

INDEMNIFICATION AGREEMENT

THIS MASTER INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2021, by and among **THE WISCONSIN STATE ASSEMBLY** (the "Assembly"), and **CONSULTARE LLC**, a Wisconsin limited liability company, by and through its President, Michael J. Gableman in his individual capacity (collectively, "Gableman", and together with the Assembly, the "Parties" and each a "Party") and shall constitute a binding contract for indemnification of Gableman by the Assembly with respect to the liabilities of Gableman described herein.

RECITALS

A. Gableman has agreed with the Assembly to act as the Coordinating Attorney or Special Counsel with respect to the Assembly's inquiry and investigation of potential irregularities and/or illegalities connected to the 2020 November election in Wisconsin (the "Inquiry"), pursuant to that certain Independent Contractor Agreement attached hereto as Exhibit A (the "IC Agreement").

B. The nature and subject of the Inquiry and Gableman's position as the Coordinating Attorney or Special Counsel under the IC Agreement may subject Gableman to legal challenges, suits and/or other obligations or liabilities.

C. Gableman requires that the Assembly indemnify and hold Gableman harmless for any such legal challenges, suits and/or other obligations or liabilities in accordance with and upon the terms of this Agreement.

D. The Parties wish and intend by this Agreement to provide for the indemnification of Gableman for all legal challenges, suits and/or other obligations or liabilities arising out of or in any way related to the Inquiry and/or the IC Agreement.

E. The Assembly is aware of Gableman's reliance on this Agreement and the indemnification provided herein in acting as the Coordinating Attorney or Special Counsel and engaging in the Inquiry.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth in the section entitled "Recitals" above are hereby incorporated into the Agreement section of this Agreement as if set forth in full herein, and the Parties hereby acknowledge and agree that each such recital is true and correct.

2. **Agreement.** This Agreement and its terms shall govern, to wit: any and all claims, losses, costs, expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding),

liabilities and damages (including, without limitation, special, consequential and other similar damages) ("Costs"), that the Gableman Indemnified Parties (defined below) shall incur, suffer or become subject to, that arise out of, result from, or relate to the IC Agreement and/or the Inquiry, other than Costs resulting from recklessness or willful misconduct of any Gableman Indemnified Party(ies).

3. **Indemnification of Gableman by the Assembly**

(a) **Indemnification.** The Assembly shall indemnify and defend Gableman, and their respective members, directors, employees and investigators (the "Gableman Indemnified Parties" and each a "Gableman Indemnified Party") against, and shall hold each of them harmless from, any and all Costs that any Gableman Indemnified Party may incur, suffer or become subject to, that arise out of, result from, or relate to any of the matters identified herein, including without limitation Gableman's involvement as Coordinating Attorney or Special Counsel for the Inquiry pursuant to the IC Agreement, unless caused by the willful misconduct of a Gableman Indemnified Party. The Assembly acknowledges and agrees that the indemnification and hold harmless obligations set forth herein shall apply notwithstanding anything in the IC Agreement, or any other agreements between Gableman and the Assembly.

(b) **Procedures for Claims.**

- (i) The Gableman Indemnified Parties agree to give prompt notice to the Assembly of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought under Section 3 (each a "Action" and, collectively, the "Actions"). The failure by any Gableman Indemnified Party so to notify the Assembly in accordance with this Section 3(b)(i) shall not relieve the Assembly from any liability that it may have to the Gableman Indemnified Party with respect to any Action pursuant to this Section 3, except to the extent the failure to notify shall actually prejudice the Assembly.
- (ii) The Assembly shall allow Gableman to select legal counsel of its choice, that the Assembly shall engage to contest and defend any Action and the Assembly shall conduct the defense of the Action actively and diligently.

4. **Waiver of Breach.** The failure or delay of a Party at any time to require performance by any other Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder, and any waiver by any Party of any breach or any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any Party in any case shall, of itself, entitle such Party to other or further notice or demand in similar or other circumstances.

5. **Termination.** This Agreement shall terminate upon the mutual written agreement of the Parties hereto.

6. **No Assignment.** No Party to this Agreement may assign its rights or delegate obligations under this Agreement without the prior written consent of the other Party hereto.

7. **Invalidity.** If any provision, clause or part of this Agreement or its application under certain circumstances, is held invalid, the remainder of the Agreement, or the applications of each provision, clause or part under other circumstances, shall not be affected.

8. **Amendments.** Amendments to this Agreement must be in writing and signed by each of the Parties hereto.

9. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Wisconsin.

10. **Binding Effect.** Each of the Parties hereto, their successors and assigns, their respective heirs, personal representatives, pledgees or trustees, are bound by this Agreement and shall execute any instruments and perform acts, or refrain from performing the acts that may be necessary or proper to carry out the intent and purpose of this Agreement.

11. **Effective Date and Counterparts.** This Agreement shall take effect upon execution by all Parties. This Agreement may be executed and delivered in counterparts via facsimile, e-mail transmission or original, and each such duly executed counterpart shall be of the same validity, force and effect of the original.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement as of the date first written above.

THE WISCONSIN STATE ASSEMBLY

By: 
Robin J. Vos, Speaker

CONSULTARE LLC

By: _____
Michael J. Gableman, President

MICHAEL J. GABLEMAN

Michael J. Gableman