

ENGAGEMENT AGREEMENT

Business Valuation Services

Date: _____

To:

Dear _____,

This letter confirms the terms and objectives of our engagement and the nature and limitations of the services we will provide. We are pleased to act as the independent business valuation advisors for _____.

1. SCOPE OF SERVICES

We will perform a valuation of _____ (hereinafter referred to as the "Subject Company"). The valuation will be performed as of the valuation date of _____.

The valuation is being conducted for the sole purpose of _____. The resulting report and conclusion of value may not be used for any other purpose without our prior written consent.

2. VALUATION STANDARDS

Our valuation will be conducted in accordance with the established professional standards, specifically _____. We will apply those valuation approaches and methodologies that we deem appropriate under the circumstances, which may include the Asset, Income, and/or Market approaches.

3. CLIENT RESPONSIBILITIES

To perform this valuation, we will require full access to and cooperation from management, including timely access to financial statements, tax returns, projections, and other relevant operational information. We will rely on this information as being true, accurate, and complete, without independent verification. We assume no responsibility for any errors or omissions resulting from inaccurate or incomplete information provided to us.

4. FEES AND EXPENSES

Our professional fees for this engagement are estimated to be _____, billed as follows:

A retainer of _____ is required upon the execution of this agreement. The remaining balance will be due upon _____. In addition to our fees, we will be reimbursed for any direct out-of-pocket expenses incurred during this engagement.

5. DELIVERABLE AND TIMING

Upon completion of our analysis, we will deliver a written _____ report outlining our findings. We anticipate delivering this report on or about _____, subject to timely receipt of all requested information and documents.

6. LIMITATION OF LIABILITY

Our maximum liability to the Client, or any party claiming through the Client, for any cause of action arising out of this agreement shall be limited to the total fees paid to us under this agreement. Under no circumstances shall we be liable for any consequential, special,

indirect, or incidental damages.

7. GOVERNING LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of_____.

If these terms are acceptable, please sign and return a copy of this letter along with the requested retainer payment.

Accepted by Client:

Signature

Print Name & Title

Date

Accepted by Valuation Firm:

Signature

Print Name & Title

Date