CORPORATE TAX SERVICES RETAINER AGREEMENT

This Corporate Tax Services Retainer Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Client: _____, with its principal place of business located at _____ (hereinafter referred to as the "Client"),

and

Provider: _____, with its principal office located at _____ (hereinafter referred to as the "Provider").

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Provider, and the Provider agrees to perform corporate tax services for the Client on a retainer basis. The scope of services to be provided includes, but is not limited to:

1. Preparation and filing of annual federal, state, and local corporate income tax returns.
2. Quarterly estimated tax calculations and compliance review.
3. Ongoing tax planning, advisory services, and consultation regarding corporate transactions.
4. Representation before tax authorities in connection with inquiries or audits, subject to the terms herein.
5. Other tax-related services as mutually agreed upon in writing by both parties.

2. RETAINER AND FEES

In consideration for the services rendered under this Agreement, the Client agrees to pay the Provider according to the following terms:

1. **Retainer Fee:** The Client shall pay a recurring monthly retainer fee of $_____, payable on or before the _____ day of each calendar month.
2. **Hourly Rates:** For services outside the standard scope of the retainer, the Provider shall bill at the rate of $_____ per hour.
3. **Invoicing:** The Provider will submit invoices monthly. Payments are due within _____ days of the invoice date.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall remain in effect for a period of _____ months, unless terminated earlier in accordance with this section.

Either party may terminate this Agreement at any time, with or without cause, by providing _____ days prior written notice to the other party. Upon termination, the Client shall pay the Provider for all services rendered and out-of-pocket expenses incurred up to the effective date of termination.

4. CLIENT RESPONSIBILITIES AND DISCLOSURE

The Client agrees to provide the Provider with all financial records, receipts, and information necessary for the timely and accurate completion of the tax services. The Provider is not responsible for any penalties, interest, or additional taxes resulting from inaccurate, incomplete, or late information provided by the Client.

5. CONFIDENTIALITY

The Provider agrees to keep all financial and proprietary information of the Client strictly confidential and will not disclose any such information to third parties without the prior written consent of the Client, except as required by law.

6. LIMITATION OF LIABILITY

The Provider's total liability for any claims, losses, damages, or expenses arising under this Agreement shall be limited to the total fees paid by the Client to the Provider under this Agreement during the _____ months preceding the event giving rise to the claim.

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 law principles.

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

CLIENT	**PROVIDER**
_____	_____
Authorized Signature	Authorized Signature
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____