

MASTER AGREEMENT

FOR AUDIT AND ASSURANCE SERVICES

This Master Agreement for Audit and Assurance Services (the "Agreement") is entered into and made effective as of _____, by and between:

The Auditor: _____

With a principal place of business at: _____

And

The Client: _____

With a principal place of business at: _____

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

1. SCOPE OF SERVICES

1. The Auditor shall perform professional audit and assurance services as detailed in specific Statements of Work, Engagement Letters, or Addenda executed under this Agreement.
2. All services shall be performed in accordance with prevailing professional standards, including but not limited to _____.
3. Any modifications to the scope of services must be agreed upon in writing by both Parties.

2. FEES, BILLING, AND PAYMENT

1. The Client shall pay the Auditor for services rendered in accordance with the rates, fees, and payment schedule set forth in the applicable Engagement Letter or Statement of Work.
2. Invoices shall be submitted by the Auditor _____ and are due and payable within _____ days from the date of the invoice.
3. Out-of-pocket expenses incurred by the Auditor in connection with the services will be reimbursed by the Client at actual cost, subject to prior approval.

3. CLIENT RESPONSIBILITIES

1. The Client is responsible for the preparation and fair presentation of the financial statements and for the design, implementation, and maintenance of internal controls relevant to the preparation of such financial statements.
2. The Client shall provide the Auditor with unrestricted access to all financial records, documentation, and personnel necessary to conduct the audit and assurance services in a timely manner.
3. The Client represents that all information provided to the Auditor is complete, accurate, and up-to-date to the best of its knowledge.

4. CONFIDENTIALITY

1. Both Parties agree to maintain the strict confidentiality of all proprietary or confidential information disclosed during the course of this engagement.
2. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law, professional regulations, or legal process.

5. TERM AND TERMINATION

1. This Agreement shall commence on the effective date and shall remain in effect until terminated by either Party.
2. Either Party may terminate this Agreement or any ongoing engagement under this Agreement by providing _____ days written notice to the other Party.
3. In the event of termination, the Client shall pay the Auditor for all services performed and expenses incurred up to the effective date of termination.

6. LIMITATION OF LIABILITY

1. The Auditor's liability for any claim arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to _____.
2. In no event shall either Party be liable for any consequential, indirect, incidental, or punitive damages.

7. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the laws of _____.
2. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through negotiation, failing which, through binding arbitration in _____.

8. MISCELLANEOUS

1. This Agreement, including any executed Engagement Letters, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.
2. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

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

For the Auditor:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Client:

Signature: _____

Name: _____

Title: _____

Date: _____