

PROFESSIONAL AUDIT AND ASSURANCE SERVICES AGREEMENT

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

The Auditor: _____, with a principal place of business at _____, and

The Client: _____, with a principal place of business at _____.

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Auditor, and the Auditor agrees to perform professional audit and assurance services as described below:

1. The Auditor shall conduct an audit of the Client's financial statements for the fiscal period ending _____.
2. The audit shall be conducted in accordance with _____ auditing standards.
3. The scope of services does not include the detection of fraud or defalcations, although the Auditor will communicate any material irregularities detected during the performance of the services.
4. Additional _____ services, _____ if _____ any:

2. FEES AND EXPENSES

1. The Client agrees to pay the Auditor a professional fee of _____ for the performance of the services detailed in this Agreement.
2. Payments shall be made in accordance with the following schedule: _____.
3. The Client shall reimburse the Auditor for all reasonable out-of-pocket expenses incurred during the performance of the services, subject to prior approval.

3. CLIENT RESPONSIBILITIES

1. The Client is responsible for the preparation and fair presentation of the financial statements and for maintaining adequate internal controls.
2. The Client agrees to provide the Auditor with unrestricted access to all financial records, documentation, and personnel necessary to complete the audit on a timely basis.

4. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the services, unless terminated earlier in accordance with this Section.
2. Either party may terminate this Agreement upon _____ days written notice to the other party.
3. Upon termination, the Client shall pay the Auditor for all services performed and expenses incurred up to the date of termination.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. The Auditor shall maintain the confidentiality of all proprietary and confidential information obtained from the Client during the course of the engagement.

2. All working papers, documents, and files prepared by the Auditor in connection with the services remain the sole and exclusive property of the Auditor.

6. LIMITATION OF LIABILITY

The total liability of the Auditor for any claim, loss, or damage arising out of or in connection with this Agreement shall be limited to the amount of professional fees paid by the Client to the Auditor under this Agreement.

7. 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 hereunder shall be brought exclusively in the courts of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Audit and Assurance Services Agreement as of the Effective Date.

FOR THE AUDITOR:

Signature

Printed Name

Title

Date

FOR THE CLIENT:

Signature

Printed Name

Title

Date