

STATE AND LOCAL TAX (SALT) ADVISORY SERVICES ENGAGEMENT AGREEMENT

This Engagement Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

Consultant: _____ ("Consultant")

and

Client: _____ ("Client")

1. SCOPE OF SERVICES

Consultant agrees to provide the following state and local tax advisory services to Client:

1. _____
2. _____
3. _____

Any additional services requested by Client and agreed to by Consultant will be subject to a separate written amendment or addendum to this Agreement.

2. FEES AND BILLING

As consideration for the services rendered, Client agrees to pay Consultant as follows:

Invoices shall be submitted monthly and are due within _____ days of the invoice date. Late payments shall be subject to interest at a rate of _____ % per month.

3. CLIENT RESPONSIBILITIES

Client agrees to timely provide all financial records, transaction data, legal documents, and other relevant information reasonably requested by Consultant. Consultant shall not be responsible for any delays, penalties, or errors resulting from incomplete, inaccurate, or untimely information provided by Client.

4. TERM AND TERMINATION

This Agreement shall commence on the effective date and shall continue until completion of the services, unless terminated earlier by either party upon _____ days written notice. In the event of termination, Client shall compensate Consultant for all services performed up to the effective date of termination.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of all proprietary or non-public financial, operational, and business information received from the other party during the course of this engagement, and shall not disclose such information to third parties without prior written consent, except as required by law.

6. LIMITATION OF LIABILITY

The total liability of Consultant for any and all claims, losses, or damages arising out of or in connection with this Agreement shall be limited to the total amount of fees actually paid by Client to Consultant under this Agreement.

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 Engagement Agreement as of the date first written above.

For Consultant:

Signature

Name

Title

Date

For Client:

Signature

Name

Title

Date