

AMIGO TECHNOLOGY, LLC.

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **GENERAL; COMPLETENESS; ACCEPTANCE.** (a) The standard terms and conditions of purchase contained herein shall apply to any purchase order or offer to purchase prepared by Amigo Technology LLC., a Delaware corporation ("Buyer"), and delivered to a third party who is in the business of supplying goods or performing services ("Seller"). (b) If it is noted on the face of any such purchase order or offer to purchase that the purchase of goods or services by Buyer from Seller pertains to goods or services for the United States government or any department, bureau, agency, commission, board, instrumentality or authority thereof, including the U.S. Department of Defense or any military service of thereof (the "U.S. Government"), then Buyer's additional terms and conditions of purchase relating to U.S. Government contracts (the "Government Contract Provisions") shall also apply to such purchase of goods or services by Buyer from Seller. In the event of a conflict between the Government Contract Provisions and the standard terms and conditions of purchase contained herein, the Government Contract Provisions shall control. (c) The terms and conditions of purchase contained herein and, if applicable, the Government Contract Provisions (collectively, these "Terms and Conditions"), together with each such purchase order or offer to purchase, and any documents attached thereto, referred to on the face thereof or incorporated by reference therein (including any specifications, drawings and data) submitted to Seller by or on behalf of Buyer, and as supplemented by the quantity of goods or services ordered and the related delivery dates thereof set forth on any purchase order, order acknowledgement, invoice or other document delivered by Buyer or Seller pursuant to the terms of these Terms and Conditions (collectively, the "Order"), shall constitute the entire agreement between Buyer and Seller regarding the purchase of the related goods or services by Buyer from Seller. (d) Any reference to any offer to sell, quotation or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein to the extent they do not conflict with those contained in such Order. (e) By acknowledging receipt of an Order (or by shipping the goods or performing the services called for by such Order), Seller agrees these Terms and Conditions shall exclusively govern such Order. It is agreed that any additional or different terms or conditions contained in any acknowledgment of such Order or other document furnished by Seller are waived by Seller and shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any circumstance binding upon Buyer, unless specifically accepted by Buyer in writing.
2. **ORDER OF PRECEDENCE.** In the event of any conflict within the documentation evidencing an Order, such conflicts shall be resolved by referring to the documentation in the following descending order of precedence: (a) typed provision on the face of such Order, (b) any attachments to such Order, (c) any statement of work relating to such Order, (d) specifications attached to or referenced in such Order, and incorporated therein by reference, (e) the printed portion of such Order, including these Terms and Conditions. Buyer's specifications shall prevail over those of Buyer's customer (including the U.S. Government), and specifications of Buyer and Buyer's customer shall prevail over any specifications of Seller.
3. **ASSIGNMENT, SUBCONTRACTING AND INSOLVENCY.** Seller shall not assign any Order in whole or in part, or enter into any subcontracts hereunder, without Buyer's written consent. Either party may cancel an Order by written notice in the event that the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a petition for reorganization or if a petition in bankruptcy is filed by or against the other party and is not dismissed within ten (10) days.
4. **TERMINATION.** (a) Termination for Default. Without prejudice to any other rights or remedies, Buyer may cancel an Order in whole or in part if the goods or services are defective or nonconforming, are not delivered or performed as scheduled, or if Seller fails to comply with any of these Terms and Conditions and Seller is unable to cure the defective or noncompliant performance within ten (10) days' following written notice from Buyer to Seller. Such termination will be without any liability of Buyer, except for payment due for goods and services delivered to and accepted by Buyer. (b) Termination for Convenience. Buyer may also cancel an Order in whole or in part at its convenience, upon written or oral notice to Seller, in which event Seller's sole remedy shall be limited to recovery of reasonable charges reflecting the portion of the work performed prior to termination plus actual direct documented costs resulting from termination. Upon cancellation of an Order for any reason, Seller will stop work on the date and to the extent specified in any notice of cancellation and terminate all orders that relate to the terminated Order.
5. **WARRANTY.** (a) Seller warrants that the goods furnished pursuant to any Order will (i) be free and clear of all liens, encumbrances and interests (legal or equitable) of any other person or entity, (ii) be free from defects in workmanship and materials, (iii) be new and the most suitable grade of their respective kinds for the purposes intended, (iv) be free from defects in design, (v) be suitable for the purposes intended, (vi) be in compliance with all requirements of such Order and all applicable drawings, specifications, samples, representations or other descriptions contained in any document referenced therein, (vii) if of Seller's design, meet all of the performance requirements and be free from defects in design, and (viii) not infringe any rights of any third parties relating to patents, trademarks, design, appearance or other intellectual property rights (except for infringement arising due to Buyer's specifications or components provided by Buyer for use or inclusion with goods). At Buyer's option and at Seller's sole risk and expense, Buyer may (i) return any non-conforming or defective good (including data) to Seller for a full refund of the purchase price paid by Buyer for such good or (ii) require repair or replacement of such good, at the time the non-conformance or defect is discovered. In addition, Buyer shall have all other rights and remedies available at law or in equity. (b) Seller warrants that all services performed for or on behalf of Buyer pursuant to any Order will be performed in a competent, workmanlike manner, shall be free from faults and defects, and shall conform to all of Buyer's instructions, specifications and directions. (c) Acceptance of goods or services by Buyer shall not relieve Seller of its responsibilities hereunder. (d) All warranties, both expressed and implied, shall inure to Buyer, its customers and end users. **THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE IN ADDITION TO SELLER'S STANDARD WARRANTIES AND ALL WARRANTIES AND REMEDIES PROVIDED BY THE UNIFORM COMMERCIAL CODE.**
