*ETF Distribution, LLC. Terms and Conditions for Purchase of Products (Document Number: E-100120).*

The following terms and conditions (“*ETF Distribution, LLC. Terms and Conditions for Purchase of Products*”) are the terms and conditions under which ETF Distribution, LLC. (“*ETF Distribution*” being the entity mentioned on the purchase order as the company to which the products are sold or, if the previous reference does not appear on the purchase order, as the company to which the products are invoiced) purchases products from a supplier (“*Supplier*”). Thus, the purchase of products shall be subject to the terms and conditions contained or referred to in these ETF Distribution, LLC. Terms and Conditions for Purchase of Products, except if (i) there is a separate agreement in place between Supplier and ETF Distribution for purchase of products, and (ii) said agreement fulfills the condition set forth in Article 3.2, in which case the purchase of products shall be subject to said agreement.

**ARTICLE 1 – ORDERS**

1.1 Subject to the terms and conditions hereof, *ETF Distribution* may, from time to time, purchase from Supplier the product(s) set forth in the purchase order submitted by *ETF Distribution* (hereinafter the “*Product(s)*”) at the price indicated therein, and Supplier may provide the same to *ETF Distribution*.

1.2 To purchase Products, *ETF Distribution* shall submit a purchase order (“*Order(s)*”). The Order shall set out the type, quantity, price and required date of delivery of the Product(s), and other relevant information. Supplier shall expressly/formally notify its acceptance or refusal of the Order within four (4) working days from Order submission (unless a shorter period is stated on the Order).

**ARTICLE 2 – APPLICABLE TERMS AND CONDITIONS; AGREEMENT; ACCEPTANCE OF THE TERMS HEREOF**

2.1 Each Order shall be governed by the provisions hereof, i.e. the Products shall be provided by Supplier under the terms and conditions contained or referred to herein. The terms and conditions contained or referred to herein shall apply, regardless of whether said terms and conditions are referenced in the Order.

2.2 *ETF Distribution’s* submission of an Order shall be deemed an offer to purchase the Products under the terms and conditions contained or referred to herein. Once Supplier accepts an Order, there shall be a binding contractual relationship/agreement between the parties (the “*Agreement*”) consisting of the Order and the terms and conditions contained or referred to herein, such as the separate document referred to in Article 5.2 (i.e. the Agreement shall exist on a per Order basis). The Agreement shall become effective upon Order acceptance and shall, unless earlier terminated with the provisions hereof, last until the Order is completed.

2.3 Supplier’s acceptance of an Order, or shipment of the Products (in whole or in part), or any other method selected or used by Supplier to express its assent to the provisions hereof, shall be deemed to reflect Supplier’s acceptance of the terms and conditions contained or referred to herein.

2.4 ETF DISTRIBUTION SHALL NOT BE OBLIGATED TO PURCHASE AND PAY FOR ANY PRODUCTS WHICH HAVE BEEN INCLUDED IN AN ORDER NOT APPROVED BY THE DULY AUTHORIZED REPRESENTATIVE OF ETF DISTRIBUTION.

**ARTICLE 3 – ORDER OF PRECEDENCE; DEFINITION OF AFFILIATE**

3.1 In case of conflict or inconsistency between an Order and these ETF Distribution, LLC. Terms and Conditions for Purchase of Products (or the applicable separate agreement(s) mentioned in Article 3.2, if any), the Order shall be superseded. In case of conflict or inconsistency between the provisions hereof and any applicable laws or regulations, the provisions hereof shall, to the extent legally possible, prevail (and to the extent legally impossible, be amended accordingly), notwithstanding anything herein to the contrary.

3.2 If a separate agreement entered into by Supplier and ETF Distribution for purchase of products exists, that agreement shall apply in place of these ETF Distribution, LLC. Terms and Conditions for Purchase of Products provided that it states so, or the parties so agree. For the avoidance of doubt, if a licensing agreement, joint development agreement or other intellectual property related agreement is/are in place, said agreement(s) shall still govern the intellectual property-related matters and shall apply in addition to the terms and conditions hereof (or of the separate agreement for purchase of products, as applicable).

If a separate agreement entered into by Supplier and ETF Distribution for purchase of products does not exist, or does exist but does not fulfill the condition set forth above, these ETF Distribution, LLC. Terms and Conditions for Purchase of Products shall apply. In such a case, these ETF Distribution LLC. Technology Corporation Terms and Conditions for Purchase of Products apply in place of any terms or conditions (i) provided by Supplier during the performance hereof, or (ii) contained or referred to in any form generally used by Supplier, or any correspondence, other contracts performed by the parties, or elsewhere, which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing. Any of said terms and conditions (other than those referred to herein and those of the intellectual property-related agreements referred to above) are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.

