hereby agrees to compensate OmniClerk at the following rates for services rendered:
- **Phase 1:**
This phase included catching up and cleaning up the books from the beginning to date. The fee for this part of the work will be $XXX payable in two parts.
The first 50% shall be payable as an upfront payment to start the work.
The second 50% shall be payable when half of Phase 1 is complete.

- **Phase 2:**
  This phase includes regular bookkeeping services provided on a monthly paid subscription basis. The fee for this service will be $XXX per month, paid at the start of each month as per the subscription.

3. Delivery and Timeline
- OmniClerk will work towards finishing Phase 1 within XX months and start monthly bookkeeping services on an ongoing basis client for as long as the client is willing to receive the services.
- Accountant(s) and OmniClerk will started working on Phase 1 on the MM DD YYYY, Eastern Daylight Time.
- Phase 1 is targeted to be finished on or before the MM DD YYYY, Eastern Daylight Time.
- Phase 2 starts automatically at the end of Phase 1 and the regular monthly bookkeeping subscription commences on the same date with the start date of the monthly subscription cycle for bookkeeping services.
- Monthly bookkeeping services subscription will renew automatically each month as per the subscription cycle until canceled.
- OmniClerk or the Accountant(s) deployed may require data, material, actionable to be fulfilled, and access to information from the client while working the project. The timely fulfillment of such requirements is critical to achieving business goals within the timeline. In case of absence or delay in the fulfillment of such requirements may unavoidably extend the timeline for delivery.

4. Performance
- The Accountant(s) swears to perform all services to the highest standards as defined by the National Association of Accountants and the National Tax Preparers' Association.
- The Accountant must comply with the work quality standards and benchmarks set by OmniClerk.
- The client has all the right to set the expectations before the beginning of any project.
- Not adhering to such norms by the Accountant(s), may result in immediate termination from any ongoing projects, and also a permanent banning from any potential work opportunities coming in the future.
- A client may ask for an immediate replacement of the Accountant(s) working on any project(s) provided.
- OmniClerk shall provide an immediate replacement and deploy the workforce as suitable for business requirements for that particular project.
- In case if OmniClerk fails to provide a replacement as asked, OmniClerk shall be liable to provide a refund for that particular piece of work or for that particular month in question.
- Any payment made by the client previously, for which the amount of work done is already approved by the client, may not be refundable.

5. Material & Data Access
- The Client agrees to provide the Accountant with full access to all financial accounts and records.
- Furthermore, the Client assumes full responsibility for the accuracy of existing financial records.
- The client agrees to answer the questions that the Accountant(s) may have at least once a week.

6. Contract Term
- This bookkeeping contract is considered effective as of the created date and shall proceed on a month-to-month basis until canceled by either party.
- A client can cancel the contract at any time and will not be liable to pay any fee or any amount for the work that has not been done. OmniClerk may not be able to reverse or provide a refund for the existing piece of work or the current month for the ongoing work or the work done in the past.

7. Independent Contractor(s)
- The Client agrees to engage the Accountant(s) as an independent contractor(s).
- The Accountant(s) shall not be considered an employee, broker, or agent of the client.
- The Accountant(s) shall be solely responsible for withholding any applicable taxes from payments made by the Client for services rendered under the terms of this bookkeeping contract.
- During the Course of bookkeeping services provided, OmniClerk shall manage, monitor, and regulate the number of Accountants working on the project to achieve desired goals within the promised time. To efficiently do that, OmniClerk may deploy an adequate amount of workforce that may include Accountant(s) not mentioned in this agreement. In such cases, OmniClerk shall introduce any new freelance Accountant(s) joining the project(s) provided by you along with valid identification documents.
- For Accountant(s) with US citizenship, any government-issued identification proof, and for Accountant(s) with citizenship of any country other than the United States internationally accepted identification proof such as passport will be furnished.
- Since the Accountant(s) OmniClerk may add in the future, as part of this project, will automatically be considered as a new party to this agreement. OmniClerk shall keep you updated with such joinings along with valid identification documents. Further signature from the client or any renewal of this contract may not be required.