6. **INDEMNITY.** Seller agrees to indemnify, defend and forever hold harmless Buyer and Buyer's affiliates, parents, subsidiaries, vendees, officers, directors, employees, agents, successors and assigns from and against any and all losses, liabilities, claims, costs, damages, fees, demands, suits, actions, proceedings, subrogations and expenses, including, but not limited to, penalties, fines, forfeitures, reasonable attorneys' fees, disbursements and administrative or court costs (collectively, "Losses") relating to (a) any breach by Seller under an Order (including, but not limited to, any breach of Seller's representations thereunder), (b) any goods delivered or services performed pursuant to such Order (including, but not limited to, actual or alleged product or manufacturing defects or nonconformities, defects or nonconformities in services or failure to timely perform Seller's obligations hereunder), (c) any actual or alleged infringement or violation of third-party rights related to the foregoing, as well as any actual or alleged unfair competition resulting from similarity in design, trademark, or appearance of goods, by reason of the use or sale of any goods furnished by Seller, except for goods manufactured entirely to Buyer's specifications, and (d) any other acts or omissions by Seller, its agents, employees, or subcontractors related to the foregoing (including, but not limited to, acts or omissions resulting in any claim for injuries or damage to any person or property and acts or omissions resulting in Seller's failure to comply with all applicable Federal, State and local laws, regulations and rules). Seller further agrees upon receipt of notification to promptly assume full responsibility for the defense of any and all such suits, actions or proceedings which may be brought against Seller or against Buyer. Buyer may be represented by and actively participate through its own counsel in any such suit, actions or proceedings, if it so desires. In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under any Order, such machinery or equipment shall be considered as being under the sole custody and control of Seller during the period of such use by Seller.
7. **CHANGES.** (a) Buyer may at any time, by written order, make changes within the general scope of an Order in any one or more of the following: (i) drawings, designs or specifications, where the materials to be furnished are to be specifically manufactured in accordance therewith, (ii) method of shipment or packaging, (iii) places of delivery, (iv) delivery dates, (v) quantities, and (vi) any other requirement of such Order. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work to be performed under such Order, an equitable adjustment shall be made in such Order price or delivery schedule, or both, and such Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within twenty (20) days from the date of receipt by Seller of the notification of change. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Any change order issued by Buyer will not be binding on Buyer unless issued in writing and signed by an authorized agent of Buyer's purchasing department. (b) Upon written notice received from Buyer, Seller shall stop work for a period of up to ninety (90) days in accordance with terms of such notice, and shall take all reasonable steps to minimize the incurrence of costs associated with such work stoppage. (c) Nothing in this Paragraph shall excuse Seller from proceeding with an Order as changed.
8. **PRICE.** If an exact price is not stated in an Order, Seller agrees that the goods or services shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. Without Buyer's specific authorization, an Order must not be filled at a higher price than last quoted or charged to Buyer. Seller agrees that any price reduction made in the goods or services described in an Order prior to delivery or performance thereof will be applicable to such Order. Seller represents that the price charged for the goods or services covered by an Order is not more than the lowest price charged by Seller to buyers of similar goods or services under conditions similar to those specified in such Order.
9. **TAXES.** Seller shall pay all taxes that may arise out of its sale of the goods and services to Buyer. Federal sales, manufacturers' and retailers' excise, state and municipal sales and/or use taxes, when applicable, shall be billed to Buyer as separate items on invoices of Seller.
10. **INSPECTION.** (As used herein, the term "Inspection" shall mean any and all tests, analyses, evaluations, or inspections of any goods or services provided or to be provided by Seller under any Order, whether or not required by any federal, state, local or international law or regulation.) (a) Except where specialized instructions call for inspection solely by Buyer or its customer, Seller is responsible for performing or having performed all inspections necessary to substantiate that the goods and services provided under each Order conform to the drawings, specifications and other contract requirements as listed herein; provided that, if Seller is merely a distributor of a good, then no inspection of such good is required. (b) Seller shall maintain records evidencing the completion and outcome of all inspections performed by Seller on all goods and services purchased by Buyer pursuant to an Order, and complete copies of these records shall be maintained safely, and made available to Buyer on request, for a period of four (4) years following completion of such Order, or for as long thereafter as such Order may specifically require. (c) Equipment and devices used in the performance of inspections shall be suitable for the measurements made, and shall be compared periodically to standards traceable to the National Institute of Standards and Technology to ensure continuing accuracy. Complete copies of records evidencing the completion and outcome of such comparisons shall be maintained safely, and made available to Buyer on request, for a period of four (4) years following completion of such Order, or for as long thereafter as such Order may specifically require. (d) Seller will submit for Buyer's acceptance only those goods which have been inspected by Seller and found to be in conformity with all requirements of the related Order. (e) All articles, raw materials and work-in-progress shall be subject to Buyer's inspection, to the extent practicable, at all times and places, including during the period of performance and manufacture. (f) Unless otherwise provided, inspection and acceptance by Buyer will be at the destination; however, Buyer and/or its customers reserve the right to perform source inspection and acceptance for all items or any portion thereof at Buyer's sole discretion. If Buyer or Buyer's customer exercise their rights to perform inspections on the premises of Seller or Seller's subcontractor, Seller shall furnish, and shall cause its subcontractors to furnish, all reasonable facilities and assistance for the safe and convenient performance of these inspection activities without charge to Buyer or Buyer's customer. (g) Notwithstanding prior

