



## Terms & Conditions of Purchase

### SECTION A - INSTRUCTIONS TO SUPPLIER

A. PURCHASE ORDER NUMBER: Supplier shall include Click Bond's Purchase Order number, including any change, modification, or revision designation or controlling blanket agreement number, on all invoices, packing lists, bills of lading, packages, containers, and correspondence processed under this Purchase Order.

B. PACKING LIST: A packing list shall accompany each shipment of goods and, if such shipment completes the Purchase Order, shall show thereon: "This shipment completes this order."

C. PACKAGING AND INSURANCE: No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Goods shall (i) be packaged to ensure safe arrival at destination, (ii) be described to conform to carrier's classification rules so as to obtain lowest transportation cost, and (iii) not be insured nor show declared value for shipment beyond FOB point.

D. DISCOUNTS: If a prompt payment discount is negotiated, its terms will be specifically identified in the individual Purchase Order.

### SECTION B – CLICK BOND STANDARD TERMS

#### 1. TERMS OF AGREEMENT

1.1. Except when a purchase order is issued referencing a Master Supply Agreement, this Purchase Order, together with any Statement of Work "SOW", these Terms and Conditions, and any other attachments and exhibits whether physically attached or incorporated by reference, (collectively the "Purchase Order") constitutes the entire agreement between Click Bond, Inc. ("Click Bond") and the supplier identified on the purchase order (the "Supplier") for the sale and purchase of the goods and services identified herein, and is expressly limited to and made conditional upon the acceptance of all the terms and conditions. Any conflict among or between a Master Supply Agreement, purchase order, SOW, these terms and conditions, or any attachment, shall be resolved as set forth in Section 20.

1.2. Click Bond's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Click Bond's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of this Purchase Order, or



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commencement of performance constitutes Supplier's acceptance of these terms and conditions. The Purchase Order may be revoked at any time prior to acceptance.

1.3. Capitalized Terms shall have the meanings set forth in the Sections in which they are defined. Terms not defined where they are first used are defined in Section 22.

### 2. DELIVERY

2.1. Time is of the essence in the performance of this Purchase Order by Supplier. Delivery is to be made both in quantities and at times specified herein. If Supplier's delivery shall fail to meet schedule, Click Bond, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby may (was shall) be debited to Supplier's account.

2.2. Click Bond shall not be liable for Supplier's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Click Bond's delivery schedule. Products delivered in advance of schedule may, at Click Bond's discretion, (i) be returned at Supplier's expense for proper delivery, (ii) have payment therefor delayed by Click Bond until the date that such payment would have been due had delivery occurred on the date scheduled for delivery, or (iii) be placed in storage for Supplier's account until delivery date specified herein.

### 3. INSPECTION AND TEST

3.1. All Work ordered hereunder shall be subject to inspection and test by Click Bond to the extent practicable at all times and places, including the period of manufacture if the Work is to be specifically manufactured for Click Bond in accordance with drawings, designs, or specifications furnished by Click Bond, and in any event prior to acceptance. Such Work shall be subject to final inspection and to acceptance by Click Bond after delivery to Click Bond. If the Work ordered herein does not meet the specifications or otherwise do not conform to the requirements of this Purchase Order, Click Bond shall have the right to reject such Work. Work that has been delivered and rejected may be returned to Supplier for replacement, correction, reimbursement, or credit as Click Bond may direct. If after notice, Supplier fails to promptly replace or correct such rejected items, same may be replaced or corrected (without thereby exercising wrongful ownership) by Click Bond at the expense of Supplier. Any Work rejected by Click Bond shall be at Supplier's risk and expense, and such Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. Packaging and handling expense incidental thereto and applicable transportation cost shall be charged to Supplier's account. Upon non-acceptance, repudiation or rejection of any Work, Click Bond shall not be liable for any incidental or consequential damages.



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3.2. If the Work constitutes goods to be specifically manufactured for Click Bond in accordance with drawings, designs, or specifications furnished by Click Bond: (1) Supplier shall provide and maintain an inspection and quality control system acceptable to Click Bond and provide access to Supplier's facilities at all reasonable times for inspection by Click Bond's agents or employees, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Purchase Order; and (2) Supplier shall maintain adequate and authenticated inspection and test documents which relate to work performed under this Purchase Order for a period of seven years after completion of this Purchase Order or as otherwise specified in this Purchase Order, and shall make such records available to Click Bond upon request; and (3) Supplier shall supply Click Bond with inspection and test reports, affidavits, certifications, or any other documents as may reasonably be requested by Click Bond.

