# FIDUCIARY DUTY INDEMNITY AGREEMENT

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

**Indemnifier:** ________________________________________________
Address: ________________________________________________

And

**Indemnitee:** ________________________________________________ (the "Accountant")
Address: ________________________________________________

**RECITALS**

WHEREAS, the Accountant provides professional accounting, financial advisory, and/or fiduciary services to the Indemnifier;

WHEREAS, in the course of performing these services, the Accountant may act in a fiduciary capacity or be deemed to owe fiduciary duties to the Indemnifier, their affiliates, beneficiaries, or third parties;

WHEREAS, the Indemnifier recognizes that performing such services involves inherent professional risks, and wishes to induce the Accountant to perform or continue to perform these services by providing indemnification against certain liabilities;

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 outlined in Section 2, the Indemnifier agrees to defend, indemnify, and hold harmless the Accountant from and against any and all claims, liabilities, losses, damages, demands, actions, causes of action, suits, proceedings, judgments, assessments, costs, and expenses (including, without limitation, reasonable attorneys' fees and legal disbursements) arising out of, resulting from, or relating to the Accountant's execution of fiduciary duties, roles, or decisions made in good faith on behalf of the Indemnifier.

**2. LIMITATIONS AND EXCLUSIONS**

Notwithstanding anything to the contrary in this Agreement, the Accountant shall not be entitled to indemnification under this Agreement for any liabilities, losses, or expenses that are judicially determined to have resulted directly from:

a. The Accountant's gross negligence, willful misconduct, or intentional fraud;

b. Acts or omissions committed in bad faith or involving dishonest or criminal intent;

c. Any transaction from which the Accountant derived an improper personal benefit.

**3. NOTIFICATION AND CLAIM PROCEDURE**

The Accountant shall promptly notify the Indemnifier in writing of the assertion of any claim or the commencement of any action, suit, or proceeding for which indemnification may be sought under this Agreement. Failure to provide prompt notice shall not relieve the Indemnifier of its obligations under this Agreement except to the extent that the Indemnifier is materially prejudiced by such failure.

**4. DEFENSE OF CLAIMS**

Upon receipt of notice under Section 3, the Indemnifier shall have the right to assume the defense of any such claim or action with legal counsel reasonably satisfactory to the Accountant. The Accountant shall cooperate fully in the defense. The Accountant shall have the right to employ separate legal counsel at the Accountant's own expense, unless there is a conflict of interest between the parties that prevents joint representation, in which case the reasonable fees of the Accountant's separate counsel shall be paid by the Indemnifier.

**5. SETTLEMENT**

The Indemnifier shall not settle any claim or action without the prior written consent of the Accountant, which consent shall not be unreasonably withheld, delayed, or conditioned, unless the settlement includes an unconditional release of the Accountant from all liability and does not impose any admission of fault or financial burden on the Accountant.

**6. TERM AND SURVIVAL**

The obligations of the Indemnifier under this Agreement shall survive the termination of the professional relationship between the parties and shall continue to protect the Accountant for all actions taken or omitted while performing fiduciary duties during the term of their engagement.

**7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of ______________________________, without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts of ______________________________.

**8. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings. No amendment or modification of this Agreement shall be valid unless executed in writing by both parties.

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

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| **INDEMNIFIER:** | **INDEMNITEE (ACCOUNTANT):** |
| ______________________________ | ______________________________ |
| Signature | Signature |
| Print Name: ______________________________ | Print Name: ______________________________ |
| Title: ______________________________ | Title: ______________________________ |
| Date: ______________________________ | Date: ______________________________ |