3.3 For the purposes of the Agreement, “*Affiliate(s)*” means, with respect to either party, any entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, said party, “*control*” being at least fifty percent (50%) ownership.

**ARTICLE 4 – NON-EXCLUSIVE RELATIONSHIP BETWEEN THE PARTIES; NO COMMITMENT TO BUY**

4.1 The parties expressly acknowledge and agree that the relationship between the parties hereunder shall be nonexclusive, and that each of the parties may, subject to the obligations hereof pertaining to proprietary or confidential information or the like, enter into substantially similar agreements with other parties with respect to (i) products similar (or substantially similar) to the Products contemplated hereunder, or part thereof, or (ii) as applicable, the Products, or part thereof. If Products are customized for ETF Distribution in accordance with ETF Distribution’s proprietary specifications and requirements, the foregoing shall not apply to Supplier (i.e. Supplier may not sell to other parties the Products customized in accordance with ETF Distribution’s proprietary specifications and requirements, except as expressly agreed in writing by ETF Distribution).

4.2 The parties expressly acknowledge and agree that ETF Distribution makes no commitment of any kind with respect to a business volume or the like, notwithstanding anything herein to the contrary.

**ARTICLE 5 – PRICES**

5.1 ETF Distribution shall pay Supplier the price(s) set out in the Order.

5.2 The applicable Incoterm shall be set out in the separate document signed by the parties or their representatives to clarify the Incoterm, packaging and delivery requirements, and any other specific operational requirement(s) mutually agreed upon, or as the case may be, in the Order. With respect to Products requiring test/certification, the applicable prices include the test performance and/or the issue and filing of the required certificates, and ETF Distribution’s access thereto and use thereof, at its convenience. The foregoing shall survive the expiry or termination of the Agreement.

5.3 Supplier warrants that the applicable prices are no more than the prices charged to other customers for contemporaneous sales of similar items, in the same or substantially similar volumes, and under substantially similar terms and conditions.

**ARTICLE 6 – TAXES**

6.1 SUPPLIER SHALL PAY AND INDEMNIFY ETF DISTRIBUTION AGAINST ALL CLAIMS AND LIABILITIES FOR THE PAYMENT OF ALL

TAXES (INCLUDING PENALTIES) LEVIED OR IMPOSED AND RELATED TO OR ASSESSED UPON THE PROFITS OR ASSUMED PROFITS OF SUPPLIER OR ASSESSED UPON THE TOTAL REMUNERATION OF ANY OF SUPPLIER’S EMPLOYEES, SUBCONTRACTORS, AGENTS AND SIMILAR ARISING FROM THE PERFORMANCE OF THE AGREEMENT, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, CORPORATE TAX, INCOME TAX, PERSONAL INCOME TAX, SOCIAL SECURITY CONTRIBUTIONS, PROPERTY OR AD VALOREM TAXES AND ANY SIMILAR TAXES.

6.2 Except as otherwise stated in the remainder of the Agreement, the price set out in the Order is inclusive of all taxes. As applicable, with respect to customs duties, ETF Distribution shall pay or reimburse Supplier customs duties applied to the Products (if any), properly documented and levied in accordance with applicable law by any properly constituted governmental authority, that may be incurred by Supplier in the due and proper performance of the Agreement, provided that if such customs duties were triggered by Supplier’s breach of warranty or other material obligation, the payment therefore would be due by Supplier.

6.3 If Supplier has a legal responsibility to collect any sales and use taxes or such similar taxes directly from ETF Distribution for payment to the appropriate taxing authorities, the portion of any rate due for payment and representing such taxes shall be separately stated in the invoice.

6.4 If ETF Distribution is required to withhold tax from its payments to Supplier in accordance with effective legislation, ETF Distribution may withhold, upon notice to Supplier, income tax and/or other taxes from amounts due to Supplier. In this case, ETF Distribution shall provide Supplier with all relevant payment orders and tax receipts.

6.5 Upon written request of ETF Distribution, Supplier shall provide ETF Distribution with evidence to confirm Supplier’s due compliance with governmental payment obligations.

**ARTICLE 7 – TERMINATION**

7.1 ETF Distribution may cancel an Order, in whole or in part, at any time prior to its acceptance by Supplier.

7.2 An Order may be cancelled/terminated as follows:

(a) Either party may cancel an Order, in whole or in part, if a Force Majeure event lasts for more than fifteen (15) consecutive days.

