

Indemnification Agreement

This **Indemnification Agreement** ("**Agreement**") is made and entered into as of _____ by and between the parties below;

Indemnifying Party

Indemnified Party

The Indemnifying Party and the Indemnified Party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to allocate risk between the Parties by requiring the Indemnifying Party to protect the Indemnified Party against certain claims, losses, and liabilities arising from the activities or obligations described in this Agreement.

2. Scope of Indemnification

The Indemnifying Party agrees to indemnify, defend, and hold harmless the Indemnified Party and its directors, officers, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Persons**") from and against any and all claims, demands, actions, suits, proceedings, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to:

- a. Any breach of this Agreement by the Indemnifying Party;
- b. Any negligent act, omission, or willful misconduct of the Indemnifying Party or its personnel;
- c. Any violation of applicable laws or regulations by the Indemnifying Party;
- d. Any third-party claim arising from the Indemnifying Party's performance of services, provision of goods, or other activities under _____.

This obligation applies regardless of whether the claim is brought by a third party, regulatory authority, or other claimant.

3. Exclusions

The Indemnifying Party shall not be obligated to indemnify the Indemnified Persons to the extent that a claim results directly from:

- a. The gross negligence or willful misconduct of the Indemnified Party; or
- b. A material breach of this Agreement by the Indemnified Party.

If responsibility for a claim is shared, liability shall be allocated in proportion to each Party's level of fault.

4. Defense of Claims

Upon receiving notice of a claim subject to indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing.

The Indemnifying Party shall have the right to assume control of the defense and settlement of the claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in the defense at its own expense.

The Indemnifying Party shall not settle any claim in a manner that imposes liability, admission of wrongdoing, or non-monetary obligations on the Indemnified Party without the Indemnified Party's prior written consent.

If the Indemnifying Party fails to assume the defense within a reasonable time after notice, the Indemnified Party may defend the claim and seek reimbursement of reasonable defense costs.

5. Indemnification Procedures

The Indemnified Party shall:

- a. Provide reasonable cooperation in the defense of any claim;
- b. Furnish relevant information and documentation as reasonably requested;
- c. Mitigate damages to the extent reasonably practicable.

Failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure.

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- a. Provide reasonable cooperation in the defense of any claim;
- b. Furnish relevant information and documentation as reasonably requested;
- c. Mitigate damages to the extent reasonably practicable.

Failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure.

6. Limitation of Liability

Except for obligations arising under the Scope of Indemnification clause, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

Nothing in this Agreement limits liability for fraud, willful misconduct, or obligations that cannot be limited under applicable law.

7. Term and Survival

This Agreement shall commence on the Effective Date and remain in effect until terminated by written agreement of the Parties or as otherwise provided herein.

The indemnification obligations under this Agreement shall survive termination or expiration of this Agreement with respect to claims arising from events occurring prior to termination.

8. Governing Law and Dispute Resolution

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

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved through negotiation, it shall be submitted to the competent courts located in _____, and the Parties consent to the exclusive jurisdiction of such courts.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to indemnification relating to the subject matter herein and supersedes all prior discussions, representations, or agreements on this subject.

10. Amendments

This Agreement may be amended only by a written document signed by both Parties.

11. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures shall have the same legal effect as handwritten signatures.

IN WITNESS WHEREOF, the Parties have executed this Indemnification Agreement as of the Effective Date.

Indemnifying Party

Name

Date

Signature

Indemnified Party

Name

Date

Signature



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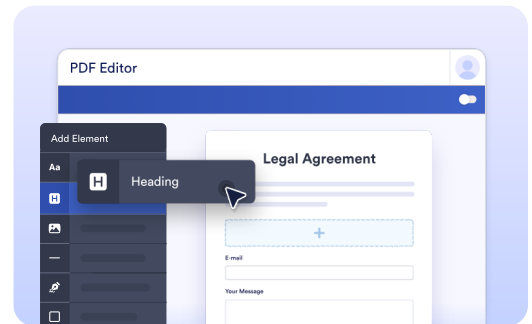
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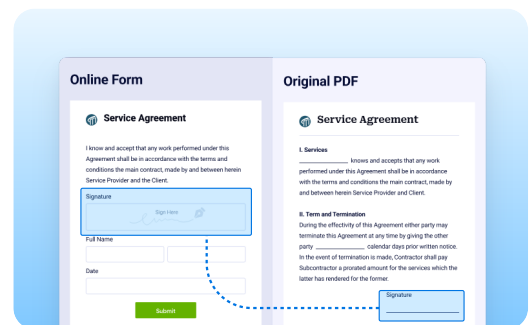
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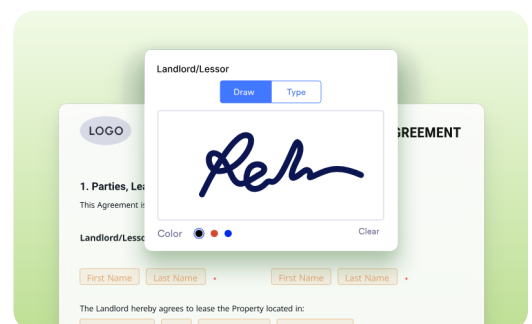
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