



**INDEMNITY AGREEMENT BY THE PARENT
CORPORATION FOR WHOLLY OWNED OR
MAJORITY OWNED SUBSIDIARY**

State Form 36472 (R8 / 11-12) / Form SI-4

WORKER'S COMPENSATION BOARD OF INDIANA

402 West Washington Street, Room W196

Indianapolis, Indiana 46204-2753

www.in.gov/workcomp

INSTRUCTIONS: Use a separate form for each subsidiary to be indemnified. Do not alter or modify.

KNOW ALL MEN BE THESE PRESENTS, THAT _____

(Name of Parent Company)

corporation, organized and existing under and by virtue of the laws of the State of _____

do hereby guarantee payment of the compensation, provided for under the compensation provisions of the Worker's
Compensation and Occupational Diseases Acts of the State of Indiana, and in the event that said _____

(Name of Subsidiary)

_____ shall not pay or cause to be direct to its employees the compensation
due or that may become due under said Acts, then the undersigned parent corporation covenants and agrees that it will
pay to all such employees of the named subsidiary such compensation, including a reasonable attorney fee incurred by
said employees in any action brought on this agreement, with the express agreement and understanding as a condition
precedent to the execution and acceptance of this agreement, that it is, for the benefit of all unknown and unnamed
employees of said named subsidiary, and that said employees are hereby empowered and authorized to maintain direct
action on this agreement and that the parent corporation does recognize this agreement as a direct financial guarantee
to said employees or the dependents of a deceased employee; that the parent corporation shall have a right to cancel
and terminate this agreement at any time upon giving the named subsidiary and the Worker's Compensation Board of
Indiana at least SIXTY (60) DAYS written notice of its intent to cancel. Such cancellation shall not affect its liability as to
any compensation for injuries occurring prior to TEN (10) DAYS after the date of cancellation specified in such notice.

PROVIDED HOWEVER, that cancellation of this indemnity agreement shall be allowed only upon the presentation of
proof of the financial ability of the subsidiary to pay compensation direct and upon the approval of the Worker's
Compensation Board of Indiana. The liability of the parent corporation as a result of this Indemnity Agreement shall not
terminate except-upon order of the Board.

This agreement shall be effective as of the _____ day of _____ 20 _____ .

Executed at _____ this _____ day of _____ 20 _____ .

FOR PARENT CORPORATION:

Signature

Printed name

Title

ATTESTED BY:

Signature of Corporate Secretary

Printed name

(Seal)