

ACCOUNTING SERVICES LIABILITY INDEMNIFICATION AGREEMENT

This Accounting Services Liability Indemnification Agreement (the "Agreement") is entered into as of _____, 20_____
(the "Effective Date"), by and between:

Indemnitior: _____, with a principal place of business at _____
(hereinafter referred to as the "Client"),

and

Indemnitee: _____, with a principal place of business at _____
(hereinafter referred to as the "Accountant").

The Client and the Accountant may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Accountant provides professional accounting, tax, auditing, and financial advisory services;

WHEREAS, the Client has engaged the Accountant to perform certain accounting services as detailed in the engagement letter or services agreement dated _____ (the "Services"); and

WHEREAS, in consideration of the Accountant performing the Services, the Client agrees to indemnify and hold harmless the Accountant from certain liabilities, claims, losses, and damages arising out of or in connection with the performance of the Services, 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 Scope.** The Client agrees to indemnify, defend, and hold harmless the Accountant, its partners, officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable legal fees, court costs, and disbursements) arising out of, resulting from, or in connection with:
 - a. Any material misrepresentation, omission, inaccuracy, or misleading information provided by the Client, its employees, or authorized representatives to the Accountant for the purpose of performing the Services;
 - b. The Client's failure to maintain proper internal financial controls, accurate books and records, or to comply with applicable tax, financial, or regulatory filings;
 - c. Third-party claims brought against the Accountant relating to the financial statements, tax returns, or reports prepared by the Accountant relying on data provided by the Client.
2. **Limitations and Exclusions.** Notwithstanding Section 1, the Accountant shall not be entitled to indemnification under this Agreement to the extent that any such liability, claim, loss, or damage is judicially determined to have resulted directly from the Accountant's:
 - a. Gross negligence;
 - b. Willful misconduct, fraud, or intentional violation of law;
 - c. Material breach of the Professional Standard of Care applicable to certified public accountants performing similar services under similar circumstances.
3. **Notice of Claim.** The Accountant shall promptly notify the Client in writing of any claim, action, suit, or proceeding for which indemnification is sought under this Agreement. Failure to provide prompt notice shall not relieve the Client of its indemnification obligations except to the extent that such failure materially prejudices the Client's ability to defend the claim.
4. **Assumption of Defense.** The Client shall have the right, at its option, to assume and control the defense of any such claim or action with counsel reasonably acceptable to the Accountant. If the Client assumes the defense, the Accountant shall cooperate fully in the defense thereof. The Accountant shall have the right to participate in the defense at its own expense. The

Client shall not settle any claim without the prior written consent of the Accountant, which consent shall not be unreasonably withheld, delayed, or conditioned.

5. **Limitation of Liability.** The total aggregate liability of the Accountant to the Client for any and all claims, losses, or damages arising out of the performance of the Services, whether in contract, tort, or professional malpractice, shall be limited to _____.
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 its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.
7. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
8. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding indemnification for accounting services and supersedes all prior agreements, negotiations, or understandings, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Accounting Services Liability Indemnification Agreement as of the Effective Date written above.

CLIENT / INDEMNITOR:

Authorized Signature

Printed Name

Title

Date

ACCOUNTANT / INDEMNITEE:

Authorized Signature

Printed Name

Title

Date