(b) ETF Distribution may cancel an Order for cause, in whole or in part, in the event of Supplier’s default or failure to (i) comply with the terms and conditions hereof (including without limitation the obligation to expressly/formally accept or reject the Order submitted within the time period set forth in Article 1.2), or (ii) comply with the specific instructions of an Order accepted by Supplier (including without limitation failure to timely deliver the Products, whether said failure occurred or was announced by Supplier), or (iii) provide reasonable assurance of future performance. Additionally, ETF Distribution may cancel an Order for cause, in whole or in part, if Supplier becomes bankrupt or insolvent, or if Supplier’s business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Supplier or otherwise, or undergoes any proceeding analogous to the foregoing.

(c) ETF Distribution may cancel an Order for convenience, in whole or in part, at any time after acceptance by Supplier. The cancellation notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. After receipt of said notice, Supplier shall stop the performance of said work to the extent specified in the notice of termination.

7.3 If an Order is cancelled pursuant to Article 7.2(a) or 7.2(b), ETF Distribution may require Supplier to (i) transfer title to, and deliver to ETF Distribution, in the manner, time, and extent directed by ETF Distribution, any completed Products, or such partially completed Products, materials, parts, tools, designs, fixtures, plans, drawings and information, and transfer contract rights that Supplier acquired for the performance of the terminated part of the Order, and (ii) grant ETF Distribution a royalty-free, assignable and non-exclusive license to use and permit others to use, Supplier’s designs, processes, drawings, and technical data to permit completion by ETF Distribution of the terminated part of the Order.

7.4 If an Order is cancelled pursuant to Article 7.2(c), the following shall apply:

(a) With respect to standard/non-customized Products not manufactured according to ETF Distribution’s proprietary specifications, no payment shall be owed by ETF Distribution if said cancellation occurs prior to shipment/delivery of the concerned Products. Conversely, if said cancellation occurs after shipment/delivery of the concerned Products, Supplier shall be paid a reasonable mutually agreed termination charge reflecting the work actually performed prior to cancellation, not to exceed a maximum of thirty percent (30%) of the applicable price for the terminated part of the Order.

(b) With respect to non-standard/customized Products manufactured according to ETF Distribution’s proprietary specifications, Supplier shall be paid a reasonable termination charge reflecting the work actually performed prior to cancellation, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof).

7.5 If an Order is cancelled pursuant to Article 7.2(a), 7.2(b) or 7.2(c), the Agreement (of which that Order is a part) shall terminate. If an Order is cancelled by ETF Distribution prior to its acceptance by Supplier, no agreement exists between the parties.

7.6 The rights and remedies of ETF Distribution under this Article 7 (and the remainder of the Agreement) are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.

7.7 If either party exercises its rights under this Article 7, under no circumstances shall it become liable for the consequential damages which may be sustained by the other party as a result thereof. For the purposes of this Article 7, references to “*days*” shall mean working days in the country where the Order is being performed. References to “*working days*” in the remainder hereof shall mean the same.

**ARTICLE 8 – WARRANTIES**

8.1 Supplier warrants that (i) the Products shall, for a period of twenty four (24) months from the date of delivery to ETF Distribution, conform to the applicable specifications, and shall be merchantable, free from defects in workmanship, materials, manufacture and design, fit for the purposes intended and new (unless otherwise agreed by ETF Distribution), (ii) the Products shall be certified (if applicable), and comply with all applicable laws (including without limitation environmental and safety laws, rules and regulations) and as applicable, ETF Distribution’s Quality, Health, Safety and Environment Policy, and (iii) Supplier shall have good and marketable title to all Products delivered to ETF Distribution, free from and clear of any liens or encumbrances.

8.2 The foregoing warranty shall apply to the benefit of ETF Distribution, its Affiliate(s), or its or their clients, and shall not be affected by delivery to, or inspection, acceptance or payment by, ETF Distribution. If any Products delivered are found not to be as warranted, ETF Distribution may return the same to Supplier, at Supplier’s expense and risk, for correction, replacement or credit, as ETF Distribution may direct. Any Products repaired or replaced shall be warranted to the same extent as Products initially furnished. The warranty set forth in this Article 8 does not apply in lieu of, but in addition to, all other warranties, terms, representations or guarantees (whether express or implied), and the remedies set forth in this Article 8 do not apply in lieu of, but in addition to, all other remedies available at law, in contract, in equity or otherwise.

**ARTICLE 9 – GENERAL PERFORMANCE OF THE AGREEMENT**

9.1 Supplier shall record each Order performed by Supplier (and upon ETF Distribution’s request, Supplier shall provide ETF Distribution with a report detailing the types and quantities of, and aggregate price for, the Products purchased by ETF Distribution during the period mentioned by ETF Distribution).

9.2 Each party agrees not to hire, solicit, or accept solicitation (either directly or indirectly) from, the employees of the other party directly involved herein, during a period of one (1) year after completion or cancellation of any Order, except as the parties may agree on a caseby-case basis. The foregoing does not affect the rights of either party’s employees to apply for a position within the other party’s organization.

