

CORPORATE VALUATION CONSULTING SERVICE AGREEMENT

This Corporate Valuation Consulting Service Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and between:

CLIENT:

Company Name: _____

Address: _____

Represented by: _____

AND

CONSULTANT:

Company Name: _____

Address: _____

Represented by: _____

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

1. ENGAGEMENT & SCOPE OF SERVICES

The Client hereby retains the Consultant, and the Consultant agrees to perform corporate valuation consulting services for the following target business entity: _____ (the "Target Company").

The scope of services (the "Services") shall include, but is not limited to:

1. Conducting a comprehensive financial and operational analysis of the Target Company.
2. Applying industry-standard valuation methodologies (including, but not limited to, Discounted Cash Flow, Comparable Companies Analysis, and Precedent Transactions).
3. Preparing a formal written valuation report (the "Valuation Report") detailing the estimated fair market value or other defined standard of value of the Target Company.
4. Presenting findings to the Client's management or board of directors as mutually agreed.

2. VALUATION PURPOSE & STANDARD OF VALUE

The Valuation Report is being prepared solely for the purpose of: _____.

The standard of value to be utilized in the valuation shall be: _____.

3. CLIENT'S DUTY TO PROVIDE INFORMATION

The Client agrees to provide the Consultant with all financial records, tax returns, business plans, and other relevant documents requested by the Consultant in a timely manner. The Client represents and warrants that all information provided to the Consultant is complete, accurate, and true to the best of the Client's knowledge.

4. COMPENSATION & PAYMENT TERMS

In consideration for the Services rendered, the Client shall pay the Consultant as follows:

1. **Professional Fee:** A total fee of _____, payable as follows:
 - Retainer payment of _____ due upon execution of this Agreement.

- Final payment of _____ due upon delivery of the draft Valuation Report.

2. **Expenses:** The Client shall reimburse the Consultant for all reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the Services.

5. CONFIDENTIALITY

The Consultant agrees to keep all non-public information obtained during the course of this engagement strictly confidential and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law, regulation, or professional standard.

6. LIMITATION OF LIABILITY

The Valuation Report and any deliverables provided under this Agreement are intended solely for the internal use of the Client for the purpose stated herein. The Consultant shall not be liable to any third party who relies upon the Valuation Report. In no event shall the Consultant's liability under this Agreement exceed the total fees paid by the Client to the Consultant.

7. TERM & TERMINATION

This Agreement shall commence on the date first written above and shall terminate upon the delivery of the final Valuation Report, unless terminated earlier by either Party upon _____ days' written notice. In the event of early termination, the Consultant shall be compensated for all Services performed up to the date of termination.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of _____, without regard to its conflict of law principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Corporate Valuation Consulting Service Agreement as of the date first written above.

CLIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

Signature: _____

Name: _____

Title: _____

Date: _____