# **SEED FINANCIAL MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") is entered into as of **[Effective Date]** ("Effective Date") by and between:

**Seed Financial & Insurance Services LLC**, a California limited liability company, with its principal place of business at 4136 Del Rey Ave, Suite 521, Marina Del Rey, California 90292 ("Company" or "Seed")

AND

**[Client Legal Name]**, a **[Entity Type]** organized under the laws of **[State/Jurisdiction]**, with its principal place of business at **[Client Address]** ("Client")

Each individually a "Party" and collectively the "Parties."

## **RECITALS**

WHEREAS, Company provides professional financial services including bookkeeping, tax preparation, and payroll administration services; and

WHEREAS, Client desires to engage Company to provide certain services as more particularly described in one or more Order Forms and Service Schedules; and

WHEREAS, the Parties desire to set forth the general terms and conditions that will govern their relationship.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. SERVICES FRAMEWORK**

### **1.1 Service Authorization**

Services shall be initiated only upon execution of a written Order Form or Statement of Work ("SOW") signed by authorized representatives of both Parties. Each Order Form/SOW shall reference one or more Service Schedules (Schedule A: Bookkeeping Services; Schedule B: Tax-as-a-Service; Schedule C: Payroll Administration Services) and shall be incorporated by reference into this Agreement.

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### **1.2 Service Modules**

Each Service Schedule represents an independent service module that may be engaged, modified, or terminated independently without affecting other modules, except where technical dependencies exist and are expressly stated in the applicable Service Schedule.

### **1.3 Order of Precedence**

In the event of any conflict or inconsistency, the following order of precedence shall apply: (a) the specific commercial terms in an executed Order Form/SOW; (b) the applicable Service Schedule; (c) this Master Services Agreement. Notwithstanding the foregoing, the protective provisions of this Agreement (including but not limited to Sections 7, 8, 12, 13, and 14) shall prevail over any conflicting provisions in an Order Form/SOW or Service Schedule.

### **1.4 Professional Standards**

Company shall perform the Services in accordance with generally accepted industry standards and practices. Company personnel assigned to perform Services shall have appropriate qualifications and experience.

## **2. CLIENT OBLIGATIONS AND REPRESENTATIONS**

### **2.1 Access and Cooperation**

Client shall:

* Provide Company with timely access to all systems, platforms, records, and information reasonably necessary for performance of the Services
* Maintain such access throughout the term of each Service module
* Designate authorized personnel to serve as primary contacts
* Respond to Company requests for information within three (3) business days
* Notify Company immediately of any changes to access credentials or system configurations

### **2.2 Accuracy of Information**

Client represents and warrants that all information, data, and materials provided to Company shall be accurate, complete, and current. Client acknowledges that Company's ability to perform the Services depends upon the quality and timeliness of Client-provided information.

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### **2.3 Decision-Making Authority**

All material adjustments, policy decisions, and approvals must be made by Client's authorized representatives, which shall include account controllers, executive management, or other individuals designated in writing. Company is not authorized to make business decisions on Client's behalf.

### **2.4 Regulatory Compliance**

Client acknowledges and agrees that:

* Client retains full responsibility for compliance with all applicable laws, regulations, and reporting requirements
* Company's role is limited to providing support services as specified in the Service Schedules
* Client must review and approve all work product before submission to any governmental authority
* Client is responsible for the accuracy and completeness of all tax returns and regulatory filings

## **3. FEES, BILLING, AND PAYMENT TERMS**

### **3.1 Subscription Fees**

Services are provided on a monthly subscription basis at the rates specified in the applicable Order Form. By executing an Order Form, Client expressly authorizes Company to charge the designated payment method on file for all fees on a recurring monthly basis.

### **3.2 Fee Adjustments - Bookkeeping Services**

For Bookkeeping Services only, Company shall conduct a workload review every three (3) months. Based on the average workload over the preceding three-month period, Company may adjust fees prospectively upon ten (10) days' written notice to Client. No retroactive billing adjustments shall be made. Client may contest any fee adjustment by providing written notice within five (5) business days of receiving the adjustment notice.

