

SALES AND USE TAX COMPLIANCE SERVICES AGREEMENT

This Sales and Use Tax Compliance Services Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____ (the "Effective Date"), by and between:

Service Provider: _____

Address: _____

Represented by: _____

And

Client: _____

Address: _____

Represented by: _____

Collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Client desires to retain Service Provider to perform professional sales and use tax compliance services as set forth herein; and

WHEREAS, Service Provider represents that it possesses the requisite expertise, knowledge, and capability to perform such compliance services and agrees to provide them under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Service Provider shall perform the following sales and use tax compliance services for Client:

- a. Preparation and filing of monthly, quarterly, and annual sales and use tax returns in designated jurisdictions.
- b. Review of client-provided transactional data for completeness and accuracy prior to filing.
- c. Management and processing of tax liability payments to appropriate taxing authorities.
- d. Maintenance of records and filing confirmations in accordance with statutory retention periods.
- e. Assistance with basic inquiries from tax jurisdictions regarding filed returns under this Agreement.

2. CLIENT OBLIGATIONS

Client shall provide Service Provider with all necessary, complete, and accurate transaction data, records, access codes, and funding required to complete and file the returns at least _____ business days prior to the statutory filing deadlines. Service Provider shall not be responsible for penalties or interest resulting from late, inaccurate, or incomplete information provided by Client.

3. FEES AND PAYMENT

In consideration for the services rendered, Client shall pay Service Provider as follows:

- a. A recurring fee of \$_____ per _____.
- b. An hourly rate of \$_____ for out-of-scope advisory services or audit support.
- c. Invoices shall be issued on the _____ day of each month and are due within _____ days of receipt.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect for an initial period of _____.

Thereafter, this Agreement shall automatically renew for successive terms of _____, unless either Party provides written notice of non-renewal at least _____ days prior to the expiration of the current term. Either Party may terminate this Agreement for convenience upon _____ days' written notice to the other Party.

5. CONFIDENTIALITY AND DATA SECURITY

Both Parties agree to maintain the strict confidentiality of all proprietary or confidential information received from the other Party, including but not limited to customer transaction data, financial records, and business processes. This obligation shall survive the expiration or termination of this Agreement.

6. LIMITATION OF LIABILITY

Service Provider's total liability for any claims, losses, or damages arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by Client to Service Provider during the _____-month period immediately preceding the event giving rise to the liability.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced 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 _____.

IN WITNESS WHEREOF, the Parties hereto have executed this Sales and Use Tax Compliance Services Agreement as of the Effective Date written above.

For Service Provider:

For Client:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____