

# **THE BETTER TOMORROW PROJECT, LLC**

## **Company Authorized Distributor Agreement**

This Distributor Agreement (“Agreement”) is made effective on this 1st day of November 2021 (the “Effective Date”) by and between The Better Tomorrow Project, LLC, a Florida limited liability company with offices at 1680 Michigan Avenue, Ste. 817, Miami Beach, FL 33139 (“Company”), and USA Rapid Test LLC, a Florida limited liability company with offices at 101 N. Garden Street, #101, Clearwater, FL 33755 at (“Distributor”).

The Parties agree as follows:

1. **SCOPE OF AGREEMENT.** Distributor wishes to purchase Products from Company for the purpose of distribution and/or resale within the Territory and the Parties intend that this Agreement and any Ancillary Terms will govern the purchase and sale of such Products. The Parties contemplate that from time-to-time Distributor will order Products from Company as specified in one or more Purchase Orders. Neither this Agreement, nor any Purchase Order, shall be binding on Company unless accepted in writing by an authorized Company representative.
2. **DEFINITIONS.** The following terms used in this Agreement shall have the following meanings:

"Agreement" means, collectively, this Distributor Agreement, including all Exhibits, the Ancillary Terms, and any variations or amendments to the foregoing made by Company as permitted herein, and any mutually executed amendments to the Agreement.

"Ancillary Terms" means any additional documents or terms that Company and Distributor subsequently incorporate by reference to this Agreement, and any exhibits, variations or amendments to the foregoing made by the Parties as permitted herein. Any Ancillary Terms shall be set forth in Exhibit G.

"Appointment" means Company's appointment of Distributor as a Company Authorized Distributor as provided in this Agreement.

"Company Commissions" means the monies owed to Company by Distributor for certain sales support services as set forth in Exhibit A

"Company Authorized Distributor" means a distributor of Products to either Company Authorized Resellers and/or Customers, as defined herein, with which Company has a Company Authorized Distributor Agreement then in effect.

"Company Authorized Reseller" means an authorized reseller of Products to Customers, who has been approved by Company to be a reseller of Products.

"Company Confidential Information" means any and all information in oral or written form that Distributor knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Distributor may have access in connection with this Agreement, including but not limited to business and marketing plans, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers

# THE BETTER TOMORROW PROJECT, LLC

and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Company Confidential Information shall not include any information that: (i) was rightfully in a Distributor's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Distributor without the use of or reference to Company Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Distributor in breach of this Agreement.

"Company Content" means Company Product specifications, Company Product literature, images, and other textual, graphical and/or multimedia content regarding Company Products, and any other marketing collateral regarding Company Products, in any form or medium, which is designed by Company for use in preparing advertising and promotional material in accordance with the Agreement, including but not limited to Company's applicable trademark, merchandising and marketing guidelines and policies.

"Company Intellectual Property" means all intellectual property rights directly or indirectly owned or licensed by Company, including but not limited to Company Marks, patents, design rights, service marks and copyrights, registered or unregistered, anywhere in the world.

"Company Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Company anywhere in the world, including but not limited to Company, the Company logo and any channel designations, marks or program identifiers (e.g., as "Company Authorized Distributor").

"Company Product" or "Company Products" means product(s) manufactured, distributed or licensed by Company that Distributor has paid to acquire from Company for resale and/or distribution to Customers.

"Company Distributor Price Lists" means the then-current lists of prices at which Distributor purchases Products from Company as detailed in Exhibit A, which may be amended from time to time at the discretion of Company.

"Customers" means (i) end users, whether or not the end users are the actual purchasers; and (ii) purchasers not purchasing the Products for resale.

"Customer Information" means all information Company collects from or about its Customers or potential Customers.

"Effective Date" means the date first set forth above.

"Initial Purchase Order" means the initial Purchase Order to be submitted to Company by Distributor within [redacted] days of the Effective date which Products shall be manufactured pursuant to the included Master Fulfillment Schedule attached hereto as Exhibit F.

"Leasing Program" means the leasing program set forth in Exhibit A which sets forth the terms and conditions for the leasing of Products to Customers.

# THE BETTER TOMORROW PROJECT, LLC

"Line of Credit" means a line of credit established for Distributor by Company, or an affiliate of Company, in Company's sole discretion.

"Minimum Order Quantities" or "MOQ" means the minimum commitments Distributor must maintain in order to maintain its status as a Company Authorized Distributor as set forth in Exhibit A.

"Modifications" means any changes to any Product that alters the functionality or capability of such Product(s).

"Party" means either Company or Distributor and "Parties" means both of them.

"Policies and Practices" means Company's policies, practices, and supplementary terms that govern Distributor's activities under and in connection with this Agreement throughout the Term (and thereafter, as applicable).

"Products" means Company Products as set forth in the Company Distributor Price Lists.

"Prohibited Products" means non-genuine (counterfeit) Company Products or products that infringe on Company's Intellectual Property.

"Purchase Order" means the written authorization requesting Company to furnish Products in accordance with this Agreement. The initial form Purchase Order is attached hereto as Exhibit B, which form may be modified from time-to-time at the discretion of Company.

"Distributor Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Distributor without the use of or reference to any Company Confidential Information, and (iii) provided specifically at Company's request after execution of this Agreement and after execution of an acknowledgment signed by an authorized representative of Company that such information shall be treated as Distributor Confidential Information. Distributor Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Company's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Company without the use of Distributor Confidential Information; (d) is required to verify Distributor's compliance with export laws or any other provisions of this Agreement; (e) is now, or hereafter becomes, publicly available other than through disclosure by Company in breach of this Agreement; or (f) is Customer Information.

