**INDEMNIFICATION AGREEMENT**

(Single Member Limited Liability Company)

, a limited liability company (the "LLC”), in order to induce [Payroll Company] (“Payroll Company”) to make payments to LLC for services rendered by , Social Security Number

, on its behalf without withholding therefrom federal or state payroll or related taxes, agrees as follows:

1. LLC's federal taxpayer identification number is # as verified by the validly executed W-9 attached hereto. LLC is taxed as a corporation as evidenced by the LLC’s IRC Form 8832 (or LLC’s Form 1120) attached hereto.
2. LLC represents and warrants that:
   1. it is a duly organized and validly existing single-member LLC in good standing in the state of its organization, and qualified to do business in each state in which it is required to be so qualified, with a true and correct copy of LLC's Statement of LLC Authority or similar document is attached hereto;
   2. no payments to LLC from Payroll Company are subject to the withholding of any state, federal, or other income, employment, or any other taxes of any kind or nature as LLC is the employer of the individual(s) rendering services on its behalf for purposes of the Internal Revenue Code and all applicable state tax codes; and
   3. each person signing this Indemnification Agreement in a representative capacity is authorized to act on behalf of and to bind LLC.
3. In connection with payments made by Payroll Company to LLC, LLC agrees to timely deduct, withhold, and pay over to all applicable taxing authorities all amounts required by law to be deducted, withheld, and paid over with respect to all amounts paid by LLC to its employees and to file all employment tax returns required to be filed with any state, federal or other tax authority. If audited on such payments, Payroll Company may release to the taxing authorities conducting such audit its records of payments to LLC and a copy of this Indemnification Agreement.
4. LLC agrees to notify Payroll Company, in writing, of any change in its status that would cause LLC not to be the employer for payroll tax purposes of any individual(s) represented as rendering services on its behalf.
5. LLC, for itself, and its partners, employees, agents, successors and assigns, agrees to defend (or at Payroll Company’s option pay for the defense with counsel of Payroll Company’s choosing), indemnify and hold harmless Payroll Company, its parent, related and affiliated entities, and each of their respective officers, directors, shareholders, employees, agents, management company, successors and assigns, from and against any and all taxes, interest, and penalties payable to any taxing authority arising from or in connection with any payments made by Payroll Company to LLC and any and all costs and expenses, of any kind or nature, including but not limited

to accountants’ fees and costs and attorneys' fees and costs, which Payroll Company incurs in connection with any audit, assessment, settlement, or litigation of claims or assertions by any taxing authority that Payroll Company is or was required to withhold, deduct and pay over any amounts in respect of Payroll Company's payments to LLC.

**IN WITNESS WHEREOF**, the parties hereby execute the foregoing Agreement, effective as of the first day services are rendered by employees of LLC for which Payroll Company renders any payroll services.

“Payroll Company” “LLC”

, a California , a limited corporation liability company

By: By:

Print: Print:

Its: Its: