

Purchasing Terms and Conditions

Equustock, LLC

ADDITIONAL INSTRUCTIONS, TERMS & CONDITIONS FOR PURCHASES

1. Applicability.

The purchase and sale of Goods and/or Services pursuant to a Purchase Order (including any repaired or replacement Goods provided, or any Services re-performed, by Supplier thereunder) are subject to the terms and conditions of a written agreement by and between Buyer and Supplier under which Buyer submits a Purchase Order, or, in the absence of such written agreement, the Terms (as defined in Section 2 below).

2. Definitions.

“Buyer”	Equustock, LLC or its affiliate indicated on the Purchase Order
“Goods”	The raw materials, equipment, finished goods, parts, components, articles, or other items covered by the Purchase Order, including any Work Product (as defined herein) and other deliverables (if any) delivered in connection with the performance of the Services
“Purchase Order”	The purchase order issued by Buyer to Supplier
“Services”	The services, work or other performance obligations covered by the Purchase Order
“Supplier”	The individual or entity providing the Goods and/or Services covered by the Purchase Order
“Terms”	These Additional Instructions, Terms & Conditions for Purchase, which may be amended from time to time.

3. Acceptance.

The Purchase Order is an offer by Buyer to purchase the Goods and/or Services (as applicable) from Supplier in accordance with and subject to the terms herein and therein. The Purchase Order is not binding on Buyer until it is accepted by Supplier. Supplier will be deemed to have accepted the Purchase Order when it (i) sends Buyer notice of acceptance in writing, (ii) starts to perform the Services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the Goods covered by the Purchase Order, whichever occurs first. Buyer may withdraw the Purchase Order at any time before it is accepted by Supplier. No contract will exist except herein provided.

Supplier's acceptance is expressly limited to these Terms. Any invoice, acknowledgement or other communication issued by Supplier in connection with the Purchase Order will be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the Purchase Order and will not be considered to be Supplier's exceptions to these Terms. Any additional or different terms proposed by Supplier are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by Buyer. Furthermore, Buyer will not be bound by, any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by Buyer in connection with the Goods and/or Services (as applicable) or the Purchase Order.

The Purchase Order, together with any documents incorporated herein and therein by reference, constitutes the sole and entire agreement of the parties with respect to the purchase and sale of the Goods and/or Services (as applicable), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order.

4. Delivery Date.

Supplier will deliver the Goods and/or perform the Services (as applicable) on the date(s) specified in the Purchase Order (the "Delivery Date"). If no delivery date is specified, Supplier will deliver the Goods and/or Services (as applicable) within thirty (30) days of Supplier's receipt of the Purchase Order (which date will be the Delivery Date). Timely delivery of the Goods and/or Services (as applicable) is of the essence. If Supplier fails to deliver the Goods and/or Services (as applicable) in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Supplier and Supplier will indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods and/or Services (as applicable) on the Delivery Date. In addition, Buyer has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier will redeliver such Goods on the Delivery Date.

5. Delivery Location.

All Goods will be delivered to, and all Services will be performed at, the address specified in the Purchase Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

6. Shipping Terms.

Delivery of the Goods (if any) covered by the Purchase Order will be made in accordance with the delivery terms specified in the Purchase Order. If no shipping terms are specified, all deliveries of such Goods to and from U.S. locations will be made DAP Delivery Location

(in accordance with Incoterms 2010), and all deliveries of such Goods to and/or from non-U.S. locations will be made DDP Delivery Location (in accordance with Incoterms 2010).

When Goods are delivered to a carrier for transportation, Supplier will give prompt written notice to Buyer and provide Buyer all documents necessary to release the Goods to Buyer.

The "PO Number" indicated in the Purchase Order must appear on all applicable shipping documents, shipping labels, bill of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

7. Title; Risk of Loss.

Title to the Goods covered by the Purchase Order (if any) passes to Buyer upon delivery of the Goods to the Delivery Location. Delivery of the Goods is not complete until such Goods have actually been received and accepted by Buyer. Supplier bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

8. Packaging.

All Goods covered by the Purchase Order (if any) must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at Supplier's expense.

9. Quantity.

The specific quantity of Goods ordered (if any) must be delivered in full and not be changed without Buyer's written consent. If Supplier delivers more or less than the quantity of Goods ordered, Buyer may reject all or any of the Goods. Any such rejected Goods will be returned to Supplier at Supplier's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the price of the Goods will be adjusted on a pro-rate basis.

