



EPOCH PRIDE PAYROLL AND CONSULTING FIRM

TERMS & CONDITIONS

These Terms and Conditions ("Agreement") are entered into by and between EPOCH PRIDE PAYROLL AND CONSULTING FIRM ("Epoch Pride") and the client ("Client"). By engaging Epoch Pride's services, the Client agrees to be bound by the terms and conditions outlined below:

1. **SERVICES:** Epoch Pride agrees to provide payroll and consulting services as mutually agreed upon by both parties. The specific details of the services, including but not limited to payroll processing, tax compliance, and consulting, will be outlined in a separate agreement.
2. **CONFIDENTIALITY:** Both parties agree to treat all information provided by the other party as confidential. Epoch Pride will take reasonable measures to safeguard the confidentiality of the Client's information, and the Client agrees not to disclose any confidential information obtained during the course of the engagement.
3. **FEES AND PAYMENT:** The Client agrees to pay Epoch Pride the fees specified in the separate agreement for the services provided. Payment terms, including due dates and methods of payment, will be outlined in the same agreement. Late payments may be subject to interest charges as specified.
4. **TERM AND TERMINATION:** The term of this Agreement will be specified in the separate agreement. Either party may terminate this Agreement in writing if the other party breaches any material term of this Agreement, subject to a cure period as specified in the separate agreement.
5. **INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to software, documents, and processes developed or used by Epoch Pride in the provision of services, shall remain the exclusive property of Epoch Pride.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction specified in the separate agreement.
7. **LIMITATION OF LIABILITY:** Epoch Pride shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement. Epoch Pride's total liability for any claim shall not exceed the total fees paid by the Client under this Agreement.
8. **FORCE MAJEURE:** Epoch Pride shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or natural disasters.
9. **AMENDMENTS:** This Agreement may be amended only in writing and signed by both parties.
10. **ENTIRE AGREEMENT:** This Agreement, along with any separate agreements referenced herein, constitutes the entire understanding between Epoch Pride and the Client and supersedes all prior agreements, whether oral or written.

By engaging Epoch Pride's services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.