

ACCOUNTING ERROR INDEMNITY AGREEMENT

This Accounting Error Indemnity Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, (the "Effective Date") by and between:

Indemnitor: _____, located at _____
("Indemnitor"), and

Indemnitee: _____, located at _____
("Indemnitee").

RECITALS

WHEREAS, Indemnit

or has provided or is providing certain accounting, bookkeeping, tax preparation, or financial reporting services (the "Services") to Indemnitee; and

WHEREAS, the parties desire to establish the terms under which Indemnit

or shall indemnify, defend, and hold harmless Indemnitee against losses, liabilities, penalties, interest, and expenses arising out of any errors, omissions, or inaccuracies in the performance of the Services.

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. INDEMNIFICATION SCOPE

The Indemnit

or hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, penalties, fines, interest, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising directly or indirectly out of, or resulting from, any errors, inaccuracies, omissions, or discrepancies in the financial statements, tax returns, ledger entries, or other financial records prepared by the Indemnit

or.

2. LIMITATION OF LIABILITY

The total liability of the Indemnit

or under this Agreement for any single occurrence or in the aggregate shall not exceed _____ . This limitation shall not apply to cases of gross negligence, willful misconduct, or fraudulent acts committed by the Indemnit

or.

3. CLAIMS NOTIFICATION

The Indemnitee shall notify the Indemnit

or in writing within _____ days of becoming aware of any claim, error, audit, assessment, or notice by any third party or regulatory authority (including tax authorities) that may give rise to a claim for indemnification under this Agreement. Failure to provide timely notice shall not relieve the Indemnit

or of its obligations except to the extent that the Indemnit

or is materially prejudiced by such failure.

4. RIGHT TO DEFEND AND REMEDY

Upon receipt of notification of a claim, the Indemnit

or shall have the right, at its own expense, to assume the defense of such claim, audit, or action with counsel reasonably acceptable to the Indemnitee. The Indemnit

or shall also have the opportunity to correct, at its own expense, any accounting errors that are capable of being remedied.

5. TERM AND TERMINATION

This Agreement shall remain in full force and effect until the expiration of the applicable statute of limitations for any tax, regulatory, or civil claims related to the Services provided, or unless terminated sooner by written mutual agreement of both parties.

6. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF the parties hereto have executed this Accounting Error Indemnity Agreement as of the Effective Date written above.

INDEMNITOR:

INDEMNITEE:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date