

MASTER AGREEMENT FOR TAX AUDIT DEFENSE AND REPRESENTATION SERVICES

This Master Agreement for Tax Audit Defense and Representation Services (the "Agreement") is entered into as of this _____ day of _____, 20_____, by and between:

Provider:

Address:

Client:

Address:

1. SCOPE OF SERVICES

The Provider agrees to represent and defend the Client in connection with tax audits, inquiries, or examinations conducted by the following _____ taxing authority: _____ for the tax period(s): _____. These services include, but are not limited to, communication with taxing authorities, preparation and submission of requested documentation, representation at audit meetings, and administrative appeals, subject to the terms of this Agreement.

2. FEES AND PAYMENT TERMS

- a. **Retainer:** The Client shall pay a non-refundable initial retainer of \$ _____ upon execution of this Agreement.
- b. **Hourly Rate:** Services outside the initial retainer scope or ongoing defense will be billed at an hourly rate of \$ _____ per hour.
- c. **Invoicing:** Invoices will be issued _____ and are due within _____ days of the invoice date.

3. CLIENT RESPONSIBILITIES

The Client agrees to provide the Provider with all requested documents, financial records, tax returns, and statements necessary to perform the services in a timely and complete manner. The Client represents that all information provided is accurate and truthful. The Provider is not responsible for penalties, interest, or additional taxes resulting from the omission or misrepresentation of information by the Client.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the conclusion of the specified audit defense matter, or until terminated by either party. Either party may terminate this Agreement upon _____ days written notice to the other party. Upon termination, Client shall pay Provider for all services rendered and expenses incurred up to the date of termination.

5. LIMITATION OF LIABILITY

The Provider does not guarantee any specific outcome or reduction in tax liability, penalties, or interest. To the maximum extent permitted by law, the Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the

Provider under this Agreement.

6. CONFIDENTIALITY

The Provider agrees to maintain the strict confidentiality of all information and documentation provided by the Client, except as required to represent the Client before the taxing authority or as otherwise required by law.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to any principles of conflicts of law.

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

PROVIDER:

CLIENT:

By (Signature):

Name: _____

Title: _____

Date: _____

By (Signature):

Name: _____

Title: _____

Date: _____