

# **VENDOR PAYMENT TERMS AND RECONCILIATION AGREEMENT**

## **PARTIES**

This Vendor Payment Terms and Reconciliation Agreement ("Agreement") is entered into by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Company")

AND

[Vendor Name], a [State of Incorporation] corporation with principal offices at [Vendor Address] ("Vendor")

## **RECITALS**

WHEREAS, Nexus Intelligent Systems, Inc. engages Vendor to provide [specific goods/services] in support of its enterprise AI services and predictive analytics platform;

WHEREAS, the parties desire to establish clear payment terms, reconciliation protocols, and financial accountability;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

## **1. DEFINITIONS**

1 "Invoice" shall mean a detailed billing document submitted by Vendor for goods or services rendered.

2 "Payment Cycle" shall mean the 30-day period following Invoice submission during which payment processing occurs.

3 "Reconciliation Period" shall mean the quarterly review of all financial transactions between Company and Vendor.

## **2. PAYMENT TERMS**

### 1 Standard Payment Cycle

- Invoices must be submitted electronically via the Company's vendor portal
- Invoices shall be submitted no later than 15 days following service completion
- Payment shall be processed within 30 days of valid Invoice receipt

### 2 Invoice Requirements

- Detailed line-item breakdown of services/goods
- Unique invoice identification number
- Comprehensive tax documentation
- Compliance with Company's procurement guidelines

### 3 Payment Methods

- Electronic funds transfer (preferred)
- Corporate check
- Wire transfer with prior written authorization

## **3. RECONCILIATION PROTOCOLS**

### 1 Quarterly Financial Review

- Comprehensive audit of all transactions
- Verification of invoice accuracy
- Identification and resolution of discrepancies
- Adjustment of future payment terms if systemic issues are discovered

### 2 Dispute Resolution

- Discrepancies must be reported within 10 business days
- Formal written dispute notification required
- Mediation process initiated within 15 days of dispute filing
- Unresolved disputes subject to binding arbitration

## **4. FINANCIAL COMPLIANCE**

### 1 Tax Reporting

- Vendor shall provide all necessary IRS documentation

- Compliance with 1099 reporting requirements
- Maintenance of accurate financial records

## 2 Audit Rights

- Company reserves right to conduct financial audits
- Vendor must provide complete financial documentation
- Audit costs borne by Company unless material discrepancies discovered

## 5. TERMINATION PROVISIONS

### 1 Payment Default

- Three consecutive payment delays constitute material breach
- Company may terminate agreement with 30-day written notice
- Outstanding invoices must be resolved prior to contract termination

### 2 Performance Metrics

- Vendor subject to performance evaluation each calendar quarter
- Failure to meet agreed service levels may result in contract modification

## 6. CONFIDENTIALITY

- 1 All financial information exchanged shall be considered confidential
- 2 Five-year retention of financial documentation required
- 3 Strict non-disclosure of proprietary financial methodologies

## 7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

## 8. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of [Execution Date].

**NEXUS INTELLIGENT SYSTEMS, INC.**

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

**[VENDOR NAME]**

**By:**

[Authorized Representative]

[Title]