

Adapt Consulting Company Limited

DEFINITIONS

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| Consultant | Tim Rogers Adapt Consulting Company Limited |
| Client | |

CLAUSE 1 – Client won't sue Consultant for doing as asked.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defence costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.

CLAUSE 2 – Neither Client or Consultant will sue each-other, because we are acting in good faith

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defence costs, to the extent caused by the Consultants negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defence costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

CLAUSE 3 – If there is a known risk and Client still wants to proceed

In consideration of identified or anticipated risks to the Consultant in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consultant, his or her officers, directors, employees, agents or sub consultants,

Adapt Consulting Company

which may arise out of or in connection with this Project or the performance by any of the parties above named of the services under this Agreement.

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| Approved by Authorised Signatory Name: Title: Date: Signature: | Approved by Authorised Signatory Name: Title: Date: Signature: |
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