

INDEMNITY AGREEMENT

This INDEMNITY AGREEMENT (this "Agreement") is made effective on _____, 201__ by and between Sun Digital Systems Inc. (hereinafter, "SDS Inc."), of 1221 SW 17 Street, Fort Lauderdale, Florida 33315 and _____ (hereinafter, "Client"), of _____ Sun Digital Systems Inc. and Client are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SDS Inc will perform the following services: SDS Inc. will provide Powerline Communication technology training, prototype hardware and test software to Client for demonstration purposes only. These hardware and software tools are not end user products and will not be used in any product sold by Client without complete safety test and agency certification by a competent body, recognized by appropriate government authority. Client is responsible for examination and compliance of the complete end user product and assumes full legal responsibility for product's final design, delivery and safety of said product. SDS Inc recommends UL and/or other global safety agency compliance and FCC emissions tests and certification must be completed on the final, total system to assure the end user product meets regulatory standards and safety requirements of the countries where product will be sold before distribution to the public.

WHEREAS, in exchange for valuable consideration, Client desires to indemnify SDS Inc. from any claims and/or litigation arising out of Client's use of the services provided by SDS Inc.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, SDS Inc. and Client hereby agree as follows:

TERMS

1. Indemnification. Client shall fully defend, indemnify, and hold harmless SDS Inc. from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Client, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to SDS Inc. for all legal fees, expenses, and costs incurred by it. Client is totally responsible for the safety and usability of the end product and assumes full legal responsibility for their final implementation, quality of materials actually used in production and safety of the end customer.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the

subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Florida law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Florida law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Florida, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Florida. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. SDS and Client each agree not to solicit, hire or enter into any contract with employees or contractors of the other party for a period of four years from the date of this agreement.

11. Signatures. This Agreement shall be signed on behalf of Sun Digital Systems Inc. by John D. Brown, President, and on behalf of client by an authorized agent:

For Client.

Authorized Signature: _____,

and effective as of the date first written above.

Print Client Authorized Signature name and title here:

For SDS Inc. *John Brown*

John Brown, President