



552 DECATUR STREET SE
ATLANTA, GA 30312

▶▶BRINGING THE GOODS▶▶

Hold Harmless Agreement

The following agreement when signed below warrants Perfect 10 Distribution, LLC ("Buyer") by Seller (Vendor or Manufacturer of a Product) for the following;

1. The articles contained in any shipment or delivery made by Seller, its Subsidiaries or divisions (a "Product") made to or on the order of "Buyer", its subsidiaries or divisions are hereby guaranteed, as of the date of such shipment or delivery: (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.
2. Seller agrees to defend, indemnify and hold harmless Buyer and its Employees, Officers and Directors (individually, an "Indemnities") from all actions, suits, claims, and proceedings ("Claims") and any judgments, damages, fines, costs and expenses (including reasonable attorney's fees) resulting therefrom:
 - a. Brought or commenced by federal, state or local Governmental authorities against any Indemnities Alleging that any Product sold by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guarantee set forth in Paragraph 1; or
 - b. Brought or commenced by any person or entity against Any Indemnities for the recovery of damages for the injury, illness and /or death of any person or damages to property as a result of (a) the delivery, sale, resale or labeling by seller or the normal, intended use or consumption of any Product or (b) the negligent acts or omissions of Seller; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that any Claims are caused by the negligence or intentional misconduct of Buyer, its employees, officers, directors, agents or customers.

The indemnity provisions herein shall be operative only if Indemnities notifies Seller promptly of the service of process or the receipt of actual notice of any Claim or notice of the seizure of a Product, as applicable.

3. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employers' liability, automotive liability, commercial general liability, including product liability and excess liability, all with such

limits as are sufficient in Buyer's reasonable judgment to protect Seller and Buyer from the liabilities insured against by such coverage's.

4. This Guarantee and Agreement is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt of the Buyer of written notice of revocation at its office at 552 Decatur St SE, Atlanta, GA 30312, or such other address as may be designated in writing by Buyer to Seller at the address provided below.

Date: _____	Address for Notice
Signature: _____	_____
Title: _____	_____
Company: _____	_____