

INTERNAL AUDIT AND RISK ADVISORY SERVICES AGREEMENT

This Internal Audit and Risk Advisory Services Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"),
and

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

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

RECITALS

WHEREAS, the Client desires to retain the Provider to perform internal audit and risk advisory services; and

WHEREAS, the Provider possesses the requisite professional skills, personnel, and expertise to perform such services and agrees to provide them under the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

The Provider shall perform the internal audit and risk advisory services detailed in Schedule A attached hereto (the "Services"). Any modification to the scope of Services must be agreed upon in writing by both Parties through an amendment to this Agreement.

2. TERM AND TERMINATION

- Term:** This Agreement shall commence on the Effective Date and shall continue until _____, unless terminated earlier in accordance with this Section.
- Termination for Convenience:** Either Party may terminate this Agreement at any time, without cause, upon _____ days' prior written notice to the other Party.
- Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of its obligations hereunder and fails to cure such breach within _____ days of receipt of written notice detailing the breach.

3. FEES AND PAYMENT TERMS

- Fees:** In consideration for the Services rendered, the Client shall pay the Provider the fees specified in Schedule B.
- Invoicing and Payment:** The Provider shall invoice the Client on a _____ basis. All invoices shall be paid within _____ days from the invoice date.
- Expenses:** The Client shall reimburse the Provider for reasonable, documented, out-of-pocket expenses incurred in connection with the performance of the Services, provided such expenses have received prior written approval from the Client.

4. CONFIDENTIALITY

Each Party agrees to hold in confidence all non-public information, data, and materials disclosed by one Party to the other during the term of this Agreement. Confidential Information shall not include information that is or becomes publicly known through no breach of

this Agreement. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of _____ years.

5. INTELLECTUAL PROPERTY

All reports, risk frameworks, audit work papers, and other deliverables prepared by the Provider specifically for the Client under this Agreement shall become the property of the Client upon full payment of all fees due. The Provider retains all rights, title, and interest in its pre-existing methodologies, tools, templates, and know-how used in performing the Services.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the total liability of the Provider to the Client for any and all claims, losses, damages, or expenses arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client to the Provider under this Agreement during the _____-month period preceding the event giving rise to liability.

7. INDEPENDENT CONTRACTOR STATUS

The Provider is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties.

8. 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 arising under this Agreement shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT

This Agreement, including any schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

FOR THE CLIENT:

Signature

Name

Title

Date

FOR THE SERVICE PROVIDER:

Signature

Name

Title

Date