CORPORATE TAX SERVICES RETAINER AGREEMENT

This Corporate Tax Services Retainer Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

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

and

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

1. SCOPE OF SERVICES

The Service Provider shall perform corporate tax services for the Client, which may include but are not limited to:

a. Preparation and filing of federal, state, and local corporate income tax returns.

b. Quarterly estimated tax calculations and projections.

c. Tax planning, research, and advisory services regarding transactions.

d. Representation of the Client before tax authorities in connection with audits or inquiries, subject to separate billing if outside the standard scope.

e. Other tax-related services as mutually agreed upon in writing.

2. RETAINER AND COMPENSATION

As consideration for the services provided hereunder, the Client agrees to pay the Service Provider as follows:

a. **Retainer Fee:** The Client shall pay an initial non-refundable retainer fee of $_____ upon execution of this Agreement. This retainer shall be applied against services rendered.

b. **Monthly Fee / Hourly Rates:** The Service Provider will bill for services at an agreed rate of $_____ per month, or according to the following hourly rates: _____.

c. **Invoicing:** Invoices will be issued monthly. Payment is due within _____ days of the invoice date. Late payments may be subject to a fee of _____% per month.

3. CLIENT RESPONSIBILITIES AND DISCLOSURE

The Client is responsible for providing all necessary, accurate, and complete financial and accounting records, tax documents, and information required for the performance of the services in a timely manner. The Service Provider is not responsible for tax liabilities, penalties, or interest resulting from inaccurate, incomplete, or late information provided by the Client.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue _____. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party. Upon termination, the Client shall pay the Service Provider for all services rendered and expenses incurred up to the date of termination.

5. CONFIDENTIALITY

The Service Provider agrees to maintain the confidentiality of all proprietary, financial, and personal information provided by the Client and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law.

6. LIMITATION OF LIABILITY

The liability of the Service Provider for any claim arising out of this Agreement shall be limited to the total fees paid by the Client to the Service Provider under this Agreement during the _____ months preceding the event giving rise to liability. In no event shall either party be liable for any indirect, special, incidental, or consequential damages.

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.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether oral or written.

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

CLIENT:

_____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

_____

Name: _____

Title: _____

Date: _____