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INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is entered into by and between [(To customize, remove all red bracketed notes and replace with the requested information.) ENTER NAME, ENTITY TYPE IF APPLICABLE (E.G., “XYZ, INC., A CALIFORNIA CORPORATION), AND ADDRESS]

_____ (“Indemnitor”) and [ENTER NAME, ENTITY TYPE IF APPLICABLE, AND ADDRESS]

_____ (“Indemnitee”) (each a “Party” and collectively the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which acknowledged, the Parties hereby agree as follows, to be effective [ENTER DATE AGREEMENT IS TO BE EFFECTIVE] (the “Effective Date” of the Agreement):

1. Indemnification.

Indemnitor agrees to indemnify and hold harmless Indemnitee and its officers, directors, shareholders, members, employees, and agents, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever, including without limitation reasonable attorney’s fees and other legal costs (whether or not suit is brought), arising from the following:

[Describe as specifically as possible the activity or activities to be covered by the Agreement.]

within

[Describe any time limits that apply; otherwise write “N/A”.],

excluding, however, the following:

[Describe any limitations or exclusions to the above activity(ies) to be covered; otherwise write “N/A”.],

subject, however, to a cumulative maximum indemnification amount of [Set the maximum amount that may be indemnified, if any maximum is desired; otherwise write “N/A”.].

2. Exclusions.

In addition to any specific exclusions in Section 1, the following shall also be excluded from indemnification:

(a) Any claim made in bad faith, or where any material element thereof shall have been made in bad faith or frivolously, as determined by a court of competent jurisdiction;

(b) Any expense amounts of any type whatsoever that have been paid or reimbursed to Indemnitee by Indemnitee's insurance policy(ies);

(c) Any indemnification of expenses for which Indemnitee is already indemnified by one or more indemnitors outside of this Agreement;

(d) Any indemnification of expenses brought about or contributed to by Indemnitee's dishonesty or willful misconduct; however, Indemnitee shall be protected under this Agreement to the fullest extent permitted by law as to any claims upon which suit may be brought against Indemnitee by reason of any alleged dishonesty or willful misconduct on its part, unless an adverse judgment or other final adverse adjudication shall establish that it committed acts of active and deliberate dishonesty with actual dishonest purpose and intent, or committed willful misconduct, which acts were material to the cause of action;

(e) Any proceeding or claim initiated or brought voluntarily by Indemnitee and not by way of defense, except with proceedings or threatened proceedings brought to establish or enforce a right to indemnification under this Agreement or otherwise required or mandated to be permitted by applicable law; and

(f) Any indemnification which is prohibited, and only to the extent so prohibited, by applicable law.

3. Pro Rata Indemnification.

If Indemnitee is entitled under this Agreement to indemnification by Indemnitor for some or a portion of the expenses, judgments, fines, penalties, or settlements actually incurred in the investigation, defense, appeal, or settlement of any proceeding or threatened proceeding, but not, however, for the total amount thereof, Indemnitor shall nevertheless indemnify Indemnitee for that portion of the expenses, judgments, fines, or penalties for which Indemnitee is entitled to indemnification.

4. Notice.

(a) Indemnitee shall, as a condition precedent to the right to be indemnified under this Agreement, give the Indemnitor notice in writing as soon as practicable of the commencement or threatened commencement of any proceeding against Indemnitee which may reasonably give rise to indemnification under this Agreement. In addition, Indemnitee shall give Indemnitor any information and cooperation regarding the proceeding or threatened proceeding as it may reasonably require and as shall be within Indemnitee's power.

(b) If, at the time of the receipt of a notice of a claim pursuant to Section 4(a) of this Agreement, Indemnitor has any liability insurance of any kind whatsoever in effect which may cover all or a portion of Indemnitor's liability hereunder, Indemnitor shall give prompt notice to such insurer(s) in accordance with the procedures set forth in such policy(ies). The Indemnitor shall thereafter take all necessary and desirable actions to cause the insurers to pay, on behalf of Indemnitee, all amounts payable as a result of the proceeding or threatened proceeding in accordance with the policy's(ies') terms.

