



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Purchaser and Seller hereby acknowledge that in view of the important legal and financial aspects and the complexity of the proposed purchase/sale of the business known as _____ they were each advised by _____, "Broker", to obtain the appropriate counsel from legal, accounting and other professionals concerning the sale/purchase.

Purchaser and Seller each acknowledge that Broker, nor any of Broker’s agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates (“Broker Group”) made any representations or warranties regarding any fact regarding the business/stock being sold, any legal issues, aspect or ramification connected with the proposed purchase/sale, or any representation or warranty to either Purchaser or Seller concerning the financial condition, or any matter relating to the other party. In fact, Broker Group has made no independent investigation or verification of any representation, warranty, document or piece of information presented by either party. Each party has either done their own, independent investigation with respect to such items, or was advised by Broker Group to do so.

Broker Group is hereby released, indemnified and held harmless by Seller and/or Purchaser from and against any and all claims and damages of every kind attributable to the performance or non-performance of Seller and/or Purchaser under any agreement connected with the sale/purchase of the business/stock described above. Broker Group shall not be liable or responsible for, and are hereby indemnified and held harmless by Seller and/or Purchaser from and against any and all claims and damages of any kind relating to the above-referenced sale/purchase, except for the intentionally wrongful, or grossly negligent acts of same.

Both parties agree that Broker Group has fulfilled Broker Group’s primary brokerage function concerning the sale/purchase.

Date

Seller

Date

Seller

Date

Buyer

Date

Buyer