### 4. WARRANTIES

4.1. Supplier expressly represents and warrants that all Work (i) delivered hereunder shall be free from defects in workmanship, material, and manufacture and, where design is Supplier's responsibility, will be free from defects in design, (ii) shall conform to applicable specifications, drawings, samples, and performance specifications whether set forth in this Purchase Order or in Supplier's sales literature (in the event of a conflict between the terms of this Purchase Order and such sales literature, the terms of this purchase order shall prevail), and (iii) will not violate, infringe, or misappropriate any patent, trade secret, copyright, trademark or other proprietary right.

4.2. Each Party represents (i) that its execution and performance of this Purchase Order is authorized and will not conflict with, be a breach of or constitute a default under any agreement to which such party is bound, and (ii) this Purchase Order is a legal and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by applicable insolvency and other laws affecting creditors' rights generally or by the availability of equitable remedies.

4.3. Said warranties shall not be deemed to limit any warranties of additional scope given to Click Bond by Supplier, nor to limit Click Bond's rights or Supplier's obligations under any other provision of this Purchase Order, at law or in equity. No warranties are waived by Click Bond by reason of supplying plans, specifications, or data or inspecting or accepting the goods. When Click Bond furnishes specifications to Supplier, Supplier shall immediately notify Click Bond of any infringement claim and Click Bond may defend or negotiate the disposition of any such claim. Supplier shall re-perform, repair or replace any Service and/or Deliverable not in compliance with this Section 4 within a reasonable time. Items repaired or replaced hereunder by Supplier shall, unless otherwise provided herein, be subjected by Supplier to the same qualification or acceptance test as applicable to the item(s) at the time of the original delivery to Click Bond. The warranties of this Section 4 shall survive inspection



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and acceptance of and payment for the items delivered hereunder and shall run to Click Bond, its successors, assigns, and customers.

### 5. DRAWINGS AND SPECIFICATION REVIEW

If, during the term of this Purchase Order, Click Bond representatives review drawings, specifications, or other data developed by Supplier in connection with this Purchase Order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Click Bond and shall not serve to relieve Supplier of any responsibility for the reliability, quality, rate of output, cost, delivery, performance, or any other requirements of this Purchase Order.

### 6. CONFIDENTIAL INFORMATION

6.1. All Click Bond Confidential Information shall be treated in accordance with the Non-Disclosure Agreement ("NDA") executed between the parties. Confidential Information shall have the definition provided for in the NDA. If an NDA was executed between the parties and has an expiration date before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

6.2. Supplier agrees (i) that all information disclosed to Click Bond by Supplier, in connection with the placing or filling of this Purchase Order, is disclosed as a part of the consideration for this Purchase Order; (ii) that such information is not, unless otherwise agreed to by Click Bond in writing, to be treated as confidential or proprietary; and (iii) that Supplier shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Click Bond, its assigns, or its customers.

### 7. TOOLING AND OTHER ARTICLES

7.1. Unless otherwise specified in this Purchase Order, all tooling and all other articles required for the performance hereof shall be furnished by Supplier and shall be properly maintained and replaced when necessary at Supplier's expense.

7.2. If Click Bond agrees to pay Supplier for such tooling and other articles, either separately or as a stated part of the unit price of goods purchased herein, title to same shall pass to Click Bond upon (i) commencement of processing for use in performance of this Purchase Order, or (ii) Click Bond payment therefor, whichever occurs first.

7.3. Any such tooling and other articles which are Click Bond's property shall be used only in the performance of this Purchase Order and handled in accordance with Section 9.

### 8. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party harmless from and against any losses, damages, costs and expenses arising from (i) any breach of the representations or warranties described in Section 4 or (ii) any acts or omissions of such party. The



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indemnified party shall reasonably cooperate with the indemnifying party in the defense of such claim, and may be represented, at the indemnified party's expense, by counsel of the indemnifying party's selection.

### 9. CLICK BOND'S PROPERTY

Title to all property furnished to Supplier by Click Bond or paid for by Click Bond shall remain with Click Bond. Supplier shall not alter or use such property for any purpose or for any other party other than that specified by Click Bond, without the prior written consent of Click Bond. Supplier shall keep adequate records, which shall be made available to Click Bond upon request, and shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Supplier's expense. In the event that Click Bond's property becomes lost or damaged to any extent for any cause while in Supplier's possession, Supplier agrees to replace or repair such property, at Supplier's expense, in accordance with Click Bond's request. At the completion or any termination of the Work for which Click Bond's property was required, Supplier shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Supplier shall make such property available to Click Bond per Click Bond's request, including preparation, packaging, and shipping as directed. Expense for preparation for shipment shall be for Supplier's account and shipment shall be made FOB Supplier's plant. Click Bond may, at its sole discretion and by written notice, divest itself of title in favor of Supplier.