(c) If, at the time of the receipt of a notice of a claim pursuant to Section 4(a) of this Agreement, Indemnitor has any other indemnitor of any kind whatsoever which may cover all or a portion of Indemnitor's liability hereunder, other than the Indemnitor that is a party to this Agreement, and other than insurance pursuant to Section 2(b), Indemnitor shall give prompt notice to such indemnitor(s) in accordance with the procedures set forth in the indemnitor's agreement(s) with such indemnitor(s). The Indemnitor shall thereafter take all necessary and desirable actions to cause such indemnitor(s) to pay, on behalf of Indemnitee, all amounts payable as a result of the proceeding or threatened proceeding in accordance with the terms of the Indemnitee's agreement(s) with such indemnitor(s).

(d) All Notices given to another party to this Agreement shall be made and given to the person(s) or address below, by U.S. postal mail, first class certified mail, or by trackable express delivery (e.g., FedEx, UPS, DHL).

Notices to Indemnitor:

Notices to Indemnitee:

5. Indemnification Procedures.

Subject to the Advancement of Expenses provisions of Section 7 of this Agreement, any indemnification provided for under this Agreement shall be paid no later than _____ (_____) days after receipt of Indemnitee's written demand pursuant to Section 5 of this Agreement. If a claim under this Agreement is not paid in full by Indemnitor within _____ (_____) days after a written request for payment has first been made to Indemnitor, Indemnitee may, but need not, at any time thereafter, bring an action against Indemnitor to recover the unpaid amount of the claim, and shall also be entitled to be paid for the reasonable expenses of such an action.

6. Assumption of Defense.

In the event Indemnitor shall be obligated under this Agreement to indemnify Indemnitee, Indemnitor [(Choose one: shall / shall not)] be entitled to assume the defense of the proceeding or threatened proceeding, with legal counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of counsel by Indemnitee, and the

retention of counsel by Indemnitor, Indemnitor shall not be liable to Indemnitee for any fees of counsel subsequently incurred by Indemnitee with respect to the same proceeding, provided that:

(i) Indemnitee shall, at its own expense, have the right to employ personal counsel in any proceeding; and

(ii) If (A) the employment of counsel by Indemnitee has been previously authorized by the Indemnitor, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Indemnitor and Indemnitee in the conduct of any defense, or (C) the Indemnitor shall not, in fact, have employed counsel to assume the defense of a proceeding or threatened proceeding, then the fees and expenses of Indemnitee's counsel shall be borne by Indemnitor.

7. Advancement of Expenses.

Indemnitor [(Choose one: shall / shall not)] be required to advance all expenses incurred by Indemnitee in connection with the investigation, defense, settlement, or appeal of any proceeding or threatened proceeding prior to its final disposition, upon receipt by Indemnitor of an undertaking by or on behalf of Indemnitee to repay Indemnitor any amounts advanced if it shall be determined ultimately that Indemnitee is not entitled to indemnification by Indemnitor hereunder, and provided that Indemnitee offers reasonably proof of the ability to repay the advanced amounts under the circumstances. Expense advances to be made hereunder shall be paid by Indemnitor to Indemnitee within thirty (30) days following delivery of a written request for advancement of expenses by Indemnitee to Indemnitor providing reasonable detail as to the nature of the expenses required to be advanced.

8. Cumulative Rights.

The right of indemnification provided in this Agreement shall be in addition to any rights to which Indemnitee may otherwise be entitled, and shall inure to the benefit of the Indemnitee's successors, assigns, executors, or administrators. Indemnitee shall have the right to select its own attorney(s) and other experts and advisors.

9. Execution of Additional Documents.

The Parties agree to promptly execute and deliver such documents which are reasonably required to be executed by a Party to effectuate this Agreement.

10. Entire Agreement.

This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representation, warranty, promise, or

condition not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

11. Amendments.

The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

12. Severability.

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

13. Headings.

The heading in this Agreement are for convenient reference only and shall not limit or otherwise affect any of the terms of this Agreement.

14. Choice of Law.

This Agreement shall be interpreted in accordance with the laws of the State of _____ and of the United States of America applicable to contracts executed and performed entirely therein, without regard to conflicts of law provisions.

15. Disputes.

Any dispute concerning this Agreement or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of the County (Parish) of _____, State of _____.

16. Counterparts; Effectiveness.

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

INDEMNITOR: _____

By (Signature): _____

By (Print Name): _____

Its (Title): _____

Date Executed: _____

INDEMNITEE: _____

By (Signature): _____

By (Print Name): _____

Its (Title): _____

Date Executed: _____