

ENGAGEMENT AGREEMENT

RESEARCH & DEVELOPMENT TAX CREDIT SERVICES

Date: _____

This Agreement is entered into by and between:

Provider: _____

Client: _____

Client Address: _____

Client hereby retains Provider to perform a Research and Development (R&D) Tax Credit Study for the tax year(s):
_____ (the "Tax Period") in accordance with the terms and conditions set forth below.

1. Scope of Services

Provider shall conduct a study to identify, evaluate, and document Client's qualified research activities and expenses to estimate and substantiate Client's R&D tax credits under Internal Revenue Code (IRC) Section 41 and relevant state statutes. The scope of services includes:

- Identifying qualified research activities (QRAs) and evaluating them against the statutory four-part test.
- Identifying and gathering qualified research expenses (QREs), including wages, supplies, and contract research costs.
- Conducting interviews with key technical and financial personnel.
- Calculating the federal and, if applicable, state R&D tax credits.
- Delivering a final written report detailing the methodology, calculations, and supporting documentation.
- Assisting Client's tax preparer with the integration of IRS Form 6765 and applicable state forms.

2. Client Responsibilities

To enable Provider to perform the services, Client agrees to:

- Provide complete, accurate, and timely access to financial records, general ledgers, payroll records, project documentation, and other relevant information.
- Make available qualified personnel for technical and financial interviews.
- Review all final deliverables and assume sole responsibility for the factual accuracy of the data and information provided.

3. Fees and Payment Terms

As consideration for the services rendered under this Agreement, Client agrees to pay Provider as follows:

All payments shall be due within _____ days of receipt of invoice.

4. Confidentiality

Both parties agree to maintain the strict confidentiality of all proprietary or non-public financial, technical, and business information disclosed during the course of this engagement. Neither party shall disclose such information to any third party without prior written consent, except as required by law, regulation, or legal process.

5. Limitation of Liability

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. The total liability of Provider to Client for any and all claims, losses, or damages arising out of this Agreement shall be limited to the total fees paid by Client to Provider under this Agreement.

6. Audit Support

In the event that the R&D tax credit study is audited by the IRS or state tax authorities, Provider will provide audit support to explain the methodology and documentation compiled during the study under the following terms:

_____.

7. Term and Termination

This Agreement shall commence on the date first written above and shall continue until the services are completed, unless terminated earlier by either party upon days written notice. In the event of early termination, Client shall compensate Provider for all services performed up to the effective date of termination.

8. 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.

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

CLIENT:

PROVIDER:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date