

General Indemnity Contract for Corporate Transactions

This General Indemnity Agreement ("Agreement") is entered into as of

("Effective Date") by and between:

Indemnitor:

Address:

Indemnitee:

Address:

1. Indemnity

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all losses, liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Any breach of this Agreement by the Indemnitor;
- Any negligence, willful misconduct, or violation of applicable law by the Indemnitor; and
- Any third party claims related to the corporate transaction described herein.

2. Limitation of Liability

The obligations of Indemnitor under this Agreement shall not apply to the extent that such losses or claims arise from the gross negligence or willful misconduct of the Indemnitee.

3. Notice of Claim

The Indemnitee shall promptly notify the Indemnitor in writing of any claim, demand, action, or proceeding for which indemnification may be sought under this Agreement.

4. Defense of Claims

The Indemnitor shall, at its own expense, assume the defense of any claim subject to indemnification herein. The Indemnitee may participate in such defense with counsel of its own choosing at its own expense.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

(state/jurisdiction), without regard to its conflict of law principles.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

7. Execution

IN WITNESS WHEREOF, the parties hereto have executed this General Indemnity Agreement as of the date first written above.

Indemnitor

Date

Indemnitee

Date