

ANNEX A

TEMPLATE STATEMENT OF WORK FOR THE PROVISION OF TAX SERVICES

This Statement of Work (“**SOW**”) is a schedule to the General Terms and Conditions (“**Agreement**”) dated [] by and between the WTS Global Member Firms and is incorporated into the Agreement by reference herein.

Unless otherwise expressly provided below, the terms and conditions of the Agreement (including all definitions) shall apply to this SOW to the exclusion of all other terms and conditions. The applicability of any of Participating Firm’s or the Leading Firm’s general or other terms and conditions is explicitly excluded.

1. Parties and Main Contacts

- 1.1. Name and address of Leading Firm:
- 1.2. Name and address of Participating Firm:
- 1.3. Name of Leading Firm’s End-Client(s):
- 1.4. Name of main contact for the Leading Firm:
- 1.5. Name of contact for the Participating Firm:

2. Term and Termination

This SOW shall commence on [] and shall continue until completion of the Services set out in this SOW unless terminated earlier in accordance with the terms of the Agreement.

3. Description of Services

- 3.1. The Services to be provided by Participating Firm to Leading Firm pursuant to this SOW will include:
[]
- 3.2. The Services provided under this SOW shall assist the Leading Firm in the delivery of its own services to its End-Client(s), [] in connection with [].
- 3.3. *[Describe the deliverables to be provided and if the Leading Firm is required by its own client contract to own the intellectual property in the deliverables, this must be included under the clause titled ‘Additional Terms’]*
- 3.3.1. Where the Leading Firm has consented to the use of a Third Party Firm by a Participating Firm to perform part of the Services, such Third Party Firm shall be restricted to providing the deliverables mentioned in Clause 3.3 above unless otherwise agreed upon with the Leading Firm and the End-Client.
- 3.4. [The Participating Firm will perform the Services and deliver the deliverables under this SOW in accordance with the following delivery schedule:

- (i) Location of Work:
- (ii) Expected start date:
- (iii) Expected date by which services and delivery are to be provided:
- (iv) []
- (v) []

4. Insurance Coverage and Limitation of Liability

4.1. Subject to Clauses 11 of the Agreement, each Party's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising, under or in connection with the Services shall be limited to the following:

4.1.1. [].

4.1.2. [].

5. Charges

5.1. As consideration for the Services provided, the Participating Firm shall charge the Leading Firm the following fees:

[Insert details of the fixed fees payable in respect of the Services performed, plus VAT and approved expenses] [OR] [The fees will be charged on an hourly rate basis in accordance with the rate card set forth below [insert rate card]. Fees charged on an hourly basis will be based upon the number and seniority of staff required, the degree of skill and responsibility involved, the resources required to complete the Services and the relevant fee rates for the appropriate personnel.]

5.2. Invoices shall be payable as follows: *[insert invoicing and payment provisions]*.

6. Additional Terms

6.1. *[Insert additional terms and conditions or variations to the Agreement where such is required to be passed through to Participating Firm from the Leading Firm's own contract with its End-Client(s), [if any]*

6.2. *[FOR EXAMPLE ONLY: If the terms of the Participating Firm's own contract with its End-Client(s) specifies an alternative intellectual property wording to that contained in Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** such that the End-Client(s) is deemed to have full ownership or needs broader rights of usage, then such terms and conditions must be included here. The wording should begin as follows: "The Parties agree that the following Special Terms of this SOW shall prevail over any conflicting terms set forth in the Agreement with respect to the Services being performed under this SOW. The agreed deviations are as follows:...."]*

- Signature page follows -

SIGNATURE BLOCK

[Company A]

[Company B]

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: