

MASTER AGREEMENT FOR TAX PLANNING AND ADVISORY SERVICES

This Master Agreement for Tax Planning and Advisory Services (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

Provider:

Entity Name: _____

Address:

Representative: _____

And

Client:

Entity/Individual Name: _____

Address:

Representative: _____

Provider and Client may collectively be referred to as the "Parties" or individually as a "Party."

1. SCOPE OF SERVICES

Provider agrees to perform tax planning, advisory, and related consulting services (the "Services") as detailed in this Agreement or in subsequently executed Statements of Work (each, a "SOW") signed by both Parties. Each SOW shall reference this Agreement and be subject to its terms and conditions.

2. FEES AND EXPENSES

Client agrees to pay Provider for the Services rendered in accordance with the following terms:

- a. **Service Fees:** Client shall compensate Provider at the rate of _____ per _____, or as otherwise designated in an applicable SOW.
- b. **Retainer:** Client shall pay a non-refundable retainer of _____ upon execution of this Agreement, to be applied against initial billings.
- c. **Payment Terms:** Invoices shall be submitted _____ and are due within _____ days from the invoice date. Late payments shall accrue interest at a rate of _____% per month.
- d. **Expenses:** Client shall reimburse Provider for all reasonable, pre-approved out-of-pocket expenses incurred in connection with performing the Services.

3. CLIENT RESPONSIBILITIES AND INFORMATION

Client acknowledges that the advice and deliverables provided by Provider are highly dependent on the accuracy, completeness, and timeliness of information provided by Client. Client agrees to provide all financial records, tax documents, and information requested by Provider in a timely manner. Provider is not responsible for any consequences, penalties, or damages resulting from inaccurate, incomplete, or late information provided by Client.

4. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with this Section.

- b. **Termination for Convenience:** Either Party may terminate this Agreement without cause upon _____ days prior written notice to the other Party.
- c. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach and fails to cure such breach within _____ days of receiving written notice thereof.

5. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public, proprietary, or sensitive information disclosed by the other Party during the term of this Agreement. This obligation survives the termination or expiration of this Agreement. Client's tax and financial information shall be treated with the highest standard of professional care and in compliance with applicable privacy laws.

6. LIMITATION OF LIABILITY

In no event shall Provider's total aggregate liability arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed the total fees paid by Client to Provider under this Agreement during the _____-month period immediately preceding the event giving rise to the claim. Provider shall not be liable for any indirect, consequential, special, or punitive damages.

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 located in _____.

8. ENTIRE AGREEMENT

This Agreement, including any attached exhibits or SOWs, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement for Tax Planning and Advisory Services as of the Effective Date.

PROVIDER:

CLIENT:

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____