

AUDIT AND ASSURANCE SERVICES ENGAGEMENT AGREEMENT

Date: _____

This Engagement Agreement (the "Agreement") is entered into by and between:

The Auditor: _____

Address: _____

and

The Client: _____

Address: _____

1. PURPOSE AND SCOPE OF AUDIT SERVICES

The Client hereby retains the Auditor to perform an independent audit of the financial statements of the Client for the fiscal period ending _____. The objective of the audit is to express an opinion on whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of the Client in accordance with _____.

2. AUDITOR'S RESPONSIBILITIES

The Auditor will conduct the audit in accordance with _____. Those standards require that the Auditor plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with professional standards.

3. MANAGEMENT'S RESPONSIBILITIES

The management of the Client acknowledges and understands that they have responsibility for:

- a. The preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework;
- b. The design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. Providing the Auditor with unrestricted access to all information, records, documentation, and personnel of the Client necessary to conduct the audit.

4. FEES AND BILLING

Fees for the audit services will be billed based on the time required by the personnel assigned to the engagement plus out-of-pocket expenses. The total estimated fee for this engagement is _____, to be billed under the following terms:

- Retainer/Deposit: _____ payable upon signing of this Agreement.
- Progress Billings: _____
- All invoices are due and payable within _____ days of presentation.

5. REPORTING AND DELIVERABLES

Upon completion of the audit, the Auditor will issue a written report containing the Auditor's opinion on the financial statements. If, during the course of the audit, the Auditor is unable to complete the audit or is unable to form an opinion, the Auditor may decline to express an opinion or decline to issue a report.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the completion of the services, unless terminated earlier by either party upon _____ days written notice. In the event of early termination, the Auditor shall be compensated for all services performed up to the date of termination.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the date first written above.

For the Client:

Authorized Signature

Print Name

Title

Date

For the Auditor:

Authorized Signature

Print Name

Title

Date