

# The Avalon Private Equity Group

## INDEMNITY AGREEMENT



This Indemnity Agreement (this “*Indemnity Agreement*”) is by and among you and your company/business (“*you*”) and Avalon , a subsidiary of Avalon PEG, Inc in all U.S. states, territories and possessions (“*Avalon PEG, Inc*”). For the sake of clarity and depending on the context, references to “*we*,” “*our*” and “*us*” may also refer to Avalon PEG, Inc.

WHEREAS, in connection with the transactions contemplated by the Agreement, the parties have agreed to indemnify each other as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the premises and the covenants contained herein, you and Avalon PEG, Inc do hereby covenant and agree as follows:

### **1. Indemnity**

**1.1. You.** To the maximum extent permitted by applicable law, you will indemnify, defend (at our option) and hold us and our affiliates and each of our and their respective officers, directors, employees, agents, or shareholders harmless from and against all claims, liabilities, expenses (including reasonable attorney’s fees and related expenses), damages, penalties, fines, social security contributions and taxes (“*Losses*”) asserted by a third party and

arising out of or related to your breach or alleged breach of the Agreement or this Indemnity Agreement, your provision of Deliveries, your access to our Platform or your interaction with any third party.

**1.2. Us.** We will indemnify, defend (at your option), and hold you (or your company, entity, or organization, if you are using the Avalon platform or Services on behalf of your company, entity, or organization) harmless from and against all Losses arising out of a third party claim directly or indirectly related to allegations that the Avalon platform or Services or the Authorized Avalon PEG, Inc Branded Materials infringe on or misappropriate that third party's intellectual property rights. The foregoing indemnity, defense and hold harmless obligations shall only apply if you (or your company, entity, or organization, if you are using the Avalon platform or Services on behalf of your company, entity, or organization) were (a) using the Avalon platform or Services or the Authorized-Avalon PEG, Inc Branded Materials, as applicable, in accordance with the licenses granted in the Agreement ("*Authorized Use*") and (b) the Losses arose out of such Authorized Use.

**1.3. Process.** If any indemnified Losses might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in any applicable proceeding at our expense. You will not consent to the entry of any judgment or enter into any settlement of an indemnified Losses without our consent, which may not be unreasonably withheld; except that you may settle any claim that is exclusively directed at and exclusively affects you.

**2. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN THE AGREEMENT, ITS INDEMNITY OBLIGATIONS HEREUNDER, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY (INCLUDING SUCH PARTY'S AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS) SHALL BE LIABLE TO THE OTHER UNDER OR RELATED TO THIS INDEMNITY AGREEMENT OR THE AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) THE OTHER PARTY OR ANY THIRD PARTY'S PROPERTY DAMAGE, LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE.

**3. Termination.** Except as provided in the following sentence, this Indemnity Agreement will continue until and will terminate in its entirety upon the termination of all of the terms, covenants and agreements set forth in the Agreement. The obligations set forth in this

Indemnity Agreement shall survive the termination or expiration of this Indemnity Agreement with respect to actions occurring prior to such expiration or termination.

**4. Conflicts.** Except with respect to the Arbitration Provision in the Agreement, if there is a conflict between this Indemnity Agreement and any supplemental agreement between you and us related to the indemnity, defense and hold harmless obligations described in this Indemnity Agreement will prevail with respect to the specific conflict.

**5. Severability.** Invalidity of any provision of this Indemnity Agreement does not affect the rest of this Agreement. The parties, or in the absence of an agreement by the parties, an arbitrator or court of competent jurisdiction, shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Indemnity Agreement.

**6. Applicable Law.** This Indemnity Agreement is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you entered into this Indemnity Agreement (the “*Applicable Law*”). The Applicable Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

**7. Modification.** Any modification of this Indemnity Agreement must be in writing and agreed by the parties.

**8. Assignment; Successors and Assigns.** We may freely assign or transfer this Indemnity Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Indemnity Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

**9. No Incorporation in the Agreement.** Notwithstanding anything herein to the contrary, this Indemnification Agreement will not be considered incorporated by reference, or otherwise a part of the Agreement.

**10. Effectiveness.** This Agreement is effective as of the date and time you accept it.

**11. Million-dollar profit assertions.** All claims addressing profits are made commensurate to the amounts placed into management through Avalon, frequency of participation, and time on task afforded to each transaction or Partnership established by Avalon. All Partners who do not realize million dollar profits, or otherwise expected profits agree to indemnify Avalon beyond specified amounts agreed to for participation in one or more tranches created by Avalon.

**12. Applicable Law.** This Indemnity Agreement is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you entered into this Indemnity Agreement (the “Applicable Law”). The Applicable Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

**By signing below, I expressly acknowledge that I have read, understood, and considered the consequences of this Indemnity Agreement, that I agree to be bound by the terms of this Agreement, and that I am legally competent to enter into this Indemnity Agreement with Avalon PEG, Inc.**



**AVALON P.E.G.**

**2020-C4664017**

**Curtis Wright, CEO**

**Indemnification**

**DATE SIGNED:** \_\_\_\_\_, 2024

\_\_\_\_\_  
**(NAME)**

\_\_\_\_\_  
**(CLIENT SIGNATURE)**

( \_\_\_\_\_ ):

**(Area Code):**

**Telephone:** \_\_\_\_\_