

CPA PROFESSIONAL INDEMNITY AND MALPRACTICE AGREEMENT

This CPA Professional Indemnity and Malpractice Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Certified Public Accountant / Firm:

Name: _____

Address: _____

License Number: _____

Jurisdiction: _____

(hereinafter referred to as the "CPA")

and

Client:

Name: _____

Address: _____

(hereinafter referred to as the "Client")

RECITALS

WHEREAS, the CPA provides professional accounting, tax, auditing, and financial consulting services; and

WHEREAS, the Client wishes to engage the services of the CPA as set forth in a separate engagement letter or agreement; and

WHEREAS, both parties desire to define the scope of professional liability, indemnity, and malpractice protocols to manage professional risks associated with the provided 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. SCOPE OF INDEMNITY

1. The CPA shall maintain professional indemnity and malpractice liability insurance coverage at their own expense during the term of this Agreement and for a period of _____ years thereafter.
2. The CPA agrees to indemnify and hold harmless the Client, its officers, directors, and employees from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising directly out of the CPA's gross negligence, willful misconduct, or fraudulent acts in the performance of professional services under this engagement.
3. The Client agrees to indemnify and hold harmless the CPA, its partners, and employees from any claims, liabilities, or losses arising from inaccurate, incomplete, or misleading information provided by the Client or its representatives for the purpose of the CPA's performance of services.

2. LIMITATION OF LIABILITY

1. Except in cases of proven gross negligence or willful misconduct, the total liability of the CPA to the Client for any and all claims, losses, or damages arising out of the performance of services under this Agreement shall be limited to _____ or the total fees paid by the Client to the CPA for the specific services giving rise to the claim, whichever is greater.
2. In no event shall either party be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including but not limited to lost profits, lost data, or business interruption.

3. NOTICE AND DEFENSE OF CLAIMS

1. The indemnified party shall give prompt written notice to the indemnifying party of any claim, suit, or proceeding for which indemnity is sought. Such notice shall be given no later than _____ days after the indemnified party becomes aware of the claim.

2. The indemnifying party shall have the right to assume the defense of any such claim with counsel of its own choosing, subject to the approval of the indemnified party, which approval shall not be unreasonably withheld.

4. GOVERNING LAW AND JURISDICTION

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

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding professional indemnity and malpractice allocation, and supersedes all prior agreements, oral or written, relating to this subject matter.

For the CPA / Firm:

Signature

Name (Printed)

Title

Date

For the Client:

Signature

Name (Printed)

Title

Date