10. Prices: Most Favored Customer.

The price of the Goods and/or Services (if applicable) is the price stated in the Purchase Order (the "Price"). If no Price is specified in the Purchase Order, the Price will be (i) the price set out in Supplier's published price list in force as of the date of the Purchase Order,

or (ii) the price last quoted or billed by Supplier at the prevailing market price, whichever is lower.

Supplier warrants that the prices for the Goods and/or Services (as applicable) to be provided are not less favorable than those currently extended to any other customer for the same or similar goods and services. In the event Supplier reduces its prices for such goods or services prior to accepting the Purchase Order or during the term of performance of the Purchase Order, Supplier agrees to reduce the Prices charged to the Buyer accordingly.

Supplier warrants that the Prices shown in the Purchase Order are complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating.

No additional charges will be added to the Price, nor will any increase in the Price last quoted or charged to Buyer will be effective, whether due to increased materials, labor or transportation costs or otherwise, without the prior written consent of Buyer.

11. Payment Terms: Set-Off; Recoupment.

Supplier will not issue an invoice to Buyer prior to delivery of the Goods and/or completion of the Services (as applicable) and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars.

Buyer will pay all properly invoiced amounts due to Supplier in accordance with the terms specified in the Purchase Order. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Supplier within seventy-five (75) days after the Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of payment dispute, Buyer will deliver a written statement to Supplier listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith. Supplier will continue performing its obligations under the Purchase Order notwithstanding any such dispute.

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off or recoup, at any time, any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

12. Insurance.

Supplier will be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability and other insurance as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier will provide Buyer with certificates of insurance or evidence of coverage. Supplier will provide adequate coverage for any of Buyer's property under the care, custody or control of Supplier. In no event will the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for

indemnification under these Terms. Damage to Buyer's premises or manufacturing facilities caused by Supplier's workmen will be repaired to the satisfaction of Buyer at Supplier's expense.

13. General Warranties.

With respect to all Goods (if any) to be delivered under the Purchase Order, Supplier warrants to Buyer that such Goods will (i) be merchantable, (ii) free from any defects in workmanship, materials and design, (iii) be manufactured, packaged, labeled, handled, shipped and stored by Supplier or its agent in a good and workman-like manner at quality levels consistent with industry standards and in accordance with all applicable specifications, drawings, designs, samples and other requirements specified by Buyer, (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances; and (iv) not infringe or misappropriate any letters patent, trademark or copyright issued or granted by the United States or Canada or any other intellectual property rights of any third party.

With respect to all Services (if any) to be performed under the Purchase Order, Supplier warrants to Buyer that (i) Supplier will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized Industry standards for similar services and in accordance with any and all specifications provided by Buyer, (ii) Supplier will devote adequate resources to meet its obligations under the Purchase Order, and (iii) Supplier's performance of the Services will not infringe or misappropriate any letters patent, trademark or copyright issued or granted by the United States or Canada or any other intellectual property right of any third party.

Supplier further warrants to Buyer that (i) Supplier's acceptance of, or performance under, the Purchase Order does not result in a conflict of interest between Supplier or any third party, (ii) Supplier has the full legal right to provide all Goods and/or Services (as applicable), and that there is no claim, litigation or proceeding pending or to its knowledge threatened against the Supplier with respect to such Goods and/or Services, or any component thereof, alleging infringement or any patent or copyright or violation of any trade secret or any other proprietary right of any person, and (iii) Supplier will obtain and maintain all permits, licenses, and consents required in connection with its performance under the Purchase Order.

All warranties set forth in these Terms will remain in effect for a period of one (1) year from the date of acceptance of the Goods and/or Services (as applicable) by Buyer, and will not be deemed waived by reason of Buyer's receipt, inspection, or by payment for, the Goods and/or Services (as applicable).

The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity (collectively, the "Warranties"). It is the intent of Buyer and Supplier that if any

Warranties are held to be inconsistent, Buyer may, at any time including in the course of a suit for breach, select which Warranty will be excluded from the Purchase Order.

All Warranties will run to Buyer, its customers and subsequent owners of the Goods and/or Services (as applicable) to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. All Warranties will be construed liberally in favor of Buyer.

Notice of breach of warranty may be given orally or in writing; said notice need not include a clear statement of all objection that will be relied upon by Buyer as the basis for breach. All Warranties will be construed as conditions as well as promises.

Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods and/or Services (as applicable) with the foregoing warranties.

