

LETTER OF INDEMNITY

To: _____

Recitals:

From:

WHEREAS the Vessel (the "Vessel") is currently located at _____; AND WHEREAS the Recipient has requested the Provider to allow the Vessel to be moved, handled, or otherwise operated in a manner that may expose the Recipient to certain liabilities; AND WHEREAS the Provider agrees to provide an indemnity to the Recipient subject to the terms and conditions herein.

1. Indemnity and Liability:

The Provider hereby irrevocably and unconditionally undertakes to indemnify and hold harmless the Recipient and its affiliates, officers, directors, employees, agents, and insurers from and against all losses, claims, damages, liabilities, costs, and expenses (including legal fees and expenses on an indemnity basis) arising out of or in connection with the movement, handling, or operation of the Vessel as requested, except to the extent caused by the Recipient's gross negligence or wilful misconduct.

2. Scope of Indemnity:

This indemnity includes, without limitation, liabilities arising from damage to the Vessel, damage to property, personal injury, environmental claims, pollution, fines, penalties, and any legal actions or proceedings relating thereto.

3. Obligations of the Recipient:

The Recipient shall exercise reasonable care and skill in the handling and operation of the Vessel but shall not be liable for any loss or damage unless caused by their gross negligence or wilful misconduct.

4. Duration of Indemnity:

This indemnity shall remain in full force and effect from the date of execution of this Letter of Indemnity until the completion of the requested movement and handling operations.

5. Governing Law and Jurisdiction:

This Letter of Indemnity shall be governed by and construed in accordance with the laws of Australia. Any dispute arising out of or in connection with this Letter of Indemnity shall be subject to the exclusive jurisdiction of the courts of Australia.

6. Severability:

If any provision of this Letter of Indemnity is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

7. Entire Agreement:

This Letter of Indemnity constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

8. Counterparts and Execution:

This Letter of Indemnity may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures sent by electronic means shall be deemed valid and binding.

PROVIDER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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