TRANSFER PRICING STUDY ENGAGEMENT AGREEMENT

This Transfer Pricing Study Engagement Agreement (the "Agreement") is entered into as of _____, by and between:

Consultant: _____, with its principal place of business at _____ (hereinafter referred to as the "Advisor"),

and

Client: _____, with its principal place of business at _____ (hereinafter referred to as the "Client").

1. SCOPE OF SERVICES

The Advisor agrees to provide transfer pricing consulting services to the Client, which shall consist of the following activities (the "Services"):

1. Conducting a functional and risk analysis of the intercompany transactions involving the Client and its associated enterprises.
2. Identifying and selecting the most appropriate transfer pricing method(s) in accordance with applicable tax regulations and OECD guidelines.
3. Performing economic analysis and benchmarking searches using databases to identify comparable independent companies or transactions.
4. Preparing a comprehensive Transfer Pricing Documentation Report (the "Study") supporting the arm's length nature of the analyzed transactions for the fiscal year _____.

2. CLIENT RESPONSIBILITIES

The Client shall timely provide the Advisor with all necessary financial data, organizational charts, intercompany agreements, operational descriptions, and other information reasonably requested by the Advisor to perform the Services. The Advisor shall be entitled to rely on the accuracy and completeness of all information provided by the Client without independent verification.

3. FEES AND PAYMENT TERMS

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

1. A professional fee of _____ (excluding applicable taxes).
2. The fee shall be payable in installments according to the following schedule:
    - _____% upon execution of this Agreement.
    - _____% upon delivery of the draft Study.
    - _____% upon delivery of the final Study.
3. Invoices are due and payable within _____ days from the invoice date.

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. LIMITATION OF LIABILITY

The total liability of the Advisor for any claim, loss, or damage arising out of or in connection with this Agreement, whether in contract,

tort, or otherwise, 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.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the completion of the Services, unless terminated earlier by either party upon _____ days written notice. In the event of early termination, the Advisor shall be compensated for all Services performed up to the effective date of termination.

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 laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

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

For the Advisor:

_____

Signature

Name: _____

Title: _____

Date: _____

For the Client:

_____

Signature

Name: _____

Title: _____

Date: _____