



Agreement between

Seward Accounting & Tax

Kirstyn Seward
info@sewardaccounting.com

Seacoast Gardens 3

SeaCoast Management No.3
mgrimfilms@yahoo.com

This agreement was digitally signed by:

SeaCoast Management No.3 on 12/7/2023, 11:35 AM EST (IP: 50.89.15.190)

Services Provided

Accountant Package

Monthly

\$500

ACCOUNTANT PACKAGE

COMPLIANCE SERVICES

- Transaction Categorization: Monthly
- Account Reconciliation: Monthly
- Financial Reporting: Monthly
- Recurring Monthly Invoice Management

ASSESS & SUPPORT

- Strategic Planning Meeting: Annually
- Email Support: 72-Hour Response Time
- Phone Support: 72-Hour Response Time

TECH

- Quickbooks Online
- Uncat
- Client Portal

Account Set-Up/Import One time Fee⁷

On Approval

Completed on 12/6/2023, 7:00 PM EST

\$1,250

170 Recurring invoices

Invoices Deposited to 3 accounts

QBO Initial Set-Up

Verify Balance Sheet Items

New Bank Setup (Vendors)

General Terms

Payment Terms: Upon receipt of invoice

Effective Date: December 7, 2023

Manual approval of each payment: Required

Credit Card Fees: Paid by Seacoast Gardens 3

General Terms of Service

The following general terms of service (the “**Agreement**” or the “**Terms of Service**”), govern the relationship between the “**Vendor**” as described in the online agreement and you (“**you**” or the “**Customer**”).

Please read the Terms of Service carefully and make sure you understand and agree to them before you start working with the Vendor. If you have any questions relating to the Terms of Service or the services to be provided hereunder, please contact the Vendor directly or at support@anchor.sh.

By clicking to accept or agree checkbox of the Terms of Service and starting to work with the Vendor, the Vendor and you accept and agree to be bound and abide by these Terms of Service and by the Anchor’s terms and conditions and privacy policy as can be found on the Anchor’s website www.anchor.sh (the “Site”).

If you do not want to agree to these Terms of Service, you must not access or use the Site and not work with the Vendor. You are welcome to review, comment and discuss the below Terms of Service with the Vendor if any changes are required.

Terms:

- **General**
 - Customer hereby engage the Vendor to provide it with certain services (as more detailed in the Online Agreement page and Vendor hereby agree to provide the Customer such services according to the terms set forth herein.
 - The relationship will be based on honesty, fairness and in good faith.
 - The relationship will be transparent and will be governed by this Term of Service.
 - The relationship between the Vendor and the Customer is on a fee for service basis.
- **Vendor commitments**
 - Vendor will perform the service in a professional, workmanlike and confidential manner.
 - Vendor will devote all the necessary time needed to perform the services hereunder.
 - Vendor shall be responsible for maintaining a place of work, any equipment and supplies necessary for the performance of the services hereunder.
- **Customer commitments**
 - Customer will obey Vendor's payment terms.
 - Customer will provide or/and assist with needed access to any information or material reasonably requested by the Vendor in order to deliver the best service possible.
 - Customer takes full responsibility for the accuracy of all material delivered.

The service

- **Performance.** Vendor shall perform the service in a faithful, diligent and professional manner.
- **Changes.** Vendor shall promptly notify customer of any change to the service scope Vendor reasonably determines is necessary. Any changes to the service scope including but not limited to scope, tasks, hours estimate and/or prices must be agreed upon by both sides through a written amendment to this Agreement [via Anchor's portal] and be accepted by both parties prior to being effective.
- **Taxes.** Each party shall be the sole responsible for its own tax liabilities arising out or related to this Agreement and/or the services rendered hereunder.

Relationship of parties.

- **No Relationship.** In performing its duties and obligations hereunder, the Vendor shall operate as and shall have the status of an independent contractor. Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
- **No Authority.** Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

Intellectual Property.

- **Intellectual Property Transfer.** Nothing in this Agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will respect the intellectual rights of the other party.
- **Work Made For Hire.** Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement once paid in full.
- **Original Work and No Infringement.** Vendor shall ensure the all work product created by Vendor for the benefit of Customer is original work and does not infringe, misappropriate, or violate any intellectual property or other proprietary rights of any third party.

Confidentiality.

- **Confidentiality Obligation.** Each party shall hold Confidential Information of the other party in strict confidence and shall protect such information with no less diligence than that with which it protects its own confidential or proprietary information. "**Confidential Information**" shall include all information provided to the receiving party by the disclosing party or related to the disclosing party. Confidential Information shall not include (i) information already known or independently developed by receiving party without access to the disclosing party's Confidential Information; (ii) information that is publicly available through no wrongful act of receiving party; or (iii) information received by receiving party from a third party who was free to disclose it without confidentiality obligations.
- **Use Solely for Purpose.** The receiving party shall not use any Confidential Information except to perform the explicit obligations under this Agreement. The receiving party shall

take all precautions to ensure that the secrecy of the disclosing party's Confidential Information is preserved to the highest industry standards.

- **Non-Disclosure.** A receiving party may not disclose Confidential Information, to any third party, except to the extent Permitted by this Agreement, the disclosing party consents to in writing, or required by Law.

Mutual Non-Solicitation. During the period starting on the date of signature of this Agreement and ending six (6) months after the termination or expiration of this Agreement, neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity: (i) induce or attempt to induce any officer, director, or employee to leave the other party; or (ii) solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party.

Mutual limitation of liability

- **Mutual Limitation on Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA LOSS, OR DATA USE.
- **Maximum Liability.** Each party's liability for direct damages resulting arising out of or relating to the services and/or the engagement hereunder will be mutual and will be capped at a maximum of the last six (6) months fee.

Mutual indemnification. Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its warranties and covenants.

Material & Data access. Customer agrees to provide the Vendor with full access to all requested data. Furthermore, the Customer assumes full responsibility for the accuracy of material delivered.

Termination. Either party may terminate this Agreement and relationship for any reason with a 30 days prior notice.

General provisions.

- **Entire Agreement.** this Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.
- **Amendment.** This Agreement may be amended only by written amendment signed by both parties.
- **Assignment.** Neither party may assign this Agreement or any of their rights or obligations under this Agreement without the other party's written consent.

- **Notices/Electronic Delivery.**By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, amendments, payment notices and disclosures that we provide in connection with our relationship. Communications will be directed to the initial email you initially used unless updated.
- **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New York, U.S.A. without regard to its conflict of laws rules. The competent courts in New York, U.S.A. shall have the exclusive jurisdiction over any dispute arising from this Agreement.