9.3 Supplier agrees, in relation to the manufacture of the Products, to take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of providing the Products, in accordance with applicable laws and regulations and best industry practices. Furthermore, Supplier agrees to monitor its compliance with the foregoing.

9.4 Supplier agrees that it shall not (and shall procure that its employees shall not) (i) either directly or indirectly, pay, promise to pay, authorize the payment of, or transfer, money, or anything of value, or offer any inducement in any form to any employee or representative of ETF Distribution, or an official of any governmental body or agency or instrumentality thereof, or political party, to secure any advantage or benefit in relation to the matters contemplated herein, or influence the act or omission of any of the aforesaid persons in order to obtain or retain business related hereto, or obtain any improper advantage or benefit, and/or (ii) obtain or maintain business through illegal conduct or practices of unfair competition. Any breach of the foregoing shall be a material breach hereof.

9.5 ETF Distribution’s employees are not permitted to, and Supplier is informed that ETF Distribution’s employees are not permitted to (i) accept gifts of more than nominal or reasonable value (the term “*gifts of more than nominal or reasonable value*” includes, without limitation, loans, excessive entertainment or other substantial favors) from Supplier, and/or (ii) solicit gifts or favors of any kind and value from Supplier. Supplier agrees to immediately inform ETF Distribution of any act (or omission) of any ETF Distribution's employee(s) not in compliance with the foregoing.

**ARTICLE 10 – PAYMENT**

The applicable prices are referred to in Article 5.1. Invoices shall be mailed on the date of shipment of the Products to the address specified in the Order, and shall state the Order number. Payment shall be made by ETF Distribution within forty five (45) days from ETF Distribution’s receipt of invoice, unless, (i) in ETF Distribution’s reasonable opinion, the Products are defective, or fail to conform to the warranties provided hereunder, or (ii) ETF Distribution disputes the correctness of the invoice submitted, in which case the parties shall use their best efforts to settle their dispute at the earliest. Payments made by ETF Distribution shall not constitute acceptance of the Products, or be construed as a waiver of any rights ETF Distribution may have hereunder for defective or non-conforming Products. ETF Distribution may set off any amount owed by ETF Distribution to Supplier against any amount owed by Supplier to ETF Distribution. As applicable, any early payment discount may be mutually agreed upon in the Order.

**ARTICLE 11 – PRODUCTS QUALITY**

Supplier agrees that before starting the performance hereof, it shall, as applicable, have implemented and documented a Quality

Assurance program meeting the requirements of ISO 9001 or of an internationally recognized standard of the same level.

**ARTICLE 12 – PRODUCTS INSPECTION**

12.1 Supplier shall make a full inspection of the Products specified in an Order prior to shipment; however the same shall be subject to ETF Distribution’s inspection and approval prior to acceptance and/or payment. If in ETF Distribution’s reasonable opinion, said Products fail to conform to agreed specifications or are otherwise defective, ETF Distribution has the right to reject the same, and require prompt replacement thereof by Supplier, at Supplier’s expense and risk. Additionally, ETF Distribution may, at Supplier’s expense and risk, return quantities in excess of the amounts specified in the Order.

12.2 As applicable, if after delivery of the Products to ETF Distribution, the Products are sent back to Supplier’s facility for Supplier to assess the need and cost of repairs not covered under the warranty (if any), the risk of loss of, or damage to, such Products while at Supplier’s facility (excluding the transport phase to and from said facility, unless otherwise agreed by the parties) shall be borne by Supplier.

**ARTICLE 13 – CHANGES IN ORDER**

13.1 ETF Distribution shall have the right at any time to make changes in an Order including type of Products and time, method and place of delivery. If said change(s) trigger(s) increased or decreased costs or a longer or shorter period for delivery, or impacts any of the other conditions applicable to the Order as originally submitted, Supplier shall so notify ETF Distribution within four (4) working days from Order change(s) receipt (unless a shorter period is agreed on the Order change). Failure by Supplier to do so shall constitute an unconditional waiver by Supplier to make a claim for adjustment, and be deemed acceptance to perform the Order change under the original applicable conditions. If Supplier so notified ETF Distribution, the parties shall agree on the applicable changes in the original conditions, based upon the supporting documentation submitted by Supplier, and ETF Distribution shall elect whether to proceed or not.

13.2 Supplier shall not have the right at any time to make changes in any Order, unless ETF Distribution expressly agrees thereto.

