

SALES AND USE TAX OUTSOURCING SERVICES AGREEMENT

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

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

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

WHEREAS, Client desires to outsource certain sales and use tax compliance and administration functions; and

WHEREAS, Provider possesses the necessary professional expertise and infrastructure to perform such services and agrees to perform these services for Client under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Scope of Services

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

- Data receipt, reconciliation, and consolidation of Client's sales transaction data.
- Preparation of state and local sales and use tax returns.
- Filing of completed sales and use tax returns with the appropriate taxing jurisdictions.
- Facilitation of tax remittance to designated jurisdictions using funds provided by Client.
- Management of basic tax authority notices and inquiries related to filings processed under this Agreement.

2. Client Responsibilities

To enable Provider to perform the Services, Client shall:

- Provide all necessary sales, purchase, and transactional data in the format and schedule specified by Provider, no later than the _____ day of each calendar month.
- Ensure the completeness, accuracy, and truthfulness of all financial and transactional data provided.
- Maintain sufficient funds in the designated bank account for tax remittances at least _____ business days prior to the filing deadlines.
- Promptly forward all tax notices and communications received from taxing authorities to Provider.

3. Fees and Payment

For the Services rendered under this Agreement, Client shall pay Provider as follows:

- **Base Monthly Fee:** \$_____ payable in advance on the _____ day of each month.
- **Per-Return Filing Fee:** \$_____ per tax return filed.
- **Additional Services:** Audit support, voluntary disclosure agreements, or registration services outside the standard scope will be billed at an hourly rate of \$_____.
- Invoices not paid within _____ days of the invoice date shall accrue interest at a rate of _____% per month.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of _____ (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive _____ terms unless either party provides written notice of non-renewal at least _____ days prior to the expiration of the then-current term.

Either party may terminate this Agreement for material breach upon _____ days' written notice, provided the breaching party fails to cure such breach within the notice period.

5. Confidentiality and Data Security

Each party shall protect and keep confidential all proprietary or non-public information received from the other party. Provider shall implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to secure Client's financial and transactional data from unauthorized access or disclosure.

6. Limitation of Liability

Provider's aggregate liability for any claims, losses, damages, or expenses arising under this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by Client to Provider during the _____-month period immediately preceding the event giving rise to the liability. In no event shall Provider be liable for any indirect, consequential, special, or punitive damages, including lost profits, or for interest and penalties resulting from inaccurate data provided by Client.

7. Governing Law and Dispute Resolution

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. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in _____, in accordance with the rules of the American Arbitration Association.

8. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, representations, or understandings.

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

PROVIDER:

CLIENT:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____