INTERCOMPANY TRANSFER PRICING CONSULTING SERVICES AGREEMENT

This Intercompany Transfer Pricing Consulting Services Agreement (the "Agreement") is entered into this _____ day 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

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

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

RECITALS

WHEREAS, the Client desires to retain the Consultant to perform transfer pricing consulting services with respect to intercompany transactions among the Client and its affiliated entities; and

WHEREAS, the Consultant possesses the necessary professional expertise and qualifications to perform such services and is willing to provide them under the terms and conditions set forth herein;

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

1. **Scope of Services**

   The Consultant shall provide the following professional services to the Client:

   - Conducting economic, financial, and functional analyses of intercompany transactions.
   - Preparing transfer pricing documentation in accordance with _____ regulations and guidelines.
   - Performing benchmarking studies and comparable searches utilizing specialized databases.
   - Assisting with the defense of transfer pricing policies in the event of tax audits or queries by relevant tax authorities.
   - Other related transfer pricing advisory services as mutually agreed upon in writing.

2. **Fees and Payment Terms**

   For the services rendered pursuant to this Agreement, the Client shall pay the Consultant as follows:

   - **Service Fee:** _____
   - **Payment Schedule:** _____
   - All invoices submitted by the Consultant shall be paid by the Client within _____ days of receipt. Interest on overdue payments shall accrue at a rate of _____% per month.

3. **Client Cooperation and Information**

   The Client agrees to provide the Consultant with all relevant and accurate financial, operational, and organizational data required to perform the services in a timely manner. The Consultant shall not be held liable for any inaccuracies, omissions, or delays resulting from inaccurate or incomplete information provided by the Client.

4. **Confidentiality**

   Each Party shall keep confidential and not disclose to any third party, without the prior written consent of the disclosing Party, any proprietary or confidential information obtained during the course of this Agreement. This obligation shall survive the expiration or termination of this Agreement for a period of _____ years.

5. **Intellectual Property**

   All reports, analyses, methodologies, and deliverables developed by the Consultant under this Agreement shall become the property of the Client upon receipt of full payment. However, the Consultant retains ownership of its pre-existing methodologies, templates, models, and analytical tools used in the performance of the services.

6. **Limitation of Liability**

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

7. **Term and Termination**

   This Agreement shall commence on the date first written above and shall continue until completed, unless terminated earlier by either Party providing _____ days' prior written notice to the other Party. Upon termination, the Client shall compensate the Consultant for all services performed up to the effective date of termination.

8. **Governing Law and Jurisdiction**

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

9. **Entire Agreement**

   This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

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

For the Client:

_____

By: _____

Title: _____

Date: _____

For the Consultant:

_____

By: _____

Title: _____

Date: _____