CROSS-BORDER TAX CONSULTING AGREEMENT

This Cross-Border Tax Consulting Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____ (the "Effective Date"), by and between:

Advisor: _____, a corporation organized under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Advisor"),

and

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

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

RECITALS

WHEREAS, the Client requires specialized international and cross-border tax advisory services with respect to its business operations in multiple jurisdictions, including but not limited to _____; and

WHEREAS, the Advisor possesses the professional expertise, qualifications, and resources necessary to provide such international tax advisory services; and

WHEREAS, the Client desires to retain the Advisor, and the Advisor agrees to provide such services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall provide cross-border tax advisory services to the Client, which may include, but are not limited to, the following (collectively, the "Services"):

a. Analysis of international corporate structures and cross-border transactions;

b. Advice regarding double taxation treaties, withholding taxes, and permanent establishment risks;

c. Assistance with transfer pricing methodology, documentation, and compliance;

d. Tax planning and optimization strategies concerning jurisdictions including _____; and

e. Any other advisory services mutually agreed upon by the Parties in writing from time to time.

2. FEES AND PAYMENT TERMS

a. **Fees:** The Client shall pay the Advisor for the Services rendered under this Agreement at a rate of _____ per _____, or in accordance with the fee schedule attached hereto.

b. **Invoicing:** The Advisor shall invoice the Client on a _____ basis. Invoices shall be payable in _____ (Currency) within _____ days from the date of the invoice.

c. **Taxes:** All fees specified in this Agreement are exclusive of any applicable value-added tax (VAT), withholding tax, or other local taxes, which shall be the sole responsibility of the Client. If any withholding tax is required by law to be deducted, the Client shall pay such additional amounts as necessary to ensure the Advisor receives the full net amount invoiced.

3. COOPERATION AND CLIENT OBLIGATIONS

The Client shall provide the Advisor with all accurate, complete, and timely financial records, transaction details, corporate documents, and other information reasonably required by the Advisor to perform the Services. The Advisor shall not be liable for any inaccuracies, omissions, or delays in the Services resulting from the Client's failure to provide such information.

4. CONFIDENTIALITY AND DATA PROTECTION

a. **Confidentiality:** Both Parties agree to maintain strict confidentiality regarding any proprietary or confidential information received from the other Party during the term of this Agreement. This obligation survives the termination of this Agreement.

b. **Data Protection:** The Parties acknowledge that performance of the Services may involve the transfer of personal data across international borders. The Parties agree to comply with all applicable data protection regulations, including but not limited to _____.

5. 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, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Advisor under this Agreement during the _____ months preceding the event giving rise to the claim. In no event shall the Advisor be liable for any indirect, consequential, special, or punitive damages.

6. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with this Section.

b. **Termination for Convenience:** Either Party may terminate this Agreement at any time, without cause, upon _____ days' prior written notice to the other Party.

c. **Termination for Cause:** 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 of receiving written notice thereof.

7. GOVERNING LAW AND DISPUTE RESOLUTION

a. **Governing Law:** This Agreement, and all claims or causes of action arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of _____, without regard to its conflict of law principles.

b. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, validity, or termination, shall be resolved through:

(Check and complete applicable option)

_____ **Arbitration:** Final and binding arbitration in accordance with the rules of _____. The place of arbitration shall be _____. The language of the arbitration shall be _____.

_____ **Jurisdiction:** The exclusive jurisdiction of the courts of _____.

8. MISCELLANEOUS

a. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and representations.

b. **Amendments:** This Agreement may only be amended or modified in a writing signed by authorized representatives of

both Parties.

c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Cross-Border Tax Consulting Agreement as of the Effective Date first written above.

For the Advisor:

_____

Name: _____

Title: _____

Date: _____

For the Client:

_____

Name: _____

Title: _____

Date: _____