**ARTICLE 14 – PACKING; SHIPMENT; DELIVERY**

14.1 Unless otherwise specified, all Products shall be packed, marked and otherwise prepared for shipment in a manner which (i) complies with applicable regulations, (ii) is acceptable to common carriers, (iii) provides necessary lifting, handling, and shipping information (and other relevant information identified by ETF Distribution), (iv) is adequate for storage and protection against weather, and (v) is appropriate to ensure safe arrival of the Products at the named destination in good condition (the foregoing includes as required, the use of cushioning material or vacuum packing to prevent damage during transportation). In addition, the following requirements apply: (i) if specific export packing requirements exist for a particular Product (i.e. said requirements result from the type/characteristics of the Product concerned), Supplier has to ensure that adequate documentation reflecting the same is furnished, and (ii) wooden packaging or packing of any kind including wooden boxes, materials or pallets must only be made of heat-treated timber, and must comply with as applicable, the International Standards for Phytosanitary Measures, also referred to as ISPM (https://www.ippc.int/IPP/En/default.jsp ), or the US Department of Agriculture Animal and Plant Heath Inspection Service, also referred to as APHIS (http://www.aphis.usda.gov/lpa/about/welcome.html ).

14.2 ETF Distribution reserves the right to select the means of transport and carrier for shipment of the Products, notwithstanding anything in the remainder of the Agreement to the contrary.

14.3 All deliveries shall be made during normal business hours on the scheduled delivery date unless otherwise agreed to by ETF Distribution, at the place indicated in the Order. Partial deliveries shall not be accepted without ETF Distribution’s prior authorization. SUPPLIER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN RELATION TO THE TIMING OF ALL PRODUCT DELIVERIES UNDER THE AGREEMENT.

Accordingly, if the Products are not delivered in accordance with the applicable delivery schedule set out in an Order (accepted by

Supplier), then, without limiting any other remedy, ETF Distribution shall be entitled to deduct from the applicable price set forth in that Order by way of liquidated damages for delay, two percent (2%) of said price for each complete day of delay, up to a maximum of twenty percent (20%) of the total price for that Order, as an aggregate limit to liquidated damages applicable to that Order.

**ARTICLE 15 – LIENS**

Supplier agrees that it shall not allow any liens to attach to the Products or any property of ETF Distribution, and that it shall furnish, upon request, receipts and releases with respect to the Products showing that all related costs and expenses have been paid (and thus, that no third party claims, liens, or rights of liens exist against ETF Distribution or its property or the Products).

SUPPLIER SHALL INDEMNIFY AND HOLD ETF DISTRIBUTION HARMLESS FROM SAID LIENS AND CLAIMS.

**ARTICLE 16 – INTELLECTUAL PROPERTY RIGHTS**

16.1 Supplier hereby grants to ETF Distribution, without further cost to ETF Distribution, an irrevocable, non-exclusive and royalty-free license to make, have made, use, and sell products embodying any and all inventions and discoveries which may be made, conceived or actually reduced to practice in connection with the performance of an Order.

16.2 If ETF Distribution furnishes specifications, requirements, designs and the like to Supplier for the manufacture of the Products, Supplier acknowledges and expressly agrees that ETF Distribution is and remains the sole and exclusive owner of all such specifications, requirements, designs and the like, and of all improvements, modifications, derivative works and intellectual property rights therein. Supplier further acknowledges and expressly agrees that ETF Distribution is and remains, or shall be, the sole and exclusive owner of all improvements in, modifications to, and/or derivative works of, all such specifications, requirements, designs and the like, and intellectual property rights therein, which improvements, modifications and/or derivative works are made, developed, conceived or actually reduced to practice solely or jointly by Supplier. Supplier hereby grants, assigns and transfers to ETF Distribution (without further cost to ETF Distribution) all rights (present or future), title and interest in and to said improvements in, modifications to, and/or derivative works of, such specifications, requirements, designs and the like, and intellectual property rights therein, and shall cause its employees, consultants, contractors and/or agents (and their employees) to grant, assign and transfer to Supplier or ETF Distribution (without further cost to ETF Distribution) all their rights (whether present or future), title and interest in and to, the foregoing.

16.3 If ETF Distribution provides special tools (or dies, molds or patterns) involving ETF Distribution’s confidential information for the performance of an Order, the same shall be the property of ETF Distribution, kept confidential, used only for the production of the Products for ETF Distribution, and returned in good condition (normal wear and tear excepted) to ETF Distribution (or destroyed, at ETF Distribution’s discretion) upon the completion or cancellation of the Order. If special tools have been used to perform an Order

and charged to ETF Distribution, title thereto shall, at ETF Distribution’s discretion, vest in ETF Distribution.

**ARTICLE 17 – LIABILITIES AND INDEMNITIES**

17.1 Regardless of where/when title to the Products is transferred, but subject to Articles 8 and 12, the risk of loss of, or damage to, the Products shall pass to ETF Distribution at the time and place of delivery.

