



Specific Brexit Indemnity

[Party A] shall fully indemnify, defend and hold [Party B] harmless from and against any and all direct and indirect losses, costs and expenses (including reasonable legal fees) suffered by [Party B] as a result of any Brexit Event having a negative impact on the rights and remedies of [Party B] under this agreement.

A Brexit Event shall not terminate or alter (or give [Party A] a right to terminate or alter) this agreement or invalidate any of its terms or discharge or excuse performance under it. For the avoidance of doubt, in no circumstances shall any consequences of Brexit give rise to an event of force majeure which would excuse [Party A] from performance under this agreement.

“**Brexit**” means the United Kingdom withdrawing its membership from the European Union, thus ceasing to be a member state.

“**Brexit Event**” means any of the following events, to the extent caused by Brexit:

- (i) a change to or the imposition of any law or other requirement of any regulatory body which a party must comply with, whether in the UK or elsewhere;
- (ii) in any jurisdiction, the loss of, a change to, or the imposition of a new requirement for any license or consent required by the customer to purchase or use goods and/or services;
- (iii) in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of goods or provision of services across borders;
- (iv) where the price for the goods and/or services has been agreed in Euro, a change to the rate of the exchange of sterling against the Euro since the date of the order. The rate of exchange for these purposes shall be the daily spot exchange rate published by the Bank of England;
- (v) an unforeseeable change (at the date of the relevant agreement) to the business or economic environment in which [Party B] operates which is not caused by (i) to (iv) above.

Disclaimer

This clause is not suitable for all agreements and will not "Brexit-proof" any agreement. It suggests one possible approach to certain Brexit-related risks and will, in each case when it is used, require customizing for the relevant purpose and context.

If you have any questions or need assistance with Brexit related issues, please contact:

Mikael Karlsson
Partner

mikael.karlsson@mollwenden.se

+46 703 26 65 35