

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

Frislo LLC of 386 S Atlantic Ave Unit #27 Ormond Beach, FL 32176 United States
(the "Indemnitee")

OF THE FIRST PART

and

Frislo LLC Customer / ElementPad User of _____
(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Transaction.
2. The Indemnifier wishes 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 Transaction.

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:

Definitions

1. The following definitions apply in the Agreement:
 - a. "Transaction" means the following:
The customer will use a foot-controlled Human Interface Device (HID) to interact with computer and ElementPad software.
 - b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including lawyers' fees.
 - c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
 - d. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
 - e. "Parties" means both the Indemnitee and the Indemnifier.
 - f. "Party" means either the Indemnitee or the Indemnifier.
 - g. "Third Party" means any person other than the Indemnifier and the Indemnitee.

Indemnification

2. The Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the participation of the Indemnitee in the Transaction, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Transaction, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnitee against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agent, employee or subcontractors.

3. In the case of a criminal proceeding, the Indemnifier will indemnify the Indemnitee against all amounts including, without limitation, Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by the Indemnitee subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Exceptions to Indemnification

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Transaction where:
 - a. in the case of a civil claim, the Indemnitee did not act in good faith and in a reasonable manner;
 - b. in the case of a criminal action, the Indemnitee had reasonable cause to believe its conduct was unlawful;
 - c. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
 - d. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
 - e. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

Notice of Claim

5. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

Authorization of Indemnification

6. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.
7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner or, in the case of a criminal action, that the Indemnitee had reasonable cause to believe that the Indemnitee's conduct was unlawful.

Assumption of Defense

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
10. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further legal or other Expenses subsequently incurred by the Indemnitee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnitee.

Failure to Defend

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier will promptly reimburse the Indemnitee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Settlement and Consent of Indemnifier

12. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

Settlement and Consent of Indemnitee

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee. The Indemnitee will not unreasonably withhold consent to any settlement.

Cooperation

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that 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 participation of the Indemnitee in the Transaction.
15. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

Expenses

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Advances of Expenses

18. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses, including lawyers' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance payments may be made prior to the disposition of any claim.

19. The Indemnitee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

Payment

20. All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within sixty (60) days of receipt of Notice of Indemnity from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnitee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnitee will contain a listing of items covered under the payment.

Enforcement

22. If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty (60) days after a written Notice of Indemnity has been submitted by the Indemnitee to the Indemnifier, the Indemnitee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnitee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnitee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnitee is not entitled to indemnification under this Agreement.

Insurance

24. The Indemnifier must take out and maintain insurance coverage with an insurer reasonably acceptable to the Indemnitee on terms reasonable and sufficient to indemnify the participation of the Indemnitee in the Transaction.
25. If the Indemnifier fails to maintain adequate liability insurance, the Indemnitee may take out insurance and charge all costs to the Indemnifier.

Duration

26. The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:
 - a. so long as the Indemnitee is or will be subject to any possible claim or threatened,

pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative that results from the participation of the Indemnitee in the Transaction; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

Unlimited Indemnification

- 27. Under this Agreement, indemnification will be unlimited as to amount.

Full Release

- 28. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

Further Action

- 29. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

Subrogation

- 30. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

Amendments

- 31. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

Assignment of Indemnifier Rights and Obligations

- 32. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

Assignment of Indemnitee Rights and Obligations

33. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

Joint and Several Liability

34. If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

Confidentiality

35. Both the Indemnifier and the Indemnitee and their respective employees and agents will at all times maintain confidential all information pertaining to this Agreement except where required to disclose under any regulatory or other competent authority or as otherwise required by law.

Notices

36. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

Additional Terms

37. Physical exercise, in all of its forms and with or without the use of equipment such as blocks, straps or any other equipment that may be sold by the Idemnitee, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program or using any suggested equipment, shown in any of the video clips or example on or in software, products or services provided by the Idemnitee. the Idemnitee is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while using the Idemnitee's products. Nothing contained in software, products or services provided by the Idemnitee should be construed as any form of such medical advice or diagnosis. By using software, products or services provided by the Idemnitee, you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes, courses, programs, and activities from the Idemnitee, you will not exceed your limits while performing such activity, and you will

select the appropriate level of activity for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against the Idemnatee, or any person or entity involved with the Idemnatee, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

Governing Law

38. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

Jurisdiction

39. The courts of the State of Florida are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

General Provisions

40. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Idemnatee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
41. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
42. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
43. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

44. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
45. Time is of the essence in this Agreement.
46. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
47. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Frislo LLC (Indemnitee)

Authorized Signatory

Frislo LLC Customer / ElementPad User
(Indemnifier)