FILING ACCURACY AND TAX INDEMNITY AGREEMENT

This Filing Accuracy and Tax Indemnity Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and between:

Taxpayer: _____, residing or having its principal place of business at _____ (hereinafter referred to as the "Taxpayer"),

and

Service Provider: _____, residing or having its principal place of business at _____ (hereinafter referred to as the "Service Provider").

Each of the parties listed above may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Taxpayer has retained the Service Provider to prepare and file certain federal, state, and local tax returns, schedules, and related tax filings (the "Tax Returns") for the tax year(s) _____; and

WHEREAS, the Service Provider's preparation of the Tax Returns is strictly dependent upon the completeness, accuracy, and truthfulness of the financial information, records, and representations provided by the Taxpayer; and

WHEREAS, the Parties desire to define their respective rights and obligations regarding the accuracy of the filed Tax Returns and to establish the terms of indemnification for any liabilities, penalties, interest, or additional taxes that may arise.

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. **Accuracy and Completeness of Information.** The Taxpayer covenants and warrants that all financial records, source documents, income statements, deductions, classifications, and other information provided to the Service Provider are accurate, complete, and truthful to the best of the Taxpayer's knowledge. The Service Provider is under no obligation to audit, verify, or independently investigate the validity of any information provided by the Taxpayer.
2. **Review and Approval.** The Taxpayer shall review all prepared Tax Returns thoroughly prior to signing and authorizing their electronic or physical submission. The Taxpayer's signature on, or authorization of, the Tax Returns constitutes final approval of all figures, classifications, and positions taken on the Tax Returns.
3. **Indemnification by Taxpayer.** The Taxpayer agrees to defend, indemnify, and hold harmless the Service Provider, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, interest, additional tax assessments, legal fees, and costs arising out of or resulting from:
    a. Any omission, misrepresentation, inaccuracy, or falsity in the information, records, or documentation provided by the Taxpayer to the Service Provider;
    b. The Taxpayer's failure to provide necessary documentation in a timely manner; or
    c. Any subsequent audit, inquiry, or challenge by federal, state, or local tax authorities, except to the extent directly caused by the gross negligence or willful misconduct of the Service Provider.
4. **Limitation of Liability.** To the maximum extent permitted by applicable law, the Service Provider's total aggregate liability for any errors, omissions, or negligence in connection with the preparation and filing of the Tax Returns shall be strictly limited to the amount of fees actually paid by the Taxpayer to the Service Provider for the specific services giving rise to the claim. The Service Provider shall not be liable for any consequential, indirect, special, or punitive damages.
5. **Notification of Audits or Inquiries.** In the event that the Taxpayer receives any notice, audit request, or inquiry from any tax authority regarding the Tax Returns covered by this Agreement, the Taxpayer shall notify the Service Provider in writing within _____ business days of receipt.
6. **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed, and enforced in accordance with the

laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

7. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether oral or written. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Filing Accuracy and Tax Indemnity Agreement as of the date first written above.

TAXPAYER:

_____

(Signature)

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

_____

(Signature)

Name: _____

Title: _____

Date: _____