

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT is made by and between Vast Solutions Group, Inc. and/or its affiliates (hereinafter, "Vast") and the individual/entity (hereinafter, "Client") named below. Vast and Client are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Client desires to use Vast's knowledge to service ("Knowledge") its tax processing, consulting, management consulting, advisory and other professional services and wishes to provide access to specific banking, bookkeeping, and other financial accounts; and

WHEREAS, in exchange for making the Knowledge available to Client for such purposes, Client desires to hold harmless Vast from any claims and/or litigation arising out of the Client's use of the Knowledge; and

WHEREAS, Client desires not to hold Vast liable for any harmful actions that occurred with respect to its tax processing and consultation as a result of Knowledge and/or service; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Vast and Client hereby agree as follows:

TERMS

1. Hold Harmless. Upon Client's use of the Knowledge by any of its employees, agents, representatives, invitees and/or volunteers for the purposes specified herein, Client shall defend, indemnify, and hold harmless Vast from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to Knowledge or persons), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Client, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Client's use of the Knowledge. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to Vast for all legal expenses and costs incurred by it. Vast waives right to sign documents and accepts responsibility for the Entire Agreement.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3 Amendment; Modification. No supplement, modification, or amendment of this Agreement RVPUB\ELC\645851 2 shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled. Litigation jurisdiction will be in Washington state.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

Signed By: _____

Client

Printed Name By: _____

Client

Date: _____

Notary execution: