

PROFESSIONAL SERVICES AGREEMENT

STATE AND LOCAL TAX CONSULTING

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

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

and

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

1. ENGAGEMENT AND SCOPE OF SERVICES

Client hereby engages Consultant to perform professional state and local tax (SALT) consulting services, and Consultant agrees to perform such services. The specific scope of services includes, but is not limited to, the following:

1. State and local income/franchise tax nexus evaluation and analysis.
2. Sales and use tax exposure assessment, liability quantification, and remediation.
3. State and local tax audit representation, defense, and administrative appeals.
4. Preparation and filing of Voluntary Disclosure Agreements (VDAs) with designated jurisdictions.
5. Ad-hoc technical research and advisory services regarding state and local tax implications of proposed business operations or transactions.

2. FEES, BILLING, AND PAYMENT

As compensation for the services rendered pursuant to this Agreement, Client shall pay Consultant as follows:

1. **Professional Fees:** Services shall be billed at _____.
2. **Retainer:** Client shall pay an initial retainer of _____ upon execution of this Agreement, which shall be applied against final billings.
3. **Expenses:** Client shall reimburse Consultant for all reasonable and documented out-of-pocket expenses incurred in connection with the performance of the services.
4. **Invoicing and Payment:** Invoices shall be submitted monthly by Consultant. All invoices are due and payable within _____ days of the invoice date. Late payments shall bear interest at the rate of _____% per month.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until the services are completed, unless terminated earlier as provided herein.

Either party may terminate this Agreement, with or without cause, upon _____ days' prior written notice to the other party. In the event of termination, Consultant shall be compensated for all services performed and expenses incurred up to the date of termination.

4. CLIENT COOPERATION AND INFORMATION

Client agrees to provide Consultant with timely access to all relevant financial records, tax returns, transaction details, and other

information reasonably requested by Consultant. Consultant shall be entitled to rely on the accuracy and completeness of all information provided by Client without independent verification.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of all proprietary or confidential information received from the other party in connection with this Agreement. Confidential information shall not include information that is publicly known, already in the receiving party's possession, or independently developed without reference to the disclosing party's confidential information.

6. LIMITATION OF LIABILITY

Consultant's total liability for any claims, losses, damages, or expenses arising under this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by Client to Consultant under this Agreement during the _____ months preceding the event giving rise to liability. In no event shall Consultant be liable for any consequential, indirect, incidental, or special damages.

7. INDEPENDENT CONTRACTOR

Consultant is and shall perform services as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral. No amendment or modification to this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Agreement for State and Local Tax Consulting as of the Effective Date.

CONSULTANT:

Signature

Name (Printed)

Title

Date

CLIENT:

Signature

Name (Printed)

Title

Date