

# Asset Purchase Indemnity Agreement

This Indemnity Agreement (the "Agreement") is made as of **[Date]**, by and between **[Seller Name]**, (the "Indemnifier" or the "Seller") and **[Buyer Name]**, (the "Indemnatee" or the "Buyer") (collectively, the "Parties").

## 1. Background

Pursuant to that certain Asset Purchase Agreement dated **[Date of Asset Purchase Agreement]**, the Seller has agreed to sell and the Buyer has agreed to purchase certain assets as described therein ("Purchased Assets").

## 2. Indemnity

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

- Any breach by the Seller of any representation, warranty, covenant, or agreement contained in the Asset Purchase Agreement;
- Any liabilities or obligations relating to the Purchased Assets arising prior to the Closing Date; and
- Any claim by any third party relating to acts or omissions of the Seller prior to the Closing Date.

### 3. Notice of Claim

The Buyer shall give the Seller prompt written notice of any claim, demand, or action which may give rise to a claim for indemnification under this Agreement.

## 4. Duration

This indemnity shall survive the closing of the Asset Purchase Agreement and shall remain in effect for a period of **[Number]** years from the Closing Date.

## 5. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]**.
- This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
- No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Seller Name]

Indemnifier/Seller

[Buyer Name]

Indemnatee/Buyer

