

COMPANY SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into and effective as of _____ (Date) by and between **Universal VAT Services, Inc.** (“Contractor”) and _____ (“Client”) In consideration of the mutual promises, conditions and undertakings set forth herein, the parties agree as follows:

1. **Scope of Work:** Vendor agrees to perform for Client certain value added tax (VAT) and goods and services tax/harmonized tax (GST/HST) refund processing and collection services (“The Services”). In providing the Services Contractor will act on behalf of the Client in recovery of VAT incurred in certain European countries, the U.K., Canada, and other countries as appropriate. In providing the services, Contractor may require certain documents including, but not limited to Travel and Other Expense Invoices/Receipts, Letters of Authority, or Powers of Attorney, IRS form 8802, IRS form 8821 or IRS form 6166, Business Registration Certificates, Tax IDs or Chamber Of Commerce Letters, Traveler Verification Letters, Travel Expense Reports, Itineraries, Questionnaires, Claim Forms, Annual Financial Reports, etc. (“Client Documents”) reasonably necessary to perform the services. Client acknowledges that the documents are necessary to the contractor performing the Services, and agrees to cooperate with the Contractor in providing the documents. Client shall provide proof of tax payments before any claim may be filed. Contractor has the authority to submit, re-submit, and appeal all decisions. Client however, shall not be obligated to provide any documents which are determined, in its sole discretion, may not be appropriate for release to the contractor.

2. **Term:** The terms of this Agreement shall commence upon the effective date hereof and shall renew annually unless terminated by either party with a written 15 day notice. This agreement may be reviewed periodically to determine if adjustments are necessary.

3. **Compensation and Payment:** Client shall have no obligation to make any up-front payment to the Contractor under this Agreement. The Contractor shall use its best efforts to collect revenues.
 - a) **Contractor’s Compensation:** for the services shall be to retain % (Percent) of the gross revenue collected by the Contractor under this agreement (“The Compensation”). In the event the Contractor obtains original valid VAT or GST/HST invoices from the vendor/supplier, the Contractor shall receive an additional percent (10%) of the revenue related to such invoices as part of Contractor’s Compensation. The entire remaining balance of revenue collected by the Contractor under this agreement shall be paid to Client. The Contractor shall calculate Client share based upon the total revenue received less Contractor’s fees and the Contractor shall pay Client share to the client no later than 15 days following the last day of the month in which the compensation was received or collected by the Contractor.

 - b) **Checks for Client shall be payable to:** _____

4. **Expenses:** Contractor shall be solely responsible for all cost and expenses incurred in performing the Services but Contractor reserves the right to review the costs and fee structure and will notify the client by written notice of any changes. **Any Changes must be agreed to in writing by Client.**

5. **Ownership of Documents:** Client shall at all times retain ownership of the Documents provided to the Contractor in connection with this agreement. The Contractor shall shred the invoices/receipts after claim settlement unless Client specifically requests return of the invoices/receipts in writing.

6. **Audit Rights:** Upon reasonable notice (minimum notice of two business days) and during normal business hours, Client, or any of its duly authorized representatives, shall have access to and the right to audit the financial records or any other documents or records pertaining to the Services, to this Agreement, or to the methodology for calculating the compensation paid to the contractor or the Client.
7. **Insurance:** Prior to performing any work or service under this agreement, the Contractor shall secure and maintain, where appropriate, comprehensive general liability insurance covering Contractor' action **hereunder, employer's liability insurance and such other insurance coverage as Client may reasonably** require. Contractor shall also secure and maintain workers compensation insurance in accordance with all applicable statutory requirements. Upon request, Contractor shall provide certificates of proof of the insurance coverage required herein
8. **Compliance With Laws:** In performing the Services, Contractor shall comply with all applicable federal, state and local laws, regulations and orders of the United States, and any other country having jurisdiction over the activities of Contractor hereunder. The Contractor shall obtain, at its expense and as part of the price for Services, all required government licenses, permits, and approvals for the performance of the Services, except those licenses, permits, and approvals, which the parties agree will be obtained by Client.
9. **Relationship of Parties:** In assuming and performing the obligations of this Agreement, Client and Contractor are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, or employee of the other.
10. **Termination:** Either party may terminate this agreement at any time with or without cause, by giving written notice thereof to the other. Termination shall be effective fifteen (15) days after receipt of this notice. This termination shall not relieve either party of any obligation or liability accrued hereunder prior to such termination. Upon termination, Contractor shall return to Client documents if requested. Claims settled after termination shall be handled per contract.
11. **Damages:** **Notwithstanding any other provision in this Agreement for any claim or breach, Contractor's liability is limited to the forfeiture of the specific fee in relation to said claim or breach. Any claim must be made within 12 months of the alleged breach.**
12. **Miscellaneous:** Intentionally left blank.
13. **Assignment:** Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.
14. **Governing Law:** This Agreement shall be interpreted and construed in accordance with the laws of the state of Georgia without application of any principles of choice laws.
15. **Non-Waiver:** A waiver by either party of any breach of this Agreement, shall not be binding upon the waiving party unless such waiver is in writing, In the event of a written waiver, such waiver shall not affect the waiving parties rights with respect to any other or further breach
16. **Execution By Counterpart:** This Agreement may be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes to be one Agreement.



17. **Binding Agreement:** This Agreement shall be binding upon the parties and supersedes all previous agreements, both oral and written

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

UNIVERSAL VAT SERVICES, INC.
CONTRACTOR

CLIENT

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title : _____

Title: _____

Date: _____

Date: _____

SAMPLE