17.2 SUBJECT TO ARTICLE 17.1 WITH RESPECT TO LOSS OF, OR DAMAGE TO, THE PRODUCTS, SUPPLIER SHALL DEFEND, INDEMNIFY

AND HOLD ETF DISTRIBUTION, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY’S FEES (“*CLAIM(S)*”) ARISING OUT OF DEATH, ILLNESS OR INJURY, OR PROPERTY LOSS OR DAMAGE, OR LOSS, DAMAGE OR COST, AS A RESULT OF OR IN CONNECTION WITH (I) THE NEGLIGENT ACT OR OMISSION OF SUPPLIER OR ANY OF ITS EMPLOYEES UNDER THE AGREEMENT, OR (II) SUPPLIER’S (OR ANY OF ITS EMPLOYEES’) BREACH OF SUPPLIER’SOBLIGATIONS UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN ANY PRODUCT(S).

17.3 SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD ETF DISTRIBUTION, ITS AFFILIATES AND ITS AND THEIR CLIENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY

RIGHT, OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED

PROPRIETARY DESIGNS FURNISHED BY ETF DISTRIBUTION. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (I) PROMPT WRITTEN NOTICE OF ANY CLAIM TO SUPPLIER, (II) SUPPLIER'S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, AND (III) REASONABLE COOPERATION AND ASSISTANCE BY ETF DISTRIBUTION IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF SUPPLIER. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY ETF DISTRIBUTION WITHOUT SUPPLIER’S PRIOR WRITTEN CONSENT. IF ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, BECOME(S), OR IN SUPPLIER'S OPINION, IS/ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL (I) PROCURE FOR ETF DISTRIBUTION THE RIGHT TO CONTINUE THE USE THEREOF, OR (II) REPLACE OR MODIFY THE SAME SO THAT IT BECOMES

NON-INFRINGING (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST ETF DISTRIBUTION, ITS AFFILIATES OR ITS OR THEIR CLIENTS ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS, AS SET FORTH ABOVE.

17.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE OTHER (OR ITS AFFILIATE) IN CONNECTION WITH THE PERFORMANCE OF THE AGREEMENT INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE OF ASSETS AND LOSS OF CONTRACTS.

17.5 IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE INDEMNITIES AND THE LIABILITY EXCLUSIONS CONTAINED IN THIS ARTICLE 17 (OR THE REMAINDER OF THE AGREEMENT) SHALL, UNLESS EXPRESSLY STATED OTHERWISE, APPLY REGARDLESS

OF WHETHER (I) THE CLAIMED LIABILITY IS BASED ON BREACH OF CONTRACT, WARRANTY OR DUTY, NEGLIGENCE OF ANY PERSON

(GROSS, SOLE, CONCURRENT, ACTIVE OR PASSIVE), PREEXISTING CONDITIONS, STRICT PRODUCT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER LEGAL OR EQUITABLE THEORY, OR ANY OTHER CAUSE, AND/OR (II) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE CORRESPONDING LIABILITY.

**ARTICLE 18 – INSURANCE**

18.1 Supplier's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to ETF Distribution, including at least the following policies: (a) Comprehensive General Liability including but not limited to Contractual Liability Cover, with limits in respect of bodily injury and/or property damage of not less than US Dollars two million (US$ 2,000,000) per occurrence; (b) Workman’s Compensation in compliance with local statutory requirements, and/or Employer’s Liability with limits of not less than US Dollars one million (US$ 1,000,000) per occurrence; and (c) As applicable, Automobile Liability as may be required by statute or similar regulations in the country of operations.

18.2 Said policies shall be taken out by Supplier at its cost, with a reputable insurance company, and shall be evidenced by insurance certificates to be provided upon ETF Distribution’s request. Said policies shall name Supplier’s clients as additional insured, but ETF Distribution may only benefit from said status to the extent of the liabilities assumed by Supplier hereunder (except for Workman’s Compensation), and shall be endorsed to provide that (i) no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to ETF Distribution, and (ii) Supplier's insurers shall waive their rights of subrogation against Supplier’s clients, but ETF Distribution may only benefit from said waiver to the extent of the liabilities assumed by Supplier hereunder.

**ARTICLE 19 – CONFIDENTIALITY**

19.1 Supplier acknowledges that during the performance of an Order/the Agreement, any information of ETF Distribution or its

Affiliate, disclosed to, or obtained by, Supplier or its Affiliate as a result of said performance shall be deemed confidential and proprietary to ETF Distribution (“*Confidential Information*”). Without limitation to the foregoing, Supplier acknowledges that (i) specifications, requirements, designs and the like for the manufacture of the Products (as applicable), (ii) the content of any Order (whether accepted or not by Supplier), and (iii) the Agreement/the terms of the Agreement shall be deemed confidential and proprietary to ETF Distribution.