"Term" means the term of this Agreement, which will begin on the Effective Date and continue in perpetuity until terminated as provided in this Agreement.

"Territory" means the geographic locations, industries, and/or specific organizations' names as outlined in Exhibit A. (Notwithstanding the foregoing, Distributor shall be entitled to export Products outside the Territory upon prior written approval from Company).

"Transshipping" means the sale or transfer of Products between a Company Authorized Distributor and another Distributor (including other Company Authorized Distributors or unauthorized Distributor).

# THE BETTER TOMORROW PROJECT, LLC

3. APPOINTMENT. Subject to the terms of this Agreement, Company appoints Distributor as a non-exclusive Company Authorized Distributor for the resale of Products to Customers and/or Company Authorized Resellers within the Territory.
4. SCOPE OF AUTHORIZATION
  - 4.1 Distributor will sell Products to Customers and/or Company Authorized Resellers in the Territory. Company will solely determine the prices for those Products. Except as expressly authorized in the Appointment or this Agreement, no other sales or distribution of Products is authorized.
  - 4.2 Distributor, without prior written authorization from Company, will not, and will not directly or indirectly permit any other person or entity to, sell, rent or lease any Products: (i) for resale; (ii) for export outside the Territory, either directly or indirectly; (iii) to any local, state, tribal or federal government agency or department; (iv) for promotional, leasing, or rental purposes; (v) for Transshipping (including to Company Authorized Distributors or Company Authorized Resellers); or (vi) that are Prohibited Products.
  - 4.3 Distributor shall only be permitted to purchase Products directly from Company.
5. RIGHTS RESERVED TO COMPANY
  - 5.1 This Agreement grants Distributor only those rights specifically stated herein during the Term. All other rights in and regarding the Products, Company Marks and Company Content, whether express or implied, are expressly reserved to Company. Except as otherwise set forth herein, nothing in this Agreement limits Company's own marketing, sale or distribution activities with respect to the Products, or other Company Authorized Distributors, Company Authorized Resellers, agents, or licensees, to sell directly to any person, including Customers or potential Customers of Distributor in competition with Distributor, or any other rights that Company has or may have. Distributor acknowledges and agrees that as between Distributor and Company, Company retains ownership of all rights, including intellectual property rights, in and to Company Intellectual Property, Company Marks and Company Content.
  - 5.2 Distributor's Appointment is made at Company's sole discretion and is made on a non-exclusive basis except as otherwise set forth herein. Any exclusivity granted to Distributor shall be set forth in Exhibit A. Except as otherwise stated herein, Company is free to sell Products to all Customers and/or Company Authorized Distributors. Distributor acknowledges and agrees that Company may, at any time and in its sole discretion unless otherwise provided herein: (i) sell Products directly to Customers and/or Company Authorized Resellers and/or Company Authorized Distributors who may or may not be proximate to Distributor's principal place of business or within the Territory unless otherwise provided herein; (ii) sell Products directly to Customers through web-based (whether electronic commerce or mobile commerce) stores; (iii) authorize additional Company Authorized Distributors in any location, including in the Territory, unless otherwise set forth herein; (iv) reserve an area, location, or industry where it does not want to approve reselling of Products or appoint a Company Authorized Distributor in that area or location; and/or (v) permit others to do any of the foregoing. Distributor acknowledges and agrees that any activities carried out for the

# THE BETTER TOMORROW PROJECT, LLC

purposes of this Agreement and any investments relating thereto take into account the nature of its Appointment as a Company Authorized Distributor and Company's rights.

- 5.3 Company may allocate Products in its sole discretion and without liability to Distributor. Distributor acknowledges that Company may choose to allocate Products to or among Company's own direct customers, education customers, sales territories, other Distributors, Authorized Resellers, or other sales channels, before Distributor, and that there may be delays in Company's fulfillment of Distributor orders.

## 6. DISTRIBUTOR'S OBLIGATIONS

- 6.1 Without limitation and throughout the Term, Distributor will at its own expense: (i) comply with this Agreement and all Ancillary Terms; (ii) promote and sell the Products in a manner that maintains the good name, goodwill and reputation of Company, its employees, directors, affiliates, the Products, the Company brand and does not infringe on any Company Intellectual Property; (iii) upon Customers' request, provide to Customers a copy of (a) Company's standard limited warranty for Company Products that consists of replacement hardware; and/or (b) Company's end user licenses that accompany any Company Product consisting of hardware and/or devices of any kind; (iv) conduct its activities in a professional and competent manner; (v) actively promote and sell Products to Customers and/or Company Authorized Resellers and maintain a high level of Customer satisfaction; (vi) not sell, offer for sale, distribute, or promote any Prohibited Products, and will not allow any third party to sell, offer for sale, distribute, or promote any Prohibited Products; and (vii) not engage in any illegal, false or deceptive acts or practices in the course of its business activities or performance of the Agreement.
- 6.2 Throughout the Term, Distributor will provide knowledgeable assistance to Customers, potential Customers, and/or Company Authorized Resellers in connection with the Products, including: (i) basic training and maintaining a sufficient number of capable personnel to sell the Products in accordance with the requirements identified by Company and/or described in the Ancillary Terms; (ii) assisting to determine appropriate Product configurations that fit the needs of Customers; and (iii) providing information and advice on the general intended use of Products.
- 6.3 Upon the sale of Products to a Customer or Company Authorized Reseller, Distributor will provide each Customer or Company Authorized Reseller with (i) a bill of sale or other receipt that states, at a minimum, the date of sale, the Product serial number(s), and the recipient; and (ii) any then-current limited warranties for the Products, along with any end user license agreements accompanying the Products.
- 6.4 Distributor will promptly notify Company in writing of any: (i) suspected Product defect or safety issues; (ii) violations of Company's rights under end-user licenses for the Products; or (iii) any claims or proceedings concerning Products. All such notices shall be regarded as Company Confidential Information by Distributor and will be subject to the Confidentiality provision(s) contained in this Agreement.

