

ACCOUNTANT PROFESSIONAL LIABILITY INDEMNITY AGREEMENT

This Accountant Professional Liability Indemnity Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, by and between:

Indemnitor:

Name/Entity: _____

Address: _____

Represented by: _____

And

Indemnitee:

Name/Entity: _____

Address: _____

Professional Capacity: _____

RECITALS

WHEREAS, Indemnitee provides professional accounting, auditing, tax, or financial advisory services;

WHEREAS, Indemnitor has engaged or wishes to engage Indemnitee to perform certain professional accounting services as described in the engagement letter or agreement dated _____ (the "Services"); and

WHEREAS, in consideration of Indemnitee performing these Services, Indemnitor has agreed to indemnify and hold harmless Indemnitee from certain professional liabilities, claims, and expenses arising out of or in connection with the performance of such Services, subject to the terms and conditions 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

Subject to the limitations set forth in Section 2, the Indemnitor agrees to defend, indemnify, and hold harmless the Indemnitee, its partners, officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses of litigation, investigation, and preparation) (collectively, "Losses") arising out of, relating to, or resulting from the professional accounting services rendered by the Indemnitee under the engagement, including but not limited to allegations of accounting malpractice, negligence, errors, or omissions.

2. LIMITATIONS ON INDEMNITY

The indemnification obligations set forth in Section 1 shall not apply to the extent that any Losses are finally determined by a court of competent jurisdiction or through binding arbitration to have resulted primarily from:

- a. The Indemnitee's fraud, willful misconduct, intentional misrepresentation, or gross negligence;
- b. Services performed by the Indemnitee outside the scope of the written engagement agreement; or
- c. A material breach of this Agreement or the underlying engagement agreement by the Indemnitee.

3. NOTICE AND DEFENSE OF CLAIMS

- a. The Indemnitee shall give prompt written notice to the Indemnitor of any claim, action, suit, or proceeding for which indemnification is sought.

- b. Upon receipt of such notice, the Indemnitor shall have the right, at its own expense, to assume the defense thereof with counsel reasonably acceptable to the Indemnitee.
- c. The Indemnitee shall cooperate fully with the Indemnitor in the defense of any such claim and shall have the right to participate in the defense at its own expense.
- d. The Indemnitor shall not settle or compromise any claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, delayed, or conditioned.

4. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, the total cumulative liability of the Indemnitor under this Agreement shall not exceed _____.

5. TERM AND SURVIVAL

This Agreement shall apply to all professional services rendered by the Indemnitee on behalf of the Indemnitor. The indemnification obligations under this Agreement shall survive the termination or completion of the professional services engagement and shall remain in full force and effect indefinitely.

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 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 agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

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

INDEMNITOR:

INDEMNITEE:

 By: _____
 Name: _____
 Title: _____
 Date: _____

 By: _____
 Name: _____
 Title: _____
 Date: _____