CHARTERED ACCOUNTANT FIDUCIARY DUTY INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is entered into on this______ day of____________, 20____ (the "Effective Date"), by and between:

THE INDEMNIFIER:______________________________, with a principal place of business/residence at ______________________________ (hereinafter referred to as the "Client"),

AND

THE INDEMNITEE:______________________________, Chartered Accountant / CA Firm, with a professional office address at ______________________________ (hereinafter referred to as the "Accountant").

RECITALS

WHEREAS, the Client has engaged the Accountant to provide professional accounting, financial advisory, and/or fiduciary services, which may include acting as a trustee, executor, administrator, nominee, director, or in another fiduciary capacity (the "Services");

WHEREAS, in performing these Services, the Accountant may be exposed to personal liability, legal claims, demands, and expenses arising from the execution of their fiduciary duties on behalf of the Client;

WHEREAS, the Client desires to indemnify and hold harmless the Accountant from and against any such liabilities, claims, and costs, subject to the terms and conditions set forth herein, as a material inducement for the Accountant to accept and perform such fiduciary responsibilities.

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.** The Client hereby agrees to defend, indemnify, and hold harmless the Accountant, including its partners, directors, employees, and agents, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including reasonable legal fees and court costs) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Accountant in connection with or arising out of:
   a. The performance of the fiduciary duties and professional services rendered under the engagement letter dated ____________________;
   b. Any actions taken or omitted to be taken by the Accountant in good faith reliance upon instructions, information, or representations provided by the Client or the Client's authorized representatives;
   c. Any third-party claims arising from the administration of trusts, estates, corporate entities, or financial structures managed by the Accountant pursuant to the Client's engagement.

2. **Exceptions and Limitations.** Notwithstanding the provisions of Section 1, the Accountant shall not be entitled to indemnification under this Agreement if the liability, loss, or expense is judicially determined to have resulted directly from:
   a. The Accountant's gross negligence, willful misconduct, or intentional fraud;
   b. A material, bad-faith breach of the Accountant's professional standard of care or the ethical guidelines governing Chartered Accountants in the jurisdiction of____________________.

3. **Notification and Defense of Claims.** The Accountant shall promptly notify the Client in writing of any claim, action, or proceeding for which indemnification is sought. The Client shall have the right, at its own expense, to assume the defense of any such claim with legal counsel reasonably acceptable to the Accountant. The Accountant shall cooperate fully with the Client in the defense of any such claim.

4. **Advance of Costs.** The Client shall advance and pay all reasonable expenses, including legal fees, incurred by the Accountant in defending any civil, criminal, administrative, or investigative action or proceeding in advance of the final disposition of such action,

upon receipt of an undertaking by the Accountant to repay such amount if it is ultimately determined that the Accountant is not entitled to be indemnified under Section 2.

5. **Term and Survival.** This Agreement shall commence on the Effective Date and shall continue in full force and effect indefinitely, surviving the termination of the professional relationship or engagement between the Client and the Accountant, with respect to any actions or omissions occurring during the period of the engagement.
6. **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of ____________________. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of ____________________.
7. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations. This Agreement may not be amended, modified, or waived except by a written instrument executed by both parties.

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

CLIENT / INDEMNIFIER:	**ACCOUNTANT / INDEMNITEE:**
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Title / Capacity (if applicable)	Title / Professional Designation