

FINANCIAL AUDIT REPRESENTATION AND INDEMNITY AGREEMENT

This Financial Audit Representation and Indemnity Agreement (the "Agreement") is entered into as of _____, 20_____, by and between:

Company: _____

Address: _____

Auditor: _____

Address: _____

RECITALS

WHEREAS, the Company has retained the Auditor to perform an independent financial audit of the Company's financial statements for the fiscal period ending _____; and

WHEREAS, as a condition to performing said audit, the Auditor requires certain representations from the management of the Company, as well as an agreement regarding indemnification as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MANAGEMENT REPRESENTATIONS

The Company, through its authorized officers, represents and warrants to the Auditor that to the best of its knowledge and belief:

- a. The financial statements and records provided to the Auditor fairly present, in all material respects, the financial position, results of operations, and cash flows of the Company in conformity with the applicable financial reporting framework.
- b. All financial records, documentation, and related data have been made available to the Auditor, and no material transactions or accounts have been omitted, withheld, or concealed.
- c. Management acknowledges its responsibility for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- d. There has been no instance of fraud, suspected fraud, or allegations of fraud involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements.

2. PROVISION OF INFORMATION

The Company agrees to provide the Auditor with unrestricted access to all persons within the entity, and to all books, records, and relevant information required to complete the audit. The Company agrees to update the Auditor regarding any material subsequent events occurring after the balance sheet date but prior to the issuance of the audit report.

3. INDEMNIFICATION

The Company agrees to indemnify, defend, and hold harmless the Auditor, its partners, directors, officers, employees, and agents from and against any and all third-party claims, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) arising out of or relating to:

- a. Any material misrepresentation, omission, or fraudulent statement made by the Company, its management, or its representatives in connection with the audit or this Agreement;
- b. Any reliance by third parties on financial statements or audit reports containing misrepresentations or omissions caused by the Company's failure to provide accurate and complete information.

4. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total aggregate liability of the Auditor to the Company for any claims, losses, or damages arising out of the performance of the audit services shall be limited to _____.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Jurisdiction of _____, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding representation and indemnity related to the audit and supersedes all prior discussions, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Financial Audit Representation and Indemnity Agreement as of the date first written above.

For the Company:

For the Auditor:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____