19.2 Supplier agrees (i) to treat as secret and confidential, and (ii) not to, at any time during the Agreement term and for ten (10) years thereafter, disclose, or distribute, or publish, or copy, or reproduce, or sell, or lend, or manipulate, or otherwise make use of, or permit use to be made of, any Confidential Information, except for the purpose of performing the Order/Agreement. Supplier agrees to disclose the Confidential Information, in whole or in part, only to Supplier’s officers, directors and employees strictly on a need-to-know basis, and with respect to customized Products, only to such officers, directors and employees who shall have agreed in writing to a non-disclosure agreement with no less restrictive terms than those hereof. With respect to customized Products, if Supplier desires to utilize persons who are not its employees for the performance of the Order/Agreement, Supplier agrees to obtain ETF Distribution’s prior written consent and a prior written non-disclosure agreement with terms no less restrictive than the ones hereof, from each such persons. ETF Distribution shall have the right to audit said written non-disclosure agreements. In the event that any copies of specifications, requirements, designs and the like are required to be made by Supplier for the performance of the Order/Agreement, such copying is permitted only provided that all copies, whether in electronic form or otherwise, are kept in secure locations where access is restricted to persons to whom disclosure is authorized as provided herein.

19.3 The foregoing shall not apply to any Confidential Information that (i) can be shown by documentary evidence to have been previously known to Supplier at the time of disclosure, (ii) is independently developed by Supplier without breach of the Agreement, (iii) is lawfully obtained from a third party without restriction on use or disclosure, (iv) is or becomes part of the public domain through no fault of Supplier, or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give ETF Distribution sufficient prior notice in order to contest such requirement or order.

19.4 Supplier shall use the same degree of care to avoid unauthorized disclosure of the Confidential Information as it employs with respect to its own confidential/proprietary information of like quality and nature, but employing no less than a reasonable standard of care.

19.5 Supplier expressly acknowledges that the disclosure made by ETF Distribution does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of an Order/the Agreement (and nothing contained herein shall be construed as granting or conferring any rights to ETF Distribution’s trademarks, inventions, copyrights, patents or the like).

19.6 Upon expiry or termination of the Agreement for whatever reason, Supplier shall return all Confidential Information to ETF Distribution (except the one identified in (iii) of the second sentence of Article 19.1), and shall not be entitled to make or retain copies thereof.

19.7 Supplier shall not advertise or publish the fact that ETF Distribution has contracted with Supplier, nor use ETF Distribution’s name in any advertisement, publication, brochure or website.

**ARTICLE 20 – FORCE MAJEURE**

Neither Supplier, nor ETF Distribution, shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected) or epidemic (“*Force Majeure*”). The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of ETF Distribution to pay for invoices due in accordance with the provisions hereof. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

**ARTICLE 21 – INDEPENDENT CONTRACTOR; AUDIT**

21.1 The Agreement shall not be construed as creating a joint venture, partnership or the like. Neither party shall act or be deemed to act on behalf of the other party (or its Affiliates), or have the right to bind the other party (or its Affiliates). Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Supplier for the performance hereof shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with relevant employment laws.

21.2 ETF Distribution shall have the right, at any time up to four (4) years after completion or cancellation of any Order, to audit

Supplier’s books, records and data in any form to verify the compliance with the terms hereof and the correctness of any invoice submitted by Supplier. Said right shall be exercised solely for the purposes defined in this Article.

**ARTICLE 22 – AVAILABILITY ASSURANCE**

If the Product purchased is customized in accordance with ETF Distribution’s specifications, the following applies: spare parts for Products supplied to ETF Distribution pursuant to the Order shall be available for purchase by ETF Distribution for a minimum of ten

(10) years from the date of the Order; in the event that Supplier is notified by its vendor(s) of the discontinuance of any subcomponent(s) of one (1) or more of the Products, Supplier agrees to change the sub-component to one which is functionally equivalent and notify ETF Distribution of this change within two (2) weeks. Supplier may, at its own choice, substitute a component with another which is functionally equivalent provided that Supplier has informed ETF Distribution of the change, and ETF Distribution agreed thereto, such agreement to be withheld only if ETF Distribution has concerns about the ability of Supplier to maintain consistency and reliability of supply of Products meeting specifications.

**ARTICLE 23 – COMPLIANCE WITH LAWS**

23.1 Supplier warrants that no applicable laws or regulations shall be violated in the manufacture or sale of the Products contemplated hereunder, and that Supplier shall comply with, and adhere to, all applicable laws and regulations which may apply to Supplier in connection with the Agreement. SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD ETF DISTRIBUTION HARMLESS AGAINST ANY CLAIMS IN RESPECT THEREOF.

