

# INDEMNITY UNDERTAKING

## For Directors

This Indemnity Undertaking ("Undertaking") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Mr./Ms. \_\_\_\_\_, having address at \_\_\_\_\_ ("Director").

WHEREAS, the Director has been appointed/elected as a Director on the Board of \_\_\_\_\_ Private Limited, having its registered office at \_\_\_\_\_ ("Company").

NOW THEREFORE, in consideration of being appointed/elected as a Director and for other good and valuable consideration, the Director hereby irrevocably and unconditionally undertakes in favour of the Company as follows:

- Indemnity:** The Director shall indemnify and keep indemnified the Company and its officers, employees, and agents from and against any and all losses, damages, liabilities, claims, actions, costs, or expenses (including legal fees) which may arise directly or indirectly as a result of any action, decision or omission on the part of the Director in the course of acting as a Director, provided such action, decision, or omission is not due to wilful misconduct, fraud or gross negligence.
- Conduct of Proceedings:** The Company shall promptly notify the Director of any claim or action that may require indemnification under this Undertaking and allow the Director to participate in the defence thereof.
- Continuing Obligation:** This Undertaking shall remain in force during the Director's™ tenure and shall survive the cessation of the Directorship in respect of matters arising during the tenure.
- Governing Law:** This Undertaking shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

IN WITNESS WHEREOF, the Director has executed this Undertaking on the date first written above.

\_\_\_\_\_  
**Director**

Name: \_\_\_\_\_

\_\_\_\_\_  
**For and on behalf of  
the Company**

Authorized Signatory

### Important Notes:

- This format is a general template and may require customization as per specific company policies or legal requirements.
- Ensure the undertaking does not go against any statutory provisions or Articles of Association of the Company.
- Legal advice is recommended before execution of such document.
- The scope and limitations of indemnity must be clearly articulated to protect both parties.
- Stamp duty, if applicable, should be paid as per local laws.