

MASTER AGREEMENT FOR CORPORATE TAX SERVICES

This Master Agreement for Corporate Tax Services (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Service Provider: _____, with its principal place of business at

(hereinafter referred to as the "Firm"),

and

Client: _____, with its principal place of business at

(hereinafter referred to as the "Company").

1. ENGAGEMENT AND SCOPE OF SERVICES

The Company hereby engages the Firm to perform corporate tax services, and the Firm agrees to provide such services as described in individual Statements of Work (each, an "SOW") executed by both parties from time to time. Services may include, but are not limited to:

1. Preparation and filing of federal, state, and local corporate income tax returns.
2. Tax planning, consulting, and advisory services.
3. Representation in connection with tax audits or inquiries by taxing authorities.
4. Quarterly provision calculations and estimated tax payment computations.

2. FEES AND PAYMENT TERMS

1. The Company shall pay the Firm for services rendered in accordance with the rates and payment schedule set forth in the applicable SOW.
2. Invoices shall be submitted monthly or upon completion of milestones. Payment is due within _____ days from the invoice date.
3. Late payments shall bear interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is less.

3. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall continue until terminated by either party.
2. Either party may terminate this Agreement or any SOW, with or without cause, upon _____ days' prior written notice to the other party.
3. Upon termination, the Company shall pay the Firm for all services performed and expenses incurred up to the effective date of termination.

4. CLIENT RESPONSIBILITIES

The Company shall provide the Firm with all financial records, tax documents, and information necessary for the

performance of the services in a timely, accurate, and complete manner. The Firm is not responsible for verifying the accuracy of information provided by the Company and shall not be liable for any errors resulting from inaccurate or incomplete information.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of all proprietary or non-public information received from the other party during the term of this Agreement. Neither party shall disclose such information to any third party without prior written consent, except as required by law, regulation, or professional standards.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the total liability of the Firm for any claim, loss, or damage arising out of or in connection with this Agreement or any SOW shall be limited to the fees paid by the Company to the Firm under the specific SOW giving rise to the claim during the _____ months preceding the event giving rise to liability.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of _____.

8. ENTIRE AGREEMENT

This Agreement, including any executed SOWs, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for Corporate Tax Services as of the Effective Date.

For the Firm:

Signature

Name (Printed)

Title

Date

For the Company:

Signature

Name (Printed)

Title

Date