Product Specific Terms: TPGenie

These terms apply in addition to the Terms of Service when the Subscription Services include Intra Pricing Solutions' TPGenie product and associated modules. In the event of any conflict between the terms of these Product Specific Terms and the Terms of Service then these Product Specific Terms shall prevail.

Defined terms from the Terms of Service shall apply to these Product Specific Terms. In addition, the following terms shall have the following meanings:

1. Definitions

'Enabling Mechanism' means an alphanumeric code assigned by Intra Pricing Solutions to enable the Client's access to the Subscription Services.

'Report' means any transfer pricing document generated by the Subscription Services, in draft or final form, including any Country-by-Country Report in XML format.

2. TPGenie Capabilities

2.1 Subject to the subscription plan and any modules specified in the Order Form, TPGenie enables the Client to create, update, manage and store transfer pricing documentation, including Master Files, Local Files, intercompany agreements, economic analyses and benchmarking studies, and Country-by-Country Reports. TPGenie may also provide document-management and workflow functionality, compliance tracking, transfer pricing planning, risk-management and control tools, and AI-assisted features.

2.2 Certain functionality, including Country-by-Country Reporting, TP Forms, benchmarking, translation, reconciliation, legal-entity management and the creation or management of intercompany agreements, may be available only as part of a particular subscription plan or as an additional module.

2.3 Where the relevant functionality is included in the Subscription Services, TPGenie supports the direct filing of applicable CbCR XML reports with the Dutch tax authorities. Direct filing is not supported for tax authorities outside the Netherlands; for those jurisdictions, TPGenie only prepares or generates the relevant transfer pricing documentation or filing outputs. The Client is responsible for reviewing and approving each deliverable before filing, ensuring the accuracy and completeness of its contents, and providing all information, permissions and authorisations required to complete the filing.

3. Availability

3.1 Unless otherwise stated in the Order Form, the Initial Term for TPGenie is 12 months from the Effective Date. In accordance with clause 2.6 of the Terms of Service, the Agreement will automatically renew for successive Renewal Terms of 12 months unless either party gives written notice, in accordance with clause 11.15 of the Terms of Service, at least 90 days before the end of the then-current Term.

3.2 The Enabling Mechanism will permit the Client to use the Subscription Services for the current Term and will be renewed by Intra Pricing Solutions at the start of each Renewal Term without any action by the Client. On expiry or termination of the Agreement. the Subscription Services will deactivate.

4. Responsibilities

The Client is responsible for:

(a) determining the jurisdictions in scope;
(b) the accuracy and completeness of data entered into TPGenie;
(c) any adjustments made to the calculations including, but not limited to, local GAAP and local legislative differences;
(d) timely submission of filings by the applicable deadlines; and
(e) reviewing any validation messages produced by the tax authority systems and addressing them.

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