# THE BETTER TOMORROW PROJECT, LLC

- 6.5 In the event that Company decides to communicate safety notices or implement safety changes to Products, upon Company's request, and at no cost to Company, Distributor will promptly: (i) communicate all Company safety notices to Distributor's Customers or Company Authorized Resellers; (ii) reasonably assist with the proactive implementation of safety changes/recalls of Products in relation to Distributor's Customers and/or Company Authorized Resellers; and (iii) report to Company on the progress of such actions.
- 6.6 Distributor will provide Company with sales and inventory reports, in accordance with formats prescribed by Company on or before the fifth of each month for the immediately preceding month's sales.
- 6.7 Distributor will not make or facilitate Modifications to any Product, without authorization in writing signed by Company.
- 6.8 Distributor may not sell, offer for sale, distribute or promote any Prohibited Products. If Distributor learns or suspects that it has Prohibited Products in inventory and/or available for sale or distribution, Distributor will (i) promptly, and in no event more than three (3) working days after discovery, notify Company and remove product listings and discontinue sales or distribution of the Prohibited Products; (ii) provide Company with details on how the Prohibited Products were acquired; (iii) assist Company's investigation of such Prohibited Products; (iv) permanently refrain from selling or reselling Prohibited Products; and (v) take steps to ensure that Prohibited Products are not inadvertently sold by Distributor in the future, including as applicable, setting up appropriate buying and promotions guidelines and online listing screening and review procedures. A failure by the Distributor to respond promptly to or cooperate with Company's requests or inquiries concerning Prohibited Products will be viewed as a material breach of this Agreement and grounds for immediate termination.
- 6.9 Distributor will distribute Products with all warranties, notices, licenses, disclaimers, packaging, logos, labels, and in-box materials intact, as shipped from Company.
- 6.10 Distributor will not make or issue any representations, warranties, or guarantees to Customers, Company Authorized Resellers, or any other third party through any medium with respect to the specifications, features, or capabilities of any Company Products that are inconsistent with the representations, warranties, guarantees and disclaimers specifically stated in Company's end user license agreements and then-current Company Content. Distributor's representations to Customers and/or Company Authorized Resellers with respect to Company Products shall at all times be consistent with Company's end user license agreements and Company's then-current Company Product documentation as made available to Distributor by Company.
- 6.11 Distributor will pay any applicable sales or use taxes, duties and other imposts due on account of purchases under this Agreement. Distributor will be responsible for the collection (and remittance to the proper taxing authority) of all applicable sales tax and use taxes associated with the resale of Products. In addition, Distributor is responsible for the payment of any copyright levies, recycling fees, and other fees imposed on the Products, parts thereof, or their packaging by any central or local authority, collecting society, or other institution, attributable to its activities under this Agreement and which legally must be paid by Distributor and not by Company. Company may also require that Distributor take one or more of the following actions with respect to such levies or fees:

# THE BETTER TOMORROW PROJECT, LLC

- (i) reflect them separately on Distributor's own invoices; (ii) inform Distributor's Customers and Company Authorized Resellers about them; (iii) pass them on to Distributor's Customers and Company Authorized Resellers in a visible manner; and (iv) provide such information as Company may reasonably request regarding any exports which would permit Company to reclaim the amounts paid.
- 6.12 In addition to the payment of recycling fees or similar duties, local law or recycling schemes may require Distributor to comply with certain take-back, collection or recycling requirements. Distributor shall comply with such requirements and any additional requirements as may be communicated by Company.
- 6.13 Throughout the Term, Distributor will maintain an active email address, which it will provide to Company. Distributor will access email daily to ascertain whether Company has varied or amended this Agreement or any Ancillary Terms.
- 6.14 Distributor must notify and obtain Company's written approval and consent in advance of any of the following changes: (i) changing its legal or operating business name, address (including web URLs) or contact information; or (ii) any change of ownership. In the event of any change of ownership, Distributor shall not transfer its Company Authorized Distributor authorization or Appointment prior to Company's specific written approval. All requests for approvals of any of the changes described in this Section shall be evaluated and approved or denied at Company's sole discretion. Company makes no guarantee that it will grant any such approval(s) or as to the conditions under which any such approval(s) might be granted.
- 6.15 Company will determine in its sole discretion whether Distributor's noncompliance with any provision of this Agreement or any other aspect of the Agreement will result in forfeiture or suspension of any rights owed from Company.
- 6.16 Distributor shall not engage in the sale, distribution, export or handling of any Company Products that have not been distributed by Company for sale in the Territory.
- 6.17 Distributor will not sell, distribute, or offer for sale Company Products that are factory refurbished, reconditioned, or used, unless expressly authorized in writing signed by Company.
- 6.18 Distributor will only perform or provide warranty or repair services for any Products as set forth herein or as otherwise instructed by Company.
- 6.19 Distributor may appoint Company Authorized Resellers in furtherance of its obligations under this Agreement, so long as Distributor has obtained the prior written approval of Company. Prior to allowing any such Company Authorized Reseller to re-sell Products, Distributor shall enter into a written agreement with such Company Authorized Reseller that obligates such Company Authorized Reseller to be bound by the terms and conditions of this Agreement in the same manner as such terms and conditions apply to Distributor. Distributor will specifically ensure that Company Authorized Resellers, will not make any alterations or modifications to any Product, or issue any representations, warranties, or guarantees to Customers or any other third party through any medium with respect to the specifications, features, or capabilities of any Company Products that are inconsistent with the representations, warranties, guarantees and disclaimers specifically stated

# THE BETTER TOMORROW PROJECT, LLC

in Company's end user license agreements and then-current Company Content. Distributor shall provide to each of its Company Authorized Resellers adequate supervision and support to promote the Products including, but not limited to, providing accurate information regarding the Products, promotional program participation, and Company approved marketing materials. Distributor shall be obligated and responsible for the performance of the obligations under this Agreement, including such obligations as delegated to a Company Authorized Reseller. In the event this Agreement is terminated, all agreements between Distributor and Company Authorized Resellers shall be automatically terminated as to the Company's Products. No Company Authorized Reseller is intended as a third-party beneficiary of this Agreement.