Inspection, payment for or use of the goods, Buyer shall have the right to reject any such goods which do not conform to the requirements of an Order or are otherwise defective. Such right shall be exercisable within six (6) months following receipt of the goods or as provided for in such Order. (h) Seller hereby agrees that Buyer has unequivocal rights to recover any and all reasonable costs associated with inspection or re-inspection, as may be appropriate, at any point other than designated F.O.B. or inspection point as specified on the face of this Order or any amendment thereto. (i) Acceptance of an Order, and the delivery of goods and/or services pursuant to such Order, constitutes a "Certificate of Compliance" on the part of Seller that all such goods delivered and/or services performed are in complete compliance with such Order. If additional specific, detailed certificates are required by the terms of an Order (e.g., Certificated Compliance, Certification of Analysis and Certification of Testing), then Seller represents, warrants and covenants to Buyer and Buyer's customers that all actions required to provide such certificates has been taken and such certificates are true and correct.

11. DELIVERY. All time(s) of shipment of goods and rendering of services and all quantities and qualities specified in an Order are the essence of such Order. Seller shall promptly notify Buyer whenever it appears that Seller will not be able to deliver goods and services as specified in an Order. Buyer, at its option, may assist in expediting delivery of items to be delivered by Buyer, if any, to Seller in order to secure Seller's timely performance, in which case Seller shall pay any excess costs incurred by reason of the expedited delivery. Seller agrees to pay all excess charges and expenses resulting from failure to ship and route by cheapest way or as instructed by Buyer, and to reimburse Buyer for any such charges paid or expenses incurred by Buyer for its failure to do so. No charge will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging, or similar charges unless provided for in the related Order or consented to in writing by Buyer. Buyer's count and weight are to be accepted as final on any shipments. If deliveries of goods are made in advance of the date agreed upon, Buyer shall have the right to store or return such goods at Seller's expense, and if returned, Seller shall hold them for delivery at the appropriate time. If Seller repudiates an Order or fails to make a delivery at the time agreed upon, or makes delivery at any time later than that agreed upon, in such Order, Buyer shall have the right, in addition to all other remedies, to terminate such Order either in its entirety, or with respect to such goods or services as are delivered later than the time agreed upon and, at Buyer's option, any remaining installments, as the case may be, and charge Seller with any loss thereby incurred. Buyer shall have the right to return any goods rejected for late delivery or store the same at Seller's expense and subject to its instructions. The losses that may be charged to Seller shall include the difference between the cost of purchasing substitute goods and/or services to those due from Seller (the "Covering Purchases"), and any incidental or consequential damages incurred, including, without limitation, penalties assessed by Buyer's customer. Incidental damages shall include expenses incurred by Buyer in inspection, receipt, transportation, care and custody of goods and/or services rejected, charges, expenses or commissions incurred by Buyer in connection with effectuating Covering Purchases, and any other reasonable expense incident to the repudiation, failure to deliver or late delivery of Seller. Consequential damages shall include any loss resulting from general or particular requirements or needs of Buyer of which Seller had reason to know, either at the time of acceptance or at the time of breach of the related Order.

