



INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this ___ day of ___, 20___, by and between _____ (hereinafter the "Customer"), and AMBRO Manufacturing, a contract screen printing company (hereinafter the "Company").

WHEREAS, the Customer desires the Company to print artwork or designs, hereinafter referred to as the "Work", provided by the Customer, and the Company desires to receive indemnity from any claims or liabilities related to the infringement of intellectual property rights in the Work.

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

INDEMNIFICATION: The Customer agrees to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any claim, suit, action, or proceeding (each, an "Action") related to the infringement of any third party's copyright, trademark, or other intellectual property rights related to the Work.

REPRESENTATIONS AND WARRANTIES: The Customer represents and warrants that they are either the owner of the intellectual property in the Work or have obtained express written permission from the rightful owner of the intellectual property to authorize the Company to print the Work. The Customer further represents and warrants that the Work does not infringe on the rights, including but not limited to intellectual property rights, of any third party.

LEGAL FEES AND EXPENSES: The Customer agrees to bear any and all legal fees, court costs, fines, and other expenses related to any legal action or proceedings that may arise out of or result from the Work done by the Company at the request of the Customer. This includes, but is not limited to, any action brought against the Company for infringement of copyright, trademark, or other intellectual property rights related to the Work.

NOTIFICATION AND DEFENSE OF CLAIM: The Company shall promptly notify the Customer in writing of any Action and cooperate with the Customer at the Customer's sole cost and expense. The Customer shall immediately take control of the defense and investigation of such

Action and shall employ counsel of their choice to handle and defend the same, at the Customer's sole cost and expense. The Company's failure to perform any obligations under this paragraph will not relieve the Customer of its obligations under this Agreement except to the extent that the Customer can demonstrate that it has been materially prejudiced as a result of such failure.

MISCELLANEOUS: This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be executed as of the date first above written.

Customer (Print Name) _____ Date _____

Customer (Signature) _____ Date _____

Customer Entity Name (Print Name) _____ Date _____

Customer Entity Address _____ Date _____