FIDUCIARY DUTY INDEMNIFICATION AGREEMENT

This Fiduciary Duty Indemnification Agreement (the "Agreement") is entered into as of____________________, 20_____, by and between:

INDEMNITOR: ____, with a principal place of business/residence at ____ (hereinafter the "Client"),

AND

INDEMNITEE: ____, Professional Accountant/CPA, with a principal place of business at ____ (hereinafter the "Accountant").

RECITALS

WHEREAS, the Client has engaged the Accountant to perform certain professional accounting, tax, advisory, or fiduciary services as detailed in the engagement letter dated ____________________; and

WHEREAS, in the performance of these services, the Accountant may be deemed to act as a fiduciary or owe fiduciary duties to the Client, the Client's beneficiaries, heirs, or associated entities; and

WHEREAS, the Client recognizes the inherent risks associated with the performance of such services and wishes to induce the Accountant to perform such services by providing indemnification against liabilities arising from the execution of their professional and fiduciary duties;

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

Subject to the exclusions set forth in Section 2, the Client shall indemnify, defend, and hold harmless the Accountant from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and disbursements) arising out of, relating to, or in connection with the Accountant's performance of fiduciary duties, professional services, or decision-making on behalf of the Client under the terms of their engagement.

2. EXCLUSIONS AND LIMITATIONS

The indemnification provided under Section 1 shall not apply to any claims, damages, or liabilities to the extent they are finally judicially determined to have resulted directly from:

a. The Accountant's gross negligence, willful misconduct, intentional fraud, or knowing violation of law.

b. A material breach of the professional ethical standards or codes of conduct governing certified public accountants in the jurisdiction of____________________.

3. ADVANCEMENT OF EXPENSES

The Client shall advance all reasonable legal fees, costs, and expenses incurred by the Accountant in connection with any threatened, pending, or completed action, suit, or proceeding arising from the Accountant's fiduciary or professional duties under this Agreement. Such advances shall be made within________ days of the Client's receipt of a written request and detailed invoices from the Accountant. The Accountant agrees to repay any advanced amounts if it is ultimately determined by a final, non-appealable judicial decision that the Accountant is not entitled to indemnification under Section 2.

4. NOTIFICATION AND DEFENSE OF CLAIMS

The Accountant shall promptly notify the Client in writing of any claim, action, or proceeding for which indemnification is sought. The Client shall have the right to assume the defense of any such claim with counsel reasonably satisfactory to the Accountant. The Accountant shall cooperate fully in the defense of any such matter at the Client's expense.

5. TERM AND SURVIVAL

The provisions of this Agreement shall survive the termination, expiration, or completion of the professional engagement between the Client and the Accountant, and shall remain in full force and effect regardless of any change in the relationship between the parties.

6. GOVERNING LAW AND JURISDICTION

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

7. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

CLIENT:	**ACCOUNTANT:**
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Title (if applicable)	Title / Credentials