

GENERAL LEDGER MISTAKE INDEMNITY FORM

This General Ledger Mistake Indemnity Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

INDEMNITOR: _____, located at _____ (hereinafter referred to as the "Indemnitor"),

and

INDEMNITEE: _____, located at _____ (hereinafter referred to as the "Indemnitee").

1. PURPOSE

WHEREAS, the Indemnitor provides accounting, bookkeeping, or financial record-keeping services to the Indemnitee; and whereas, during the course of performing these services, errors, omissions, or misstatements may occur within the Indemnitee's General Ledger; the parties agree to allocate the financial responsibility for such accounting errors in accordance with the terms set forth herein.

2. INDEMNIFICATION

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, penalties, fines, interest, and expenses (including reasonable attorney's fees) arising directly from errors, mistakes, omissions, or incorrect entries made in the General Ledger of the Indemnitee, provided such errors were caused by the negligence, misconduct, or lack of professional care of the Indemnitor.

3. SCOPE OF LIABILITY

The indemnification provided under this Agreement shall specifically cover financial penalties imposed by regulatory bodies, tax authorities, or auditors, as well as the reasonable cost of correcting the affected General Ledger entries. The Indemnitor's maximum liability under this Agreement shall be limited to _____.

4. NOTIFICATION OF ERRORS

The Indemnitee shall notify the Indemnitor in writing within _____ days of discovering any error or discrepancy in the General Ledger. Failure to provide timely notification shall relieve the Indemnitor of its obligations under this Agreement to the extent that the delay prejudices the Indemnitor's ability to mitigate the error or damages.

5. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without giving effect to any principles of conflicts of law.

6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this General Ledger Mistake Indemnity Form as of the date first written above.

INDEMNITOR:

Signature

Printed Name

Title

Date

INDEMNITEE:

Signature

Printed Name

Title

Date