



## SR & ED CONTINGENCY AGREEMENT

BETWEEN: Custom Business Solutions (CBS)

AND: Name: \_\_\_\_\_ ("Client")  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

The Client has requested that C.B. Solutions compile scientific research and experimental development (SR &ED) tax credit filing (s) for the client's fiscal years ending: (insert Year End)

In particular C.B. Solutions will:

- a) Provide the services of an employee or agent of C.B. Solutions (the "Consultant") to assess possible SR & ED eligible projects. If applicable, The Consultant will assist the Client to prepare a basic background information report and "technical descriptions" and relevant costing to support an SR & ED tax credit claim. Specifically the consultant will:
  - i) Review background information on the nature of the Client's business;
  - ii) Obtain additional information required for the preparation of the applicable SRED tax credit form;
  - iii) Assist in identifying R&D projects;
  - iv) Assist in preparing the necessary project descriptions for the Client's SRED and ITC activities;
  - v) Identify and document those expenditures that qualify as SRED expenditures and those that qualify for an ITC claim;
  - vi) Identify personnel and prepare schedules on academic background, experience and SRED activities performed;
  - vii) Prepare a detailed SRED cost schedule;
  - viii) Prepare a claim for SRED and ITC and applicable Ontario SRED forms as required by Canada Revenue Agency (CRA)
  - ix) The Consultant will also attend review meetings with CRA as required.

The consultant agrees to make its best efforts to prepare a submission, however, C.B. Solutions or its employees/agents make no warranties in that regard.

The Client:

- a) Agrees to pay C.B. Solutions fees equal to **30%** of the amount of all federal and provincial tax credits plus interest and savings of the Client arising from, relating to or in connection with any claim submitted as a result of this agreement. This fee is payable upon receipt of invoice from C.B. Solutions and is subject to applicable taxes. Interest will be charged at a rate of 1.5% per month on all invoices over thirty days.
- b) The client agrees to forward copies of all correspondence received in regard to this submission to the Consultant in order that they may review it for any additional CRA requirements, and to track the progress of the claim.
- c) That the C. B. Solutions and consultant's role is only one of advisor or process consultant and that any decision or action taken is the Client's responsibility. To waive all claims against C. B. Solutions and it's consultant(s) for any loss or damage arising from, relating to or in connection with this agreement.

**There shall be no charge should C.B. Solutions or the consultant be unable to obtain a tax credit for the Client.**

For the Client:

For Custom Business Solutions:

\_\_\_\_\_

\_\_\_\_\_

Date

Date