SOFTWARE & TECH

Sample Financial Due Diligence Engagement Letter

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Understanding the Financial Due Diligence Engagement Letter

When a company considers a merger, acquisition, or significant investment, the process often begins with a thorough examination of the target's financial health. This examination is known as financial due diligence. However, before any accountant or advisor begins their work, a critical document must be signed: the engagement letter. A robust **Sample Financial Due Diligence Engagement Letter**serves as the foundational agreement between the client and the advisory firm, outlining the scope, terms, and expectations of the review. Understanding the nuances of this document is essential for both parties to ensure a smooth, transparent, and legally sound engagement.

This article will explore the purpose, structure, and critical components of a financial due diligence engagement letter. We will break down the typical language used, discuss why each section matters, and provide insights into how this document protects both the client and the service provider. Whether you are a business owner preparing for a sale or an accountant entering a new client relationship, mastering this document is a step toward successful transaction advisory.

The Purpose of a Financial Due Diligence Engagement Letter

An engagement letter is far more than a simple contract. It is a communication tool that aligns expectations from the very beginning. In the context of a **Sample Financial Due Diligence Engagement Letter**, the document serves several vital functions:

- Defining Scope: It specifies exactly what procedures will be performed, such as analyzing revenue streams, verifying EBITDA adjustments, reviewing working capital, and assessing debt levels.
- Establishing Limitations: It clarifies what is not being done, such as an audit or a full tax review. This prevents scope creep and misunderstandings later.
- Setting Timelines: It outlines the expected start and end dates, interim deadlines for data requests, and the delivery date of the final report.
- Managing Fees: It details the billing structure, whether a fixed fee, hourly rate, or retainer, and includes payment terms.
- Protecting Confidentiality: It binds both parties to confidentiality, which is crucial when sensitive financial information is being shared.
- Limiting Liability: It defines the extent of the advisor's responsibility and disclaims liability for certain types of errors or omissions.

Without a well-drafted engagement letter, both the client and the advisor face significant risk. The client might expect a comprehensive audit-level assurance, while the advisor delivers a limited review. Clear documentation

prevents these costly misunderstandings.

Key Components of a Sample Financial Due Diligence Engagement Letter

A comprehensive **Sample Financial Due Diligence Engagement Letter**includes several distinct sections. Each section plays a specific role in managing the relationship and the work product.

1. Identification of Parties and Engagement Overview

The opening section clearly names the client (the party commissioning the work) and the advisory firm. It also specifies the target company being examined. For example: "This letter confirms the engagement of [Advisory Firm] by [Client] to perform financial due diligence related to the proposed acquisition of [Target Company]." This eliminates any ambiguity about who is responsible for payment and which entity is under review.

2. Scope of Services

This is arguably the most critical section. It should list the specific analyses the advisor will perform. Common items include:

- Review of historical financial statements (typically three years)
- Analysis of quality of earnings
- Evaluation of normalized EBITDA
- Assessment of working capital requirements
- Review of debt and contingent liabilities
- Examination of tax compliance and exposures
- Analysis of revenue concentration and customer retention
- Review of the management forecast and budget

The scope section must also clearly state what is *not*included. A typical disclaimer states: "Our engagement will not constitute an audit, review, or compilation in accordance with generally accepted accounting principles (GAAP). We will not express an opinion on the financial statements." This protects the advisor from expectations of audit-level assurance.

3. Deliverables and Timeline

Every **Sample Financial Due Diligence Engagement Letter**should specify the form of the final report. Will it be a detailed written document, a slide deck presentation, or an oral briefing? The timeline should be realistic and include milestones for data receipt, field work, and final delivery. For example:

- Receipt of data: within three business days of signing
- Fieldwork and analysis: two weeks
- Draft report delivered: within four weeks
- Final report and management meeting: within five weeks

Including deadlines ensures that the due diligence process supports the broader transaction timeline, which is often tight.

4. Client Responsibilities

To complete the work efficiently, the advisor needs timely access to information, personnel, and facilities. The engagement letter should require the client to:

- Provide complete and accurate financial records
- Ensure access to relevant management and staff
- Disclose all material information, including potential risks
- Respond to inquiries within a reasonable timeframe

By documenting these responsibilities, the advisor can manage expectations and avoid delays caused by incomplete information.

5. Fees and Expenses

Transparency about fees is essential for trust. This section should state the total estimated fee, the billing method (fixed or hourly), and the payment schedule. It may also cover reimbursement for out-of-pocket expenses such as travel, data room subscriptions, and third-party reports. A sample clause might read: "Our estimated fee for this engagement is $50,000, billed monthly based on progress. Any overruns exceeding 10% will require prior client approval."

6. Confidentiality and Data Security

Financial due diligence involves highly sensitive data. The engagement letter should include a confidentiality clause that protects both parties. The advisor agrees not to disclose client information, and the client agrees not to share the advisor's methodologies or proprietary frameworks. In the current environment, a clause addressing data security protocols and breach notification is also advisable.

