

SERVICES AGREEMENT

Research & Development Tax Credit Study

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

Provider: _____, with a principal place of business at _____ ("Provider"), and

Client: _____, with a principal place of business at _____ ("Client").

WHEREAS, Client desires to retain Provider to perform a Research and Development (R&D) Tax Credit Study to identify, document, and calculate qualifying research activities and expenses for potential tax benefits; and

WHEREAS, Provider agrees to perform such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Services.** Provider shall conduct an R&D Tax Credit Study for the following tax year(s): _____. The services shall include:

- a. Identifying qualified research activities (QRAs) and qualifying research expenses (QREs);
- b. Conducting interviews with key technical and financial personnel;
- c. Gathering and analyzing supporting documentation;
- d. Calculating the federal and, if applicable, state R&D tax credits; and
- e. Delivering a final report summarizing findings, methodology, and credit calculations.

2. **Client Responsibilities.** Client agrees to cooperate fully with Provider by providing timely access to necessary financial records, tax returns, payroll records, project documentation, and technical personnel. Provider shall be entitled to rely on the accuracy and completeness of all information provided by Client without independent verification.

3. **Fees and Payment Terms.** In consideration for the services rendered, Client shall pay Provider as follows:

All invoices are payable within _____ days of the invoice date. Late payments shall bear interest at the rate of _____ % per month.

4. **Confidentiality.** Both parties agree to maintain the confidentiality of all proprietary, financial, technical, or business information received from the other party in connection with this Agreement. This obligation shall survive the termination or expiration of this Agreement.

5. **Limitation of Liability.** In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. Provider's total liability under this Agreement for any claim, loss, or damage shall not exceed the total fees actually paid by Client to Provider under this Agreement.

6. **Term and Termination.** This Agreement shall commence on the date first written above and shall continue until delivery of the final report, unless terminated earlier by either party upon _____ days written notice. In the event of early termination, Client shall pay Provider for all services performed up to the date of termination.

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 laws principles.

8. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter

hereof and supersedes all prior discussions, agreements, or understandings, whether written or oral. No amendment to this Agreement shall be effective unless in writing and signed by both parties.

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

PROVIDER:

CLIENT:

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date