7. EXPORT OBLIGATIONS. This Agreement is subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. DISTRIBUTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES THAT APPLY TO ITS RESALE ACTIVITIES AND further agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists; or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.
8. TERMS AND CONDITIONS OF PURCHASES
  - 8.1 Company hereby agrees to sell and Distributor hereby agrees to purchase Products from time to time in such amounts as requested by Distributor and at such pricing as stated in the Company Distributor Price Lists. To qualify to purchase Products from Company, Distributor must satisfy all requirements and perform all obligations of any Ancillary Terms applicable to or governing direct Distributor purchases of Products. The initial pricing for the Products is set forth in Exhibit A and Company may modify pricing for the Products at any time upon ninety [redacted] days prior written notice to Distributor.
  - 8.2 All orders for Products requested by Distributor shall be by Purchase Order. Following the Initial Purchase Order, all Purchase Orders for Products in a quantity of [redacted] or less will require a minimum lead time of [redacted] days and Purchase Orders for Products in a quantity greater than [redacted] will require a minimum lead time of [redacted] days. All Purchase Order for Products shall be made in accordance with customary and routine handling of orders, processing, and deliveries, unless otherwise agreed in writing by both Parties. All Products shall be adequately packed for shipment in Company's standard containers, marked for shipment to the address listed in this Agreement, or the Purchase Order if different.



## THE BETTER TOMORROW PROJECT, LLC

- 8.3 Following the Initial Purchase Order, a [redacted] percent payment of the total order price shall be remitted to Company at the time of the Purchase Order and the remaining [redacted] percent payment of the total order price shall be remitted to Company on the date of, and prior to the Products being shipped to Distributor. Prices, fees and charges for Products and Services (including maintenance, installation, and training as described in Company's then-published service description) are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Distributor claims any tax exemption, it must furnish a valid tax exemption certificate to Company before shipment of the Products. Distributor shall be responsible for the payment of all freight and taxes related to the sale and purchase of the Products. Prices, fees and charges for Products and Services (including maintenance, installation, and training as defined in Company's then-published service description) are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges.
- 8.4 Any order placed with Company is subject to acceptance by Company, and Company may decline any order, in whole or in part, for any reason. The taking and acknowledgment of orders does not, in any way, constitute automatic acceptance of such orders by Company. If reasonable commercial reasons dictate, Company may cancel any accepted orders prior to shipment. Distributor may request a change to or cancellation of an order for Products prior to commencement of the shipping process. The acceptance of such a request is at Company's sole discretion.
- 8.5 Company may at any time reject orders and change or modify Product models, offerings, specifications, construction, or design. Any Products so changed or modified and offered to Distributor in fulfillment of original Purchase Orders from Distributor are subject to acceptance by Distributor. If Distributor does not cancel the original Purchase Orders within [redacted] days, the change or modification will be deemed as accepted. Distributor acknowledges and agrees that Company shall have no liability to Distributor as a result of any action it takes in furtherance of any of the foregoing.
- 8.6 Company may make partial shipments of Distributor's orders without liability for any failure to ship complete orders or for any shipment delay. Distributor will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries.
- 8.7 Without prejudice to Distributor's rights under Section 10 (Limited Warranty to Distributor), each shipment shall be deemed correct and undamaged unless Distributor notifies Company of the discrepancy or damage in writing within [redacted] hours of its receipt of the given shipment and in accordance with the Notice provisions contained herein. All such notifications must include the purchase order number, and the exact nature of the damage or the discrepancy between the order and the shipment in number or type of Products shipped. For under-shipments, Company shall, at its sole discretion, issue a replacement shipment, or a credit to Distributor's account within [redacted] days of receipt of such written notice from Distributor. For the avoidance of doubt, Company will not process such notices from Distributor that are not supported evidentially by proof-of-delivery documentation.
- 8.8 The title and risk of loss to all Products will pass to Distributor upon shipment from Company's shipping location, or [redacted] days after the Distributor is noticed of the Products' availability to be shipped, whichever happens first.

