TRANSFER PRICING CONSULTATION AND COMPLIANCE SERVICES AGREEMENT

This Transfer Pricing Consultation and Compliance Services Agreement (hereinafter referred to as the "Agreement") is entered into and made effective 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."

RECITALS

WHEREAS, the Client desires to retain the Consultant to provide professional transfer pricing consulting, analysis, and compliance documentation services; and

WHEREAS, the Consultant possesses the necessary expertise, qualifications, and capabilities to perform such services and agrees to perform these services 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 perform the transfer pricing and compliance services specified below:

a. Conducting functional, asset, and risk analyses (FAR Analysis) of the Client's intercompany transactions.

b. Performing economic analyses, including database benchmarking searches, to identify comparable transactions or companies.

c. Preparing transfer pricing documentation in accordance with the regulations of _____ and OECD guidelines.

d. Assisting with the preparation and review of local files, master files, and country-by-country reporting obligations, as applicable.

e. Providing ongoing advisory services regarding transfer pricing planning, policy design, and audit defense support.

2. CLIENT RESPONSIBILITIES

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

a. Provide complete, accurate, and timely access to all relevant financial records, intercompany agreements, organizational charts, and operational information.

b. Designate a primary point of contact to facilitate communications and approvals.

c. Acknowledge that the Consultant is relying on the accuracy of the information provided by the Client without independent verification.

3. FEES AND PAYMENT TERMS

a. **Service Fees:** The Client shall pay the Consultant a fee of _____ for the completion of the defined scope of work, payable as follows: _____.

b. **Hourly Rates:** Any services exceeding the defined scope of work shall be billed at an hourly rate of _____ per hour.

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.

d. **Payment Terms:** Invoices are due and payable within _____ days of the invoice date.

4. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information received from the other Party during the term of this Agreement. Neither Party shall disclose such confidential information to any third party without the prior written consent of the disclosing Party, except as required by law or tax authorities.

5. INTELLECTUAL PROPERTY AND DELIVERABLES

Upon receipt of full payment, the final transfer pricing reports, documentation, and specific deliverables prepared for the Client shall become the property of the Client. All methodologies, models, software, database systems, and proprietary templates used by the Consultant to produce the deliverables shall remain the sole property of the Consultant.

6. LIMITATION OF LIABILITY

The Consultant's total liability 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. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the effective date first written above and shall continue until the services are completed, unless terminated earlier.

b. **Termination:** Either Party may terminate this Agreement upon _____ 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 date of termination.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of _____, without regard to its conflict of law principles. Any legal actions or proceedings arising out of this Agreement shall be brought exclusively in the courts of _____.

9. ENTIRE AGREEMENT

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

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

For the Consultant:	**For the Client:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date