ENGAGEMENT LETTER FOR TRANSFER PRICING ADVISORY SERVICES

Date: _____

To:

_____

_____

_____

Dear _____,

This letter of engagement (the "Agreement") confirms the terms upon which _____ (the "Advisor") will provide transfer pricing advisory services to _____ (the "Client") and its affiliated entities for the financial year ending _____.

1. Scope of Services

The Advisor will perform the following transfer pricing advisory services:

1. Conduct a transfer pricing analysis and review of the Client's intercompany transactions, specifically focusing on _____.
2. Prepare transfer pricing documentation in accordance with the regulations of _____.
3. Perform economic analyses and benchmarking searches using commercial databases to determine arm's length ranges for the identified transactions.
4. Provide advisory services regarding the structure and implementation of intercompany agreements and policies.

2. Responsibilities of the Client

To enable the Advisor to perform the services, the Client agrees to:

1. Provide timely, complete, and accurate financial and operational data, including consolidated financial statements, intercompany agreements, and organizational charts.
2. Make available knowledgeable managerial and financial personnel to address inquiries during the course of this engagement.
3. Promptly notify the Advisor of any material changes in the Client's business operations, corporate structure, or transaction flows.

3. Fees and Billing

The professional fees for the scope of services outlined in Section 1 are estimated to be _____ _____, excluding applicable taxes and out-of-pocket expenses.

Invoicing will be scheduled as follows:

- _____ % upon execution of this Agreement.
- _____ % upon delivery of the draft documentation.
- _____ % upon delivery of the final deliverable.

Invoices are payable within _____ days of receipt.

4. Confidentiality and Intellectual Property

Both parties agree to maintain the strict confidentiality of all proprietary or non-public information received from the other party in connection with this engagement. The Advisor retains all intellectual property rights in any methodologies, tools, and generic materials used or developed during the performance of the services.

5. Limitation of Liability

The total liability of the Advisor for any claim 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 specific engagement.

6. Governing Law

This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the laws of _____, without giving effect to any principles of conflicts of law.

7. Terms and Termination

This Agreement will terminate upon delivery of the final deliverables. Either party may terminate this engagement at any time by giving _____ days' written notice to the other party. In the event of termination, the Client shall pay the Advisor for all services performed and expenses incurred up to the date of termination.

Please confirm your agreement to these terms by signing and returning the enclosed duplicate of this letter.

Accepted and agreed to on behalf of:

For the Advisor:

_____

Signature

Name: _____

Title: _____

Date: _____

For the Client:

_____

Signature

Name: _____

Title: _____

Date: _____