# THE BETTER TOMORROW PROJECT, LLC

- 8.9 The return of any Products by Distributor must be authorized and coordinated with Company in advance of the return.
- 8.10 Company may, in its discretion, assist Distributor in obtaining purchase financing ("Purchase Financing") for Purchase Orders either directly through Company, or indirectly through a third-party affiliate. All Purchase Orders purchased through Purchase Financing shall require a minimum down payment equal to [redacted] percent of the Purchase Order amount prior to the release of the Products to the Distributor. The Purchase Financing for the Initial Purchase Order has been procured by Company in substantially the same terms and conditions as set forth in the attached Exhibit D. The terms and conditions of the Purchase Financing set forth in Exhibit D are expressly agreed to by the Parties as being fair and reasonable, are a material part of this Agreement, and either Party may take such actions in justifiable reliance on the terms and conditions set forth therein for the purposes as set forth in this Agreement. Distributor is expressly prohibited from obtaining any Purchase Financing of any kind for purchase of the Products without the express written consent of Company.
- 8.11 All payments to Company must be paid in full by wire transfer or other electronic payment method agreed between the Parties, in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise), and in clear funds. If a direct debit is returned unpaid, any overdue amounts will be subject to an additional interest charge computed daily for each day that the payment is late at the rate of interest of the Inter Bank Offer Rate prevailing in the country of payment plus [redacted] per cent.
- 8.12 Without prejudice to its right to terminate this Agreement for breach, Company reserves the right to withhold shipment and/or to declare all sums owed to Company immediately due and payable in the event of a breach by Distributor of any of its obligations to Company, including the failure to comply with any credit terms.
- 8.13 Should there at any time be monies owing from Company to Distributor, Company will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Distributor or its affiliates or subsidiaries to Company.
- 8.14 Distributor acknowledges that Company may invoke any of the remedies to recover its Products sold, or sums due for such Product, as provided by applicable law. Distributor further acknowledges that it is responsible for the costs, legal and otherwise, associated with the enforcement of security provided for credit.
- 8.15 The price for Products purchased from Company will be the price on the applicable Company Distributor Price List on the date that Company accepts the order for the Products. Distributor will be invoiced upon shipment of Product. Company reserves the right to change the Company Distributor Price Lists at any time.
- 8.16 The details of any discounts, rebates or other benefits that may be available to Distributor in respect of Products and the relevant conditions or requirements which attach thereto will be set out in applicable Ancillary Terms. Without prejudice to its right to terminate this Agreement under Section 17 herein, Company may withdraw immediately any such discounts, rebates or other

# THE BETTER TOMORROW PROJECT, LLC

benefits and/or the participation in any Program, in whole or in part, in the event of a breach by Distributor of this Agreement or in the event of non-compliance with the relevant Ancillary Terms.

- 8.17 Distributor will provide Company with a properly executed resale certificate and any other documentation requested by the taxing jurisdiction, (such taxing jurisdiction to be determined under applicable law), to substantiate any claim of exemption from taxes, duties, or imposts. For the avoidance of doubt, the taxing jurisdiction under applicable law is currently the state or country of destination for the shipped Product(s).

## 9. CONFIDENTIALITY

- 9.1 During the Term and for [redacted] years thereafter, Distributor will not use Company Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Company Confidential Information or the terms of this Agreement except to employees or contractors who have a need to know. Distributor will not make any disclosure or statement of Company Confidential Information in connection with the Agreement or its subject matter without Company's prior, specific written consent. Distributor shall not make any public statement regarding any item of Company Confidential Information, including but not limited to any matter of business between Distributor and Company, any Company programs or policies, Ancillary Terms, or the nature of any contractual relations between Company and Distributor or any third party. Distributor may disclose Company Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Company notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Company Confidential Information.

- 9.2 Company will not use Distributor Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Distributor Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Company will not make any disclosure or statement of such information or its subject matter without the Distributor's prior written consent or as required by law.

## 10. LIMITED WARRANTY

- 10.1 Company warrants that any Products purchased for resale to Customers or Authorized Resellers pursuant to this Agreement will as of the date of receipt conform to their general descriptions on the Company Distributor Price List current as of the date Company sold such Product to Distributor and shall conform to their specifications for a period of [redacted time period] after a sale to a Customer. Company may at any time in its sole discretion choose to extend the warranty specified in this section. During this warranty period, Company will provide service and support as set forth in the attached Exhibit E, which may be amended from time to time in Company's sole discretion. The warranties contained in this section do not apply to any Products which have been modified or altered and do not apply to any Territory specific regulations and/or market rules. THE FOREGOING CONSTITUTES DISTRIBUTOR'S SOLE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE OBLIGATION FOR ALL WARRANTY CLAIMS.

- 10.2 OTHER THAN AS STATED IN SECTION 10.1 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO COMPANY

# THE BETTER TOMORROW PROJECT, LLC

PRODUCTS, SERVICES, AND/OR COMPANY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 11. RECORDS, INSPECTIONS AND AUDITS

- 11.1 Distributor will maintain its records, contracts and accounts relating to the sale of Products for at least [redacted] years, including, without limitation, (i) the delivery of the Products to Distributor, including the date of such deliveries and the serial numbers of Products delivered; and (ii) the sale of Products, including the identity of the Distributor's Customers and/or Authorized Resellers (to the extent permitted by law), the date of such sales to Customers and/or Authorized Resellers and the serial numbers of the Products sold. During the Term and for [redacted] years after its expiration or termination, Company will have the right to inspect Distributor's records, contracts and accounts relating to the sale of Products. Distributor will provide information regarding any information that Company may reasonably request, including but not limited to, sales and inventory reports, in formats prescribed by Company.
- 11.2 Company has the right to restrict Distributor's access to Company Products until Company determines that Distributor is cooperating with inspections and examinations described herein, including requests for compliance under the Agreement, in Company's sole discretion. A failure by the Distributor to respond promptly to or cooperate with Company's request to inspect Distributor's records, contracts and accounts relating to the sale of Products (made directly by Company or by Company's external auditors) will be viewed as a material breach of this Agreement and grounds for immediate termination.

## 12. PROPRIETARY RIGHTS

- 12.1 Company Marks. Distributor's authorization to use Company Marks are stated in the Trademark License Agreement which is attached to this Agreement and incorporated herein by this reference as Exhibit C. Any Distributor violation of the Trademark License Agreement shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by Company. This Agreement gives Distributor no rights to any Company Intellectual Property other than as expressly stated herein.
- 12.2 Company Proprietary Customer Information. Notwithstanding anything to the contrary herein, Distributor acknowledges that: (i) Company maintains Customer Information derived from sources other than Distributor, including but not limited to Product registration and use of Company's web sites; (ii) such Customer Information may be identical to information contained in any reports or sales data furnished by Distributor or that Distributor has developed, maintains, or collects; and (iii) Company owns its Customer Information and all proprietary interests therein, whether or not Distributor has derived or maintains identical information or has or asserts any rights therein. Distributor hereby disclaims any right or interest whatsoever in Company's Customer Information and agrees not to contest Company's rights therein.

