TRANSFER PRICING DOCUMENTATION SERVICES AGREEMENT

This Transfer Pricing Documentation Services Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

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

and

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

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

RECITALS

WHEREAS, Consultant provides professional tax and transfer pricing consulting services;

WHEREAS, Client desires to retain Consultant to perform transfer pricing documentation services to assist Client in complying with applicable tax regulations, and Consultant agrees to perform such services under the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

Consultant shall provide transfer pricing consulting services to the Client as described below:

1. Preparation of the transfer pricing documentation for the fiscal year ending _____.
2. Conducting economic, functional, and risk analyses of the intercompany transactions between Client and its associated enterprises located in _____.
3. Performing benchmarking searches using appropriate databases to establish arm's length ranges for the analyzed transactions.
4. Drafting the Local File and/or Master File in accordance with OECD guidelines and the local regulations of _____.

2. CLIENT COOPERATION AND INFORMATION

Client shall provide Consultant with all financial statements, intercompany agreements, organizational charts, and other relevant operational and financial data necessary to perform the services in a timely manner. Consultant shall not be responsible for any delays, errors, or omissions resulting from the Client's failure to provide complete, accurate, and timely information.

3. FEES AND PAYMENT TERMS

1. **Professional Fees:** As consideration for the services rendered under this Agreement, Client shall pay Consultant a fixed fee of _____ _____ (the "Fee").
2. **Payment Schedule:** The Fee shall be payable as follows:
   - _____% upon execution of this Agreement.
   - _____% upon delivery of the draft transfer pricing report.
   - _____% upon delivery of the final transfer pricing documentation.
3. **Expenses:** Client shall reimburse Consultant for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the services.
4. **Payment Terms:** All invoices are payable within _____ days of the invoice date.

4. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the services, unless terminated earlier in accordance with this Section.
2. **Termination for Convenience:** Either Party may terminate this Agreement at any time by providing _____ days' prior written notice to the other Party.
3. **Payment upon Termination:** In the event of termination, Client shall compensate Consultant for all services performed and expenses incurred up to the effective date of termination.

5. CONFIDENTIALITY

Each Party agrees to hold in confidence and not disclose to any third party any proprietary or confidential information received from the other Party during the course of this engagement, except as required by law or regulatory authority. This obligation shall survive the expiration or termination of this Agreement.

6. LIMITATION OF LIABILITY

The total liability of Consultant for any claim, loss, damage, or expense arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of fees actually paid by Client to Consultant under this Agreement.

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 legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of _____.

8. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, and understandings. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Transfer Pricing Documentation Services Agreement as of the Effective Date.

For Consultant:

_____

Name: _____

Title: _____

Date: _____

For Client:

_____

Name: _____

Title: _____

Date: _____