12. TITLE AND RISK OF LOSS. Unless otherwise provided in an Order, Seller shall have title to and bear the risk of any loss or damage to the goods purchased under such Order until they are delivered in conformity with such Order at the F.O.B. point specified on the face thereof or after any rejection of such goods by Buyer, unless such loss results from Buyer's negligence. Upon such delivery, title shall pass from Seller and Seller's responsibility for loss or damage shall cease, except for loss or damage resulting from Seller's negligence or failure to comply with such Order. Passing of title upon such delivery shall not constitute acceptance of any goods by Buyer.

13. INSURANCE. In the event that Seller's obligations under an Order require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of Buyer's customers, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees or agents of Buyer or Buyer's customers. Seller shall maintain all necessary insurance coverages, including public liability and Workmen's Compensation insurance. Seller shall indemnify and save harmless and defend Buyer from any and all claims or liabilities arising out of work described in this Paragraph.

14. PACKAGING AND SHIPPING. (a) Unless otherwise stated on the face of an Order, Seller agrees to ship and deliver all goods ordered pursuant to such Order F.O.B. destination listed on the related Order (free from expense for Buyer), by the method of conveyance and at the point specified in such Order. (b) All package exteriors, packing lists, bills of lading, shipping notices, tags, correspondence, etc., must display Buyer's purchase order number. All goods shall be packaged in accordance with any applicable specifications cited in the related Order. If no such packaging specifications are cited, packaging shall be in accordance with commercial packaging requirements to ensure that no damage shall result from weather and/or transportation. Unless otherwise specified in the related Order, the cost of packaging shall be included in the price of the goods.

15. GRATUITY. Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives.

16. OWNERSHIP OF MATERIALS FURNISHED TO SELLER BY BUYER. (a) Unless otherwise specified in an Order, all designs, tools, patterns, drawings, specifications, materials, dies, tools, molds, cuts, engravings, information, etc. furnished to Seller by Buyer shall remain Buyer's property, and Seller shall not use any such property or information to produce or manufacture larger quantities of goods and/or services other than those specified in Buyer's Orders without first obtaining Buyer's written consent. Seller shall promptly deliver all such property and information to Buyer upon completion of Seller's use thereof, without demand therefor, or, if Buyer demands delivery of same prior to completion of work, Seller shall return such property and information to Buyer in accordance with the terms of said demand. (b) If any of Buyer's furnished property or information is misused, wasted or destroyed as a result of the negligence or mishandling on the part of Seller or any of its subcontractors, Buyer reserves the right to recover the reasonable losses incurred by Buyer in connection therewith. Reimbursement shall take the form directed by Buyer, including, but not limited to, direct repayment or as a credit reduction in the amount owed under any Order.

17. TOOLING AND TEST EQUIPMENT. Unless otherwise specified, all tooling and test equipment manufactured in the performance of an Order shall become the property of Buyer. Any exception to this provision must be expressed in writing on the face of this Order or an appropriate written amendment thereto.

18. PROTECTION AND USE OF SPECIFIC DATA/INFORMATION. By Seller. (a) All technical data (including, but not limited to, data in the nature of designs, blueprints, specifications, engineering data for production or product know-how) and all other information or documents marked as "confidential," "proprietary" or containing other similar markings which are supplied to Seller by Buyer (collectively, "Buyer's Data") shall be considered and kept confidential by Seller. (b) Without first obtaining Buyer's written consent as well as complying with the laws, rules and regulations of the U.S. Government, Seller shall not, and shall cause its affiliates and their respective employees and agents not to, directly or indirectly, (i) use Buyer's Data except in the delivery of goods to or performance of services for Buyer, (ii) disseminate the fact that Seller furnished or has contracted to furnish Buyer with goods and/or services, (iii) disclose any Buyer's Data to unauthorized third parties, (iv) use the name or trademarks of Buyer or its products in Seller's advertising materials, technical or scientific publications or other public release, or (v) disclose Buyer's Data or any portion thereof to any national of a country other than the United States or to any person or entity located in any country other than the United States (each such disclosure, an "Unauthorized Disclosure"). Seller shall provide adequate physical protection to such Buyer's Data so as to prevent access by any person or entity not authorized such access by Buyer. (c) If Seller places on the goods delivered to Buyer a trademark or a trade name of or for Buyer, Seller acknowledges that all brand names, trade names and trademarks incorporated onto or associated with such goods (collectively, the "Marks") purchased by Buyer are the exclusive property of Buyer and that Seller will not acquire any rights in any of the Marks by manufacturing and selling the products for Buyer. Seller shall not make any use of the Marks at any time except as otherwise authorized in writing by Buyer.

