PROFESSIONAL SERVICES AGREEMENT
FOR TRANSFER PRICING CONSULTING

This Professional Services Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

CLIENT:
Name: _____
Address: _____
Represented by: _____

And

CONSULTANT:
Name: _____
Address: _____
Represented by: _____

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

RECITALS

WHEREAS, the Client desires to retain the Consultant to perform professional transfer pricing consulting services; and

WHEREAS, the Consultant represents that it possesses the requisite expertise, knowledge, and experience to perform such transfer pricing services;

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 Client with professional transfer pricing consulting services, which may include, but are not limited to, the following:

a. Preparation of Transfer Pricing Documentation (Local File, Master File, Country-by-Country Reporting, as applicable) in accordance with the regulations of _____;
b. Economic and benchmarking analyses utilizing databases to identify comparable independent transactions;
c. Review, planning, and optimization of existing transfer pricing policies and intercompany transactions;
d. Assistance in defending transfer pricing positions during tax audits, inquiries, or disputes with tax authorities;
e. Other related advisory services as mutually agreed upon in writing.

2. FEES AND PAYMENT TERMS

a. The Client shall pay the Consultant a fee of _____ (_____) for the performance of the services detailed in Section 1.
b. The fees shall be paid according to the following schedule: _____.
c. Invoices shall be paid within _____ days of receipt by the Client. All payments shall be made in _____.

3. TERM AND TERMINATION

a. This Agreement shall commence on the effective date first written above and shall continue until completed, or until

terminated by either Party in accordance with this Section.

b. Either Party may terminate this Agreement at any time, with or without cause, upon _____ days written notice to the other Party.

c. In the event of termination, the Consultant shall be compensated for all services performed up to the effective date of termination.

4. CONFIDENTIALITY

The Consultant agrees to hold all non-public information, financial data, business plans, and operational details of the Client obtained in the course of performing services in strict confidence. The Consultant shall not disclose such information to any third party without the prior written consent of the Client, except as required by law or judicial process.

5. LIMITATION OF LIABILITY

The Consultant's liability for any claims, losses, damages, or expenses arising out of or in connection with the services provided under this Agreement shall be limited to the total amount of fees paid by the Client to the Consultant under this Agreement. In no event shall either Party be liable for any indirect, special, incidental, or consequential damages.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced 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 _____.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

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

For the Client:

_____

Signature

Name: _____

Title: _____

Date: _____

For the Consultant:

_____

Signature

Name: _____

Title: _____

Date: _____