

FINANCIAL DUE DILIGENCE SERVICES AGREEMENT

This Financial Due Diligence Services Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

Client: _____

Address: _____

Represented by: _____

and

Advisor: _____

Address: _____

Represented by: _____

Each of the Client and the Advisor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Client is contemplating a potential transaction involving the acquisition of, or investment in, _____ (the "Target Company"); and

WHEREAS, the Client desires to retain the Advisor to perform financial due diligence services in connection with the Target Company, and the Advisor is willing to perform such services under the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Advisor shall perform financial due diligence services in respect of the Target Company as detailed below (the "Services"):

1. Analysis of historical financial statements and quality of earnings.
2. Review of historical revenue streams, operating margins, and working capital requirements.
3. Assessment of key financial assumptions underpinning the Target Company's financial projections.
4. Identification of potential financial risks, liabilities, or off-balance-sheet commitments.
5. Other services as mutually agreed in writing by the Parties.

2. DELIVERABLES AND REPORTING

The Advisor shall deliver to the Client a draft financial due diligence report on or before _____. The final written report (the "Final Report") shall be delivered to the Client on or before _____, or at such other time as the Parties may agree in writing.

3. COMPENSATION AND PAYMENT TERMS

1. **Professional Fees:** The Client shall pay the Advisor a fixed fee of _____ (excluding applicable taxes) for the Services. Alternatively, the Services shall be billed at hourly rates of _____.
2. **Retainer:** The Client shall pay a non-refundable retainer fee of _____ upon the

execution of this Agreement, which shall be applied against the final invoice.

3. **Expenses:** The Client shall reimburse the Advisor for all reasonable and documented out-of-pocket expenses incurred in connection with the performance of the Services, provided that any individual expense exceeding _____ shall require prior written approval from the Client.
4. **Payment Terms:** Invoices shall be submitted by the Advisor _____ and are due and payable within _____ days from the invoice date.

4. INFORMATION AND ACCESS

The Client shall facilitate, and use reasonable efforts to cause the Target Company to facilitate, access for the Advisor to the management, books, records, and electronic data rooms of the Target Company. The Advisor shall not be responsible for verifying the accuracy or completeness of any information provided by the Client or the Target Company, and may rely on such information without independent verification.

5. CONFIDENTIALITY

The Advisor shall keep strictly confidential all non-public information obtained during the performance of the Services, including but not limited to the financial records of the Target Company and the existence of the potential transaction. The Advisor shall not disclose such information to any third party without the prior written consent of the Client, except as required by law, regulation, or professional standards.

6. LIMITATION OF LIABILITY

The total liability of the Advisor, its employees, and affiliates for any claims, losses, or damages arising out of or in connection with this Agreement or the Services, whether in contract, tort, or otherwise, shall be limited to the total amount of fees paid by the Client to the Advisor under this Agreement. In no event shall either Party be liable for any indirect, consequential, special, or punitive damages.

7. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until the delivery of the Final Report, unless terminated earlier. Either Party may terminate this Agreement at any time, with or without cause, upon _____ days' prior written notice to the other Party. Upon termination, the Client shall pay the Advisor for all Services performed and expenses incurred up to the date of termination.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations, failing which the dispute shall be submitted to the exclusive jurisdiction of the courts located in _____.

9. MISCELLANEOUS

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations.
2. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument executed by both Parties.
3. **Assignment:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Financial Due Diligence Services Agreement as of the Effective Date.

CLIENT:

ADVISOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____