

JOINT VENTURE ACCOUNTING AND TAX SERVICES AGREEMENT

This Joint Venture Accounting and Tax Services Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

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

And

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

Party A and Party B are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into a Joint Venture Agreement dated _____ (the "Joint Venture") to operate under the name of _____;

WHEREAS, the Parties require professional accounting, bookkeeping, financial reporting, and tax compliance services to be performed for the Joint Venture; and

WHEREAS, the Parties desire to define their respective roles, cooperation, and responsibilities regarding the accounting and tax matters of the Joint Venture.

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

SECTION 1: SCOPE OF ACCOUNTING & BOOKKEEPING SERVICES

1.1 The Parties agree to establish and maintain a unified system of accounting for the Joint Venture in accordance with _____ standards.

1.2 The primary responsibility for maintaining the books of accounts, ledgers, and transactions of the Joint Venture shall be assigned to _____.

1.3 Financial statements, including the balance sheet, income statement, and cash flow statement, shall be prepared on a _____ basis and distributed to both Parties no later than _____ days following the end of each period.

SECTION 2: TAX COMPLIANCE & REPORTING

2.1 The designated Tax Matters Representative for the Joint Venture shall be _____.

2.2 The Tax Matters Representative shall prepare, or cause to be prepared, all local, state, federal, and national tax returns required by the Joint Venture, including but not limited to income tax, sales tax, VAT, and payroll taxes.

2.3 All tax returns shall be presented to the other Party for review at least _____ days prior to the statutory filing deadline.

SECTION 3: INFORMATION SHARING AND ACCESS

3.1 Each Party shall promptly provide all financial records, invoices, receipts, bank statements, and relevant documentation necessary to complete the accounting and tax filings.

3.2 Both Parties, along with their authorized auditors, shall have the right to inspect and audit the books, records, and tax returns of the Joint Venture during normal business hours upon providing _____ days' prior written notice.

SECTION 4: COST ALLOCATION AND FEES

4.1 The costs associated with preparing the accounting records, financial statements, and tax filings, including external accountant fees,

shall be allocated between the Parties as follows: _____.

4.2 Any penalties, interest, or additional taxes arising from errors or omissions shall be borne by the Party responsible for the error, or shared proportionately if no single Party is at fault.

SECTION 5: CONFIDENTIALITY

5.1 All financial information, tax strategies, and data exchanged under this Agreement shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of both Parties, except as required by law.

SECTION 6: TERM AND TERMINATION

6.1 This Agreement shall commence on the date first written above and shall remain in effect until the dissolution of the Joint Venture, or until terminated by mutual written consent of the Parties.

SECTION 7: GOVERNING LAW AND DISPUTE RESOLUTION

7.1 This Agreement shall be governed by, and construed in accordance with, the laws of _____.

7.2 Any dispute arising out of or in connection with this Agreement shall be resolved through negotiation. If unresolved, disputes shall be submitted to mediation in _____ before resorting to litigation.

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

For Party A:

For Party B:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____