

AGREEMENT FOR RESEARCH AND DEVELOPMENT TAX CREDIT ASSESSMENT SERVICES

This Agreement for Research and Development Tax Credit Assessment Services (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"),

and

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

1. PURPOSE & SCOPE OF SERVICES

The Client hereby engages the Provider to perform a Research and Development (R&D) Tax Credit Assessment Study. The Provider agrees to perform the following services (the "Services"):

1. Identify, evaluate, and document the Client's qualified research activities (QRAs) in accordance with Section 41 of the Internal Revenue Code (IRC) and applicable state tax laws.
2. Identify and calculate qualified research expenses (QREs), including qualified wages, supplies, and contract research expenses.
3. Conduct interviews with Client technical, financial, and management personnel to gather supporting qualitative data.
4. Prepare a comprehensive technical report summarizing the qualifying activities, methodology utilized, and credit calculations.
5. Deliver the necessary tax forms and documentation required for inclusion in the Client's federal and state tax returns.

2. CLIENT RESPONSIBILITIES AND COOPERATION

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

1. Provide timely, complete, and accurate access to financial records, payroll data, project documentation, general ledger details, and other information requested by the Provider.
2. Facilitate interviews with key personnel who possess technical knowledge of the Client's projects.
3. Review and verify the accuracy of all documentation and calculations prepared by the Provider before filing.

3. COMPENSATION AND PAYMENT TERMS

In consideration for the Services rendered, the Client shall pay the Provider in accordance with the following terms:

1. **Fee Structure:** The Client shall pay _____.
2. **Payment Schedule:** Invoices shall be issued _____ and are due within _____ days of receipt.
3. **Out-of-Pocket Expenses:** The Client shall reimburse the Provider for reasonable, pre-approved out-of-pocket expenses incurred in the performance of the Services.

4. CONFIDENTIALITY

Both parties agree to hold in strict confidence all proprietary, financial, technical, and trade secret information disclosed by one party to the other in connection with this Agreement. The Provider shall use the Client's confidential information solely for the purpose of performing the Services described herein and shall not disclose such information to third parties without the prior written consent of the Client, except as required by law.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until the Services are completed, unless terminated earlier as provided herein. Either party may terminate this Agreement upon _____ days written notice to the other party. Upon termination, the

Client shall compensate the Provider for all Services performed up to the effective date of termination.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

The Provider shall perform the Services in a professional and workmanlike manner. The Provider's liability to the Client for any claim, loss, or damage arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Provider under this Agreement. In no event shall either party be liable for any indirect, consequential, special, or incidental damages.

7. GOVERNING LAW AND JURISDICTION

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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. No amendment or modification to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FOR THE PROVIDER:

FOR THE CLIENT:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE