
English to Chinese: INDEMNITY CLAUSE

Source text – English

The Company agrees with XXX Bank (for itself and on trust for each of the Indemnified Persons) that the Company shall indemnify and hold harmless the Indemnified Persons from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses arising out of or in connection with the Engagement or any other matter or activity referred to or contemplated by the Engagement Letter or which arise out of any breach by the Company of any of its obligations or duties or any warranties it may be deemed to have given under the terms of the Engagement Letter, which any Indemnified Person may suffer or incur in any jurisdiction and all costs and expenses incurred by any Indemnified Person shall be reimbursed by the Company promptly on demand, including those incurred in connection with the investigation of, preparation for or defense of, any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto, **provided that** the Company will not, except in relation to Communications, be responsible for any liabilities, losses, damages, costs or expenses which are finally determined by an award of an arbitral tribunal of competent jurisdiction to have resulted from the fraud, wilful default or gross negligence on the part of the Indemnified Person, and sums already paid by the Company under this indemnity but which fall within this proviso shall be reimbursed in full.

Translation – Chinese

公司与 XXX 银行（为其自身并受托为各被赔偿人）约定，公司应就因聘用一事或聘用函中所提及或拟议的任何其他事项或活动所导致的或与此有关的，或因公司违背其在聘用函项下的任何义务或职责或其被认为在聘用函中做出的任何保证而导致的，被赔偿人在任何司法辖区所可能遭受或承担的一切索赔、诉讼、法律程序、要求、债务、损失、损害、费用和开支赔偿各被赔偿人并使其免受损害，并且一经被赔偿人要求，公司应立即将被赔偿人发生的全部费用和开支偿付给被赔偿人，包括为任何未决或可能提起的本赔偿条款范围内的诉讼或索赔的调查、准备或抗辩或任何附带事宜而发生的费用和开支，**但前提是**，除与通讯有关的义务外，对于被有管辖权的仲裁庭最终裁决为系由被赔偿人的欺诈、故意失责或重大过失导致的任何债务、损失、损害、开支或费用，公司将概不负责，并且，如果公司根据本赔偿条款已支付的款项属于本但书所规定的情形，被赔偿人应将款项全额退还。