### **3.3 Payment Terms**

* All fees are due upon receipt of invoice
* Accounts thirty (30) days past due shall be subject to a late fee of $50 per invoice
* Accounts sixty (60) days past due may result in immediate suspension of Services
* Company reserves the right to charge interest on past-due amounts at the lesser of 1.5% per month or the maximum rate permitted by law

### **3.4 Third-Party Costs**

Client shall be solely responsible for all third-party platform fees, including but not limited to QuickBooks Online, Bill.com, payroll processing systems, and any other software or services required for Company to perform the Services.

### **3.5 Fee Disputes**

Any dispute regarding fees must be raised in writing within fifteen (15) days of the invoice date. Failure to dispute an invoice within this period shall constitute acceptance of the charges.

## **4. TERM AND TERMINATION**

### **4.1 Initial Term**

The initial term of this Agreement shall be twelve (12) months from the Effective Date ("Initial Term"). The Agreement shall automatically renew for successive twelve-month periods ("Renewal Terms") unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

### **4.2 Termination for Convenience**

Following the Initial Term, either Party may terminate this Agreement or any individual Service module upon sixty (60) days' prior written notice. Early termination during the Initial Term shall require payment of an early termination fee equal to the lesser of (a) three months' fees or (b) fees for the remainder of the Initial Term.

### **4.3 Termination for Cause**

Either Party may terminate this Agreement or any affected Service module for material breach upon thirty (30) days' written notice if the breach remains uncured after such notice period. Company may terminate immediately upon written notice for:

* Non-payment of fees beyond sixty (60) days
* Client's breach of confidentiality obligations
* Client's failure to provide necessary access or cooperation
* Any action by Client that exposes Company to liability or reputational harm

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### **4.4 Effect of Termination**

Upon termination:

* All fees incurred through the effective termination date shall become immediately due and payable
* Company shall cease providing Services as of the termination date
* Each Party shall return or destroy the other Party's Confidential Information
* Sections 6 through 17 shall survive termination

## **5. MODIFICATIONS AND CHANGE MANAGEMENT**

### **5.1 Scope Changes**

Changes to the scope of Services must be documented in writing. Client-initiated changes submitted through Company's designated portal or system that affect entity count, integrations, or service levels shall automatically amend the applicable Order Form and adjust fees accordingly.

### **5.2 Agreement Amendments**

Except for scope changes under Section 5.1, all amendments to this Agreement must be in writing and signed by authorized representatives of both Parties.

## **6. TRANSITION AND OFFBOARDING**

### **6.1 Offboarding Services**

Upon termination and subject to payment of all outstanding amounts, Company shall provide module-specific offboarding deliverables as described in the applicable Service Schedule. Standard offboarding includes:

* Return of Client-owned materials
* Provision of a final deliverables package
* Reasonable transition assistance (up to 5 hours)

### **6.2 Post-Termination Access**

Company shall maintain read-only access to Client systems for thirty (30) days following termination solely to facilitate transition activities, unless such access is prohibited by the platform provider or Client provides written notice to terminate access immediately.

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### **6.3 Data Retention**

Company shall retain work papers and records related to the Services for six (6) years following termination, after which such materials may be destroyed without notice to Client.

## **7. DISCLAIMER OF AUDIT, REVIEW, AND ASSURANCE SERVICES**

**IMPORTANT NOTICE:** Company does NOT provide audit, review, compilation, or any form of assurance services. The Services are limited to bookkeeping, tax preparation support, and payroll administration as specifically described in the Service Schedules. Company does not express any opinion or provide any assurance regarding Client's financial statements or tax positions. Management remains solely responsible for:

* The accuracy and completeness of financial statements
* Internal controls and financial reporting
* All business decisions and their consequences
* Compliance with applicable laws and regulations

## **8. CONFIDENTIALITY AND DATA SECURITY**

### **8.1 Confidential Information**

Each Party shall maintain the confidentiality of the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. "Confidential Information" includes all non-public information disclosed by one Party to the other, whether orally, in writing, or electronically.

### **8.2 Permitted Disclosures**

Confidential Information may be disclosed:

* To employees and subcontractors on a need-to-know basis
* As required by law or court order (with prompt notice to the disclosing Party if permitted)
* With the prior written consent of the disclosing Party

### **8.3 Data Security**

Company shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect Client data. Company may use reputable third-party subprocessors and shall ensure such parties are bound by appropriate confidentiality obligations.