23.2 Without limitation to the generality of the foregoing, Supplier shall strictly comply with, and adhere to, all applicable laws and regulations pertaining to environment, health and safety, and to trade and export control including as applicable, those of the United States. When the Products (or part thereof) are subject to export control laws and regulations imposed by a government, Supplier shall provide ETF DISTRIBUTION with applicable Export Commodity Classification Numbers and Harmonized Tariff Schedule Numbers per Product including certificates of manufacture in accordance with the origin rules imposed by governmental authorities. If said Products are eligible for preferential tax or tariff treatment (such as free trade or international agreement), Supplier shall provide ETF Distribution with the documentation required to participate in said treatment.

**ARTICLE 24 – ASSIGNMENT AND SUBCONTRACTING**

24.1 Neither party shall, without the prior written consent of the other party, have the right to assign its rights and obligations under the Agreement, to another party, and any purported assignment without such consent shall be null and void. However, ETF Distribution shall have the right to assign, in whole or in part, its rights and obligations under the Agreement to any of its Affiliates.

24.2 Supplier shall be responsible for the performance, acts or omissions of its subcontractors as if their performance, acts or omissions were its own performance, acts or omissions.

**ARTICLE 25 – GOVERNING LAW AND ARBITRATION**

25.1 The Agreement shall be governed by, and construed in accordance with, the laws of (i) the state of Texas (USA) for contracts entered into in the United States, (ii) Alberta (Canada) for contracts entered into in Canada, and (iii) England (UK) for contracts entered into outside the United States and Canada, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

25.2 Any dispute that cannot be settled amicably shall be resolved by arbitration, which shall be the exclusive method of formal dispute resolution under the Agreement. Such arbitration shall be held in the English language at a mutually agreeable location in accordance with the (i) commercial arbitration rules of the American Arbitration Association for contracts entered into in the United States, (ii) mediation and arbitration rules of the Law Society of Canada for contracts entered into in Canada, and (iii) rules of conciliation and arbitration of the International Chamber of Commerce for contracts entered into outside the United States and Canada. Nothing herein shall, however, prohibit a party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. The parties expressly consent to arbitration and waive any right of appeal to any court from any arbitral award (which shall be final and binding upon the parties).

25.3 The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

**ARTICLE 26 – NOTICES**

Notices shall be sent by registered post or fax, or delivered in person, to the address for notices communicated by the other party. Said notices shall be deemed received (i) upon delivery if hand delivered, (ii) upon delivery if sent by registered post, and (iii) upon recipient’s confirmation of receipt if faxed.

**ARTICLE 27 – WORKING CONDITIONS GUIDELINES (AS APPLICABLE)**

The last fifteen years have seen an increase in focus on the social, environmental and economic impacts of private enterprise on the workplace, the marketplace, the environment and the community. It is commonly recognized that private enterprise is critical to social, environmental and economic development, in particular in relation to human rights, healthcare, nutrition, education, decline of poverty and corruption, and solutions to climate change and energy supply. As a company that has practiced responsible and ethical business behaviors and in light of current Supply Chain trends, ETF Distribution determined requirements for the suppliers it engages, with a view to establishing a relationship which promotes responsible social, environmental and economic practices, in a collaborative manner. Said requirements apply more specifically to a financially sizeable, long-lasting relationship between ETF Distribution and the concerned supplier. If this Order should be construed as reflecting such a well-established relationship, then the Working Conditions Guidelines do apply. In case of doubt, Supplier should get in touch with his/her regular ETF Distribution contact, and such person will, as applicable, provide a copy of the Working Conditions Guidelines.

**ARTICLE 28 – GENERAL LEGAL PROVISIONS**

28.1 The Agreement (as defined in Article 2.2) embodies the entire agreement between the parties with respect to the subject matter hereof, and prevails over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof (except to the extent otherwise stated in Article 3.2). ETF Distribution reserves the right to update these ETF Distribution LLC. Terms and Conditions for Purchase of Products, however said revised/updated version of the ETF Distribution LLC. Terms and Conditions for Purchase of Products shall only apply to Orders placed once the same shall have been communicated distinctly to Supplier.

28.2 Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall promptly negotiate to restore the provisions hereof as near as possible to its original intent and economic effect.

28.3 The provisions hereof which by their nature are intended to survive the expiry or termination of the Agreement (including without limitation warranty, indemnity/liability and confidentiality provisions) shall remain in full force and effect after said expiry or termination.

28.4 The headings contained herein are for convenience of reference only, and do not constitute a part hereof.

28.5 The terms and conditions contained herein may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the party to which said terms and conditions benefit.