

INDEMNIFICATION AGREEMENT

THE UNDERSIGNED:

The association incorporated under Dutch Law 'Reseaux IP Europeens Network Coordination Centre', registered and with offices in Amsterdam (1016 AB) at Singel 258, lawfully represented by, hereinafter RIPE NCC,
and
Mr./Ms....., member of the Executive Board, hereinafter Director,

WHEREAS:

- The objectives of RIPE NCC are to perform (i) Registration Activities, related to the role of the association as Regional Internet Registry for Europe and surrounding areas; (ii) Co-ordination Activities, including the support of the coherent operation of the Internet in the European Area; (iii) Administration Activities, including all regular reports, administrative support as well as general administrative overhead which cannot be clearly attributed to a specific activity; and (iv) New Activities, including all activities which are necessary to react to the rapidly changing world of the Internet;
- Director, in concert with the other members of the Executive Board, is entrusted with the management of the association;
- RIPE NCC has concluded a director's liability insurance providing coverage for directors against personal liability in connection with acts or omissions in their capacity as director;
- In addition to this insurance RIPE NCC wishes to provide its directors with an indemnification;
- the parties wish to enter into an agreement in order to clearly delineate aforementioned indemnification;

AGREE AS FOLLOWS:

Article 1: Indemnification

RIPE NCC indemnifies Director, irrevocably and unconditionally, for all third party claims relating to acts or omissions in his capacity as director of RIPE NCC, except for (uninsured) acts or omissions which are intentional or grossly negligent (opzet of bewuste roekeloosheid) or acts or omissions which constitute a serious fault (ernstig verwijtbaar) on his part.

In any event acts or omissions in contravention of articles 2:9 (fulfilment of directors' duties), 10 (obligation to keep books) or 394 (filing and publication of accounts) of the Dutch Civil Code ("DCC") will be regarded as such serious faults. Acts or omissions leading to liability based on article 2:50a in conjunction with 2:138 and 2:139 DCC or based on a failure to give notice of an inability to pay (betalingsonmacht) based on tax and social security legislation will also be considered equivalent to such serious faults.

Indemnification is limited to reasonable costs of defence and any sums payable by Director pursuant to a court decision or pursuant to a settlement agreement which has been approved by RIPE NCC in advance.

Article 2: Claim and waive of right

Director will be entitled to claim under this indemnity until a Dutch court has irrevocably decided that:

- i. his/her acts or omissions may be considered as serious fault (including intentional or grossly negligent acts or omissions) in relation to RIPE NCC;
- ii. his/her acts or omissions may be considered as intentional or grossly negligent acts or omissions in relation to any third party.

In both events Director shall reimburse any payments made by RIPE NCC in respect of such acts or omissions hereunder.

Conditional upon the aforementioned reservations, RIPE NCC hereby agrees to waive its right to claim from Director.

Article 3: Knowledge of liability

If at the time this indemnity was granted Director knew or without any research should have known that a basis for liability already existed and he/she did not notify RIPE NCC before or at provision of this indemnity thereof, Director will not be entitled to invoke any of the rights he/she has based on this indemnity.

Article 4: Applicable law and Competent Court

This agreement is exclusively governed by Dutch law. Any dispute arising from this agreement shall be submitted exclusively to the competent court in the district of Amsterdam.

Thus agreed and signed in duplicate in _____ on _____

RIPE NCC

Director