By Buyer. Seller agrees that any document, data or information (including drawings and instructions) provided to Buyer in connection with an Order shall be free from confidential, proprietary, or restrictive use markings, other than statutory patent, copyright, or U.S. Government security notices. Buyer and its agents and assigns may duplicate such documents, data or information in connection with further manufacture, use, or disposition of the goods and/or services furnished under an Order, and may remove, obliterate, or ignore any such markings as may be on such documents. All documents, data and information disclosed or furnished by Seller in connection with an Order shall be deemed to be disclosed or furnished as part of the consideration for such Order, and Seller agrees not to assert claims by reason of Buyer's use, duplication, or disclosure thereof.

19. PROPRIETARY RIGHTS. All rights, title and interest in and to any inventions, improvements or discoveries related to the goods furnished pursuant to any Order, whether or not patentable (the "Inventions"), conceived or reduced to practice solely by Buyer will be owned by Buyer. Except as set forth hereinafter, all Inventions conceived or reduced to practice solely by Seller will be owned by Seller, and Seller hereby grants to Buyer an irrevocable, transferrable, royalty-free, non-exclusive license to practice and use the Inventions of Seller; provided, however, that all Inventions solely conceived or reduced to practice by Seller or by other person(s) working under Seller's direction, or jointly by Seller and Buyer, in the performance of any Order ("Assigned Inventions") shall be owned solely by Buyer, and Seller agrees to assign to Buyer and not otherwise to make use of any such Assigned Inventions, such assignment to constitute additional consideration for Buyer's Order. Upon completion of performance of an Order, Seller shall deliver to Buyer any and all information relating to any Assigned Invention relating to such Order, and shall cause its employees or others subject to Seller's instructions to sign all documents necessary or desirable to transfer title thereto to Buyer and to enable Buyer to file applications for patents throughout the world.

20. RIGHT OF SETOFF. Buyer specifically reserves the right, in its sole discretion, to set off against amounts to be paid by Buyer to Seller under its contracts with Seller (including any Order), any amounts which Seller may owe to Buyer, whether by way of credit, indemnification or otherwise, and whether pursuant to such contract or any other agreement between Buyer and Seller.

21. MISCELLANEOUS. (a) Cumulative Remedies. The rights and remedies provided to Buyer shall be cumulative and in addition to any other rights and remedies provided by law or equity. Waiver. A waiver of a breach of any provision of any Order (including these Terms and Conditions) shall not constitute a waiver of any other breach. (b) Severability of Provisions. If any clause, sentence, provision or part of an Order is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of such Order, but shall be confined in its operation to the clause, sentence, provision or part thereof directly involved in the controversy in which judgment shall have been rendered. (c) Labor Disputes. Seller shall immediately notify Buyer of any actual or potential labor dispute which delays or threatens to delay the timely performance of any Order, and of all information relevant thereto. (d) Governing Law. Each Order shall be governed by and interpreted pursuant to the laws of the State of Delaware, and shall expressly not be governed by the United Nations Convention for Contracts for the International Sale of Goods. For any action brought by Seller against Buyer, exclusive jurisdiction and venue shall be Carson City, Nevada, USA. (e) For any action brought by Buyer against Seller, Customer consents to the nonexclusive jurisdiction and venue of any state or federal court located in Carson City, Nevada, USA. (f) Seller warrants and certifies that in performance of each Order, it will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment and applicable price ceilings, if any, and that the goods and/or services delivered pursuant to such Order shall be produced in compliance with the Fair Labor Standards Act of 1938 ("FLSA"). Seller agrees to include a certificate on all invoices stating that materials covered thereby were produced in compliance with FLSA. (ii) Saft America Inc. is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1 (a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting

requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60-741.5 require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

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