

CONSULTING SERVICES AGREEMENT

Internal Audit and Risk Advisory Services

This Consulting Services Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Client: _____, a corporation with its principal place of business at _____ (hereinafter referred to as the "Company"),
and

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

RECITALS

WHEREAS, the Company desires to retain the Consultant to perform internal audit and risk advisory consulting services; and

WHEREAS, the Consultant possesses the professional expertise, personnel, and resources required to perform such services and agrees to provide them 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 the internal audit and risk advisory services specified in Schedule A (the "Services") attached hereto and incorporated by reference. Any changes or additions to the scope of Services must be agreed upon in writing by both parties through an executed amendment to this Agreement.

2. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue until _____, 20____, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement without cause upon giving _____ days' written notice to the other party.
- C. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receiving written notice thereof.

3. COMPENSATION AND PAYMENT

- A. **Fees:** The Company shall pay the Consultant for the Services performed in accordance with the fee schedule set forth in Schedule B.
- B. **Expenses:** The Company shall reimburse the Consultant for reasonable, pre-approved out-of-pocket business expenses incurred in connection with the performance of the Services, subject to submission of acceptable receipts.
- C. **Invoicing:** The Consultant shall invoice the Company _____. All invoices are due and payable within _____ days of receipt.

4. CONFIDENTIALITY

The Consultant acknowledges that in connection with this Agreement, it will have access to non-public, confidential, and proprietary

information of the Company ("Confidential Information"). The Consultant agrees to maintain the strict confidentiality of all Confidential Information, to use it solely for the performance of the Services, and not to disclose it to any third party without the prior written consent of the Company. This obligation shall survive the expiration or termination of this Agreement.

5. INTELLECTUAL PROPERTY

Except for the Consultant's pre-existing methodologies, templates, and tools, all reports, risk assessments, audit working papers, and other deliverables created by the Consultant specifically for the Company under this Agreement shall be the sole and exclusive property of the Company upon full payment of all fees due hereunder.

6. INDEPENDENT CONTRACTOR STATUS

The Consultant is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties. The Consultant is solely responsible for all taxes, withholdings, and insurance required by law for its personnel.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- A. **Limitation:** In no event shall either party be liable for any indirect, special, incidental, or consequential damages. The total liability of either party under this Agreement shall not exceed the total fees paid to the Consultant under this Agreement.
- B. **Indemnification:** Each party agrees to indemnify, defend, and hold harmless the other party from and against any third-party claims, liabilities, or losses arising out of the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

8. GOVERNING LAW AND JURISDICTION

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 legal action arising out of this Agreement shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT

This Agreement, including any schedules attached hereto, constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements, discussions, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Services Agreement as of the Effective Date written above.

FOR THE COMPANY:

Signature

Name: _____

Title: _____

Date: _____

FOR THE CONSULTANT:

Signature

Name: _____

Title: _____

Date: _____

SCHEDULE A

Scope of Services

1. INTERNAL AUDIT SERVICES

2. RISK ADVISORY AND ASSESSMENT SERVICES

3. DELIVERABLES AND REPORTING SCHEDULE

Deliverable Description	Target Delivery Date	Recipient

SCHEDULE B

Fee Structure and Billing Terms

1. COMPENSATION BASIS

Select applicable model and complete details:

☐ **Hourly Rate Model:**

Staff Level / Role	Hourly Rate

☐ **Fixed Fee Model:**

Total Fixed Fee: _____

Milestone Payment Schedule:

Milestone / Deliverable	Percentage / Amount

2. INVOICING INSTRUCTIONS AND ADDRESS

Invoices shall be sent electronically to the following contact:

Name/Department: _____

Email Address: _____

Billing Address: _____