

CORPORATE AUDIT DEFENSE AND INDEMNITY CONTRACT
AGREEMENT TEMPLATE FOR AUDIT REPRESENTATION AND INDEMNITY

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

Represented Party: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Client"),

and

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

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

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Representative, and the Representative accepts such engagement, to provide audit representation, defense, and consulting services regarding the audit initiated by _____ (the "Auditing Authority") for the tax/audit period(s) covering _____.

The scope of the Representative's services shall include, but is not limited to:

- a. Reviewing all relevant books, records, and corporate tax filings for the specified period(s).
- b. Acting as the primary point of contact and liaison with the Auditing Authority.
- c. Preparing and presenting responses, arguments, and defense strategies during the audit proceedings.
- d. Representing the Client at all conferences, hearings, and administrative meetings with the Auditing Authority.

2. CLIENT RESPONSIBILITIES AND COOPERATION

The Client agrees to fully cooperate with the Representative to facilitate an effective audit defense. The Client shall:

- a. Provide complete, accurate, and truthful documentation, financial records, and invoices immediately upon request.
- b. Disclose all known accounting discrepancies, omissions, and relevant transactions to the Representative.
- c. Refrain from communicating directly with the Auditing Authority regarding the audit without the prior consent and presence of the Representative.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered by the Representative, the Client shall pay fees in accordance with the following terms:

Retainer Fee: _____ due upon execution of this Agreement.

Hourly Rate / Flat Fee: _____, payable within _____ days of receipt of invoice.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1 Indemnification by Client: The Client agrees to indemnify, defend, and hold harmless the Representative, its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, penalties, fines, interest, and expenses (including reasonable legal fees) arising out of or in connection with any false, misleading, incomplete, or inaccurate information or documentation provided by the Client to the Representative.

4.2 Indemnification by Representative: Subject to the limitations set forth in Section 4.3, the Representative agrees to indemnify

and hold harmless the Client from and against any direct losses resulting solely from the gross negligence, willful misconduct, or fraudulent acts of the Representative in the performance of services under this Agreement.

4.3 Limitation of Liability: In no event shall either Party be liable to the other for any indirect, special, incidental, punitive, or consequential damages. The Representative's maximum cumulative liability under this Agreement shall not exceed the total fees paid by the Client to the Representative under this Agreement.

5. TERM AND TERMINATION

This Agreement shall commence on the effective date and shall remain in effect until the final resolution of the specified audit, or until terminated by either Party. Either Party may terminate this Agreement upon _____ days' written notice to the other Party. Upon termination, the Client shall pay the Representative for all services performed up to the effective date of termination.

6. 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 principles. Any dispute arising under or relating to this Agreement shall be resolved through binding arbitration in _____, under the rules of the American Arbitration Association.

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, written or oral. No amendment or modification to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

CLIENT:

REPRESENTATIVE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____