

# INDEMNIFICATION AGREEMENT

## PARTIES

- This Indemnification Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “**Indemnifying Party**”), and \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “**Indemnified Party**”) (collectively referred to as the “**Parties**”).

## INDEMNITY

- The Parties agree that the Indemnified Party will be indemnified from the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

## INDEMNITY EXCEPTIONS

- The Parties agree that the below exceptions are applicable for the indemnity of the Indemnified Party:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**AGREEMENT**

- The Parties agree on the following points.
1. The Indemnified Party will be indemnified from any claims, judgements, actions or otherwise when it comes to the costs of attorney/defense fees related to the agreement between the Parties. This extends to the Indemnifying Party’s representatives, agents, employees and more.
  2. In case any claim arises in consideration with the scope of this Agreement, the Indemnifying Party will have to pay for the Indemnified Party’s counsel chosen by the Indemnified Party himself/herself.
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_

**AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement

**GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

**ALTERNATIVE DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to \_\_\_\_\_ (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of, \_\_\_\_\_.

**REPRESENTATION AND WARRANTIES**

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

**LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one party's negligence or breach.

**SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

INDEMNIFYING PARTY

INDEMNIFIED PARTY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_