

ANNUAL REPORT COMPLIANCE AND FILING AGREEMENT

This Annual Report Compliance and Filing Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

PROVIDER:

Company Name: _____

Address: _____

Email: _____

CLIENT:

Company Name: _____

State of Incorporation/Organization: _____

Entity Type: _____

Address: _____

Email: _____

WHEREAS, Provider offers corporate compliance, documentation, and filing services; and

WHEREAS, Client desires to retain Provider to prepare and file its annual reports and related corporate compliance documents as specified herein;

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

1. Scope of Services

Provider shall perform the following services (the "Services") for the Client:

1. Monitor the annual report filing deadlines for the Client in the following jurisdiction(s):
_____.
2. Prepare the necessary annual report forms based on information provided by the Client.
3. Submit the completed annual report filings to the appropriate state agency or government body upon receiving approval and payment from the Client.
4. Provide confirmation of completed filings to the Client.

2. Client Responsibilities

1. **Information Accuracy:** Client is solely responsible for the accuracy, completeness, and truthfulness of all information, data, and documentation provided to Provider for the preparation of the filings.
2. **Timely Delivery:** Client agrees to provide all requested information and approvals at least _____ business days prior to the official state filing deadline. Provider is not responsible for penalties, late fees, or administrative dissolution resulting from Client's delay.
3. **Notification of Changes:** Client must immediately notify Provider of any changes in its business address, officers, directors, members, managers, or registered agent.

3. Fees and Payment

1. **Service Fee:** Client shall pay Provider a service fee of \$ _____ per filing.
2. **State Filing Fees:** Client is responsible for all state-imposed filing fees, which shall be billed to Client in

addition to the Provider's service fee.

3. **Payment Terms:** All fees must be paid in full before Provider submits any filing to the government authority.

4. Term and Termination

This Agreement shall commence on the effective date and shall continue for a term of _____ year(s), automatically renewing for successive equivalent periods 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.

5. Limitation of Liability

In no event shall Provider be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, business interruption, loss of data, or administrative dissolution, arising out of or in connection with the Services. Provider's total liability under this Agreement shall not exceed the total amount of service fees paid by Client to Provider during the _____ months preceding the event giving rise to liability.

6. 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 laws principles.

7. Entire Agreement

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

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

PROVIDER:

Authorized Signature

Printed Name

Title

Date

CLIENT:

Authorized Signature

Printed Name

Title

Date