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RWI RELATED PURCHASE AGREEMENT CONSIDERATIONS/ PROVISIONS

(Assuming RWI Policy is Bound at Signing)

Buyer Considerations – No Seller Indemnity

1) Fraud Carveout

- Absolute fraud carve-out -- including with respect to non-survival provisions, no remedy provisions, no subrogation provisions, releases and any other provisions that limit buyer's recovery against sellers.
- Underwriter will require for subrogation purposes.

Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties agree that any Party may bring (at any time, whether before or after the Closing) an Action against any Person for Fraud by such Person, and nothing herein shall limit such Party's recovery with respect to such Action for Fraud.

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First appeared as part of the conference materials for the
20th Annual Mergers and Acquisitions Institute session
"RWI Update and Negotiating an RWI Policy for Your Deal"