

AUDIT REPRESENTATION AND INDEMNITY AGREEMENT

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

Representative: _____, with a principal place of business at _____, and

Client: _____, with a primary address at _____.

1. SCOPE OF REPRESENTATION

The Client hereby retains the Representative, and the Representative agrees to represent the Client, in connection with the audit conducted by _____ (the "Auditing Authority") regarding the Client's _____ for the period(s) covering _____ (the "Audit").

2. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to the Representative that:

- a. All financial records, transactions, documents, tax returns, and information provided or to be provided by the Client to the Representative are complete, accurate, and truthful in all material respects.
- b. The Client has not withheld any material facts, accounts, or documentation that could affect the outcome of the Audit.
- c. All statements made by the Client to the Representative are, to the best of the Client's knowledge, accurate and made in good faith.

3. 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, penalties, fines, 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 claims by third parties, including government agencies or regulatory bodies, resulting from the Representative's reliance on information, documents, or records supplied by the Client.
- c. Any failure of the Client to comply with applicable laws, regulations, or filing requirements.

4. LIMITATION OF LIABILITY

The Representative shall perform the representation services with professional care and diligence. However, the Representative does not guarantee any specific outcome of the Audit. Except in cases of gross negligence or willful misconduct, the Representative's total liability to the Client for any claims arising out of this Agreement shall be limited to the total fees paid by the Client to the Representative under this Agreement.

5. FEES AND PAYMENT

The Client agrees to pay the Representative for services rendered in connection with the Audit in accordance with the following terms: _____.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the conclusion of the Audit representation,

unless terminated earlier by either party upon written notice. The provisions of Section 3 (Indemnification) and Section 4 (Limitation of Liability) shall survive any termination of this Agreement.

7. GOVERNING LAW

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.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Audit Representation and Indemnity Agreement as of the date first set forth above.

CLIENT:

REPRESENTATIVE:

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____