14. Manufacturing Practices.

If Buyer advises Supplier that the Goods (if any) to be delivered under the Purchase Order will be used in finished product that is regulated by the United States Food and Drug Administration and/or any other applicable governmental or regulatory authority, then Supplier will follow all current good manufacturing practices stipulated or promulgated by such governmental or regulatory authority, as the same may be changed from time to time, that are applicable to the manufacture, packaging, labeling, handling, shipping or storage of such Goods.

15. Environmental Compliance.

Supplier warrants that any Goods supplied under the Purchase Order (if any), and the manufacture of such Goods, will comply in all respects with the applicable federal, state, local and foreign laws (including, without limitation, common law), rules, statutes, regulations, ordinances, and other provisions having the full force and effect of law, and orders, policies, judgments or requirements of any governmental or regulatory authority, in each case related to the pollution or protection of the environment or human health and safety, including without limitation, the U.S. Toxic Substances Control Act of 1976, as amended (15USC 2601, et seq.). Supplier warrants it will notify Buyer in advance of any proposed change in the Goods supplied under the Purchase Order which may alter or add to any of the Chemical Abstract Service (CAS) number(s) for raw materials listed in the Specifications. Any such changes must be mutually agreed upon by the Buyer and Supplier prior to shipment to Buyer.

16. Safety Compliance.

Supplier warrants that any Goods supplied under the Purchase Order, and the manufacture of such Goods, will comply in all respects with the Occupational Safety and Health Act of

1970, as amended (29 USC 651, et seq.) and the applicable requirements of the Occupational Safety and Health Administration.

17. Anti-Bribery Compliance.

Supplier acknowledges that Buyer is subject to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and anti-bribery and anti-corruption laws in various other jurisdictions. Supplier warrants that it will (a) comply in all respects with such laws, rules and regulations related thereto, including the comparable laws of all jurisdictions where it or its agents are conducting business, (b) provide written certification of its compliance with the foregoing when asked by Buyer, and (c) cooperate with Buyer and its designees at Supplier's expense in any inquiry or investigation of Supplier or its agents regarding their conduct or alleged conduct relation to compliance or failure to comply with any of the foregoing.

18. Child Labor and Forced Labor.

Supplier warrants that it does not employ children, prison labor, indentured labor, bonded labor or use corporal or other forms of mental and physical coercion as a form of discipline. Moreover, Supplier agrees that it will not conduct business with vendors employing children, prison labor, indentured labor, bonded labor or who use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, Buyer and Supplier agree to define "child" as less than 15 years of age. If local minimum age law is set below 15 years of age, but is in accordance with exceptions under International Labor Organization (ILO) Convention 138, the lower age will apply. Buyer has the right to audit Supplier's premises to ensure compliance with the warranty.

19. Conflict Minerals.

With respect to any and all Goods (if any) delivered under the Purchase Order, Supplier warrants that such Goods will at no time contain any "conflict minerals" as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DCR). Supplier will immediately notify Buyer if at any time the foregoing representation becomes inaccurate or incomplete.

20. Compliance with Laws.

Supplier warrants that, in performing its obligations under the Purchase Order, Supplier will comply (and will require all of its employees and other agents involved in Supplier's performance under the Purchase Order to comply) with all applicable federal, state and local laws, codes, regulations, rules and orders in the performance of the Purchase Order and that any Goods have been manufactured in compliance with the Fair Labor Standards Act and all other applicable federal, state and municipal laws, codes, regulations, rules and

orders. Supplier further warrants that it will not discriminate against any applicant or employee because of race, color, religion, sex or national origin.

21. Government Contracts.

If Buyer advises Supplier that Goods or Services supplied under the Purchase Order are necessary, in whole or in part, to the performance of a government contract, Supplier agrees to comply with all applicable provisions of that government contract as follows: **To the extent not exempt, Supplier shall abide by the requirements of 41 CFR 60-1.4(a) and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment Individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

22. Indemnification.

Supplier agrees to indemnify, defend and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, customers and agents, from and against any and all claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, arising out of or resulting in any way from (i) Supplier's manufacture and/or supply of Goods to Buyer, (ii) Supplier's performance of Services, (iii) any defect in the Goods, (iv) the negligence of willful misconduct of Supplier, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits, (vi) Supplier's breach of any representation, warranty, covenant or other obligation hereunder, and/or (vii) the infringement of any third party proprietary rights with respect to (A) Services performed by Supplier, and/or (B) Goods supplied by Supplier (including, without limitation, with respect to Supplier's manufacture and/or Buyer's use or possession thereof).

