

APPENDIX 4

7. Hold Harmless. Principal shall save Representative harmless from and against and indemnify Representative for all liability, loss, costs, expenses or damages however caused by reason of any Products (whether or not defective) or any act or omission of Principal, including but not limited to any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to property, and for infringement of any patent rights or other rights of third parties, and for any violation of municipal, state or federal laws or regulations governing the Products or their sale, which may result from the sale or distribution of the Products by the Representative hereunder. This Agreement shall be subject to and shall be enforced and construed pursuant to the laws of the State ("Representative's State") where the Representative's principal office is located, as set forth below. Principal hereby appoints as its Agent for service for process in connection with any action brought by Representative against Principal hereunder the Secretary of State of Representative's state of residence at the time such action is brought. In the event of litigation, the prevailing party may recover interest, court costs and reasonable attorney's fees. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8. Entire Agreement. This Agreement constitutes the sole and entire Agreement between Principal and Representative, and supersedes all prior and contemporaneous statements, promises, understandings or agreements.

9. Notices. Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective twenty-four (24) hours after having been deposited in the United States mail, postage pre-paid, registered or certified, and addressed to the addressee at his or its main office, as set forth below. Any party may change his or her address for purposes of this Agreement by written notice given in accordance herewith.

(PRINCIPAL): _____

By: _____

Date: _____

Title: _____

Principal's address: _____

(REPRESENTATIVE): _____

By: _____

Date: _____

Title: _____

Representative's address: _____