

FINANCIAL RECORD ERROR INDEMNITY DEED

THIS DEED OF INDEMNITY is made on the _____ day of _____, 20

PARTIES

The Indemnifier:

Name/Entity: _____

Address: _____

Registration Number (if applicable): _____

The Indemnified Party:

Name/Entity: _____

Address: _____

Registration Number (if applicable): _____

RECITALS

- A. The Indemnifier previously prepared, maintained, or provided certain financial, accounting, or tax records for the Indemnified Party.
- B. It has been identified that certain errors, omissions, or misstatements exist within the financial records, specifically relating to:

_____ (the "Accounting Error").
- C. The parties desire to correct the Accounting Error, and the Indemnifier has agreed to indemnify and hold harmless the Indemnified Party against any and all liabilities, losses, damages, or costs arising directly or indirectly from the Accounting Error, subject to the terms set forth herein.

OPERATIVE PROVISIONS

1. Definitions & Interpretation

In this Deed, "Losses" means any and all direct liabilities, losses, damages, claims, demands, actions, proceedings, taxes, penalties, interest, costs, and expenses (including reasonable legal and professional fees) suffered or incurred by the Indemnified Party.

2. Indemnity

Subject to the terms of this Deed, the Indemnifier hereby covenants to defend, indemnify, and keep indemnified and hold harmless the Indemnified Party from and against any and all Losses arising out of, in connection with, or as a direct result of the Accounting Error, including but not limited to any adjustments, restatements, tax re-assessments, or regulatory penalties.

3. Limitation of Liability

Notwithstanding any other provision of this Deed, the maximum aggregate liability of the Indemnifier under this Deed shall be capped at _____. The Indemnified Party shall not be entitled to recover any indirect, consequential, or punitive damages.

4. Notification of Claims

The Indemnified Party shall immediately, and in any event within _____ business days, notify the Indemnifier of any claim, demand, or action that may give rise to a claim under this indemnity. The Indemnified Party shall cooperate fully with the

Indemnifier, at the Indemnifier's expense, in defending or settling any such claim

5. Term & Survival

This Deed and the indemnity contained herein shall commence on the date of execution and shall survive and continue in full force and effect until the expiration of the applicable statute of limitations, or for a period of _____ years from the date hereof, whichever is longer.

6. Governing Law & Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of _____. The parties submit to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF, this Deed has been executed and delivered as a deed on the date first written above.

Signed as a Deed by the Indemnifier:

Signed as a Deed by the Indemnified Party:

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

In the presence of:

In the presence of:

Witness Signature: _____

Witness Signature: _____

Witness Name: _____

Witness Name: _____

Witness Address: _____

Witness Address: _____