

PROFESSIONAL AUDIT REPRESENTATION AND INDEMNIFICATION CONTRACT

This Professional Audit Representation and Indemnification Contract (the "Agreement") is entered into as of _____, 20_____, by and between:

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

and

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

RECITALS

WHEREAS, the Client's financial records, tax returns, or business operations for the period(s) _____ are undergoing an audit, examination, or review by _____ (hereinafter referred to as the "Auditing Authority"); and

WHEREAS, the Client desires to retain the Representative to provide professional representation, counsel, and advocacy in connection with the aforementioned audit; and

WHEREAS, the Representative is willing to provide such representation subject to the terms, conditions, and indemnifications set forth herein;

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

1. SCOPE OF REPRESENTATION

The Representative shall provide professional services limited strictly to the audit representation concerning _____ for the tax or fiscal period(s) ending _____. The scope of services includes:

- a. Reviewing relevant books, records, and documentation provided by the Client;
- b. Communicating with the Auditing Authority on behalf of the Client;
- c. Preparing and submitting responses, defense strategies, and administrative appeals as mutually agreed;
- d. Attending conferences, hearings, or meetings with the Auditing Authority.

2. CLIENT RESPONSIBILITIES & ACCURACY OF INFORMATION

The Client agrees to provide the Representative with all requested documents, financial records, bank statements, receipts, and other information necessary for the defense of the audit in a timely, complete, and accurate manner. The Client represents and warrants that all information provided to the Representative is true, accurate, and complete to the best of the Client's knowledge. The Representative shall not be responsible for verifying the authenticity or completeness of the documentation provided by the Client.

3. COMPENSATION AND FEES

The Client agrees to compensate the Representative for professional services rendered under this Agreement as follows:

- Retainer fee of \$ _____ due upon execution of this Agreement.
- An hourly rate of \$ _____ per hour, billed in increments of _____.
- Flat fee of \$ _____ for the entire representation.

The Client shall also reimburse the Representative for all reasonable out-of-pocket expenses incurred in connection with the representation.

4. INDEMNIFICATION

The Client hereby 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, costs, and expenses (including, without limitation, reasonable attorneys' fees, court costs, penalties, interest, and fines imposed by any regulatory or taxing authority) arising out of, resulting from, or in connection with:

- a. Any material misrepresentation, omission, inaccuracy, or misleading statement contained in the financial records, tax returns, or documentation provided by the Client to the Representative or directly to the Auditing Authority;
- b. The Client's failure to provide necessary documentation or information in a timely manner;
- c. Any unlawful, fraudulent, or willful misconduct of the Client or its employees prior to, during, or after the course of the representation.

This indemnification provision shall survive the termination of this Agreement and the completion of the professional services rendered hereunder.

5. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Representative's total liability to the Client for any and all claims, losses, or damages arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of fees actually paid by the Client to the Representative under this Agreement.

6. 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 laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral. No amendment or modification to this Agreement shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Audit Representation and Indemnification Contract as of the date first written above.

CLIENT:

Signature

Printed Name

Title (if applicable)

Date

REPRESENTATIVE:

Signature

Printed Name

Title

Date