# Engagement Letter Language for Validis Data Extraction

## Introduction

To help streamline your client onboarding process and ensure transparency about your use of Validis for data extraction, we've prepared standardized language for your engagement letters.

This language clearly communicates to your clients how Validis enhances their audit experience while maintaining the highest security standards.

Below you'll find two options:

1. a plain English version that focuses on client benefits
2. a more traditional legal version that provides comprehensive coverage.

Scroll to the next page to choose the approach that best fits your firm's style and client base. Some firms prefer to use both.

**Remember:** We get financial data. Your engagement letters should reflect the efficiency and professionalism that Validis brings to your client relationships.

## Option 1: Client-Focused Language

*Use this section when you want to emphasize the benefits and efficiency gains for your clients*

### Validis Third-Party Wording (Plain English):

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| As part of our commitment to efficient and secure financial data handling, we use Validis, a specialized third-party service provider. Validis' role is to:   1. Securely extract financial data directly from your accounting system or via file upload. 2. Standardize this data into a consistent format for our analysis. 3. Provide a secure platform for transferring this information to our team.   This process significantly reduces the time and effort required from your team in preparing and sharing financial information. It also enhances the accuracy and completeness of the data we receive. Validis employs enterprise-level security measures to protect your information throughout this process. By using Validis, we can conduct a more thorough and efficient engagement while maintaining the highest standards of data security and confidentiality.  Your consent to use Validis is covered under the broader third-party service provider agreement in this engagement letter. However, you retain full control over your data, and no information is accessed or transferred without your explicit authorization. |

## Option 2: Comprehensive Legal Coverage

*Use this section when your engagement letters require more detailed third-party service provider language.*

### Generic Third-Party Wording (Legalese)

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| During the course of serving the Company's account, we will use third-party service providers and/or our wholly owned and controlled offshore affiliate ("Service Providers"). We will also provide services to the Company using certain third-party hardware, software, software services, and managed services (collectively, "Third-Party Products"). Third-party service providers include individuals who are not employed by our firm. Employees of our controlled offshore affiliate are bound by the same confidentiality agreements as those employees located in the United States of America. We may share confidential information about the Company with these Service Providers and through use of Third-Party Products to perform our engagement. We will maintain the confidentiality and security of the Company's information in accordance with the professional standards set forth by the AICPA.  Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Company's information. In addition, we will secure confidentiality agreements with all Service Providers and vendors of Third-Party Products to maintain the confidentiality of the Company's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Company's confidential information to others. Furthermore, we will remain responsible for our use of any such Service Providers and Third-Party Products.  You hereby consent to us sharing the Company's information, including confidential information, with our Service Providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of the Company's information as the confidentiality terms set forth above. Additionally, you hereby consent to the disclosure of the Company's censors of such Third-Party Products for the purpose of conducting our engagement. |