

INTERCOMPANY TRANSFER PRICING ADVISORY SERVICES CONTRACT

This Intercompany Transfer Pricing Advisory Services Contract (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

Advisor:

With its principal place of business at:

and

Client:

With its principal place of business at:

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

RECITALS

WHEREAS, the Client desires to retain the Advisor to perform transfer pricing advisory and consulting services for its intercompany transactions; and

WHEREAS, the Advisor possesses the professional expertise and qualifications to perform such services and agrees to provide them under the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall perform transfer pricing advisory services (the "Services") which shall include:

- a. Analysis of the intercompany transactions between the Client and its associated enterprises.
- b. Preparation of transfer pricing documentation in accordance with the applicable regulations of _____ and OECD guidelines.
- c. Conducting economic and benchmarking analyses utilizing approved commercial databases.
- d. Providing strategic advisory support regarding the design, implementation, and defense of transfer pricing policies as mutually agreed in writing.

2. FEES AND PAYMENT

In consideration for the Services, the Client shall pay the Advisor as follows:

- a. The Client shall pay a fee of _____, payable in accordance with the following schedule:

- b. All invoices issued by the Advisor shall be paid by the Client within _____ days from the invoice date.
- c. Out-of-pocket expenses reasonably incurred by the Advisor in connection with the Services shall be reimbursed by the Client at actual cost, subject to prior written approval by the Client.

3. CLIENT RESPONSIBILITIES

To enable the Advisor to perform the Services, the Client shall:

- a. Provide timely, complete, and accurate financial data, organizational charts, intercompany agreements, and other relevant information.
- b. Make available appropriate personnel for interviews and consultations as requested by the Advisor.
- c. Acknowledge that the Advisor is relying entirely on the information provided by the Client without independent verification of its accuracy.

4. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information received from the other Party in connection with this Agreement. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law, regulation, or judicial process.

5. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and shall remain in effect until the Services are completed, unless terminated earlier as provided herein.
- b. Either Party may terminate this Agreement with or without cause by giving _____ days' prior written notice to the other Party.
- c. In the event of termination, the Client shall compensate the Advisor for all Services performed up to the effective date of termination.

6. LIMITATION OF LIABILITY

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

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to its conflict of law principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions. No amendment or modification to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

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

For the Advisor:

For the Client:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____