INTERNATIONAL TAX CONSULTING SERVICES AGREEMENT

This International Tax Consulting Services Agreement (the "Agreement") is entered into as of _____, by and between:

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

and

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

The Consultant and the Client may collectively be referred to as the "Parties" or individually as a "Party."

1. SCOPE OF SERVICES

The Consultant agrees to provide international tax advisory and consulting services to the Client as specified below:

2. FEES AND EXPENSES

a. **Fees:** As consideration for the services rendered, the Client shall pay the Consultant at the rate of _____ per _____.

b. **Retainer:** The Client shall pay a non-refundable retainer fee of _____ upon execution of this Agreement.

c. **Expenses:** The Client shall reimburse the Consultant for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the services.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue until _____, unless terminated earlier by either Party giving _____ days' written notice to the other Party.

4. CONFIDENTIALITY

The Consultant shall keep confidential all non-public, proprietary, or sensitive financial and business information disclosed by the Client during the course of this engagement. This obligation shall survive the expiration or termination of this Agreement.

5. LIMITATION OF LIABILITY

The Consultant's total liability under this Agreement for any cause of action, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Consultant under this Agreement.

6. 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 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For Consultant:	**For Client:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date