

DUAL SERVICES ENGAGEMENT AGREEMENT

For Forensic Tax Accounting & Contract Paralegal Services

Effective Date: [Insert Date]

Parties:

Attorney:

[Attorney Name / Law Firm Name]

[Address]

("Attorney")

Contractor:

Apex Law Service (a Small Business Trust)

[Address]

("Contractor")

RECITALS

WHEREAS, Attorney represents a client facing tax crime charges and requires specialized forensic tax accounting services to support legal defense and investigation;

WHEREAS, Attorney also requires contract paralegal support for legal research, document preparation, and case management;

WHEREAS, Contractor possesses the expertise to provide both forensic tax accounting services and contract paralegal services as an extension of the Attorney's legal practice;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services

1.1 Forensic Tax Accounting Services:

- Review and analyze financial records, tax returns, and related documentation;
- Identify irregularities or inconsistencies in tax filings;
- Prepare detailed reports and expert analyses to support litigation or regulatory inquiries;
- Coordinate with other experts as necessary.

1.2 Contract Paralegal Services:

- Conduct legal research and compile relevant case law and regulatory materials;
- Draft and prepare legal documents, filings, and correspondence;
- Organize and manage case files and discovery materials;
- Assist in trial preparation and document management.

All services shall be performed in a manner consistent with the professional standards and ethical obligations of legal practice.

2. Attorney-Client Privilege and Confidentiality

2.1 Attorney-Client Privilege:

Contractor is engaged as an extension of the Attorney's legal practice. Accordingly, all communications, documents, and work product generated in connection with the performance of services under this Agreement—whether related to forensic tax accounting or contract paralegal services—are deemed part of the attorney-client relationship and shall be afforded the full protection of attorney-client privilege.

2.2 Confidentiality Obligations:

Contractor agrees to maintain strict confidentiality regarding all information, data, and documents provided by the Attorney or pertaining to the client's case. This obligation applies to all forms of communication (written, electronic, or verbal) and shall survive the termination of this Agreement.

2.3 Waiver of Privilege:

Any waiver of the attorney-client privilege related to communications under this Agreement shall require the express, written consent of both the Attorney and the client. No disclosure of privileged information shall occur without such consent, except as required by law after appropriate protective measures have been pursued.

3. Fees and Payment Terms

3.1 Forensic Tax Accounting Fees:

Attorney shall compensate Contractor at an hourly rate of \$[Insert Rate] or a fixed fee of \$[Insert Amount] for forensic tax accounting services, as agreed in writing. Detailed invoices will be submitted on a [monthly/bi-weekly] basis.

3.2 Contract Paralegal Services Fees:

For paralegal services, Attorney shall compensate Contractor at an hourly rate of \$[Insert Rate] or on a fee structure outlined in Exhibit A attached hereto.

3.3 Expenses:

Reasonable out-of-pocket expenses incurred in the performance of services (e.g., travel, copying) shall be reimbursed upon submission of proper documentation.

3.4 Payment Terms:

Payments are due within thirty (30) days of invoice receipt. Late payments may accrue interest at a rate of [Insert Rate]% per month.

4. Term and Termination

4.1 Term:

This Agreement shall commence on the Effective Date and continue until [Insert End Date or "completion of services"], unless terminated earlier as provided herein.

4.2 Termination for Convenience:

Either party may terminate this Agreement upon thirty (30) days' written notice.

4.3 Termination for Cause:

Either party may terminate immediately if the other party materially breaches any provision and fails to cure such breach within fifteen (15) days after written notice.

4.4 Obligations on Termination:

Upon termination, Contractor shall cease work and submit a final invoice covering all services rendered and expenses incurred up to the termination date.

5. Independent Contractor Status

5.1 Relationship:

Contractor is engaged as an independent contractor, not as an employee, partner, or agent of the Attorney. This Agreement does not create an employer-employee relationship or joint venture.

5.2 Method of Performance:

Contractor shall have full control over the means and methods of performing the services

under this Agreement, provided that the results meet the professional standards required by the Attorney.

6. Dual Engagement and Conflict Management

6.1 Dual Role Acknowledgment:

Contractor acknowledges that it is providing both forensic tax accounting and contract paralegal services as part of the Attorney's legal representation, thereby integrating its work into the attorney-client relationship.

6.2 Conflict Resolution:

In the event of any conflict between the dual roles, Contractor shall immediately notify the Attorney and take steps—including maintaining separate work files—to mitigate any conflict and ensure that privilege and confidentiality are preserved.

6.3 Professional Judgment:

Contractor shall exercise independent professional judgment in rendering its services while ensuring that all work aligns with the legal strategies and confidentiality requirements set forth by the Attorney.

7. Representations and Warranties

Each party represents and warrants that:

- It has the legal capacity and authority to enter into this Agreement;
- The execution and performance of this Agreement do not conflict with any existing obligations or laws;
- It will perform its obligations hereunder in accordance with the highest professional standards and ethical practices.

8. Indemnification and Limitation of Liability

8.1 Indemnification:

Contractor agrees to indemnify, defend, and hold harmless the Attorney and its client from any claims, losses, or damages arising out of Contractor's negligence, misconduct, or breach of this Agreement.

8.2 Limitation of Liability:

Neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement. Contractor's total liability shall not exceed the total fees paid under this Agreement.

9. Governing Law and Dispute Resolution

9.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to conflict of law principles.

9.2 Dispute Resolution:

Any dispute arising under or related to this Agreement shall first be addressed by good-faith negotiation. If unresolved, the dispute shall be submitted to binding arbitration in [Insert City/County] under the rules of the American Arbitration Association.

10. Miscellaneous

10.1 Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.

10.2 Amendments:

Any amendment or modification must be in writing and signed by both parties.

10.3 Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 Notices:

All notices required under this Agreement shall be in writing and delivered via certified mail, email, or overnight delivery to the addresses provided above.

11. Signatures

Attorney:

Name: [Insert Name]

Title: [Insert Title]

Date: _____

Contractor:

Apex Law Service (a Small Business Trust)

Name: [Insert Name]

Title: [Insert Title]

Date: _____