CORPORATE TAX CONSULTATION RETAINER AGREEMENT

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

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Consultant"),

and

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

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Consultant, and the Consultant agrees to provide corporate tax consultation and advisory services to the Client. The scope of services shall include, but is not limited to:

1. Ongoing corporate tax planning and strategic advisory services.
2. Review of financial statements for tax compliance purposes.
3. Assistance with federal, state, and local corporate tax return preparation and filings.
4. Representation and advisory support during corporate tax audits or inquiries.
5. Other tax-related consultations as requested by the Client and agreed upon by the Consultant.

2. RETAINER AND FEES

In consideration for the services to be performed by the Consultant, the Client agrees to pay fees structured as follows:

1. **Retainer Fee:** The Client shall pay a non-refundable monthly retainer fee of $_____, payable in advance on or before the _____ day of each calendar month.
2. **Hourly Rates:** For services exceeding the allocated monthly retainer hours of _____ hours, the Client shall be billed at a rate of $_____ per hour.
3. **Additional Expenses:** The Client shall reimburse the Consultant for all reasonable, pre-approved out-of-pocket expenses incurred in connection with performing the services.

3. TERM AND TERMINATION

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

4. CONFIDENTIALITY

The Consultant acknowledges that during the course of this engagement, they may have access to proprietary, confidential, and financial information of the Client. The Consultant agrees to keep all such information strictly confidential and shall not disclose it to any third party without the express prior written consent of the Client, except as required by law.

5. LIMITATION OF LIABILITY

The Consultant shall perform all services with professional care and diligence. In no event shall the Consultant be liable to the Client for any consequential, indirect, or punitive damages. The Consultant's maximum liability under this Agreement shall not exceed the

total fees paid by the Client to the Consultant in the _____ months preceding the event giving rise to the liability.

6. GOVERNING LAW AND JURISDICTION

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

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

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

CONSULTANT:	**CLIENT:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date