Purchase Order Terms and Conditions

1. Applicability. Unless an agreement has been signed by the buying entity listed on the Purchase Order ("**Buyer**") and the selling entity listed on the Purchase Order ("**Seller**") in relation to the goods or services specified on the Purchase Order ("**Goods**" or "**Services**" respectively), the Purchase Order and these Terms and Conditions (together the "**Order**") constitute the entire agreement between the parties in relation to the provision of the Goods or Services. No other terms, including any terms the Seller seeks to impose or incorporate, shall apply unless expressly agreed by the parties in writing.

2. Offer By Buyer. The Order is an offer from Buyer to purchase the Goods or Services in accordance with the terms in the Order. Buyer may, by notice to Seller, withdraw the offer any time before it is accepted by Seller. Seller accepts the offer by doing any act consistent with fulfilling the Order. Once the Order is accepted, the Order shall legally bind the parties.

3. Delivery of Goods or Services. Seller shall deliver Goods and perform Services in accordance with (a) specifications in the Order, (b) descriptions of the Goods or Services provided by the Seller, (c) applicable laws and regulations, and (d) good industry practice (together the "**Requirements**"). Seller agrees time is of the essence with respect to its obligations.

4. Acceptance. Buyer may inspect all Goods and Services to ensure compliance with the Requirements. If Goods and Services do not comply with Requirements, Buyer may, in addition to any other remedy (a) terminate the Order with no liability to Seller, (b) accept Goods at a reasonably reduced price, (c) direct Seller, and Seller must comply, to remedy the deficient Goods and Services at Seller's sole cost provided that Buyer retains the right to inspect any Goods and Services that Seller has attempted to remedy before accepting such Goods and Services. Seller shall remain responsible for any latent defects or non-conformity with the Requirements that was not identifiable at the time of inspection by Buyer.

5. Title and Risk: Seller shall retain title to Goods and the risk of loss or damage to any Goods until Goods are accepted by the Buyer. Once Goods are accepted by Buyer, title and risk in the Goods passes to Buyer.

6. Price. The price of the Goods and Services is the price stated in the Purchase Order ("**Price**"). Except as otherwise specified in the Purchase Order, Buyer shall have no liability to pay any amount other than the Price in exchange for the Goods and Services. No increase in Price is effective without Buyer's prior written consent.

7. Payment Terms. Seller may issue an invoice to Buyer after delivery of Goods and Services. Buyer shall pay all properly invoiced and undisputed amounts due to Seller within 30 days of Buyer's receipt of invoice. The parties shall resolve any disputes expeditiously and in good faith. Seller must perform its obligations under the Order notwithstanding any dispute.

8. Seller Responsibilities. Seller must (a) comply with all notified policies of Buyer, (b) provide Buyer, upon Buyer's request, access to complete and accurate records relating to its provision of Goods and Services, and (c) ensure all its personnel involved in the provision of Goods or Services are suitably skilled, experienced and qualified.

9. Termination. Buyer may terminate this Order without liability and with immediate effect by (a) notifying Seller and (b) paying for any Goods or Services already provided.

10. Representations and Warranties. Seller represents and warrants to Buyer that Goods (a) conform to any applicable specifications; (b) are of good and merchantable quality; (c) are fit for any disclosed purpose for which the Goods are required by Buyer; (d) will be free from defects in material, design, and workmanship; (e) will not infringe intellectual property rights of third parties; (f) are owned by Seller immediately prior to delivery, will be transferred to Buyer without violation of any obligation, and (g) are free of security interests, liens, and encumbrances. Seller represents and warrants to Buyer that it shall perform Services (h) using sufficient personnel of suitable skill, experience and qualifications and (i) in a professional and workmanlike manner in accordance with good industry practice.

11. Indemnity. Seller shall defend, indemnify and hold harmless Buyer and its affiliates, successors or assigns and their respective directors, officers and employees (collectively, "**Indemnitees**") against any and all loss, damage, liability, claim or expense, including reasonable professional fees and costs (collectively, "**Losses**") arising out of or occurring in connection with Seller's fraud, negligence, wilful misconduct or breach of the Order. Seller must not agree to any settlement without Buyer's prior written consent.

12. Intellectual Property. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent. Seller must, at its cost, assign any copyright in materials produced as part of any Services. Seller provides Buyer with a non-exclusive license to use any intellectual property owned or licensed by Seller that is necessary to receive the full benefit or enjoyment of the Goods and Services.

13. Publicity. Seller shall not use or reference Buyer's name, brand or intellectual property rights in any solicitation, press release, announcement, promotion or sales marketing publication, advertisement, customer list, publication without the prior written authorisation of Buyer.

14. Group Benefit. Seller agrees that the benefit of any Goods or Services provided under this Order may be used by Buyer's affiliates. Seller may only enforce this Order against Buyer and not any of its affiliates.

15. Waiver. No delay in exercising any rights or remedy shall operate or be construed as a waiver. No partial exercise of any right or remedy precludes any other exercise a right or remedy.

16. Confidentiality. Seller must keep non-public, confidential or proprietary information provided by Buyer as confidential and secure as it keeps its own confidential information except (a) information that is in the public domain through no breach of this Order and (b) information independently discovered or received without an obligation of confidentiality. The confidentiality obligations in this Order apply regardless of the means of provision and whether the information is marked as confidential or not. Seller must only use Buyer's confidential information as required to perform its obligations under this Order. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of Seller's confidentiality obligations.

23. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment that does not comply with this Order shall be void.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to bind the other party.

25. Governing Law. This Order shall be governed by and interpreted in accordance with the laws of the place the Buyer is incorporated ("**Jurisdiction**"), excluding any laws or principles regarding conflict or choice of laws. Buyer and Seller each irrevocably submit to the exclusive jurisdiction of the courts of the Jurisdiction.

26. Local Law. To the extent any law in the Jurisdiction (a) sets an applicable statutory rate of interest, the parties agree that Buyer shall pay, as a substantial remedy, interest on late payments of undisputed invoices at the base rate plus 4% or (b) contemplates third parties enforcing the Order, the parties agree no third party may enforce the Order.

27. Notices. Notices must be written and addressed to the address provided to be effective under this Order.

28. Severability. If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order.

29. Survival. Provisions of this Order which by their nature should survive beyond expiration or termination of this Order will remain in force after such expiration or termination.

30. Remedy. All Buyer remedies set forth in this Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Buyer at law or in equity.

31. Interpretation. The Order shall not be interpreted against Buyer by virtue of Buyer drafting its terms.

32. Third Party Due Diligence. Seller must provide commercially reasonable responses to any requests made by Buyer in relation to third party due diligence within 15 days from the date of the request. Seller agrees that a failure to provide initial responses or any follow-up responses is breach of this Order.

33. Buyer Policies. Seller must comply with Buyer policies, including policies related to minimum control requirements, travel, code of ethics, non-discrimination and high risk security countries.