

INDEMNIFICATION AGREEMENT

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This Indemnification Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[INDEMNIFYING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE or individual] with its principal place of business or residence at [INDEMNIFYING PARTY ADDRESS] (the "**Indemnifying Party**"); and

[INDEMNIFIED PARTY LEGAL NAME], a [STATE] [ENTITY TYPE or individual] with its principal place of business or residence at [INDEMNIFIED PARTY ADDRESS] (the "**Indemnified Party**").

The Indemnifying Party and the Indemnified Party are each a "**Party**" and together the "**Parties**."

Recitals. The Parties have entered into, or are entering into, a relationship involving [DESCRIBE THE UNDERLYING RELATIONSHIP — e.g. a service engagement, a license, the Indemnified Party's service as a director or officer, a joint project, or use of the Indemnifying Party's product] (the "**Relationship**"). The Parties wish to set out stand-alone indemnification terms that allocate responsibility for certain losses arising from the Relationship. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Indemnitees. "**Indemnitees**" means the Indemnified Party and its owners, officers, directors, members, employees, agents, affiliates, successors, and assigns.

1.2 Losses. "**Losses**" means all claims, demands, suits, actions, proceedings, judgments, awards, settlements, fines, penalties, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, expert fees, and litigation costs.

1.3 Third-Party Claim. "**Third-Party Claim**" means any claim asserted against an Indemnitee by a person who is not a Party to this Agreement.

1.4 Direction of indemnity. This Agreement is [SELECT: one-way (only the Indemnifying Party indemnifies) / mutual (each Party indemnifies the other for its own conduct)]. If mutual, the obligations in Section 2 apply reciprocally, and each Party is an Indemnifying Party as to claims arising from its own acts.

2. Indemnification Obligation

2.1 Indemnity. To the fullest extent permitted by applicable law, the Indemnifying Party will indemnify, defend, and hold the Indemnitees harmless from and against all Losses arising out of or related to: (a) the Indemnifying Party's breach of this Agreement or the underlying Relationship; (b) the Indemnifying Party's negligence, recklessness, or willful misconduct; (c) the Indemnifying Party's violation of applicable law; and (d) any [describe specific covered matters — e.g. infringement, product defect, data breach, employment claim, or environmental liability].

2.2 Covered claims. The indemnity covers both Third-Party Claims and direct Losses suffered by an Indemnitee, except that direct Losses are subject to any limitation of liability the Parties have agreed in the underlying Relationship.

2.3 Exclusions. The Indemnifying Party has no obligation for Losses to the extent caused by an Indemnitee's own gross negligence, willful misconduct, or material breach, or for any matter that applicable law prohibits from being indemnified.

2.4 Advancement of expenses. **[SELECT IF APPLICABLE — common for director and officer indemnities:]** The Indemnifying Party will advance reasonable defense expenses to an Indemnitee as they are incurred, subject to the Indemnitee's written undertaking to repay the advance if it is finally determined that the Indemnitee was not entitled to indemnification.

3. Defense and Settlement of Third-Party Claims

3.1 Notice. The Indemnitee will give the Indemnifying Party prompt written notice of any Third-Party Claim. Failure to give prompt notice reduces the Indemnifying Party's obligation only to the extent it is actually prejudiced.

3.2 Control of defense. The Indemnifying Party may assume and control the defense of a Third-Party Claim with counsel reasonably acceptable to the Indemnitee. The Indemnitee may participate with its own counsel at its own expense.

3.3 Cooperation. The Indemnitee will provide reasonable cooperation, information, and access at the Indemnifying Party's expense.

3.4 Settlement. The Indemnifying Party may not settle a Third-Party Claim without the Indemnitee's prior written consent unless the settlement fully releases the Indemnitee, imposes no liability, payment, or admission on the Indemnitee, and includes no injunctive relief affecting the Indemnitee. The Indemnitee may not settle a Third-Party Claim for which it seeks indemnity without the Indemnifying Party's prior written consent, which will not be unreasonably withheld.

4. Limitations and Caps

4.1 Relationship to other limits. Except as stated in Section 4.2, the Indemnifying Party's obligations under this Agreement are not subject to any aggregate cap on liability in the underlying Relationship.

4.2 Optional cap. **[SELECT IF APPLICABLE:]** The Indemnifying Party's total indemnification liability under this Agreement will not exceed **[AMOUNT or formula]**, except that this cap does not apply to Losses arising from fraud, gross negligence, willful misconduct, or a matter that law prohibits from being capped.

4.3 Mitigation. Each Indemnitee will use reasonable efforts to mitigate Losses and will not be reimbursed twice for the same Loss.

4.4 Insurance and other recovery. Indemnification is reduced by amounts actually recovered by the Indemnitee from insurance or other third parties for the same Loss, net of the cost of recovery.

5. Insurance

5.1 Coverage. The Indemnifying Party will maintain insurance reasonably appropriate to its obligations, including **[describe required coverage and limits]**, for the term of this Agreement and any tail period the Parties agree.

5.2 Evidence. On request, the Indemnifying Party will provide a certificate of insurance and, where applicable, name the Indemnified Party as an additional insured.

5.3 **No substitute.** Maintaining insurance does not limit the Indemnifying Party's obligations under Section 2, and a failure of insurance does not excuse those obligations.

6. Representations and Warranties

6.1 **Authority.** Each Party represents that it has full power and authority to enter into this Agreement and that the signer is duly authorized.

6.2 **No conflict.** Each Party represents that this Agreement does not conflict with any other agreement or obligation binding on it.

6.3 **Compliance.** The Indemnifying Party will perform its role in the Relationship in compliance with all applicable laws and contractual obligations.

7. Term and Survival

7.1 **Term.** This Agreement begins on the Effective Date and continues for the duration of the Relationship.

7.2 **Survival.** The indemnification obligations in Section 2 and the procedures in Section 3 survive termination of this Agreement and the end of the Relationship, and continue with respect to any Loss arising from events occurring during the term, until the applicable limitation period expires.

8. General Provisions

8.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 **Anti-indemnity limits.** The Parties acknowledge that some jurisdictions restrict or void indemnities that shift responsibility for a party's own negligence or that apply in certain regulated settings. If any provision exceeds what local law permits, it is automatically reduced to the maximum allowed, and the remainder stays in effect.

8.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets, on written notice. The Agreement binds and benefits permitted successors and assigns.

8.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on indemnification for the Relationship and supersedes prior understandings on that subject. It may be amended only by a writing signed by both Parties.

8.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect, reduced as needed under Section 8.2. A Party's failure to enforce a provision is not a waiver.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

INDEMNIFYING PARTY

INDEMNIFIED PARTY

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE or N/A]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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