7. Limitation of Liability and Indemnification

This section limits the advisor's exposure to claims. A typical limitation states that the advisor's liability is capped at the total fees paid for the engagement. It also excludes liability for consequential damages, such as lost profits or deal value. Indemnification provisions protect the advisor if the client provides false or misleading information. While these clauses protect the service provider, they must be reasonable under applicable law.

Practical Considerations When Drafting the Letter

Using a generic **Sample Financial Due Diligence Engagement Letter**can save time, but customization is vital. Every transaction is unique. The following points should be considered:

- Industry Specifics: A manufacturing company will have different due diligence requirements than a software-as-a-service (SaaS) business. The letter should reflect industry-specific risks, such as inventory valuation for manufacturers or customer acquisition costs for tech companies.
- Deal Structure: The type of transaction (asset purchase, stock purchase, merger) affects the focus of due diligence. For example, tax attributes are more critical in a stock purchase.
- Reliance: The engagement letter must specify who is entitled to rely on the report. Typically, only the client and specified third parties, such as lenders, can rely on the findings. Broadening reliance increases the advisor's risk.
- Use of Specialists: If the engagement requires input from tax specialists, valuation experts, or industry consultants, the letter should mention this and clarify the extra costs involved.

When drafting the letter, the tone should be professional but clear. Avoid overly legalistic jargon that may confuse the client. The goal is to create a shared understanding, not just a legally binding document.

Common Pitfalls to Avoid

Even experienced advisors can stumble with engagement letters. Some common mistakes include:

- Vague Scope: Using phrases like "review key financial data" without defining what "key" means. This invites scope creep and disputes.
- Unrealistic Timelines: Promising a full due diligence report in two days can lead to burnout and errors. Always build in a buffer.
- Ignoring Data Room Access: The letter should specify that the advisor needs full access to the virtual data room without restrictions, which is often a point of negotiation with the seller.
- Inadequate Disclaimers: Failing to state clearly that the work is not an audit can lead to liability if the client mistakenly believes the work provides audit-level assurance.

• Not Updating the Template: Using a Sample Financial Due Diligence Engagement Letter from five years ago may miss new regulatory requirements or modern data security considerations.

An Illustrative Outline of a Sample Financial Due Diligence Engagement Letter

Below is a high-level outline of what a sample letter might include. This is not a full template, but a structure to guide your own drafting:

1. Heading: Date, client name, target company, and deal code (if applicable).
2. Engagement Summary: Brief statement of the purpose and nature of the due diligence.
3. Scope of Work: Detailed list of analytical procedures to be performed, plus explicit exclusions.
4. Deliverables: Description of the final report format and content.
5. Timeline: Key milestones including data delivery, fieldwork, and final report.
6. Client Responsibilities: Obligations regarding information access and cooperation.
7. Fees and Billing: Total fee estimate, billing schedule, and expense reimbursement policy.
8. Confidentiality: Mutual agreement to protect sensitive information.
9. Limitation of Liability: Cap on damages and exclusions.
10. Indemnification: Protection for the advisor if the client provides inaccurate data.
11. Reliance: Parties who are permitted to rely on the report.
12. Termination: Conditions under which either party can end the engagement.
13. Governing Law: Jurisdiction that governs the agreement.
14. Signature Block: Lines for both parties to sign and date.

Why the Letter Matters for the Client

From the client's perspective, the engagement letter is a tool for managing risk in a high-stakes transaction. By carefully reviewing a **Sample Financial Due Diligence Engagement Letter**, the client can ensure that the advisor will focus on the areas that matter most. For instance, if the client is worried about revenue sustainability, the letter should explicitly require a review of customer churn and recurring revenue contracts.

Additionally, the fee structure allows the client to budget for the due diligence costs. Understanding the billing method helps avoid surprise invoices. Clients should also take note of the limitation of liability clause. While it is standard, it is worth discussing with legal counsel to ensure that the cap is reasonable given the size of the transaction.

Why the Letter Matters for the Advisor

For the advisor, the engagement letter is a risk management tool. Financial due diligence is often performed under intense time pressure, and the client may later claim that the advisor missed a critical issue. A well-drafted letter limits the advisor's exposure by clearly defining the scope and disclaiming broader assurance. It also ensures that the advisor gets paid promptly, as the fee terms are spelled out in writing.

Furthermore, the letter provides a framework for dealing with changes. If the scope expands, the advisor can reference the original letter to negotiate additional fees or timelines. Without this foundation, scope creep can erode profitability and increase liability.

Conclusion

A well-constructed **Sample Financial Due Diligence Engagement Letter**is an indispensable component of any transaction advisory engagement. It protects both the client and the advisor by establishing clear expectations

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