

JOINT VENTURE TAX AND ACCOUNTING COOPERATION AGREEMENT

This Joint Venture Tax and Accounting Cooperation Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____, by and between the following participating parties:

Party A: _____
Address: _____
Tax Identification Number / Entity Registration: _____

Party B: _____
Address: _____
Tax Identification Number / Entity Registration: _____

Party A and Party B are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into a Joint Venture Agreement dated _____ to govern their mutual business undertaking known as _____ (the "Joint Venture"); and

WHEREAS, the Parties desire to establish formal procedures and allocate responsibilities regarding the maintenance of accounting records, preparation of financial statements, and compliance with local, state, federal, and international tax filing and reporting requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: ACCOUNTING PRINCIPLES AND METHOD

1.1. **Accounting Framework.** All books of account and financial records of the Joint Venture shall be prepared and maintained in accordance with _____ (e.g., GAAP, IFRS) consistently applied.

1.2. **Accounting Method.** The Joint Venture shall utilize the _____ method of accounting for both financial reporting and tax purposes, unless otherwise agreed in writing by the Parties.

1.3. **Fiscal Year.** The fiscal year and tax year of the Joint Venture shall end on the _____ day of _____ each year.

SECTION 2: DESIGNATED TAX AND ACCOUNTING OPERATOR

2.1. **Designation.** The Parties hereby designate _____ (the "Managing Operator") to primary maintain the books, records, and accounts of the Joint Venture.

2.2. **Standard of Care.** The Managing Operator shall perform its duties under this Agreement in good faith, with the degree of care, diligence, and skill that a reasonably prudent business operator would exercise under similar circumstances.

2.3. **Fees and Reimbursement.** The Managing Operator _____ (shall / shall not) be entitled to compensation for accounting and tax administration services. If compensable, the rate or allocation shall be: _____.

SECTION 3: FINANCIAL REPORTING AND ACCESS

3.1. **Periodic Reports.** The Managing Operator shall deliver to each Party monthly financial reports, including a balance sheet, income statement, and statement of cash flows, within _____ days following the end of each calendar month.

3.2. **Inspection of Books.** Each Party, or its designated representative, shall have the right at all reasonable times during normal

business hours to inspect, audit, examine, and make copies of the books, records, vouchers, and other financial data of the Joint Venture.

SECTION 4: TAX MATTERS AND COMPLIANCE

4.1. **Partnership Representative.** For tax purposes, _____ is hereby designated as the Partnership Representative (or equivalent tax matters partner) and is authorized to represent the Joint Venture in front of tax authorities.

4.2. **Tax Return Preparation.** The Managing Operator shall prepare or cause to be prepared all required federal, state, and local income tax returns and information filings. Draft returns shall be provided to the other Party for review and approval no later than _____ days prior to the statutory filing deadline (including extensions).

4.3. **Tax Elections.** Any significant tax election affecting the Joint Venture must receive the prior written consent of both Parties.

SECTION 5: ALLOCATIONS AND CAPITAL ACCOUNTS

5.1. **Tax Allocations.** Except as otherwise required by applicable tax law, all items of income, gain, loss, deduction, and credit of the Joint Venture shall be allocated between the Parties in accordance with their respective ownership interests, namely:

Party A: _____ %

Party B: _____ %

5.2. **Capital Accounts.** Separate capital accounts shall be maintained for each Party in accordance with applicable tax regulations.

SECTION 6: AUDITS AND DISPUTES

6.1. **Tax Audits.** The Partnership Representative shall promptly notify the other Party of any tax audit, inquiry, or proceeding initiated by any taxing authority.

6.2. **Audit Expenses.** All reasonable out-of-pocket expenses incurred in connection with a tax audit or administrative proceeding shall be borne by the Joint Venture.

SECTION 7: MISCELLANEOUS

7.1. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State/Country of _____.

7.2. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Venture Tax and Accounting Cooperation Agreement as of the date first written above.

PARTY A:

By: _____

Name: _____

Title: _____

Date: _____

PARTY B:

By: _____

Name: _____

Title: _____

Date: _____