

**FORM: INDEMNITY**

**Indemnity for infringements that are not Copyright Act Infringements (as defined in Yahoo!’s Intellectual Property Rights Policy)**

*Please enclose this indemnity (to be completed by the complainant) together with the Notice of Infringement.*

To: Yahoo! Asia Pacific Pte. Ltd.  
60 Anson Road  
#13-01 Mapletree Anson  
Singapore 079914

1. The undersigned hereby agrees to indemnify and hold Yahoo! Asia Pacific Pte. Ltd., and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents, co-branders or other partners, and employees (collectively, “the indemnities”), harmless from any claim or demand, including legal expenses on a full indemnity basis, made by any third party in connection with or arising out of any action that Yahoo! Asia Pacific Pte. Ltd. or any indemnitee takes at or pursuant to the request of the undersigned as set out in, or otherwise in reliance on, the Notice of Infringement served together with this indemnity.
2. The Contracts (Rights of Third Parties) Act (Cap. 53B) shall apply to this indemnity, save that no consent from any indemnitee is required for Yahoo! Asia Pacific Pte. Ltd. and the undersigned to vary or rescind this indemnity (whether or not in a way that varies or extinguishes any rights or benefits in favour of any indemnitee). The undersigned further acknowledges that the indemnitees are intended to be third-party beneficiaries of this indemnity, each of whom may enforce, severally and in its own right, this indemnity.
3. This indemnity (including but not limited to any questions or disputes as to its existence, validity and enforceability) shall be in all respects subject to, governed by and construed in accordance with the laws of Singapore.
4. The undersigned hereby submits to the non-exclusive jurisdiction of the courts of Singapore for the purposes of all proceedings in connection with or arising out of this indemnity, including but not limited to any proceedings by any indemnitee in enforcing this indemnity. The undersigned further undertakes and agrees not to dispute or otherwise raise any issue as to the enforceability of any order or judgment (whether final or interlocutory in nature) made by the courts of Singapore in connection with or arising out of this indemnity that is obtained by Yahoo! Asia Pacific Pte. Ltd. or any indemnitee.

Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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

For and on behalf of: \_\_\_\_\_

(name of complainant, where applicable)