

## 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 61 Broadway, c/o Argus Research, Suite 1910, New York, NY 10006 and \_\_\_\_\_ (the “**Member**”), a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_.

### WITNESSETH:

**WHEREAS**, the 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**”, collectively, the “**Trademarks**”) as long as Member remains a member in good standing of the Association, follows the guidelines for usage of the Trademarks 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; 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. Trademarks License.

- a. *Trademarks License.* Association hereby grants to Member a license to use the Trademarks set forth on **Exhibit A**, including any future modifications to existing Trademarks, as well as future Trademarks, registered to the Association, as long as Member (i) remains a member in good standing of the Association, and (ii) follows the guidelines for usage of Trademarks adopted by the Association and attached hereto as **Exhibit B**, including any future modifications thereof which may occur from time to time.

### 2. Indemnification.

#### *Third-Party Claims.*

- (a) Member hereby agrees to indemnify and hold harmless Association and its directors, members, officers, employees and agents, from and against any and all claims, damages, liabilities, judgments, awards, costs, losses and expenses (including reasonable legal fees) resulting from the use or any misuse of the Trademarks or breach of the license granted hereunder by Member.
- (b) Association hereby agrees to indemnify and hold harmless Member and its directors, officers, employees and agents, from and against any and all claims, damages, losses and expenses (“**Losses**”)

resulting from third party claims that the grant of the license or the use of the Trademarks infringes or violates third party intellectual property rights; provided, however, Association shall have no liability for any Losses to the extent (x) resulting from Member's breach of the provisions of this Agreement, or (y) to the extent arising from Member's gross negligence or willful misconduct.

- (c) *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.
- (d) *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.

### **3. Miscellaneous.**

- a. *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.
- b. *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.
- c. *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.
- d. *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.
- e. *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.

- f. *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.
- g. *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.
- h. *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.
- i. *Press Release.* Within 30days of Member's approval and acceptance by Association, Member agrees to work with Association in good faith to issue a mutually agreed upon joint press release announcing the Member's participation with Association.

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: \_\_\_\_\_



**Exhibit A.**

**Trademarks and Service Marks**

**1.**



**Investorside Research Association Registered Trademark and Logo**

**2.**



**Investorside® Certified Research Provider Seal**

**Additional Trademarks:**

**3. "Investorside® Certified Research Provider"**

**4. "Investorside®"**

**5. "Investorside"**

**6. "Investorside Research Association"**

## **Exhibit B.**

### **Guidelines for usage of the Trademarks and Service Marks adopted by the Association**

#### **Certified Provider Seal**



1. Association examines and certifies that Member is free of investment banking conflicts. Association maintains a robust and ongoing certification process that includes a thorough review of Member research and marketing materials and an attestation that Member provides no investment banking services.
2. Member may under no circumstances use Trademarks to misrepresent themselves to investors as free of investment banking.
3. Member is qualified to use Trademarks pursuant to Association rules only in connection with marketing Member's investment research products and services.
4. Member will be linked from [www.investorside.org](http://www.investorside.org) so that consumers of investment research and services may identify Member as an Investorside® Certified Research Provider.
5. Use of Trademarks are subject to a re-certification process every three years. Re-certification must be obtained for the continuing right to use Trademarks.
6. Trademarks, including the Certified Provider Seal, may be placed next to the standard research disclaimer found on investment research.
7. Trademarks, including the Certified Provider Seal, may not be modified in any way without the express written consent of the Investorside Research Association.
8. Trademarks, including the Certified Provider Seal, may be included on Member's website and investment research products while the Member is in good standing with the Investorside Research Association only as stated in *Section 1 - Trademark License* above.
9. Trademarks, including Certified Provider Seal, must also be accompanied by the words "Investorside® Certified Research Provider", and, if included on Member website, include a hyperlink back to the Investorside Research Association website - [www.investorside.org](http://www.investorside.org) home page.