

1. Indemnity

- 1.1 <<Insert name of Party 1, e.g., the Company>> shall indemnify and hold harmless <<insert name of Party 2, e.g., the Service Provider>> against any and all liabilities, losses (including, but not limited to, reasonable attorneys' fees, direct, or consequential loss, loss of profit, or damage to property), incurred by, or awarded against <<insert name of Party 2, e.g., the Service Provider>> arising out of or in connection with:
- 1.1.1 <<insert name of Party 2, e.g., the Service Provider>>'s breach, non-performance or failure to perform its obligations under this Agreement;
- 1.1.2 any claim for damages, including attorneys' fees, arising out of or in connection with <<insert name of Party 2, e.g., the Service Provider>>'s <<insert key obligation as stated in the Agreement, e.g., provision of the Services>>, that such a claim results from the <<insert key obligation as stated in the Agreement, e.g., provision of the Services>>, breach, negligence, or failure by <<insert name of Party 2, e.g., the Service Provider>> (including its employees, agents, and subcontractors) to perform its obligations under this Agreement;
- 1.1.3 any breach of the <<insert key obligation as stated in the Agreement, e.g., provision of the Services>> of Party 2, e.g., the Service Provider>> [warranties] given by it in [Clause X]
- 1.1.4 [<<insert additional obligations of Party 2, e.g., the Service Provider>> required>>.]
- 1.2 The indemnity given by <<insert name of Party 1, e.g., the Company>> shall not apply to the extent that the claim arises from <<insert name of Party 2, e.g., the Service Provider>>'s intentional misconduct.
- 1.3 In the event that any claim for damages, including attorneys' fees, is asserted against <<insert name of Party 1, e.g., the Company>> that it is reasonably considered by <<insert name of Party 2, e.g., the Service Provider>> to give rise to liability under this indemnity (a "Claim"), <<insert name of Party 1, e.g., the Company>> shall:
- 1.3.1 as soon as practicable, provide written notice of the Claim to <<insert name of Party 2, e.g., the Service Provider>>, as soon as reasonably possible and practicable;
- 1.3.2 not make any admission of liability or compromise of <<insert name of Party 2, e.g., the Service Provider>>'s position without the prior written consent of <<insert name of Party 2, e.g., the Service Provider>> (such consent shall not be unreasonably withheld);
- 1.3.3 provide <<insert name of Party 2, e.g., the Service Provider>> and its legal counsel with all reasonable assistance and access (at <<insert name of Party 2, e.g., the Service Provider>>'s expense) in respect of the Claim, including, but not limited to, the production and access to all relevant facts and documents, records, files and personnel relating to the Claim; and

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1.3.4 fully cooperate with the reasonable requests of <<insert name of Party 2, e.g., the Company>> and, subject to <<insert name of Party 2, e.g., the Company>> providing satisfactory security to <<insert name of Party 1, e.g., the Company>> against any claim, liability, loss or damages which <<insert name of Party 1, e.g., the Company>> may incur, takes such actions as <<insert name of Service Provider>> may require in order to avoid compromise, or settle the Claim.

1.4 [In the event that a <<insert name of Party 2, e.g., the Company>> Service Provider>> under this Clause X is substituted by <<insert name of Party 1, e.g., the Company>> the <<insert name of Party 1, e.g., the Company>> shall be entitled to receive an amount equal after tax to the amount that <<insert name of Party 1, e.g., the Company>> were entitled to receive if the payment not substituted.

1.5 Nothing in this Clause X shall limit the obligation of <<insert name of Party 1, e.g., the Company>> to mitigate any loss that it may suffer as a result of the occurrence of a claim hereunder.

1.6 [The cap on liability set forth in Clause X shall not apply to this indemnity. Liability arising under this Clause X shall be unlimited.]