



Date

Name and
Address of
Contracting
Party

Dear _____

This letter confirms that Thomas W. Golden, President Tom Golden Speaks, Ltd. (Tom Golden, I, me, my) is pleased to be engaged to provide the services described below to XYZ Corporation ("you" or "XYZ").

Scope of Services

You are engaging me to provide the following services (the "Services"):

Tom Golden shall develop and present an approximately three-hour seminar (the "Seminar") on Fraud Awareness and Related Internal Controls, to XYZ personnel selected by you.

This seminar shall focus on topics such as, but not limited to:

- Fraud Overview/Statistics;
- Red Flags of Fraud;
- Fraud Awareness;
- Investigative Techniques and Tools;
- Current Trends in Fraud and Fraud Investigation;
- Internal Controls;
- Case Examples;
- Other related topics, as discussed.

Note: All XYZ-specific questions arising during the seminar will be answered by XYZ management.

Deliverables

I expect to provide you with the following deliverables:

The Seminar shall be conducted primarily via utilization of a PowerPoint presentation, an electronic copy of which shall be provided to you for copying and distribution to all participants by you, if you so choose.

Ownership and Use

I am providing these Services solely for your use and benefit and pursuant to a client relationship exclusively with you. You will have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own internal use as part of such deliverables. Should you choose to record the presentation, you may do so if you provide a complete copy of such recording to me. Such recording may not be shown or released in any way to any third party without my written permission. I may make reference to this presentation in my promotional activities.

My Responsibilities

I will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants.

Your Responsibilities

My role is advisory only. You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables. You will designate a competent member of your management to oversee the Services. I expect that you will provide accurate and complete information and reasonable assistance, and I will perform the engagement on that basis. Should you desire to apply for Continuing Professional Education credits (CPE) from licensing boards for your professional employees this will be your responsibility. I will provide evaluation forms and any other documentation necessary to assist you in this effort.

Fees and Expenses

My fee is based on the time required to complete the engagement and will be \$_____, plus reasonable out-of-pocket travel expenses. A deposit of \$_____ will be required within 30 days of the date of this letter.

Limitations on Liability

Except to the extent finally determined to have resulted from my gross negligence or intentional misconduct, my liability to pay damages for any losses incurred by you as a result of breach of contract, negligence or other tort committed by me, regardless of the theory of liability asserted, is limited to no more than two times the total amount of fees paid to me under this engagement letter. In addition, I will not be liable in any event for lost profits or any consequential, indirect, punitive, exemplary or special damages. Also, I shall have no liability to you arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

* * * * *

I am pleased to have the opportunity to provide services to XYZ Corporation. If you have any questions about the contents of this letter, please discuss them with me at (312) 286-3826. If the Services and terms outlined in this letter are acceptable, please sign one copy of this letter in the space provided and return it to the undersigned.

Very truly yours,

Thomas W. Golden
President, Tom Golden Speaks, Ltd.
P.O. Box 473
Oregon, IL 61061
Phone: 312-286-3826
Fax: 312-275-7771

ACKNOWLEDGED AND AGREED:
<u>XYZ Corporation</u>
Signature: _____
Printed name: _____
Title: _____
Date: _____