

Professional Services Indemnity Clause Template

1. Indemnity

The Consultant agrees to indemnify, defend, and hold harmless the Client and its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or resulting from:

- (a) any negligent, unlawful, or willful act or omission of the Consultant in connection with the performance of the Services;
- (b) any breach by the Consultant of any term, condition, representation, or warranty set forth in this Agreement;
- (c) the infringement or alleged infringement of any intellectual property rights in connection with the Consultant's provision of the Services, except to the extent such infringement arises from materials or information provided by the Client.

2. Limitation

The Consultant's liability under this clause shall not extend to any losses, damages, or expenses to the extent that they are directly caused by the negligence or willful misconduct of the Client.

3. Notification and Defence

The Client shall promptly notify the Consultant in writing of any claim or suit brought against the Client in respect of which indemnity may be sought under this Agreement. The Consultant shall be entitled, at its own expense, to participate in and, to the extent that it so wishes, to assume the defense of any such claim or proceeding.

4. Survival

This indemnity shall survive the termination or expiry of this Agreement.