MUTUAL INDEMNIFICATION AND HOLD HARMLESS

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This Mutual Indemnification and Hold Harmless (the “Agreement”) is effective [DATE],

**BETWEEN: [FIRST PARTY NAME]** (the "First Party"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Second Party"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

The undersigned, [FIRST PARTY NAME] hereby undertakes to indemnify and hold harmless [SECOND PARTY NAME] from any and all actions, causes of action, suits, debts, duties, accounts, bonds, contracts, claims and demands whatsoever resulting from any action or omission (including without limitation any failure to file any corporate or other returns or reports on behalf of [FIRST PARTY NAME] arising out of any cause, matter or thing whatsoever existing from and after [DATE] up to the date hereof, including, without limitation, as a shareholder, officer and director of [FIRST PARTY NAME].

[SECOND PARTY NAME] hereby undertakes to indemnify and hold harmless [FIRST PARTY NAME] from any and all actions, causes of action, suits, debts, duties, accounts, bonds, contracts, claims and demands whatsoever resulting from any action or omission (excluding however any failure to file any corporate or other returns or reports on behalf of [SECOND PARTY NAME] by [FIRST PARTY NAME] arising out of any cause, matter or thing whatsoever existing from and after [DATE] up to the date hereof, including, without limitation, as a shareholder, officer and director of [SECOND PARTY NAME]

The provisions hereof shall inure to the benefit of, and shall be binding upon the successors, assigns and representatives of each of the undersigned parties.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# FIRST PARTY SECOND PARTY

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title