

MANAGED SALES AND USE TAX COMPLIANCE SERVICES AGREEMENT

This Managed Sales and Use Tax Compliance Services Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

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

and

Client: _____, with its principal place of business at _____ ("Client").

1. SCOPE OF SERVICES

Provider shall perform the managed sales and use tax compliance services (the "Services") as detailed below:

- A. **Data Consolidated & Preparation:** Provider will retrieve, aggregate, and format Client's transactional data from designated systems for the purpose of calculating sales and use tax liabilities.
- B. **Tax Return Preparation:** Provider will prepare state and local sales and use tax returns based on the data provided by Client.
- C. **Filing and Remittance:** Provider will facilitate the electronic or paper filing of approved returns and coordinate the transfer of tax funds from Client's designated account to the respective taxing jurisdictions.
- D. **Notice Management:** Provider will receive, review, and respond to routine inquiries and notices from state and local tax authorities regarding returns filed under this Agreement.

2. CLIENT OBLIGATIONS

- A. **Data Provision:** Client agrees to provide all necessary sales, transaction, and exemption data in a mutually agreed format no later than the _____ day of each calendar month.
- B. **Funding:** Client shall ensure that the designated bank account is sufficiently funded for the full amount of tax liabilities no later than _____ days prior to the applicable filing deadline.
- C. **Accuracy:** Client retains ultimate responsibility for the accuracy and completeness of the financial records and data provided to Provider.

3. FEES AND PAYMENT TERMS

Client shall pay Provider the fees set forth in the table below. All invoices are due within _____ days of the invoice date.

Service Description	Frequency	Fee Amount
Monthly Base Service Fee	Monthly	\$ _____
Per-Return Filing Fee	Per Return	\$ _____
Notice Resolution / Consulting Rate	Hourly	\$ _____
_____	_____	\$ _____

4. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue for an initial term of _____ months

(the "Initial Term").

- B. **Renewal:** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive _____ period(s) unless either party provides written notice of non-renewal at least _____ days prior to the end of the current term.
- C. **Termination for Convenience:** Either party may terminate this Agreement with or without cause by providing _____ days prior written notice to the other party.

5. CONFIDENTIALITY AND DATA SECURITY

Both parties agree to hold in strict confidence all proprietary or confidential information received from the other party. Provider shall implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to protect the security, confidentiality, and integrity of Client's data.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Provider's total liability for any and all claims, losses, or damages arising out of or in connection with this Agreement shall not exceed the total fees paid by Client to Provider during the _____ month period immediately preceding the event giving rise to liability.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Managed Sales and Use Tax Compliance Services Agreement as of the Effective Date.

PROVIDER:

CLIENT:

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date