

PROFESSIONAL SERVICES AGREEMENT

SALES AND USE TAX SERVICES

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

Provider: _____
Address: _____

And

Client: _____
Address: _____

Provider and Client may collectively be referred to herein as the "Parties" or individually as a "Party."

1. SCOPE OF SERVICES

Provider agrees to perform professional sales and use tax services for Client as described below:

- **Nexus Evaluation:** Review of Client's business activities, physical presence, and economic thresholds to determine sales and use tax registration requirements in various jurisdictions.
- **Taxability Research:** Analysis of Client's product and service offerings to determine applicability of sales and use tax.
- **Registration Services:** Preparation and filing of sales and use tax registration applications in determined jurisdictions.
- **Compliance & Filing:** Preparation, review, and filing of periodic sales and use tax returns based on data provided by Client.
- **Audit Representation:** Defense and representation of Client in connection with state sales and use tax audits, subject to additional authorization.
- **Other Services:**

2. CLIENT RESPONSIBILITIES

Client shall provide Provider with complete, accurate, and timely financial data, transaction histories, invoices, exemption certificates, and other records necessary for the performance of the Services. Provider shall not be responsible for any penalties, interest, or additional taxes resulting from inaccurate, incomplete, or late information provided by Client.

3. FEES AND EXPENSES

Client agrees to compensate Provider for Services rendered under this Agreement as follows:

Hourly Rate: _____ per hour, or

Fixed/Recurring Fee: _____ per _____

Retainer: _____ (due upon execution of this Agreement)

Invoices will be issued _____ and are due within _____ days of receipt. Late payments shall be subject to a monthly finance charge of _____ %.

4. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until _____, or until terminated by

either Party. Either Party may terminate this Agreement at any time, with or without cause, upon _____ days' prior written notice to the other Party. Upon termination, Client shall pay Provider for all Services performed up to the date of termination.

5. CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of all non-public information received from the other Party in connection with this Agreement. This obligation shall survive the expiration or termination of this Agreement.

6. LIMITATION OF LIABILITY

Provider's liability for any claim arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by Client to Provider under this Agreement during the _____ months preceding the event giving rise to the claim. In no event shall Provider be liable for consequential, special, indirect, or punitive damages.

7. 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 _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the Effective Date written above.

FOR PROVIDER:

FOR CLIENT:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE