

# Tax Prep & Filing Service Agreement

This agreement is entered into as of the last date signed by the parties (the "Effective Date") between #PARTY A NAME#, [whose principal place of residence is at / a #PARTY A JURISDICTION# corporation with its principal place of business at #PARTY A ADDRESS#] ("PARTY A") and #PARTY B NAME#, [whose principal place of residence is at / a #PARTY B JURISDICTION# corporation with its principal place of business at #PARTY B ADDRESS#] ("PARTY B").

(The capitalized terms used in this agreement, in addition to those above, are defined in section "DEFINITIONS".)

## 1 Acknowledgement of Terms

Each party acknowledges that they

1. have read this agreement,
2. understand the terms of this agreement,
3. have had the opportunity to consult[ and has consulted] with independent legal counsel in connection with this agreement, and
4. have signed this agreement voluntarily.

## 2 Terms of Service

### 2.1 Performance

#PARTY B# shall perform the #DELIVERABLES# in a professional and workmanlike manner.

### 2.2 Original Work and No Infringement

#PARTY B# shall ensure the Work Product is original work and does not infringe, misappropriate, or violate any Intellectual Property or other proprietary rights of any third party.

## 3 Relationship of the Parties

### 3.1 No Relationship

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

### 3.2 No Authority

Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

## 4 Service Levels

### 4.1 Applicable Levels

#PARTY B# shall perform the Services so as to meet or exceed the service levels listed in the applicable Statement of Work (the "Service Levels").

### 4.2 Errors in Services

On #PARTY A#'s notice of any errors or omissions, #PARTY B# shall provide #PARTY A# with information and adjustments in the Services for any errors or omissions in the Services.

### 4.3 Delays in Services

#PARTY B# shall use reasonable efforts to avoid and remedy in delay in the Services.

## 5 Compensation

#PARTY A# shall compensate #PARTY B# according to section "PAYMENT OF COMPENSATION" (the "Compensation").

## **6 Compensation**

### **6.1 Payment of Compensation**

#PARTY A# shall pay #PARTY B# for

1. invoiced monthly agreed upon amount for all subscription and services, in immediately available funds,
2. by the first(1st) if each month, along with,
3. any additional agreed upon subscription or services, and
4. payment must be remitted in one of the following ways: ACH, Visa, Mastercard, Discover, AMEX, or through 3rd Party Provider.

## **7 Changes to Services**

### **7.1 Change Orders**

#PARTY A# may request changes to the #DELIVERABLES# by written notice to #PARTY B#.

### **7.2 Additional Time or Expense**

If the proposed change will require a delay in delivery of the #DELIVERABLES# or would result in additional expense,

1. #PARTY B# shall submit a proposal for the requested changes, detailing any added time and expense, and
2. #PARTY A# may elect to either
  - a. withdraw its proposed change, or
  - b. require #PARTY B# to provide the #DELIVERABLES# with the proposed change, subject to the delay and additional expense.

### **7.3 Termination**

If #PARTY B# cannot, or chooses not to accept the change order, then #PARTY A# may terminate this agreement, and pay #PARTY B# any amounts it already owes under this agreement.

### **7.4 Changes Made in Writing**

If the parties agree to make changes to the #DELIVERABLES#, the parties shall make those changes in writing, signed by each party.

## **8 Confidential Information**

"Confidential Information" means all material, non-public, business-related information, written or oral, whether or not it is marked that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.

## **9 Confidentiality Obligation**

The receiving party will hold the Confidential Information in confidence.

## **10 Ownership and Return of Confidential Information**

### **10.1 Ownership**

Any Confidential Information exchanged under this agreement will remain the disclosing party's exclusive property.

### **10.2 Return**

At the end of this agreement, each party shall

1. return all Confidential Information received from the other party, and
2. destroy any copies they party made of any Confidential Information.

## **11 Return or Destruction of Confidential Information**

### **11.1 Obligation to Return or Destroy**

Subject to paragraph "ARCHIVE EXCEPTION", on the expiration or termination of this agreement, or on the disclosing party's request, the receiving party shall promptly

1. return to the disclosing party all Confidential Information provided by the disclosing party,
2. destroy all copies it made of Confidential Information, and
3. if requested by the disclosing party, deliver to the disclosing party a certificate executed by the receiving party confirming compliance with the return or destruction obligation under this section.

### **11.2 Archive Exception**

1. **Comply With Law or Policy.** The receiving party may retain an archival copy of the Confidential Information, to the extent necessary to comply with Law or archival policies.
2. **Remain Subject to Confidentiality Obligations.** The receiving party shall continue to hold any Confidential Information retained under this section in confidence, subject to all confidentiality obligations under this agreement.

## **12 Non-Confidential Information**

### **12.1 Excluded Information**

The restrictions of this agreement on the use and disclosure of Confidential Information will not apply to information that without the breach of this agreement

1. is already known to the receiving party,
2. is or becomes publicly known,
3. is or subsequently comes into the possession of the receiving party from a third party, or
4. is independently developed by the receiving party without the use of Confidential Information.

### **12.2 Burden of Proof**

The receiving party will have the burden of proof relating to all exceptions to the definition of Confidential Information.

## **13 Return of Property**

On termination or expiration of this agreement, or on #PARTY A#'s request, #PARTY B# shall return to #PARTY A# all #PARTY A# information, documents, equipment, files, and other property, including Intellectual Property, both originals and copies, in #PARTY B#'s possession or in its direct or indirect control.

## **14 #PARTY A# Data**

### **14.1 Collect and Use of Data**

#PARTY B# may collect and use technical information gathered as part of its maintenance, support, and training services, only for the purpose of improving its products and services.

### **14.2 Non-Disclosure**

#PARTY B# will not disclose this any of this information in a form that personally identifies #PARTY A# or #PARTY A#'s clients.

## **15 #PARTY B#'s Use of Data**

### **15.1 Purpose**

#PARTY B# shall use or disclose the Data only in furtherance of the Project or as required by Law.

### **15.2 Standard of Care**

#PARTY B# shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.

### 15.3 Safeguards Around Data

#PARTY B# shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including

1. maintaining adequate physical controls and password protections for any server or system on which the Data is stored,
2. ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
3. taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.

### 15.4 Personal Information

#PARTY B# will not attempt to identify any Person whose information is contained in any Data or attempt to contact those Persons.

### 15.5 Permitted Disclosure

#PARTY B# may disclose the Data only

1. to the extent necessary, and
2. to its officers, directors, employees, consultants, and representatives on a need-to-know basis.

### 15.6 Required Disclosure

If #PARTY B# is compelled by Law to disclose any Data, #PARTY B# shall notify #PARTY A# before disclosing the compelled Data.

### 15.7 Unauthorized Disclosure

1. **Report.** Within [three] days of #PARTY B# becoming aware of any unauthorized use or disclosure of the Data, #PARTY B# shall promptly report that unauthorized use or disclosure to #PARTY A#.
2. **Cooperation and Mitigation.** #PARTY B# shall cooperate with any remediation that #PARTY A#, in its discretion, determines is necessary to
  - a. address any applicable reporting requirements, and
  - b. mitigate any effects of such unauthorized use or disclosure of the Data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

### 15.8 Agents and Subcontractors

#PARTY B# shall ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions listed in this agreement.

### 15.9 No Modification of Data

#PARTY B# shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.

## 16 Data Protection

#PARTY B# shall implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of the Protected Information.

## 17 Intellectual Property

Except for rights expressly granted under this agreement,

1. nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
2. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

## **18 Inspection and Audit of Books and Records**

### **18.1 Retain Books and Records**

Each party shall keep its Books and Records (including personnel files) that relate to this agreement, and maintain them in a manner reasonably consistent with prior practices.

### **18.2 Inspection and Audit**

On reasonable notice from the other party, each party shall provide the other party, and the other party's Representatives, reasonable access to its Books and Records that relate to this agreement (and allow the other party to make photocopies, at the other party's expense), during normal business hours.

### **18.3 Corrections**

If either party's audit reveals errors or discrepancies in the other party's Books and Records, the other party shall promptly correct the error or discrepancy, including refunding any over-payments or making up any under-payments.

## **19 No Other Obligations**

Neither party has any obligation under this agreement to purchase from or provide to the other party any products or services, or to enter into any other agreement.

## **20 Non-Disparagement**

### **20.1 No Disparagement of #PARTY B#**

Subject to paragraph "EXCEPTION FOR COMPELLED TRUTHFUL STATEMENTS", #PARTY A# will not disparage or denigrate #PARTY B# or #PARTY B#'s Representatives.

### **20.2 Exception for Compelled Truthful Statements**

#PARTY A# may make truthful statements about #PARTY B# or its Representatives, if compelled by court Order, Legal Proceeding, or otherwise required by Law, without violating the non-disparagement requirements under this section.

## **21 Mutual Non-Solicitation**

### **21.1 Non-Solicitation of Employees and Customers**

During the period starting on the Effective Date and ending #NON-SOLICITATION PERIOD TERM# weeks/months/years after the termination or expiration of this agreement (the "Non-Solicitation Period"), neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity

1. induce or attempt to induce any officer, director, or employee to leave the other party, or
2. solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party.

### **21.2 Permitted Hirings and Business**

1. **Voluntary Contacts.** Each party may employ or accept the business of the other party's officers, directors, employees, customers, consultants, or patrons who contact the party on their own initiative without any direct or indirect solicitation or encouragement by the party.
2. **Former Employees.** Each party may employ any former officer, director, or employee of the other party whose employment with the other party has terminated.
3. **Former Customers.** Each party may do business with any former customer, consultant, or patron of the other party who no longer does business with the other party.

## **22 Compliance with Laws**

Each party shall

1. comply with all Laws [relating to "SUBJECT MATTER OF THE AGREEMENT"],
2. keep records evidencing its compliance,

3. on the other party's reasonable request, provide these records of compliance to the other party, and
4. notify the other party if it becomes aware of any non-compliance in connection with this section.

## 23 Export Compliance

### 23.1 No Representation by #PARTY B#

#PARTY B# makes no representation that the Service is appropriate or available for use outside of the United States.

### 23.2 #PARTY A# Status

#PARTY A# represents and that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed the import or export of goods, on the United States Treasury Department's List of Specially Designated Nationals or United States Commerce Department's Table of Deny Orders.

## 24 Dispute Resolution

1. **Arbitration.** Any dispute or controversy arising out of this agreement and "SUBJECT MATTER OF THE AGREEMENT" will be settled by arbitration in #STATE#, according to the rules of the American Arbitration Association then in effect, and by #NUMBER OF ARBITRATORS# arbitrator(s).
2. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
3. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.

## 25 Entire Agreement

This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

This agreement has been signed by the parties.

#PARTY A# Representative:

Full Name:

Title:

Date:

Signature:

#PARTY B# Representative:

Full Name: Jennifer D Procita

Title: Owner/Preparer

Date:

Signature: