

# ALAMODEONLINE.COM

10152 Chapman Avenue  
Garden Grove, CA 92840

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “**Agreement**”) is entered to effective as of \_\_\_\_\_, \_\_\_\_ (the “**Effective Date**”) by and between Ring Citi, Inc., a California corporation doing business as Alamodeonline.com with a principal place of business of 10152 Chapman Avenue, Garden Grove, CA 92840 (“**Alamodeonline**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**CLIENT**”). Individually, Alamodeonline and CLIENT are herein referred to from time to time as a "Party" and collectively as the "Parties." This Agreement is based on the following:

### RECITALS

**A.** CLIENT has engaged Alamodeonline to manufacture certain jewelry products for CLIENT and in the course of said engagement, CLIENT has provided to Alamodeonline certain designs of jewelry and/or jewelry molds (collectively the “**Designs**”);

**B.** Alamodeonline has a strict policy of respecting all intellectual property rights, including, but not limited to, trademark, copyright, patent, trade secret, and tradedress rights pursuant to the laws of the United States of America and would not have entered into the aforementioned engagement without this Agreement.

**NOW THEREFORE**, in consideration of the aforementioned engagement and other good and valuable consideration, the mutual receipt and sufficiency is hereby acknowledged, the Parties agree:

1. The foregoing recitals A through B are hereby incorporated by this reference.
2. CLIENT represents and warrants to Alamodeonline that CLIENT owns one hundred percent (100%) of all intellectual property rights associated with the Designs, including, but not limited to, all copyrights, trademark rights, patent, trade secrets, and tradedress rights. CLIENT further represents and warrants that CLIENT has all right and authority to enter into the engagement with Alamodeonline, to enter into this Agreement, and to license to Alamodeonline all necessary rights to use and reproduce the Design for making the products for the CLIENT.
3. Without in any way limiting any of the rights and remedies otherwise available to Alamodeonline, CLIENT, on behalf of itself and each of its members, affiliates, parent companies, subsidiary companies, and shareholders (collectively, “**Client Related Persons**”), hereby jointly and severally, shall indemnify and hold harmless Alamodeonline and each of Alamodeonline’s respective individual, joint or mutual, past, present and future representatives, affiliates, stockholders, members, controlling persons, subsidiaries, successors and assigns (individually, a “**Releasee**” and collectively, “**Releasees**”) from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees and expert witness fees) whether or not involving third party

claims, arising directly or indirectly from or in connection with the Designs, including, but not limited to, any claims that the reproduction or use of the Designs infringes any copyright, trademark, patent, trade secret or any other intellectual property rights of any third party.

4. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. This Agreement may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Agreement shall be governed by and construed under the laws of the State of California without regard to principles of conflicts of law and venue for any action hereunder shall exclusively be the California Superior Court for the County of Orange. The prevailing party in any suit or arbitration brought to enforce or interpret this Agreement shall be entitled to its reasonable attorney's fees and expert witness fees. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. This Agreement shall not be construed in favor or against any Party because of which Party drafted the Agreement. This Agreement may be signed in any number of counterparts, all of which when taken together shall be considered a single instrument. Electronic signatures shall have the same force and validity as wet-ink originals.

WHEREFORE, the Parties have agreed to the foregoing as of the Effective Date.

**ALAMODEONLINE:**  
**RING CITI, INC.,**  
**a California corporation**

By: \_\_\_\_\_  
Ming Tsao

Title: \_\_\_\_\_

**CLIENT:**  
\_\_\_\_\_,  
**a** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_