Supplier's obligation to indemnify will survive the expiration or termination of the Purchase Order by either party for any reason. Supplier may, at its option, conduct the defense of any third party action and Buyer will cooperate with Supplier's defense as reasonably requested. If the use or sale of any Goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Buyer may have hereunder or by law, Supplier, at no expense to Buyer, will obtain for Buyer and its customers the right to use and sell said item, or will substitute an equivalent item, acceptable to Buyer, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Buyer or its customers, Supplier will indemnify

Buyer and its customers for any and all losses or damages sustained by reason of such injunction.

23. Limitation of Liability.

BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. Inspection; Rejection.

All Goods and Services are subject to Buyer's right of inspection and rejection on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are defective or otherwise do not conform to the descriptions and specifications delivered in connection with the Purchase Order or otherwise communicated to Supplier in writing. If Buyer rejects any portion of the Goods and/or Services (as applicable), Buyer has the right, effective upon written notice to Supplier, to (i) rescind the Purchase Order in its entirety; (ii) accept the defective and/or non-conforming Goods and/or Services (as applicable) at a reasonably reduced Price; or (iii) reject the non-conforming Goods and/or Services (as applicable) and require the replacement or re-performance (as applicable) thereof.

If Buyer requires replacement or re-performance of non-conforming Goods and/or Services (as applicable), Supplier will, at its expense, promptly replace or re-perform the non-conforming Goods and/or Services (as applicable) and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods or re-perform Services (as applicable), Buyer may replace the non-conforming Goods and/or Services (as applicable) with goods and/or services (as applicable) from a third party and charge the Supplier the cost thereof and terminate the Purchase Order for cause.

Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Buyer will have the right to conduct further inspections after Supplier has carried out its remedial actions. Acceptance by Buyer will not occur unless and until (i) with respect to Goods installed by Supplier, any acceptance tests or programs described in the Purchase Order or attachments thereto are completed to Buyer's satisfaction, as evidenced by an acceptance certificate signed by Buyer, (ii) with respect to any Services performed by Supplier, such Services are completed to

Buyer's satisfaction, as evidenced by any acceptance certificate signed by Buyer, or (iii) with respect to Goods not installed by Supplier, Buyer has not notified Supplier, within thirty (30) days following receipt of the Goods by Buyer, that Goods are defective or otherwise do not conform to Specifications.

25. Termination.

Buyer reserves the right to cancel all or any part of the undelivered portion of the Purchase Order if Supplier does not provide conforming Goods and/or Services as specified, time being of the essence, or if Supplier breaches any of the terms here of including, without limitation, the Warranties.

Buyer further reserves the right to terminate the Purchase Order in whole or in part for convenience upon written notice to Supplier, in which event Supplier will be entitled only to reasonable termination charges consisting of actual direct costs resulting from termination.

26. Force majeure.

Neither party will be liable for any delay or failure in performing its obligations under the Purchase Order (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For Purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Purchase Order for a continuous period of more than thirty (30) days, Buyer may terminate the Purchase Order immediately by giving written notice to Supplier.

27. Cumulative Remedies.

Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.

28. Governing Law.

The Purchase Order will be governed and construed according to the laws of the State of Illinois without regard to principles of conflicts of law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly waived by the parties and will not apply to the Purchase Order.

29. Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to the Purchase Order will be settled by arbitration to be held in Illinois in accordance with the rules of the American Arbitration Association, and judgement upon any award rendered in such proceedings may be entered into any court having jurisdiction as provided by law. Neither the United Nations Convention on Contracts for the International Sale of Goods (CISG) nor the convention on the Limitation period for the International Sale of Goods shall be applicable to the Purchase Order or otherwise be used in the interpretation of these Terms.

30. Assignment.

Neither the Purchase Order nor any of the rights and obligations of Supplier thereunder may be assigned or transferred by Supplier without the prior written consent of Buyer. The Purchase Order will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

31. Confidentiality.

If the parties have executed a separate confidentiality agreement (a "CDA"), the terms of such CDA will govern the disclosure and receipt of Confidential Information (as defined in the CDA) by and between the parties. If a CDA is not in effect between the parties, the remainder of this Section 31 will apply.

Supplier agrees to keep all Confidential Information (as directed below) in confidence during and following termination or expiration of the Purchase Order.

