

Indemnity Agreement – EV Charging at Callisto (BCS 1073)

This Indemnity Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between The Callisto, Strata Corporation BC 1073 with an address of 1281 W Cordova Street, Vancouver BC, V6C 3R5 (the “**Indemnitee**”) and _____, with an address of _____, (the “**Indemnifier**”), individually referred to as “**Party**” and collectively “the **Parties.**”

BACKGROUND

Where, the Indemnitee seeks protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee’s participation in the Activity. Where, Indemnifier seeks to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee’s participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

- 1. Indemnified Activity.** The Indemnitee seeks to be protected any issues or damage to the indemnifier or indemnifier’s property from the indemnifier’s use of the Strata EV Charging solution, common electricity, and EV charging solution for the purposes of charging an electric vehicle. This applies to any vehicle that uses the charging equipment.
- 2. Indemnity.** Indemnifier agrees to indemnify and hold harmless the Indemnitee, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the Activity.
- 3. Notice of Claim.** In the event of any claim or action, the Indemnitee must promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier of any legal proceedings relating to the claim or action within five (5) days of the Indemnitee’s receipt of notice of such proceedings. The Indemnitee must provide the Indemnifier with all known information available to the Indemnitee relating to the claim or action.
- 4. Cooperation.** The Indemnitee agrees to wholly cooperate with the Indemnifier in the defense of any claim or action against it that the Indemnitee seeks to be Indemnified for, including but not limited to, providing the Indemnifier with all available information related to the claim or action, responding to reasonable requests from the Indemnifier for information, documentation, and the like, etc. the Indemnifier agrees to act in good faith and use best efforts to ensure the Indemnitee is indemnified and

reimbursed for any and all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the Indemnitee's participation in the Activity.

5. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue so long as the EV charging equipment remains in service.
6. **Consent to Settlement.** The Indemnifier shall not settle any claim or action without the prior written consent of the Indemnitee.
7. **Confidentiality.** During the course of this Agreement, it may be necessary for the Indemnitee to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Indemnifier in order for the Indemnifier to indemnify the Indemnitee. The Indemnifier will not share any of this proprietary information at any time. The Indemnifier also will not use any of this proprietary information for the Indemnifier's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either party.
8. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other Party.
9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
12. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
14. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in

different States and/or Countries, this Agreement shall be governed by the laws of the province of British Columbia.

15. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Indemnitee

Signed: _____

Name: _____

Date: _____

Indemnifier

Signed: _____

Name: _____

Date: _____