# THE BETTER TOMORROW PROJECT, LLC

- 12.3 Company Content. Company may elect, in its sole and absolute discretion, to make certain Company Content available to Distributor pursuant to the applicable Ancillary Terms. To the extent, if any, that Company elects to provide certain Company Content to Distributor then any and all such use of Company Content by Distributor is subject to Distributor's compliance with the following license, the terms of the Agreement and Company's applicable trademark, merchandising and marketing guidelines and policies that may be referenced in any of the Ancillary Terms. Subject to the terms of this Agreement, the eligibility requirements for access to certain Company Content, and Ancillary Terms pertaining to certain Company Content, Distributor is granted a non-exclusive, revocable license solely during the Term, to use, reproduce, perform (as applicable) and display such Company Content solely for the purpose of advertising and promoting Company Products in accordance with the Agreement, but not otherwise, and provided that all such use is in full compliance at all times with Company's then-current applicable guidelines. Distributor understands that its access to all or any Company Content may be at a charge to Distributor and that Company is under no obligation to furnish Company Content or to do so on a gratis basis. Distributor agrees to remove or substitute any or all Company Content immediately and at Distributor's sole cost and expense, if required to do so by Company. In addition, upon any expiration or termination of the Agreement, Distributor will be responsible for destruction and/or removal of Company Content made available to Distributor during the Term in accordance with Company's applicable requirements pertaining to such Company Content.
- 12.4 Distributor agrees to use reasonable efforts to protect Company's proprietary rights, including Company Intellectual Property, and to cooperate without charge in Company's efforts to protect its proprietary rights, including efforts to prevent the sale and distribution of Prohibited Products.
13. BUSINESS ETHICS
- 13.1 Distributor shall comply with all applicable laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Any amounts paid by Company to Distributor pursuant to the terms of this Agreement will be for the services rendered, or products sold, in accordance with the terms of this Agreement. Distributor shall not, directly or indirectly through a third party pay, offer, promise to pay, or give anything of value (including any amounts paid or credited by Company to Distributor) to any person, including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or party for the purpose of obtaining, retaining, or directing business.
- 13.2 Distributor, to the extent permissible by law, shall notify Company of any circumstance whereby, to the best of the Distributor's knowledge, an owner, partner, officer, director or an employee of the Distributor who is assigned to a current or prospective Company Customer or Authorized Reseller account has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.
- 13.3 Distributor represents and warrants that all information provided to Company in connection with Distributor's selection and approval is complete and true. Distributor further warrants that any information required or requested by Company during the Term will be complete and true.

# THE BETTER TOMORROW PROJECT, LLC

14. **INSURANCE.** Throughout the Term, Distributor will secure commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, premises liability, products and completed operations liability, and contractual liability. This policy will have a general aggregate limit of no less than USD \$[redacted].
15. **INDEMNITY**
- 15.1 Provided that Distributor promptly notifies Company in writing, gives Company sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth herein, Company will defend, hold harmless and indemnify Distributor against a proceeding or action brought by a third party against Distributor to the extent based on a claim that: (i) Company Product sold by Distributor in accordance with the Agreement that a Customer has paid to acquire infringes a patent, copyright, or trademark or misappropriates a trade secret; or (ii) a defective Company Product purchased from Distributor directly caused death, personal injury or tangible property damage.
- 15.2 Notwithstanding the foregoing, Company shall not be liable for or obligated to defend any claims or damages arising out of or related to any: (i) change, alteration or Modification of any Company Product, Company Marks or Company Content; (ii) combination of the Company Product with any other equipment, data, documentation, items or products; (iii) use of any Company Product in a manner or for a purpose for which it was not intended; (iv) failure to use an upgrade or replacement version of any Company Product when such upgrade or replacement version is made available by Company; (v) import or export of any Company Product in violation of applicable export control requirements, regulations or laws; (vi) use or exportation of any Company Product(s) into any countries identified on any U.S. Government embargoed countries list; (vii) use of any Company Product in a manner or for a purpose not authorized under any applicable end user license agreement; (viii) use of any Company Marks or Company Content in a manner not expressly authorized in the Agreement; (ix) Distributor's, its employees, agents, affiliates, subsidiaries or subcontractor's negligence, acts or omissions; or (x) Distributor's violation of its obligations under Section 6.
- 15.3 In the event of any alleged, actual or potential claim arising under this Section, Company may at its sole option (but shall not be obligated to): (i) procure for Distributor the right to continue use or resale of the applicable Company Product, (ii) replace or modify the applicable Company Product, or (iii) if Company determines, in its sole discretion, that neither of the foregoing options are commercially reasonable, then Company may issue a pro-rata refund of the amount paid by Distributor for the applicable infringing Company Product, less depreciation on a straight line, three-year basis. THE FOREGOING CONSTITUTES DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION.
- 15.4 Distributor will defend, hold harmless and indemnify Company, its employees and agents from and against any claim or threat of claim brought by a third party against Company arising out of the acts and/or omissions of Distributor, its employees, agents, affiliates, Company Authorized Representatives, subsidiaries or contractors in violation of this Agreement.

