

AUDIT REPRESENTATION AND INDEMNIFICATION AGREEMENT

This Audit Representation and Indemnification Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Client: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Client"),
and

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

RECITALS

WHEREAS, the Representative has been engaged to represent, assist, or advise the Client in connection with an audit, examination, or review (the "Audit") conducted by _____ (the "Auditing Authority") for the tax or fiscal period(s) covering _____;

WHEREAS, in connection with the Audit, the Representative requires accurate, complete, and truthful information, books, records, and representations from the Client to properly perform the representation; and

WHEREAS, the Client wishes to induce the Representative to act on their behalf by providing the representations, warranties, and indemnities contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

The Client hereby represents and warrants to the Representative that:

- a. All financial records, tax returns, receipts, invoices, transaction logs, and other documents provided to the Representative are genuine, accurate, complete, and prepared in accordance with applicable laws and standards.
- b. The Client has not withheld, concealed, or misrepresented any financial transactions, accounts, assets, liabilities, or sources of income relevant to the Audit.
- c. All oral and written statements made by the Client to the Representative are true, correct, and complete to the best of the Client's knowledge.
- d. The Client is solely responsible for the correctness of their tax filings and financial statements, and acknowledges that the Representative has relied upon the information provided without independent verification, unless otherwise agreed in writing.

2. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless the Representative, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, losses, damages, fines, penalties, taxes, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of, resulting from, or in connection with:

- a. Any material misrepresentation, omission, or inaccurate information provided by the Client to the Representative.
- b. Any fraudulent, negligent, or unlawful acts or omissions committed by the Client.
- c. Any claims brought by the Auditing Authority or third parties against the Representative directly resulting from the Representative's reliance on the information, records, or instructions provided by the Client.

3. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Representative's total liability to the Client for any error, omission, breach of contract, or negligence in connection with the representation shall be limited to the total fees actually paid by the Client to the Representative for the services rendered under the engagement. In no event shall the Representative be liable for any consequential, indirect, special, punitive, or incidental damages.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether oral or written. 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 Audit Representation and Indemnification Agreement as of the date first written above.

CLIENT:

Signature

Printed Name

Title (if applicable)

Date

REPRESENTATIVE:

Signature

Printed Name

Title (if applicable)

Date