

FIDUCIARY INDEMNITY AGREEMENT

This Fiduciary Indemnity Agreement (the "Agreement") is entered into as of _____, by and between:

Indemnitor:

Name: _____

Address: _____

and

Indemnitee (Accountant):

Name: _____

Address: _____

RECITALS

WHEREAS, the Indemnitee provides professional accounting, financial advisory, and/or fiduciary services to the Indemnitor;

WHEREAS, in the performance of these professional services, the Indemnitee may be deemed to act as a fiduciary or assume fiduciary duties under applicable law or contract;

WHEREAS, as a condition to providing such services, the Indemnitor has agreed to indemnify and hold harmless the Indemnitee against certain liabilities arising from the performance of such fiduciary duties, subject to the terms and conditions set forth herein;

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

To the fullest extent permitted by law, the Indemnitor shall defend, indemnify, and hold harmless the Indemnitee, including its partners, directors, officers, employees, and agents, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including reasonable attorneys' fees and litigation expenses) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Indemnitee arising out of, in connection with, or in relation to the Indemnitee's performance of fiduciary duties for or on behalf of the Indemnitor.

2. LIMITATIONS AND EXCLUSIONS

Notwithstanding anything contained herein to the contrary, the Indemnitee shall not be entitled to indemnification under this Agreement if the liability, loss, or damage is judicially determined to have resulted directly from the Indemnitee's:

- a. Gross negligence;
- b. Willful misconduct, fraud, or intentional dishonesty;
- c. Knowing and material violation of law.

3. NOTIFICATION AND DEFENSE OF CLAIMS

The Indemnitee shall promptly notify the Indemnitor in writing of any claim, action, suit, or proceeding for which indemnification will be sought. The Indemnitor shall have the right, at its own expense, to assume the defense thereof with counsel reasonably acceptable to the Indemnitee. The Indemnitee shall fully cooperate with the Indemnitor in the defense of any such claim.

4. ADVANCEMENT OF EXPENSES

The Indemnitor shall pay or advance reasonable legal fees and other expenses incurred by the Indemnitee in defending any civil, criminal, administrative, or investigative action or proceeding in advance of the final disposition of such action, upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it is ultimately determined that the Indemnitee is not entitled to be indemnified by the Indemnitor as authorized by this Agreement.

5. TERM AND SURVIVAL

This Agreement shall cover services performed by the Indemnitee for the Indemnitor both prior to and after the execution date of this Agreement. The indemnification obligations of the Indemnitor under this Agreement shall survive the termination of the professional relationship between the parties indefinitely.

6. GOVERNING LAW AND JURISDICTION

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

7. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, oral or written. This Agreement may not be amended, waived, or modified except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fiduciary Indemnity Agreement as of the date first written above.

INDEMNITOR:

Signature

Print Name

Title (if applicable)

INDEMNITEE:

Signature

Print Name

Title (if applicable)