- OmniClerk reserves the right to select, deploy, regulate, and monitor the Accountant(s) to ensure an adequate amount of workforce needed to achieve desired results.

8. Payment

- OmniClerk shall provide an itemized invoice to the Client for services rendered every month or for every piece of work completed or as per the subscription.
- Each invoice shall be paid in full by the Client within 7 days of receipt.
- Any fees or expenses not listed in this bookkeeping contract must be approved in writing by the Client before being invoiced.
- OmniClerk shall provide receipts upon successful payment for each payment successfully credited to the bank accounts for OmniClerk or any associated bank accounts where the payments are routed.
- OmniClerk utilizes channels like Payoneer, PayPal, RazorPay, 2Checkout, and so on. There may be changes in the mode of payment as OmniClerk is a constantly evolving platform. During the payment process, there might be instances where such payment channels may need approvals, consents, endorsements, and verification from the client to successfully release the payments to OmniClerk. OmniClerk expects a timely response from the client to have access to the funds received as payment in return for services provided or preparing ourselves to be able to provide these services.

9. Confidentiality

- The Accountant(s) agrees to hold all Client data and information as proprietary, sensitive, and confidential in nature.
- As such, the Accountant shall not share such information with any party without express written consent from the Client, unless otherwise required to do so by law.
- Any breach to this term may result in immediate termination of the Accountant(s) from any ongoing projects or any work opportunities coming in the future.
- Any such instance of data or material leakage caused by the Accountant(s) associated with any project they have been assigned or proposed, will be considered against integrity and ethics of OmniClerk and the person responsible shall be permanently banned from the OmniClerk Platform.

10. Contract Termination

- Either party may cancel this bookkeeping contract by providing 15 days' written notice to the opposite party via registered Email.
- If this contract is canceled, any services rendered (but not yet invoiced) will be invoiced per the payment terms of this agreement.

11. Liability

- The Client agrees to indemnify and hold the Accountant(s) harmless against all claims of loss or damage, save for cases of the Accountant's gross negligence or wilful misconduct.
- In case of any instance of any wilful misconduct or any gross negligence by the Accountant(s), leading to any loss or damage, OmniClerk shall not be held liable in any way.

12. Contract Jurisdiction

- This bookkeeping contract shall be governed under the laws of New York, The United States.

Acceptance:

OmniClerk	ABC Corp	Accountant

(This system generated work agreement from OmniClerk does not require any signature in person from OmniClerk)

	Signed by: Mr. Menachem Abrams (On behalf of Abrams Global Corp)	Signed by: Swaney Patel (Freelance Accountant, OmniClerk)
Date:	Date:	Date:

Accountant(s) Information:

OmniClerk will constantly keep the agreement updated and the client informed about the information of the Accountant(s) deployed on the project. Mentioned below are the details of Accountant(s) working on the books for ABC Corp. All dates mentioned below are in Eastern Time.

1. XYZ
   - **Written name:** XYZ
   - **Address:** XXXXX, XXXXX, XXXXX, United States.
   - **Mobile:** +1 XXX XXX XXXX
   - **Email:** xyz@email.com
   - **Citizenship**: United States
   - **Country of residence:** United States
   - **Identification Proof:** Passport (Image Attached)
   - **Identification Number:** Passport Number – XXXXXXXX
   - **Identification Proof Validity:** Valid until -MM DD YYYY
   - **Date of deployment:** MM DD YYYY
   - **Deployed Until:** MM DD YYYY

Declaration:

I, XYZ, have completely understood the guidelines, work quality standards, OmniClerk benchmarks, Client requirements, and all other points mentioned in this work agreement and I will strictly follow them to achieve expected business results. I willingly submit here my identification proof to OmniClerk and the client I am working for to be kept as a record. I will be solely responsible for any loss or damage caused to OmniClerk or the client I am working for due to my gross negligence or intentional misconduct during my services. I understand that OmniClerk acts only as a platform to provide work opportunities and projects where I can work as a freelance accountant and is not responsible for any loss and damages caused to the client, or OmniClerk itself, or any person, entity, or anybody associated directly or indirectly with OmniClerk.

Signed by: Swaney Patel
(Freelance Accountant at OmniClerk)
Date: