INTERNATIONAL TAX ADVISORY SERVICES AGREEMENT

MULTINATIONAL CONTRACT TEMPLATE

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

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

and

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

RECITALS

WHEREAS, the Client requires specialized international tax advisory and consulting services in connection with its multinational business operations across multiple jurisdictions; and

WHEREAS, the Advisor possesses the requisite professional expertise, qualifications, and global network to provide such international tax advisory services; and

WHEREAS, the Client desires to retain the Advisor, and the Advisor agrees to perform the services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall provide international tax advisory services to the Client as described in Schedule A of this Agreement, which may include, but is not limited to:

a. Cross-border transaction structuring and tax optimization analysis.

b. Transfer pricing advisory, benchmarking studies, and documentation review.

c. Analysis of double taxation treaties, permanent establishment risks, and withholding tax obligations.

d. Assistance with multinational tax compliance, reporting standards, and global tax dispute resolution.

e. Any other specific projects agreed upon in writing by both Parties.

2. STANDARD OF PERFORMANCE

The Advisor shall perform all services under this Agreement with the professional skill, care, and diligence expected of a qualified international tax advisor. The Advisor shall comply with all applicable local and international professional standards, legal codes, and ethical regulations.

3. FEES, EXPENSES, AND PAYMENT TERMS

a. **Fees:** The Client shall pay the Advisor for services rendered in accordance with the fee schedule set forth in Schedule B. Fees are denominated in _____ unless otherwise specified.

b. **Expenses:** The Client shall reimburse the Advisor for all reasonable, pre-approved out-of-pocket expenses directly incurred in connection with the performance of the services, including travel and translation costs.

c. **Invoicing:** Invoices shall be issued _____ and are payable within _____ days from the date of the invoice.

d. **Taxes:** All fees are exclusive of value-added tax (VAT), withholding taxes, or similar levies imposed by any governmental authority, which shall be the sole responsibility of the Client.

4. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on _____ and shall continue until completed, or until terminated in accordance with this Section.

b. **Termination for Convenience:** Either Party may terminate this Agreement at any time, without cause, by providing _____ 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.

5. CONFIDENTIALITY & DATA PROTECTION

a. The Advisor shall maintain strict confidentiality with respect to all proprietary, financial, trade secret, or otherwise confidential information disclosed by the Client during the course of the engagement.

b. The Parties agree to comply with all applicable data protection and privacy laws (including, where applicable, the General Data Protection Regulation - GDPR) regarding the cross-border transfer and processing of personal data.

6. LIMITATION OF LIABILITY

The maximum aggregate 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.

7. GOVERNING LAW AND JURISDICTION

This Agreement, and any disputes arising out of or in connection with it, shall be governed by and construed in accordance with the laws of _____, without giving effect to any conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of _____.

8. MISCELLANEOUS

a. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, or agreements.

b. **Amendments:** This Agreement may only be amended or modified in 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 International Tax Advisory Services Agreement as of the date first written above.

For the Client:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

For the Advisor:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____