

LETTER OF INDEMNIFICATION

To: _____

Indemnitor Information:

Full Name / Entity: _____

Address: _____

Phone / Email: _____

Indemnitee Information:

Full Name / Entity: _____

Address: _____

Phone / Email: _____

Subject Matter of Indemnification:

This Letter of Indemnification ("Letter") is provided by the Indemnitor to the Indemnitee in connection with the transaction, event, or agreement described herein. The Indemnitor agrees to indemnify and hold harmless the Indemnitee from any and all claims, damages, liabilities, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or related to the subject described below.

Description:

Provide detailed description of the indemnification subject matter:

Indemnification Terms and Conditions:

1. **Indemnification Obligations:** The Indemnitor shall indemnify, defend and hold harmless the Indemnitee from and against any and all losses, liabilities, damages, claims, demands, suits, actions, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the subject matter described herein.
2. **Notice and Defense of Claims:** The Indemnitee shall promptly notify the Indemnitor in writing of any claim or demand for which indemnification is sought. The Indemnitor shall have the right to assume and control the defense of any such claim or demand with counsel reasonably satisfactory to the Indemnitee. The Indemnitee shall cooperate fully in the defense of such claim or demand.
3. **Exclusions:** The indemnification obligations shall not apply to any claims or liabilities arising from the Indemnitee's gross negligence, willful misconduct, or breach of this Letter.
4. **Duration:** The obligations of the Indemnitor under this Letter shall survive the termination or expiration of any underlying agreement or transaction related to the subject matter.
5. **Governing Law:** This Letter shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to conflict of laws principles.
6. **Severability:** If any provision of this Letter is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
7. **Entire Agreement:** This Letter constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, understandings, or agreements, oral or written.

8. Amendments: Any amendments or modifications to this Letter must be in writing and signed by authorized representatives of both parties.

9. Waiver: No waiver of any term or condition of this Letter shall be effective unless in writing and signed by the party against whom enforcement is sought.

10. Counterparts: This Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

INDEMNITOR'S SIGNATURE

INDEMNITEE'S SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title (if applicable): _____

Title (if applicable): _____

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