



CLIENT SERVICES AGREEMENT

This Client Services Agreement ("Agreement") is dated as of _____, 2013 ("Effective Date") between Neon WorkForce Technologies, Inc. d/b/a TaxBreak, an Alabama corporation, located at PO Box 8427, Gadsden, AL 35902 ("TaxBreak") and _____, a _____ corporation, located at _____ ("Client"). Client and TaxBreak are referred to herein from time to time individually as "Party" and collectively as "Parties".

- 1) **SCOPE OF ENGAGEMENT.** TaxBreak shall provide services related to the identification, calculation and initiation of certain tax credits under the Internal Revenue Code of 1986, as amended ("**Code**"), including without limitation the Work Opportunity Tax Credit ("**WOTC**"), Empowerment Zone Credits, State Credits and other such related Tax Credits as may become available ("**Services**") to Client, in compliance with the terms of this Agreement.
- 2) **TERM.** This Agreement shall be for an initial term of 1 Year from the Effective Date and shall automatically renew for successive 1 year terms unless either party provides the other with 90 day written notice of termination.
- 3) **TERMINATION.** Either party may terminate this Agreement if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least 30 days prior written notice to cure the breach before terminating this Agreement. Upon termination, Client shall be obligated to immediately pay all open invoices and all future invoices for work in process upon receipt of the invoice.
- 4) **AUTHORITY.** TaxBreak DOES NOT provide tax advice, tax filings, or CPA services. TaxBreak is not a tax preparer and, therefore, disclaims any and all responsibility for preparation of Client's federal and state tax returns. TaxBreak will not render or be required to render any service that could be interpreted as the practice of accountancy. TaxBreak does not provide or pay any sums to Client as a result of tax credits identified.
- 5) **FEES.** Client shall pay TaxBreak a fee of _10 % of tax credits calculated, for Services provided under this Agreement. Client agrees to pay TaxBreak for all fees resulting from services provided by TaxBreak for a period of 2 years after termination of Agreement. **Invoices are due net 30 days.** Payments not received within 30 days of invoice will bear interest at a rate of 1.5% per month. Fees do not include applicable taxes. All prices are in U.S. dollars. This paragraph shall survive the termination of this Agreement.
- 6) **ACCESS.** Client grants TaxBreak reasonable limited access, for the duration of the Agreement, to data necessary to perform the Services (the "**Client Data**"). All Client Data provided to TaxBreak shall be deemed Confidential Information.
- 7) **LIMITED POWER OF ATTORNEY.** Located in Attachment A. Client is required to complete and return within 30 days in order for processing to begin.
- 8) **PARTIES' RESPONSIBILITIES.** In addition to any other responsibilities set forth in this Agreement the client agrees that failure to provide payroll if not utilizing the 7- Eleven payroll platform to TaxBreak within 60 days of request allowing TaxBreak to calculate the certified credits on behalf of the client that the client will be billed \$400 per certification due to client failure to provide payroll.. Client also agrees to execute with promptness and diligence all documentation that may be reasonably required to carry out the terms of this Agreement.
- 9) **INDEMNIFICATION BY CLIENT.** Client agrees to indemnify, defend and hold harmless TaxBreak, including its directors, officers, employees and agents, from and against all losses, suits, claims, damages (consequential or otherwise), demands, causes of action, liabilities, fines, penalties, costs or expenses (including reasonable attorney's fees and other costs of defense) of whatever kind or nature, directly or indirectly arising in whole or in part out of or relating to any claims or demands that (a) the privacy rights of and confidential information relating to any Client employee or any potential employee candidate Client considers hiring have been violated, misappropriated or otherwise wrongfully used or disclosed as a result of any action taken by Client in connection with this Agreement; or (b) the Client Data and any Personally Identifiable Information provided by Client is untrue or incorrect.
- 10) **LIMITATION OF LIABILITY.** EXCLUDING DAMAGES, COSTS AND EXPENSES ARISING FROM SECTION 9, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF HOW CAUSED OR THE THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11) NOTICES. Any notice required or permitted under this Agreement will be deemed to have been given when personally delivered, deposited with a nationally recognized courier or sent by registered or certified US mail, return receipt requested, postage prepaid, to the other Party at the address set forth at the beginning of this Agreement.

12) MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Alabama.

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

Neon Worforce Technologies, Inc. dba TaxBreak _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Print Name: _____

Contact Information:

Store Number: _____

Email Address: _____

Phone Number: _____

Address: _____

