

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is effective as of [REDACTED], 2020 by and between FCA US LLP ("FCA US"), and [REDACTED] (the "Company" or "Indemnitee"). The term of this Agreement shall be from the Effective Date to the first anniversary following the date of the last Recall Service performed.

1. FCA shall indemnify, hold harmless, and defend Indemnitee, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs or expenses of any kind, incurred by Indemnitee ("Losses"), resulting from any bodily injury, death of any person, or damage to real or other property at Indemnitee's premises located at [REDACTED], and relating to the recall campaigns (R25, R26, R37, R49, S14, S15, S43, S92, U01, and V01), as approved by FCA, are performed ("Recall Services"). Except as expressly set forth in this Agreement, FCA shall not have any other obligation to indemnify, hold harmless, and defend Indemnitee. Notwithstanding anything to the contrary, FCA shall not be obligated to indemnify, hold harmless or defend Indemnitee against any claim relating to Indemnitee's, its employees', or subcontractors': (a) negligence, recklessness or willful misconduct; or (b) the performance of Recall Services that do not conform to the then-current usage instructions, guidelines, specifications provided by FCA or its authorized personnel.

2. Indemnitee shall give FCA written notice ("Notice") of any Losses as to which Indemnitee intends to request indemnification ("Claim") within 14 calendar days of the event giving rise to the Claim. Within 21 business days after receipt of a Notice, FCA may assume, at its sole option, control of the defense, appeal, or settlement of any Claim that is reasonably likely to give rise to an indemnification Claim by sending written notice of such assumption and acknowledging responsibility for the defense of such Claim, and to undertake, conduct, and control, at FCA's sole cost and expense, the settlement or defense thereof. If FCA assumes control of the defense then Indemnitee shall fully cooperate with FCA in connection therewith; and may employ, at any time, separate counsel to represent it, provided, that Indemnitee shall be solely responsible for the costs and expenses of any such separate counsel. Indemnitee shall not settle or compromise any Claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of FCA. **IN NO EVENT SHALL FCA'S AGGREGATE LIABILITY RELATING TO ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT OR TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY IN CONNECTION WITH THE RECALL SERVICES DURING THE TERM OF THE AGREEMENT.**

3. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee party if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient party, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the addresses indicated on the signature page (or at such other address for a party as shall be specified in a further notice as provided herein).

4. This Agreement and all matters relating thereto are governed by, and construed in accordance with, the laws of Michigan, without giving effect to any conflict of laws provisions thereof, and each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts in Michigan, and waives any objection thereof. Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. There are no third party beneficiaries under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives as of the date first set forth above.

FCA US LLC

Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_