INTERNATIONAL CORPORATE TAX SERVICES AGREEMENT

This International Corporate Tax Services Agreement (the "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date"), by and between:

Service Provider:

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

and

Client:

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

WHEREAS, the Client desires to retain the Advisor to perform professional international tax advisory and compliance services, and the Advisor agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall provide international corporate tax advisory services to the Client as described below:

1. Analysis of cross-border transactions and treaty eligibility between _____ and _____.
2. Transfer pricing documentation, benchmarking studies, and compliance review.
3. Permanent establishment risk assessment and international corporate restructuring advice.
4. Preparation or review of international tax returns, disclosures, and related filings.
5. Other tax services as mutually agreed upon in writing through subsequent Addenda to this Agreement.

2. FEES AND PAYMENT TERMS

1. **Fees:** The Client shall pay the Advisor for services rendered under this Agreement at an hourly rate of _____ or a fixed project fee of _____.
2. **Expenses:** The Client shall reimburse the Advisor for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the services.
3. **Invoicing:** The Advisor shall invoice the Client on a _____ basis. Payment is due within _____ days from the invoice date.

3. CLIENT RESPONSIBILITIES

The Client shall provide the Advisor with all complete, accurate, and timely financial records, organizational structures, agreements, and other relevant information necessary for the Advisor to perform the services. The Advisor shall not be responsible for any tax consequences, penalties, or interest resulting from inaccurate, incomplete, or delayed information provided by the Client.

4. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to hold in strict confidence all proprietary, financial, trade, or business information disclosed during the term of this Agreement. All personal data processed in connection with this Agreement shall be handled in compliance with applicable data protection laws, including _____.

5. LIMITATION OF LIABILITY

The maximum aggregate liability of the Advisor for any claim arising out of or relating to 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.

6. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with this Section.
2. Either party may terminate this Agreement without cause upon _____ days written notice to the other party.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of _____.

8. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this International Corporate Tax Services Agreement as of the Effective Date.

For the Advisor:	**For the Client:**
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____