

JOINT ACCOUNTING AND TAX COOPERATION AGREEMENT

This Joint Accounting and Tax Cooperation Agreement (the "Agreement") is entered into and made effective as of _____, 20 (the "Effective Date"), by and between:

Party A: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____
(hereinafter referred to as "Party A"),

and

Party B: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____
(hereinafter referred to as "Party B").

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

RECITALS

WHEREAS, the Parties are joint venture partners in _____ (the "Joint Venture"), established pursuant to that certain Joint Venture Agreement dated _____, 20;

WHEREAS, the Parties wish to establish standard frameworks, operational protocols, and cooperative guidelines for the accounting, bookkeeping, financial reporting, and tax compliance affairs of the Joint Venture to ensure transparency, compliance, and accurate financial representation; and

WHEREAS, the Parties agree to cooperate in good faith to meet all regulatory accounting standards and tax filing obligations within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1: ACCOUNTING PRINCIPLES AND STANDARDS

- Accounting Standards:** All books of account, financial records, and financial statements of the Joint Venture shall be prepared and maintained in accordance with _____ (e.g., GAAP, IFRS) consistently applied.
- Fiscal Year:** The fiscal year of the Joint Venture shall begin on _____ and end on _____ of each calendar year.
- Functional Currency:** The books, records, and financial reports of the Joint Venture shall be kept and presented in _____.

SECTION 2: MAINTENANCE OF BOOKS AND RECORDS

- Location:** The primary books of accounts and records shall be kept at the principal office of the Joint Venture located at _____.
- Access and Inspection:** Each Party, along with its designated employees, agents, or external auditors, shall have the right to inspect, review, and copy any financial books, ledgers, records, or tax documents of the Joint Venture during normal business hours upon giving _____ days' prior written notice.

SECTION 3: FINANCIAL REPORTING AND TIMELINES

The Joint Venture (or the designated managing partner responsible for accounting) shall provide the following financial statements and

reports to both Parties within the specified timelines:

1. **Monthly Reports:** Unaudited monthly balance sheets, income statements, and cash flow statements, to be delivered within days following the end of each calendar month.
2. **Quarterly Reports:** Unaudited quarterly financial packages, to be delivered within days following the end of each fiscal quarter.
3. **Annual Reports:** Draft annual financial statements, to be delivered within days following the end of each fiscal year. Audited financial statements, if required by the Parties, shall be delivered within days following the end of each fiscal year.

SECTION 4: TAX MATTERS AND COMPLIANCE

1. **Designated Tax Partner:** _____ is hereby designated as the Partnership Representative or Tax Matters Partner of the Joint Venture, responsible for overseeing the preparation and filing of all tax returns.
2. **Tax Return Preparation:** The Joint Venture shall prepare and distribute drafts of all federal, state, and local tax returns, including Schedule K-1s or equivalent regional tax allocations, to each Party for review and comment no later than _____ days prior to the statutory filing deadline (including extensions).
3. **Cooperation in Audits:** The Parties agree to cooperate fully with each other and with any taxing authority in connection with any tax audit, dispute, or litigation concerning the Joint Venture. Each Party shall bear its own expenses in connection with such audit or dispute, unless otherwise agreed in writing.

SECTION 5: INFORMATION SHARING AND CONFIDENTIALITY

1. **Exchange of Information:** The Parties shall timely provide each other with all financial and tax information reasonably requested that is necessary for the preparation of their respective tax returns and financial reports.
2. **Confidentiality:** Any and all financial, tax, or business information shared between the Parties pursuant to this Agreement shall be treated as highly confidential and shall not be disclosed to any third party without prior written consent, except to professional advisors, auditors, or as required by law.

SECTION 6: ALLOCATION OF COSTS AND EXPENSES

The cost of the annual independent audit, professional tax preparation services, and any mutually agreed-upon third-party financial advisory services for the Joint Venture shall be allocated between the Parties as follows:

- Party A Share: _____ %
- Party B Share: _____ %

SECTION 7: DISPUTE RESOLUTION

In the event of any dispute, disagreement, or claim arising out of or relating to the accounting treatments, tax allocations, or financial reporting under this Agreement, the Parties shall attempt to resolve the matter amicably through senior management discussions. If unresolved within days, the dispute shall be referred to an independent, mutually acceptable certified public accountant or arbitration in accordance with the rules of _____.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to its conflict of law principles.
2. **Amendments:** This Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both Parties.
3. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding accounting and tax cooperation for the Joint Venture and supersedes all prior discussions, negotiations, or understandings.

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Accounting and Tax Cooperation Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Party A:

For Party B:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____