

# ANNUAL REPORT FILING SERVICES AGREEMENT

This Annual Report Filing Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_, by and between:

**Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Provider"), and

**Client:** \_\_\_\_\_, with a principal place of business or residence at \_\_\_\_\_ (hereinafter referred to as the "Client").

## 1. SCOPE OF SERVICES

The Provider agrees to perform the following services for the Client:

- a. Preparation of the annual report for the entity named: \_\_\_\_\_, organized under the laws of the State/Jurisdiction of \_\_\_\_\_.
- b. Filing of the prepared annual report with the appropriate governmental authority.
- c. Tracking and providing confirmation of the filing status to the Client.

## 2. CLIENT RESPONSIBILITIES

The Client shall timely provide all necessary, accurate, and complete information, data, and documentation required for the preparation and filing of the annual report. The Provider shall not be liable for any penalties, fines, or late fees resulting from inaccurate, incomplete, or late information provided by the Client.

## 3. FEES AND PAYMENT

In consideration for the services provided, the Client agrees to pay the Provider as follows:

- Service Fee: \$ \_\_\_\_\_
- Estimated Government/Filing Fees: \$ \_\_\_\_\_

Payment is due upon \_\_\_\_\_. The Provider will not submit any filings until full payment of both the service fee and government filing fees has been received.

## 4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall terminate upon the successful filing of the annual report, unless terminated earlier by either party upon \_\_\_\_\_ days written notice. In the event of early termination, the Client shall pay the Provider for all services rendered up to the date of termination.

## 5. LIMITATION OF LIABILITY

The Provider's total liability for any claims, losses, damages, or expenses arising out of this Agreement shall not exceed the total service fee actually paid by the Client to the Provider under this Agreement.

## 6. 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 law principles.

## 7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PROVIDER:**

**CLIENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_