### 10. COMPLIANCE WITH LAWS

Supplier shall, in the performance of work or services under this Purchase Order, fully comply with all applicable federal, state, or local laws, rules, regulations, or ordinances. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Click Bond liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it / them or Click Bond in retaining or obtaining business or in performing the Work. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

### 11. TAXES

Supplier's prices shall include all federal, state or local excise taxes levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of this Purchase Order. Supplier shall list separately on its invoice any such tax lawfully applicable to any such goods, and payable by Click Bond, with respect to which Click Bond does not furnish to Supplier lawful evidence of exemption. Supplier shall comply with any reasonable request by Click Bond regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford Click Bond the benefit of any refund or reduction in such taxes.



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### 12. ASSIGNMENT

Supplier shall not assign any portion of Supplier's obligations under this Purchase Order or subcontract any of the Services without the prior written consent of Click Bond. This Agreement will inure to the benefit of and will be binding upon the successors and permitted assigns of the parties.

### 13. NOTICE OF LABOR DISPUTES

Whenever Supplier has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this Purchase Order, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Click Bond. Supplier shall insert the substance of this clause, including this sentence, in any subcontract hereunder.

### 14. GOVERNING LAW

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Nevada, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Carson City, Nevada, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Each of the rights and remedies reserved by Click Bond in this Purchase Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Purchase Order. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

### 15. TERMINATION

15.1. Click Bond may at any time terminate this Purchase Order in whole or in part for its convenience upon written notice to Supplier, in which event Supplier shall be entitled to reasonable termination charges consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to termination, plus any reasonably incurred settlement expenses.

15.2. Either party may terminate this Purchase Order in the event of a default by the other party that remains uncured 30 days after notice thereof.

15.3. Click Bond may terminate this Purchase Order immediately if Supplier becomes insolvent and the parties agree that the payment terms under this Purchase Order shall be modified automatically to cash on delivery if Click bond becomes insolvent. Such party shall be deemed to be insolvent if (i) it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or





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not; (ii) it files a voluntary petition to have such party declared bankrupt; (iii) it appoints a receiver or trustee, or (iv) it executes an assignment for the benefit of creditors.

15.4. Click Bond may terminate this Purchase Order, in whole or in part, for default, without applicable notice and cure periods in the event Supplier fails to deliver the Products or Deliverables or perform the Services or any other substantive provision of this Purchase Order within the time specified. Supplier shall diligently proceed with performance of any Purchase Order work not terminated.

15.5. If Click Bond reasonably determines that Supplier has not made sufficient progress on the Work such that the delivery dates specified are likely to be met, and Supplier fails to reasonably satisfy Click Bond that such delivery dates will be met within 15 days of notice thereof, Click Bond may terminate this Purchase Order, in whole or in part, for default.

15.6. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

### 16. INTELLECTUAL PROPERTY RIGHTS

16.1. Unless otherwise specified in a SOW and except as provided in Paragraph 17.2, Click Bond is the sole and exclusive owner of all Work and Supplier hereby irrevocably assigns and transfers to Click Bond all of its worldwide rights, title, and interest in, the Work, including all associated Intellectual Property Rights.

16.2. Unless otherwise specified in a SOW, each party owns all right, title, and interest in and to any of its Pre-existing Materials. Supplier hereby grants Click Bond a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use, incorporate into other products, manufacture, have manufactured, reproduce, distribute, sell, create derivative works of, publicly perform and publicly display Supplier's Pre-existing Materials in the Work to the extent necessary for Click Bond's exercise and exploitation of its rights in the Work.

16.3. Supplier acknowledges and agrees that all Work-Product created by Supplier, or to which it contributes, pursuant to this Purchase Order, whether in the performance of Services or the creation of Deliverables or Products, shall be "works made for hire" and solely and completely the property of Click Bond. Supplier hereby irrevocably assigns to the Company all right, title and interest in and to such Work-Product, including all Intellectual Property Rights, free and clear of all liens and encumbrances. In the event that Supplier has any such rights to Work-Product that cannot be assigned or waived, Supplier hereby grants to Click Bond a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use, incorporate into other products, manufacture, have manufactured, reproduce, distribute, sell,



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create derivative works of, publicly perform and publicly display the Deliverables or Products in any medium or format, whether now known or later developed.

