This Indemnity Agreement (the **“Agreement”**) is entered into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Indemnitee”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the **“Indemnifier”**), collectively “the **Parties.**”

**BACKGROUND:**

Where, Indemnitee seeks protection against any personal liability, claim, suit, action, loss or damage that may result from the Indemnitee’s participation in the Activity.

Where, Indemnifier seeks to minimize any hardship Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee’s participation in the Activity.

**IN CONSIDERATION** and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

1.  **Indemnified Activity.** Indemnitee seeks to be protected from the following Indemnified Activity (the “**Activity**”):

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2.  **Indemnity.** Indemnifier agrees to indemnify and hold harmless the Indemnitee, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the Activity.

3.  **Exceptions to Indemnification.** Indemnifier shall not be obligated to indemnify Indemnitee for any expenses, judgments, fines, settlements and other obligations incurred as the result of the Indemnitee’s participation in the Activity:

a. In the case of a criminal proceeding;

b. In the case of a civil claim where the Indemnitee did not act in good faith and/or in a reasonable manner;

c. The Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforcement indemnity clause, bylaw or agreement, except where payment under the insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or

d. An action or proceeding was initiated in whole in or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of Indemnifier.

4. **Notice of Claim.** In the event of any claim or action, Indemnitee must promptly provide Indemnifier with written notice of the claim or action and will notify Indemnifier of any legal proceedings relating to the claim or action within five (5) days of Indemnitee’s receipt of notice of such proceedings. Indemnitee must provide Indemnifier with all known information available to Indemnitee relating to the claim or action.

5. **Cooperation.** Indemnitee agrees to wholly cooperate with Indemnifier in the defense of any claim or action against it that Indemnitee seeks to be Indemnified for, including but not limited to, providing Indemnifier with all available information related to the claim or action, responding to reasonable requests from Indemnifier for information, documentation, and the like, etc. Indemnifier agrees to act in good faith and use best efforts to ensure Indemnitee is indemnified and reimbursed for any and all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from Indemnitee’s participation in the Activity.

6. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7. **Consent to Settlement.** Indemnifier shall not settle any claim or action without the prior written consent of Indemnitee.

8. **Confidentiality.** During the course of this Agreement, it may be necessary for Indemnitee to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Indemnifier in order for Indemnifier to indemnify the Indemnitee. Indemnifier will not share any of this proprietary information at any time. Indemnifier also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by it’s natural termination or the early termination by either party.

9. **Termination.**This Agreement may be terminated at any time by either Party upon written notice to the other party.

10. **Representations and Warranties.**Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. **Legal Fees.**In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

15. **Governing Law and Jurisdiction.**The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties live/do business.

16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“INDEMNITEE”**

Signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**“INDEMNIFIER”**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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