

GLOBAL TRANSFER PRICING CONSULTING SERVICES AGREEMENT

This Global Transfer Pricing Consulting Services Agreement (the "Agreement") is entered into as of _____, by and between:

Client: _____

With its principal place of business at: _____

And

Consultant: _____

With its principal place of business at: _____

Hereinafter collectively referred to as the "Parties" and individually as a "Party."

1. SCOPE OF SERVICES

The Consultant agrees to provide global transfer pricing consulting services (the "Services") as detailed below:

1. Preparation and review of transfer pricing documentation to ensure compliance with OECD guidelines and relevant local tax jurisdictions, specifically for the following tax years: _____.
2. Economic analysis and benchmarking studies utilizing comparable databases.
3. Assistance with transfer pricing risk assessments and audit defense support.
4. Advisory services regarding intercompany transaction structuring and policy design.
5. Other related services as mutually agreed upon in writing via subsequent Addenda to this Agreement.

2. FEES AND COMPENSATION

As consideration for the Services rendered, the Client shall pay the Consultant as follows:

- **Fixed Project Fee:** _____ payable in installments as specified below:

- **Hourly Rates:** For out-of-scope advisory services, billed at the following rates:
Partner/Director: _____ per hour.
Manager: _____ per hour.
Associate: _____ per hour.
- **Expenses:** Client shall reimburse Consultant for reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue until the Services are completed, unless terminated earlier. Either Party may terminate this Agreement upon _____ days written notice to the other Party. In the event of termination, Client shall pay Consultant for all Services performed and expenses incurred up to the date of termination.

4. CONFIDENTIALITY AND DATA PROTECTION

Each Party agrees to keep confidential all proprietary or non-public information received from the other Party during the course of this engagement. The Consultant shall process personal data and financial records in accordance with applicable global data

privacy regulations.

5. DELIVERABLES AND INTELLECTUAL PROPERTY

Upon receipt of full payment, all final reports, local files, and transfer pricing documentation prepared specifically for the Client under this Agreement shall become the property of the Client. The methodology, software tools, and database access rights used by the Consultant to generate the deliverables remain the sole intellectual property of the Consultant.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed 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 located in _____ .

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or drafts.

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

For the Client:

For the Consultant:

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE