

TAX ACCOUNTANT MALPRACTICE LIABILITY INDEMNITY AGREEMENT

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

Indemitor: _____, with a principal place of business / address at _____ (hereinafter referred to as the "Accountant"),

AND

Indemitee: _____, with a principal place of business / address at _____ (hereinafter referred to as the "Client").

RECITALS

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

WHEREAS, the Client has engaged the Accountant to perform professional tax and accounting services pursuant to an engagement letter or agreement dated _____ (the "Engagement Agreement"); and

WHEREAS, as a condition to engaging the Accountant, and to allocate the risk of professional errors, omissions, or malpractice, the Parties agree to the indemnification terms 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. SCOPE OF INDEMNIFICATION

Subject to the terms and conditions of this Agreement, the Accountant agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, penalties, fines, interest, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising out of or resulting from:

- a. Any negligent act, error, omission, professional malpractice, or willful misconduct committed by the Accountant, its employees, or agents in the performance of tax preparation, filing, or advisory services under the Engagement Agreement;
- b. Any material breach of professional duty, confidentiality, or standard of care applicable to certified public accountants or tax preparers in the jurisdiction of _____; and
- c. Any assessments of penalties or interest by the Internal Revenue Service (IRS) or any state or local taxing authority directly attributable to errors made by the Accountant, provided such errors did not result from inaccurate, incomplete, or misleading information provided by the Client.

2. LIMITATIONS ON INDEMNITY

Notwithstanding Section 1, the Accountant shall have no obligation to indemnify the Client for any losses, penalties, or liabilities to the extent arising from:

- a. The Client's failure to provide accurate, complete, and timely information, documentation, or records required for the preparation of tax returns or performance of accounting services;
- b. Any fraudulent acts, intentional misrepresentations, or willful omissions committed by the Client; or
- c. Decisions or positions taken on tax returns that were explicitly approved by the Client after being fully advised of the associated risks by the Accountant.

3. NOTICE AND DEFENSE OF CLAIMS

The Client shall promptly notify the Accountant in writing of any claim, audit, inquiry, or proceeding initiated by a taxing authority or third party that may give rise to a claim for indemnification under this Agreement. The Accountant shall have the right, at its own

expense, to assume the defense of any such claim or audit with counsel or representatives of its choice, subject to the Client's reasonable approval.

4. TERM AND TERMINATION

This Agreement shall survive the termination or expiration of the Engagement Agreement and shall remain in full force and effect for the duration of the applicable statute of limitations for professional malpractice or tax audits in the jurisdiction of _____.

5. 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 _____.

6. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, 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 Tax Accountant Malpractice Liability Indemnity Agreement as of the date first written above.

ACCOUNTANT (Indemnitor)

CLIENT (Indemnitee)

Signature

Signature

Printed Name

Printed Name

Title

Title