16.4. Unless otherwise specified in a SOW, Supplier will obtain and assign to Click Bond a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above releases and licenses to Click Bond upon Click Bond's request.

### 17. CHANGES

17.1. Click Bond may at any time, by a written order, make changes within the general scope of this Purchase Order for compliance by Supplier, in any one or more of the following: (i) drawings, designs, or specifications, where the supplies or services to be furnished are to be specifically manufactured or produced for Click Bond in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery; and (iv) delivery schedule and period of performance of work.

17.2. 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 under this Purchase Order (whether or not changed by such written order), an equitable adjustment shall be made in the Purchase Order price and/or delivery schedule and period of performance and the Purchase Order shall be modified in writing accordingly. Any claim by Supplier for equitable adjustment under this paragraph shall be asserted within 15 days from the date of receipt by Supplier of the notification of change.

### 18. STOP-WORK ORDER

18.1. Click Bond may, at any time, by written order to Supplier, require Supplier to stop all, or any part, of the Work for a period of 90 days after the written order is delivered to Supplier, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this paragraph.

18.2. Upon receipt of the stop-work order, Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within 90 days (unless otherwise agreed) of issuing a stop-work order, Click Bond shall either (1) cancel the stop-work order; or (2) terminate the Work covered by the stop-work order as provided for in Section 16 and make an equitable adjustment for the cost of the stop-work order prior to termination.

18.3. If a stop-work order is cancelled or expires, Supplier shall resume work. Click Bond shall make an equitable adjustment in the delivery schedule and/or contract price and the





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Purchase Order shall be modified in writing accordingly, if (1) the stop-work order results in an increase in the time required for, or in Supplier's cost properly allocable to, the performance of any part of this Purchase Order; and (2) Supplier asserts its rights to the adjustment within 15 days after the end of the period of work stoppage.

### 19. HIERARCHY OF TERMS

19.1. If a Master Supply Agreement exists between Supplier and Click Bond, the terms of such Master Supply Agreement shall prevail over any inconsistent terms herein.

19.2. If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

19.2.1. A conflict between the terms in an SOW and any terms on the face of the purchase order ("PO terms"), these Terms and Conditions, or any terms set forth in an exhibit or hyperlink will be resolved in favor of the SOW.

19.2.2. A conflict between the Terms and Conditions and any PO terms or any terms set forth in an exhibit or hyperlink will be resolved in favor of the Terms and Conditions.

19.2.3. A conflict between the PO terms and any terms set forth in an exhibit or hyperlink will be resolved in favor of the PO Terms.

### 20. LIMITATION OF CLICK BOND'S LIABILITY/ STATUTE OF LIMITATIONS

In no event shall Click Bond be liable for anticipated profits or for incidental or consequential damages. Click Bond's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from this Purchase Order or from the performance or breach thereof shall, in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Click Bond shall not be liable for penalties of any description. Any action resulting from any breach on the part of Click Bond as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

### 21. DEFINITIONS

21.1. "Deliverables" means the deliverables specified in the Purchase Order.

21.2. "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind



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and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

21.3. "Master Supply Agreement" means a contract executed between Click Bond and Supplier before or after the date of this Purchase Order which either specifies that this Purchase Order shall be subject to the terms of the Master Supply Agreement from its effective date or which is referenced by this Purchase Order.

21.4. "Pre-existing Materials" means any Intellectual Property Rights or tangible personal property of Supplier or Click Bond created before the date of this Purchase Order or outside the scope of this Purchase Order.

21.5. "Product" means tangible goods other than Deliverables specified in a Purchase Order to be delivered on or before the delivery date specified.

21.6. "Services" means all services specified in the Purchase Order.

21.7. "Statement of Work" or "SOW" means a document executed by an authorized signor of each party and attached to or incorporated by reference to the Purchase Order which specifies the Services and/or Deliverables and related due dates, milestones, payments or other requirements and any exceptions to these standard Terms and Conditions.

21.8. "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors.

21.9. "Third Party Intellectual Property Rights" means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

21.10. "Work" means the Deliverables, Products and Services specified in the Purchase Order.

21.11. "Work-Product" means all materials, software, tools, data, inventions, works of authorship, development, discovery, process, method, machine, and other innovations of any kind, including, without limitation, all Services and any portion of any Deliverables and any improvements or modifications thereto, that Supplier, or personnel working for or through Supplier, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services or as a result of such Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.