Confidential Information includes but is not limited to any and all information or material that is proprietary or commercially valuable to Buyer, including, without limitation, know-how, technical information, data, trade secrets, inventions (whether patented or unpatented), technologies, samples and materials, research or business plans, products, services, customer and supplier lists, operations, manufacturing processes, software, hardware, equipment, databases, discoveries, formulas, diagrams, drawings, graphs,

blueprints, specifications, laboratory books, records, designs, analyses, test materials, compounds, computer programs in human or machine-readable code (including notes, spread-sheets and flow-charts), marketing, financial, manufacturing and other business data and projections (including, without limitation, operation costs, profit margins, raw materials, sales information, production and technology costs), unpublished documents, and the contents and existence of the Purchase Order. Confidential Information will include the confidential information of any third party who has given the Buyer the right to use such confidential information subject to a non-disclosure agreement between Buyer and such third party. Confidential Information need not be labeled as such to enjoy the protections afforded the same but need only be of the kind generally understood to be confidential, proprietary or commercially valuable.

Confidential Information does not include any information that (i) Supplier lawfully knew without restriction on disclosure before Buyer disclosed it to Supplier, (ii) is now or becomes publicly known through no wrongful act or failure to act of Supplier, (iii) Supplier developed independently without use of Confidential Information, as evidenced by appropriate documentation, or (iv) is hereafter lawfully furnished to Supplier by a third party as a matter of right and without restriction on disclosure. In addition, Supplier may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Supplier provides prompt notice to Buyer of such requirement prior to disclosure.

Supplier agree not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, Supplier agrees to limit its intentional distribution of Confidential Information to those who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Supplier of nondisclosure agreements with provisions substantially similar to those set forth herein.

In no event will Supplier use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information.

Supplier further agrees not to use Confidential Information except in the course of performing hereunder and will not use Confidential Information for its own benefit or for the benefit of any third party. The mingling of Confidential Information with information of Supplier will not affect the confidential nature or ownership of the same as stated hereunder. Supplier agrees not to design or manufacture any products which incorporate Confidential Information.

The terms of this Section 31 are in addition to, and will complement and supplement any other agreement between the parties regarding confidentiality or security of information, including, without limitation, any applicable CDA.

32. Intellectual Property; License.

As between the parties, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information materials made, conceived or developed by Supplier alone or with others which result from or relate to any Services performed under the Purchase Order (collectively, "Work Product"), and all rights with respect thereto, will at all times be and remain the sole and exclusive property of Buyer.

Standard goods manufactured by Supplier and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product and, as between the parties, all rights with respect thereto will remain the sole and exclusive property of Supplier.

The foregoing notwithstanding, Supplier hereby grants to Buyer a non-exclusive, royalty-free worldwide license to use such of Supplier's intellectual property, if any, as is required to give Buyer full benefit of any Goods that incorporate such Supplier intellectual property.

Except as otherwise set forth herein, as between them, each of Buyer and Supplier will retain the sole and exclusive rights in all of its intellectual property.

33. Relationship of Parties.

Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Buyer, and are therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Supplier will be responsible for all costs and express incident to performing its obligations under the Purchase Order and will provide Supplier's own supplies and equipment. Except as otherwise set forth in these Terms, the manner and means of providing the Goods and/or Services (as applicable) to Buyer are subject to Supplier's sole control.

34. Notices.

All notices, requests, demands and other communications that are required or may be given pursuant to the Purchase Order will be in writing and sent by mail, overnight courier or facsimile, to (a) Supplier at the address indicated in the Purchase Order, or (b) Buyer, at the address indicated in the Purchase Order with a copy, which will not constitute notice to Equustock, LLC, 8179 Starwood Dr., Suite 1, Loves Park, Illinois 61111, or to such other address as one party may later specified to the other party in writing.

Delivery of any such notices will be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service id delivered personally; (b) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (c) at the time of receipt if given by electronic mail to the e-mail addresses set forth in the Purchase Order or otherwise communicated to the other party; provided, however, that a party sending notice by electronic delivery will bear the burden of authentication and of proving transmittal, receipt and time of receipt; (d) on the third day after mailing if mailed by first class mail return receipt requested, potage prepaid and properly addressed and set forth in this Section; or (e) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section.

35. No Exclusivity or Minimums.

The Purchase Order is a non-exclusive agreement. Buyer is free to engage others to provide goods or services the same as or similar to the Goods and/or Services (if any) to be provided under the Purchase Order. Buyer is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

36. Amendment and Modification.

No change to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.

37. Waiver.

Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any singe or partial exercise of nay right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

38. Language.

The only official version of the Purchase Order, and all communications related to the Purchase Order, will be in the English language.

Date Effective: June 1, 2015