

BOOKKEEPING DISCREPANCY INDEMNIFICATION AGREEMENT

This Bookkeeping Discrepancy Indemnification Agreement (the "Agreement") is entered into as of _____, 20____, by and between:

Indemnitor: _____, residing at/with principal place of business at _____ (hereinafter referred to as the "Indemnitor"), and

Indemnitee: _____, residing at/with principal place of business at _____ (hereinafter referred to as the "Indemnitee").

RECITALS

WHEREAS, the Indemnitor has provided certain bookkeeping, accounting, or financial record-keeping services to the Indemnitee; and

WHEREAS, certain errors, omissions, discrepancies, or inaccuracies have been identified, or may in the future be identified, in the books, ledgers, tax filings, or financial statements prepared by the Indemnitor for the period of _____ to _____ (the "Discrepancies"); and

WHEREAS, the Indemnitor agrees to indemnify and hold harmless the Indemnitee from any financial losses, penalties, interest, or liabilities arising directly or indirectly from such Discrepancies under the terms and conditions 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. INDEMNIFICATION

The Indemnitor hereby agrees to defend, indemnify, and hold harmless the Indemnitee, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, demands, penalties, interest, fines, assessments, and expenses (including, without limitation, reasonable attorneys' fees and accounting fees) arising out of, resulting from, or in connection with any errors, omissions, inaccuracies, or discrepancies in the bookkeeping or financial records prepared by the Indemnitor.

2. SCOPE OF COVERAGE

The scope of this indemnification is limited to the specific bookkeeping and accounting discrepancies relating to the following accounts, tax _____ years, _____ or _____ filing _____ periods:

3. NOTIFICATION OF CLAIMS

The Indemnitee shall promptly notify the Indemnitor in writing of any claim, audit, notice of assessment, or legal action initiated by any third party or regulatory/tax authority (e.g., IRS, state department of revenue) that may give rise to a claim for indemnification under this Agreement. Failure to give prompt notice shall not terminate the Indemnitor's obligations unless such failure materially prejudices the Indemnitor's ability to defend the claim.

4. COOPERATION

Both parties agree to cooperate fully with each other and their professional advisors in the defense or resolution of any audit, inquiry, or claim related to the Discrepancies. The Indemnitor shall have the right to participate in the defense of any such claim at its own expense.

5. LIMITATION OF LIABILITY

The maximum aggregate liability of the Indemnitor under this Agreement shall not exceed \$_____, unless such bookkeeping discrepancies are determined to be the result of willful misconduct, gross negligence, or fraudulent activity by the Indemnitor.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or representations, whether oral or written.

INDEMNITOR:

INDEMNITEE:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Title (if applicable)

Date

Date