

TAX PLANNING AND ADVISORY RETAINER AGREEMENT

This Tax Planning and Advisory Retainer Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

CLIENT: _____, with a principal address of _____ (hereinafter referred to as the "Client"),

and

TAX CONSULTANT: _____, with a principal place of business of _____ (hereinafter referred to as the "Consultant").

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Consultant, and the Consultant agrees to provide professional tax planning and advisory services on a retainer basis. The scope of services shall include:

- a. Ongoing tax planning strategy and consultation.
- b. Periodic review of financial records for tax minimization opportunities.
- c. Advisory services regarding changes in tax legislation.
- d. Other tax-related consultations as mutually agreed upon in writing.

The scope of services specifically excludes tax preparation, filing, audit representation, and bookkeeping, unless otherwise agreed to in a separate written addendum to this Agreement.

2. TERM OF AGREEMENT

This Agreement shall commence on _____ and shall continue on a month-to-month basis until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' prior written notice to the other party.

3. RETAINER FEE AND PAYMENT TERMS

In consideration for the services to be performed by the Consultant, the Client agrees to pay a monthly retainer fee of \$ _____.

- a. The monthly retainer fee is due and payable on the _____ day of each calendar month.
- b. Any services requested by the Client that fall outside the defined scope of services of this Agreement will be billed at an hourly rate of \$ _____ per hour, subject to prior authorization by the Client.
- c. Late payments shall be subject to a late fee of _____% per month on any outstanding balance.

4. CLIENT RESPONSIBILITIES

The Client agrees to provide the Consultant with all necessary, accurate, and complete financial and personal information required for the performance of the services in a timely manner. The Consultant is not responsible for any consequences, including penalties or interest assessed by tax authorities, resulting from inaccurate, incomplete, or late information provided by the Client.

5. CONFIDENTIALITY

The Consultant agrees to keep all information, documents, and financial data provided by the Client strictly confidential and will not disclose any such information to third parties without the prior written consent of the Client, except as required by law.

6. LIMITATION OF LIABILITY

The Consultant's liability for any claims, damages, or losses arising out of this Agreement, whether in contract, tort, or otherwise, shall

be limited to the total amount of retainer fees paid by the Client to the Consultant under this Agreement during the _____ months immediately preceding the event giving rise to the claim.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of _____

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Tax Planning and Advisory Retainer Agreement as of the date first written above.

CLIENT:

Signature

Print Name

Title

Date

TAX CONSULTANT:

Signature

Print Name

Title

Date