GLOBAL TAX COMPLIANCE AND ADVISORY AGREEMENT

This Global Tax Compliance and Advisory Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Advisor: _____, with its principal place of business at _____ (hereinafter referred to as the "Advisor"),

and

Client: _____, with its principal place of business at _____ (hereinafter referred to as the "Client").

The Advisor and the Client may collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Client desires to retain the Advisor to perform international tax advisory, planning, and compliance services as described herein;

WHEREAS, the Advisor possesses the necessary professional expertise and qualifications to perform such services and agrees to provide them under the terms and conditions set forth in this Agreement;

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

1. SCOPE OF SERVICES

A. The Advisor shall provide international tax compliance and advisory services to the Client, which may include but are not limited to:
   i. Analysis of cross-border transactions and international corporate structures;
   ii. Transfer pricing documentation, policy review, and advisory;
   iii. Preparation and filing of international tax returns, disclosures, and related compliance filings;
   iv. Coordination with local tax counsels in foreign jurisdictions as specified under Schedule A;
   v. Ongoing monitoring of international tax legislative updates relevant to the Client's operations.

B. Any additional services requested by the Client and accepted by the Advisor shall be documented in a written addendum or Statement of Work signed by both Parties.

2. FEES AND PAYMENT TERMS

A. The Client shall pay the Advisor for the services rendered under this Agreement in accordance with the fee structure set forth in Schedule B attached hereto.

B. Invoices shall be issued _____ and are due and payable within _____ days from the date of invoice.

C. Late payments shall bear interest at a rate of _____% per month, or the maximum rate permitted by law, whichever is lower.

D. The Client shall reimburse the Advisor for all reasonable out-of-pocket expenses incurred in the performance of the services, provided such expenses are pre-approved in writing.

3. CLIENT RESPONSIBILITIES

The Client shall provide the Advisor with all accurate, complete, and timely financial records, transactional data, legal agreements, and any other relevant information necessary for the performance of the services. The Advisor shall not be liable for any errors, omissions, penalties, or delays resulting from the Client's failure to provide such information in a timely or accurate manner.

4. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall remain in force until _____, unless terminated earlier in accordance with this Section.

B. Either Party may terminate this Agreement without cause upon _____ days' prior written notice to the other Party.

C. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.

5. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information, proprietary materials, tax strategies, and business details received from the other Party during the term of this Agreement. Neither Party shall disclose such information to any third party without prior written consent, except as required by applicable laws, regulations, or professional standards.

6. LIMITATION OF LIABILITY

The total liability of the Advisor for any claims, losses, damages, or expenses arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client to the Advisor during the _____-month period immediately preceding the event giving rise to liability. In no event shall either Party be liable for any indirect, consequential, special, or punitive damages.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without giving effect to conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of _____.

8. ENTIRE AGREEMENT

This Agreement, including any schedules or exhibits attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or negotiations.

IN WITNESS WHEREOF, the Parties hereto have executed this Global Tax Compliance and Advisory Agreement as of the Effective Date written above.

For Advisor:	**For Client:**
_____	_____
Signature	Signature
_____	_____
Name (Printed)	Name (Printed)
_____	_____
Title	Title
_____	_____
Date	Date