TRANSFER PRICING ADVISORY SERVICES AGREEMENT

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

The Consultant:	**The Client:**
_____	_____
_____	_____
_____	_____

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

1. SCOPE OF SERVICES

The Consultant agrees to provide transfer pricing advisory services as described below:

a. Conducting functional and risk analyses of the Client's intercompany transactions.

b. Performing economic analysis, database benchmarking searches, and financial evaluations.

c. Preparing transfer pricing documentation compliant with the relevant tax jurisdictions.

d. Providing ongoing advisory support regarding transfer pricing planning, risk assessment, and audit defense as mutually agreed upon.

e. Other specific services as detailed here:

_____

2. FEES AND COMPENSATION

In consideration for the services rendered, the Client shall pay the Consultant as follows:

- **Service Fee:** _____
- **Payment Terms:** _____
- **Retainer (if applicable):** _____

All out-of-pocket expenses reasonably incurred by the Consultant in performing the services shall be reimbursed by the Client, subject to prior approval.

3. CLIENT COOPERATION AND INFORMATION

The Client shall provide the Consultant with all relevant, accurate, and timely information, financial data, and access to personnel necessary for the performance of the services. The Consultant shall be entitled to rely on all information provided by the Client without independent verification.

4. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information received from the other Party in connection with this Agreement. Confidential information shall not be disclosed to third parties without the prior written consent of the disclosing Party, except as required by law, regulation, or judicial process.

5. 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. In the event of termination, the Client shall pay the Consultant for

all services rendered and expenses incurred up to the effective date of termination.

6. LIMITATION OF LIABILITY

The total liability of the Consultant for any claims, losses, damages, or expenses arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Consultant under this Agreement.

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 _____.

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

For the Consultant:	**For the Client:**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____