

PHEOWL LTD– INDEMNIFICATION CLAUSE

The Partner agrees to indemnify, defend, and hold harmless PHEOWL LTD, its affiliates, directors, officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with:

- **Breach of Agreement:** Any breach or violation by the Partner of the terms and conditions of this Agreement.
- **Misuse of Intellectual Property:** Any unauthorized use or infringement of PHEOWL LTD's intellectual property, including trademarks, logos, designs, and other proprietary materials.
- **Misrepresentation or Negligence:** Any misrepresentation or negligence in the Partner's promotional activities, marketing materials, or communications with third parties regarding PHEOWL LTD's services.
- **Violations of Law:** Any violation by the Partner of applicable laws, including but not limited to, advertising laws, intellectual property laws, data protection laws (such as GDPR), and consumer protection laws.
- **Third-Party Claims:** Any claims, losses, or damages arising from third parties resulting from the Partner's actions or omissions.

Indemnification by PHEOWL LTD

PHEOWL LTD agrees to indemnify, defend, and hold harmless the Partner from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with:

- **Breach of Agreement:** Any breach or violation by PHEOWL LTD of the terms and conditions of this Agreement.
- **Misuse of Third-Party Intellectual Property:** Any claims arising from PHEOWL LTD's use of third-party intellectual property that is provided to the Partner for use in connection with the Affiliate/Partner Program.
- **Negligence or Misrepresentation by PHEOWL LTD:** Any misrepresentation, negligence, or wrongful act by PHEOWL LTD that leads to claims from third parties or the Partner.

Procedures for Indemnification

In the event of any claim or legal action for which a party seeks indemnification under this clause, the following procedures shall apply:

- **Notice:** The indemnified party must promptly notify the indemnifying party of any claim, lawsuit, or proceeding.
- **Control of Defense:** The indemnifying party shall have the right to assume control of the defense of any claim or legal action, including the choice of legal counsel. The indemnified party may, at its own expense, participate in the defense with counsel of its own choosing.
- **Cooperation:** The indemnified party agrees to cooperate with the indemnifying party in the defense of the claim, including providing reasonable access to documents and information.

No Limitation of Liability

The indemnification obligations under this clause are in addition to, and do not limit, any other liabilities or responsibilities that either party may have under this Agreement or applicable law.



Rahat Al Meem
CEO & Founder