## **9. THIRD-PARTY PLATFORMS AND SERVICES**

### **9.1 Platform Terms**

Client's use of third-party platforms including QuickBooks Online, Bill.com, ADP, Gusto, TriNet, Ramp, Mercury Bank, and similar services is governed exclusively by the terms and conditions of those providers.

### **9.2 Disclaimer of Liability**

COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR DISRUPTIONS ARISING FROM:

* Outages or failures of third-party platforms
* Data corruption or loss within third-party systems
* Security breaches of third-party platforms
* Changes to third-party platform functionality or pricing
* Incompatibility between third-party platforms

## **10. SUBCONTRACTORS**

Company reserves the right to engage qualified subcontractors to perform portions of the Services. Company shall remain fully responsible for the performance of all subcontracted work and shall ensure all subcontractors are bound by appropriate confidentiality and data protection obligations.

## **11. NON-SOLICITATION**

During the term of this Agreement and for twelve (12) months thereafter, Client agrees not to directly or indirectly solicit for employment or engagement any Company employee or contractor who has provided Services under this Agreement. This restriction shall not apply to responses to general advertising or unsolicited approaches by such personnel. Any breach of this provision shall result in liquidated damages equal to six (6) months of the applicable employee's or contractor's compensation.

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## **12. INDEMNIFICATION**

### **12.1 Client Indemnification**

Client shall indemnify, defend, and hold harmless Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

* Client's breach of this Agreement
* The accuracy or completeness of information provided by Client
* Client's business operations or decisions
* Client's use of the Services or work product
* Any claim that Client's data infringes third-party rights

### **12.2 Company Indemnification**

Company shall indemnify, defend, and hold harmless Client from and against third-party claims to the extent arising from Company's gross negligence or willful misconduct in performing the Services.

### **12.3 Indemnification Procedures**

The indemnified Party shall promptly notify the indemnifying Party of any claim and cooperate in the defense. The indemnifying Party shall have sole control of the defense and settlement, provided that no settlement shall impose obligations on the indemnified Party without its consent.

## **13. LIMITATION OF LIABILITY**

### **13.1 Liability Cap**

EXCEPT FOR BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, OR ACTS OF FRAUD OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

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### **13.2 Exclusion of Consequential Damages**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **13.3 Essential Purpose**

The Parties acknowledge that these limitations are an essential element of the bargain and that Company would not enter into this Agreement without these limitations.

## **14. INSURANCE**

Company maintains professional liability insurance with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate. Company shall provide certificates of insurance upon Client's written request.

## **15. GEOGRAPHIC SCOPE AND COMPLIANCE**

### **15.1 U.S. Operations Only**

Services are provided exclusively for Client's U.S. operations and in accordance with U.S. generally accepted accounting principles and tax regulations.

### **15.2 No Legal or Investment Advice**

Company does not provide legal, investment, or regulatory advice. Client should consult appropriate professionals for such matters.

## **16. PUBLICITY**

Company may identify Client as a customer and use Client's name and logo in Company's marketing materials, website, and proposals. Client may opt out of this authorization by providing written notice to Company.

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## **17. GENERAL PROVISIONS**

### **17.1 Independent Contractor**

The Parties are independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

### **17.2 Assignment**

Neither Party may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be void.

### **17.3 Notices**

All notices shall be in writing and deemed given when delivered by email (with confirmation of receipt) to the addresses specified in the Order Form or through Company's designated portal.

### **17.4 Force Majeure**

Neither Party shall be liable for delays or failures in performance resulting from acts beyond its reasonable control, including acts of God, terrorism, pandemic, governmental actions, or third-party platform failures.

### **17.5 Severability**

If any provision is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

### **17.6 Waiver**

No waiver shall be effective unless in writing. Failure to enforce any provision shall not constitute a waiver of future enforcement.

### **17.7 Entire Agreement**

This Agreement, together with all Order Forms, SOWs, and Service Schedules, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, and communications.

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### **17.8 Governing Law and Venue**

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in Los Angeles County, California.

### **17.9 Attorneys' Fees**

In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.