

## INDEMNIFICATION AGREEMENT

In exchange for \_\_\_\_\_ and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold \_\_\_\_\_ (the "Company") harmless from any claim, action, liability, or suit arising out of or in any way connected with the following:

In the event any claim reasonably believed by the Company to be subject to indemnification under this agreement is asserted against the Company, the Company will provide timely notice of such claim to the undersigned. The undersigned will thereafter, at its own expense, defend and protect the Company against such claim. Should the undersigned be unable or fail to so defend the Company, the Company shall have the right to defend or settle such claim, and the undersigned shall reimburse the Company for all settlements, judgments, fees, costs, expenses, and payments, including reasonable attorney's fees, incurred by the Company in connection with the discharge of such claim.

This agreement shall be governed by the laws of \_\_\_\_\_.

If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on \_\_\_\_\_.

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