GLOBAL TAX ADVISORY ENGAGEMENT LETTER

Date: _____

To:

_____

_____

_____

This engagement letter (the "Agreement") confirms the terms and conditions under which _____ ("Advisor") will provide international tax advisory services to _____ ("Client").

1. SCOPE OF SERVICES

Advisor will provide international tax advisory services as mutually agreed upon, which may include but are not limited to:

1. Analysis of cross-border transactions and treaty applications between _____ and _____.
2. Review of transfer pricing documentation and methodology compliance.
3. Structuring advice regarding international corporate expansion and foreign entity classification.
4. Advising on withholding tax obligations and foreign tax credit optimization.
5. Other specific tax matters as requested by the Client in writing.

2. FEES AND BILLING

The fees for the services rendered under this Agreement shall be calculated as follows:

- Hourly professional rates of _____ per hour.
- A fixed retainer fee of _____ payable upon execution of this Agreement.
- Out-of-pocket expenses directly incurred in connection with this engagement will be billed at cost.

Invoices are payable within _____ days of receipt.

3. CLIENT RESPONSIBILITIES

The Client agrees to provide complete, accurate, and timely information, documentation, and records necessary for the performance of the services. Advisor is entitled to rely on the accuracy and completeness of all information provided by the Client without independent verification.

4. LIMITATION OF LIABILITY

Except in cases of willful misconduct or gross negligence, Advisor's total liability for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client to Advisor under this Agreement. In no event shall either party be liable for any consequential, indirect, or punitive damages.

5. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary or non-public information received from the other party during the course of this engagement and to use such information solely for the purposes of performing the services under this Agreement.

6. TERM AND TERMINATION

This engagement will commence on _____ and remain in effect until completed. Either party may terminate this Agreement at any time upon _____ days' written notice to the other party. Upon termination, Client shall pay Advisor for all services rendered and expenses incurred up to the effective date of termination.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any choice of law principles. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____.

Please confirm your agreement to the terms of this engagement by signing and returning the enclosed copy of this letter.

For Advisor:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

For Client:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____