

Directors and Officers Indemnity Agreement

This Directors and Officers Indemnity Agreement ("Agreement") is made as of **[Date]** by and between **[Company Name]**, a corporation incorporated under the laws of **[Jurisdiction]**, with its principal office at **[Address]** ("Company"), and **[Name of Director/Officer]** ("Indemnitee").

1. Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Indemnitee against any and all expenses (including legal fees), claims, liabilities, judgments, fines, and amounts paid in settlement arising out of any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative ("Proceeding"), by reason of the fact that Indemnitee is or was a director or officer of the Company.

2. Advancement of Expenses

Expenses incurred by Indemnitee in connection with any Proceeding shall be paid by the Company in advance upon receipt of an undertaking by or on behalf of Indemnitee to repay such amount if it shall ultimately be determined that Indemnitee is not entitled to be indemnified under this Agreement.

3. Exclusions

The Company shall not be obligated to indemnify Indemnitee for any claims:

- For which indemnity is prohibited by applicable law;
- Arising from acts of gross negligence, fraud, or willful misconduct;
- In respect of any remuneration to which the Indemnitee is not legally entitled.

4. Notice and Defense of Claim

Indemnitee shall promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding. The Company may assume the defense of any such Proceeding, provided that Indemnitee shall have the right to employ separate counsel.

5. Duration and Survival

This Agreement shall continue as long as Indemnitee may be subject to any Proceeding by reason of the fact that Indemnitee is or was a director or officer of the Company, whether or not Indemnitee is serving in such capacity at the time any Proceeding is initiated.

6. Miscellaneous

1. **Governing Law:** This Agreement shall be governed by the laws of **[Jurisdiction]**.
2. **Amendment:** Any amendment must be in writing and signed by both parties.
3. **Entire Agreement:** This document constitutes the entire agreement between the parties relating to the subject matter herein.

_____ Authorized Signatory
[Company Name]

_____ Indemnitee
[Name]

Important Notes:

- This agreement should be tailored to comply with local laws and regulations.
- Indemnity may not cover acts of fraud, dishonesty, or criminal behavior.
- Insurance may be obtained to cover indemnified risks.
- Consult legal counsel when drafting or executing such agreements.