

PRE-ACQUISITION FINANCIAL DUE DILIGENCE CONSULTATION AGREEMENT

This Pre-Acquisition Financial Due Diligence Consultation Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, (the "Effective Date") by and between:

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

and

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

RECITALS

WHEREAS, the Client is considering the potential acquisition of _____ (the "Target Company"); and

WHEREAS, the Client desires to retain the Consultant to perform professional financial due diligence services in connection with the evaluation of the Target Company, and the Consultant is willing to perform such services 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 Consultant shall perform financial due diligence services as requested by the Client, which may include, but are not limited to, the following:

1. Review and analysis of historical financial statements, tax returns, and general ledgers of the Target Company.
2. Evaluation of quality of earnings (QofE), quality of assets, and working capital requirements.
3. Assessment of internal financial controls, accounting policies, and reporting systems.
4. Identification of potential financial risks, undisclosed liabilities, and historical financial trends.
5. Preparation of a written financial due diligence report summarizing key findings and observations.

2. PERFORMANCE OF SERVICES

1. The Consultant shall perform the services in a professional manner consistent with prevailing industry standards.
2. The Client shall provide, or arrange for the Target Company to provide, all financial records, documents, and information necessary for the Consultant to perform the services. The Consultant shall not be responsible for verifying the completeness or accuracy of any information provided by the Client or the Target Company.

3. FEES AND EXPENSES

1. **Consultation Fee:** The Client shall pay the Consultant a fee of _____ per hour, or a flat project fee of _____, for the performance of the services.
2. **Retainer:** Upon execution of this Agreement, the Client shall pay the Consultant a non-refundable retainer in the amount of _____, to be applied against the final billings.

3. **Expense Reimbursement:** The Client shall reimburse the Consultant for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the services.
4. **Payment Terms:** Invoices shall be submitted _____ and are due and payable within _____ days from the invoice date.

4. CONFIDENTIALITY

1. All information, financial data, and reports provided by the Client or the Target Company, as well as the work product generated by the Consultant under this Agreement, shall be kept strictly confidential.
2. The Consultant shall not disclose any confidential information to any third party without the prior written consent of the Client, except as required by law.
3. This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of _____ years.

5. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall terminate upon the completion of the services, or on _____, whichever occurs earlier.
2. Either party may terminate this Agreement at any time, with or without cause, upon _____ days' written notice to the other party.
3. In the event of termination, the Consultant shall be compensated for all services performed and expenses incurred up to the effective date of termination.

6. LIMITATION OF LIABILITY

The services provided by the Consultant are for advisory purposes only. The Consultant does not guarantee the financial success of any potential acquisition or transaction. Under no circumstances shall the Consultant's liability under this Agreement exceed the total fees paid by the Client to the Consultant for the services rendered hereunder.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. No amendment or modification to this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Acquisition Financial Due Diligence Consultation Agreement as of the Effective Date.

CLIENT:

CONSULTANT:

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date