# THE BETTER TOMORROW PROJECT, LLC

- 15.5 A Party seeking indemnification under this Section shall cooperate with and provide reasonable assistance to the indemnifying Party in defending or settling any indemnified claim or proceeding. Neither Party will make public the existence or terms of any settlement.

## 16. LIMITATION OF LIABILITY AND REMEDIES

- 16.1 The maximum aggregate liability of either Party to the other (including any liability for the acts or omissions of either Party's employees, agents and sub-contractors and not including any amounts Distributor owes to Company for purchased Products) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall be limited to: the total amounts paid by Distributor to Company in the [redacted] months immediately preceding the date the initial claim is made by a Party against the other or [redacted] dollars or local equivalent value, whichever is greater; provided however, that in no event shall all recoveries by a Party in connection with the Agreement exceed [redacted] dollars USD or local equivalent value.

16.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF COMPANY PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

- 16.3 The remedies set forth in this Agreement will be Distributor's sole and exclusive remedies for any claim against Company under or related to the Agreement. Distributor hereby waives and relinquishes any other rights or claims under franchise, dealership, agency, or other statutes, or at common law that would or might arise out of Company's termination of the Agreement, or Company's refusal to accept Distributor's order, Company's refusal to renew or extend the Term, or any other cause arising out of or in connection with the Agreement.

- 16.4 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## 17. TERM AND TERMINATION

- 17.1 Term. Distributor acknowledges that it has no expectation that the Term of the Agreement will be renewed or otherwise extended by Company. Distributor understands and agrees that any re-authorization of Distributor after the Term to resell Products is not automatic and shall be entirely within Company's sole and absolute discretion.

# THE BETTER TOMORROW PROJECT, LLC

- 17.2 Termination for Convenience. This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason) on sixty (60) days' written notice to the other Party.
- 17.3 Termination for Cause. Company may immediately terminate this Agreement and any other existing agreement with Distributor if: (i) Distributor fails to fully perform any obligation under the Agreement or any Ancillary Terms; (ii) Distributor commits a felony or engages in any unlawful or unfair business practice; (iii) there is a material change in or transfer of Distributor's management, ownership, control or business operations, or Distributor becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Company; (iv) Distributor's actions expose or threaten to expose Company to any liability, obligation, or violation of law; (v) Distributor fails to maintain sufficient net worth and working capital to meet its obligations, has a receiver or trustee appointed for its property, becomes insolvent or makes an assignment for the benefit of creditors; (vi) Distributor fails to satisfy any of its obligations under the Ancillary Terms to a non-material degree and fails to cure such failure within thirty (30) days of being notified in writing of the requirement to do so.
- 17.4 Effect of Notice of Termination. If either Party gives notice of termination of the Agreement: (i) all unpaid invoices issued by Company will be accelerated and become immediately due and payable on the effective date of termination; (ii) Company may refuse all or part of Distributor's orders received by Company after the date of notice of termination; (iii) Distributor will cease placing new orders for Products from Company on the effective date of termination; and (iv) Company may suspend Distributor's use of any available promotional allowances, etc. Distributor may continue to use the designation "Company Authorized Distributor" until the effective date of termination.
- 17.5 Disposition of Products Upon Expiration or Termination. Within ten (10) days after expiration or termination of the Agreement, Distributor will provide a list of all Products remaining in Distributor's inventory to Company. Company reserves the first right to purchase such Products or shall instruct Distributor as to their disposition and Distributor shall promptly comply with Company's instructions. If Company decides to repurchase from Distributor new and unsold Products remaining in Distributor's inventory at the time of Agreement expiration or termination, the price will be either: (i) the price at which Distributor originally purchased such Product(s) from Company if the Product(s) remain on Company's then-current Company Distributor Price List; or (ii) ten percent (10%) off the price at which Distributor originally purchased the Product(s) if the Product(s) are not on a then-current Company Distributor Price List. Upon Company's acceptance of such Products, Company will issue a credit to Distributor in the amount of Company's purchase to offset any amount due Company by Distributor or, if there is no amount due Company by Distributor, Company will pay Distributor [redacted] days from Company's acceptance of Products. Upon any expiration or termination of the Agreement, if Company does not purchase Products remaining in Distributor's inventory, Distributor may sell the Products solely to an Company Authorized Distributor or Company Authorized Reseller, or to a Customer, or otherwise dispose of the Products as may be directed by Company.
- 17.6 Effect of Expiration or Termination. Upon expiration or termination of the Agreement: (i) Distributor will immediately cease and desist from marketing or distributing Products and Services; (ii) Distributor will immediately cease and desist use of any and all Company Content, and the



# THE BETTER TOMORROW PROJECT, LLC

Company Marks including any designation granted under this Agreement (e.g., "Company Authorized Distributor"); (iii) Company will cancel and be released from all obligations regarding all unshipped Product orders;; (iv) Distributor will immediately pay all amounts due and owing; and (v) Distributor will return promptly to Company all Company property in Distributor's possession, such as loaned equipment, all material provided to Distributor by Company, including material comprising or containing Company Confidential Information. Company shall not be obligated to refund any amounts due Distributor until [redacted] days after Distributor has complied fully with the provisions of this Section.

17.7 Survival. All Sections contained herein that by their nature would reasonably be expected to survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement.

17.8 Termination by Distributor. Distributor may terminate this Agreement at any time if Company fails to perform any material obligation or responsibility and such failure continues without being remedied for a period of [redacted] days after written notice thereof.

## 18. GENERAL TERMS

18.1 Governing Law. This Agreement, the rights and obligations hereunder and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, USA without regard to its conflict of laws principals.

