



## INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is entered into as of the last date written here below by and between Investorside Research Association (the “**Association**”), a D.C. non-profit corporation located at 5 Hanover Square, 2nd Floor, New York, NY 10004 and \_\_\_\_\_ (the “**Member**”), a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_.

### WITNESSETH:

**WHEREAS**, Member has been accepted by the Association as a member thereof;

**WHEREAS**, the Member is permitted to use certain trademarks or service marks of the Association (the “**Trademarks**” and the “**Service Marks**”) as long as Member remains a member in good standing of the Association, follows the guidelines for usage of the Trademarks and Service Marks adopted by the Association, and agrees to indemnify the Association from any third-party claims against the Association that may arise by virtue of the Member’s use of the Trademarks or Services Marks; and

**WHEREAS**, the Member (also the “**Indemnifying Party**”) therefore wishes so to indemnify the Association (also the “**Indemnified Party**”)

**NOW, THEREFORE**, in consideration of the mutual benefits contained herein, **IT IS HEREBY AGREED:**

### 1. Indemnification.

1.1. *Third-Party Claims.* The Indemnifying Party shall indemnify and hold harmless the Indemnified Party, as well as the Indemnified Party’s officers, directors, members, employees and agents (herein collectively referred to as “Indemnified Parties”), from and against any and all suits, actions, claims, losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) incurred by, borne by or asserted by a third party against any of the Indemnified Parties in any way relating to, arising out of or resulting from any use by the Indemnifying Party of the Trademarks or Service Marks.

1.2. *Notice and Defense.* The Indemnified Parties agree to promptly notify the Indemnifying Party in writing of any such claim or suit within ten (10) Business Days that the pleading, demand letter, or other notice is served upon Indemnified Parties; and agrees to cooperate in a reasonable manner with Indemnifying Party and at the Indemnifying Party’s expense, with respect to the defense and disposition of such claim. Indemnifying Party shall have control of the defense or settlement; provided, however, that the Indemnifying Party shall not enter into any settlement that obligates the Indemnified Parties to take any action or incur any expense without such Indemnified Parties’ prior written consent, and further provided that the Indemnified Parties shall have the right to be represented by independent counsel of their own choosing, at their own expense, in connection with such claim or suit. If the Indemnifying Party fails to defend such suit, then the Indemnified Parties, through counsel of their own choice, shall, at the expense of the Indemnifying Party, shall have the right to conduct the defense of such claim; provided however that the Indemnified Parties shall not enter into any settlement that obligates the Indemnifying Party to take any action or incur any expense without the Indemnifying Party’s prior written consent.

1.3. *Survival.* This section 1 shall continue in full force and effect for a period of five (5) years after the Indemnifying Party ceases to be a member of the Association.

**2. Miscellaneous.**

2.1. *Successors and Assigns.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

2.2. *Notice.* Whenever notice is required or permitted hereunder the Member shall give notice to the Association by a recognized overnight courier service such as Federal Express, UPS or DHL, with signature required. The Notice shall be addressed to Investorside Research Association, Attn: Indemnification, 1050 Connecticut Ave., NW, Suite 1250, Washington, D.C. 20036.

2.3. *Governing Law.* This Agreement shall be governed by and construed under the laws of the District of Columbia without reference to principles of conflict of laws or choice of laws.

2.4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.5. *Attorneys' Fees.* If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or any of the agreements contemplated herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

2.6. *Amendments and Waivers.* Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Member and the Association.

2.7. *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

2.8. *Entire Agreement.* This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.

In Witness Whereof, the undersigned, having full power and authority to bind their respective principals, have executed this Agreement as of the dates shown below.

**INVESTORSIDE RESEARCH ASSOCIATION**

**CERTIFIED PROVIDER MEMBER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_