

ACCOUNTING MISTAKE INDEMNITY AGREEMENT

This Accounting Mistake Indemnity Agreement (the "Agreement") is entered into as of _____, 20_____, by and between:

Indemnitor: _____

Address: _____

Indemnitee: _____

Address: _____

RECITALS

WHEREAS, the Indemnitor has provided or is currently providing certain accounting, bookkeeping, or tax preparation services to the Indemnitee; and

WHEREAS, the parties desire to establish the terms under which the Indemnitor shall indemnify and hold harmless the Indemnitee from any financial losses, penalties, interest, or liabilities resulting directly from accounting errors, omissions, or inaccuracies committed by the Indemnitor.

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. DEFINITION OF ACCOUNTING MISTAKE

For the purposes of this Agreement, an "Accounting Mistake" shall mean any error, omission, miscalculation, incorrect filing, inaccurate financial statement entry, or failure to comply with applicable tax laws and accounting principles committed solely by the Indemnitor in the performance of services for the Indemnitee.

2. INDEMNIFICATION

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, additional tax assessments, and interest charges (including reasonable attorneys' fees and legal costs) arising directly out of or resulting from any Accounting Mistake made by the Indemnitor.

3. LIMITATIONS AND EXCLUSIONS

Notwithstanding the foregoing, the Indemnitor shall not be liable for indemnification under this Agreement if the Accounting Mistake resulted from:

- a. Incomplete, inaccurate, or fraudulent information provided by the Indemnitee;
- b. The Indemnitee's failure to provide necessary documentation in a timely manner; or
- c. Any unauthorized alterations made to the financial records or tax returns by the Indemnitee or a third party after delivery by the Indemnitor.

The maximum aggregate liability of the Indemnitor under this Agreement shall be capped at \$

4. CLAIMS PROCEDURE

The Indemnitee shall notify the Indemnitor in writing within _____ days of becoming aware of any claim, audit, penalty assessment, or potential liability that may give rise to a claim for indemnification under this Agreement. The Indemnitor shall have the right, at its own expense, to participate in the defense or resolution of any such claim or audit.

5. TERM AND TERMINATION

This Agreement shall cover services rendered from _____ to _____ . The indemnification obligations set forth herein shall survive the termination of any service agreement between the parties for a period of _____ years.

6. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____ , without giving effect to any principles of conflicts of law.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether oral or written.

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

INDEMNITOR:

INDEMNITEE:

Signature

Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____