18.2 Dispute Resolution. A Party must escalate a dispute or controversy by providing written notice to the other. Both Parties agree to attempt to resolve any dispute or controversy in good faith. Notwithstanding the foregoing sentence, after [redacted] days from the complaining Party's written notice to the other Party of a dispute or controversy, either Party can seek to resolve the dispute or controversy by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be in Miami, FL. The number of arbitrators shall be one (1) for claims where the award sought is less than \$[redacted] and three (3) for claims where the award sought is \$[redacted] or greater. Nothing herein shall prevent any Party from seeking provisional, interim or conservatory measures, including, but not limited to temporary restraining orders or preliminary injunctions or their equivalent, from any court of competent jurisdiction at any time. Any such request by a Party to a court for provisional, interim, or conservatory measures shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The prevailing Party shall be entitled to recover its reasonable costs, including administrative fees and expenses, arbitrators' fees and expenses, and fees and expenses of legal representation, incurred in the arbitration proceedings. Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

18.3 Limitation of Claims. Except for any outstanding amount due to Company by Distributor under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing arbitration set forth herein. Any arbitration arising out of any dispute or controversy between the Parties to this agreement must be

# THE BETTER TOMORROW PROJECT, LLC

brought within one (1) year from the earlier of the notice of termination under Section 17 or the written notice of the dispute or controversy as provided herein. If a longer period is provided by statute, the parties hereby expressly waive it.

- 18.4 Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be delivered personally or by first class mail, postage prepaid, certified or registered, return receipt requested, addressed to each Party's address first listed above or to such other addresses or persons as may be furnished from time to time in writing by the Parties. If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the date indicated on the return receipt whether or not such notice is accepted by the addressee.
- 18.5 Assignment or Material Change by Distributor. Without limiting Distributor's obligations under herein, Distributor will notify Company promptly in writing if there is a material change in the status of Distributor or Distributor acquires an ownership, managerial or controlling interest in a third party that sells or services Products. Distributor may not assign this Agreement or any right or benefit hereunder in whole or part without Company's prior written approval. Any unauthorized assignments by Distributor shall be null and void.
- 18.6 Assignment by Company. Company may assign this Agreement, in whole or in part, in Company's sole and absolute discretion, to any affiliate of or successor in interest to Company, without the consent of Distributor.
- 18.7 Variations & Amendments. Without prejudice to any other provision of this Agreement, Company shall be entitled in its absolute discretion to make variations and amendments as follows: (i) variations and amendments to the Agreement may be made upon thirty (30) days' written notice from Company, which notice may be given by email; (ii) variations and amendments to any Ancillary Terms may be made by Company and such variations or amendments will be immediately binding on Distributor upon Notice in writing to Distributor by Company. Variations and amendments to the Agreement that are mutually executed shall take immediate effect. No other variation or amendment shall be binding unless made in writing and signed by an authorized representative of each Party.
- 18.8 Entire Agreement. Company and Distributor acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Company's and Distributor's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Company and Distributor acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Company nor Distributor will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Company is deemed to have refused any provisions in Purchase Orders, invoices or other documents or statements from Distributor that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

# THE BETTER TOMORROW PROJECT, LLC

- 18.9 Relationship of Parties. Distributor acknowledges that Distributor is an independent contractor, has no power or authority to bind Company, and under this Agreement is contracting only to receive certain goods and services. Nothing in the Agreement creates any other relationship between Company and Distributor, including, but not limited to, partnership, joint venture, employer-employee, principal-agent or franchisor-franchisee. Distributor acknowledges that it is not offering or selling Products under a marketing plan or system prescribed by Company and that Distributor sells Products at prices set solely by Distributor. Distributor shall confirm the status of its relationship to Company and its lack of authority to act on Company's behalf whenever necessary to avoid third party confusion.
- 18.10 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.
- 18.11 Waivers. A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.
- 18.12 Force Majeure. Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, pandemic, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance.
- 18.13 Headings and Construction. Paragraph headings are for reference and convenience only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.
- 18.14 Signature Authorization. The person signing this Agreement for Distributor certifies that he or she has authority to contractually bind Distributor to the terms and conditions of this Agreement.
- 18.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.
- 18.16 Further Assurances. Each Party agrees to execute and deliver, at any time and from time to time, upon the request of another Party, such further instruments or documents as may be necessary or appropriate to carry out the provisions contained herein, and to take such other action as another Party may reasonably request to effectuate the purposes of this Agreement.
- 18.17 No Third-Party Rights. Nothing in this Agreement, express or implied, confers or intends to confer any rights or remedies to any person, other than to the Parties hereto and/or to their authorized transferees or assigns, heirs, executors, administrators and successors in interest.

## THE BETTER TOMORROW PROJECT, LLC

- 18.18 No Rule of Construction. The Parties acknowledge and agree that because all Parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any Party by reason of that Party's role in drafting this Agreement.

*{signature page to follow}*

# THE BETTER TOMORROW PROJECT, LLC

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth above.

**The Better Tomorrow Project, LLC (“Company”)**

By: s/“Olivier Centner”

Print: Olivier Centner

Title: Chief Executive Officer

**USA Rapid Test, LLC (“Distributor”)**

By: s/“David Lee Jensen”

Print: David Lee Jensen

Title: Founder and Chief Executive Officer

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT A**

*[redacted - Territory; Company Distributor Price List]*

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT B**

*[redacted - Form Purchase Order]*

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT C**

*[redacted - Trademark License Agreement]*



# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT D**

*[redacted - Purchase Order Financing Agreement]*

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT E**

*[redacted – Warranty Procedures and Support Tiers]*

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT F**

*[redacted - Initial Purchase Order Master Fulfillment Schedule]*

# THE BETTER TOMORROW PROJECT, LLC

## **EXHIBIT G**

*[redacted – Ancillary Terms]*