

1 Acceptance

The Terms and Conditions of this order constitute the entire agreement between the parties. An Agreement shall be deemed to have been formed upon: (a) the execution of a Purchase Order by LUMIBIRD LTD. and the Seller; or (b) start of work or delivery by the Seller of the goods or services specified in a Purchase Order issued by LUMIBIRD LTD.

2 Changes

Lumibird LTD. may modify a Purchase Order so long as such modification is given in advance of shipment of Goods or the performance of Services by the issuance of a Change Order. If modifications contained in the Change Order can reasonably be expected to necessitate an adjustment to the Price, Compensation or Delivery Schedule the Parties shall endeavour to reach an equitable adjustment as soon as practicable so as not to adversely affect the Price, Compensation or Delivery Schedule. Unless otherwise agreed, the amount of any Price adjustment shall be equal to the amount of the increase or decrease in the costs incurred by the Seller directly resulting from the Change Order. The Seller will not implement and will not be compensated for any change that adversely affects LUMIBIRD LTD. , increases safety or security risks, increases the Price, Compensation or causes delays in Delivery Schedule, or will result in a breach of applicable Law, without the LUMIBIRD LTD. 's prior written consent specifically agreeing to such impact. LUMIBIRD LTD. may cancel a Purchase Order or the delivery of some of the Goods or Services referred to therein at any time prior to shipment/performance for its sole convenience. Upon written notice of such cancellation, the Seller shall use all reasonable efforts to mitigate all costs or expenses incurred up to the date of cancellation, including immediately stop all production and shipment of any Goods and any Services referred to in the notice of cancellation and shall cause any applicable Seller Related Parties to do the same. The Seller shall invoice (in accordance with the billing method set out herein) and LUMIBIRD LTD. shall pay for the cost of Goods and/or Services delivered prior to the date of any such cancellation. The receipt of such payment from LUMIBIRD LTD. is the Seller's sole and exclusive remedy in respect of LUMIBIRD LTD. cancelling the Purchase Order.

3 Prices

The Price to be paid for Goods and the Compensation to be paid for Services by LUMIBIRD LTD. to the Seller shall be as set forth in the Purchase Order. The Price and Compensation shall remain in effect regardless of any changes in currency rates, revenue Laws, treasury regulations or tariffs, increases in the appraisal of the value of the Goods or Services by customs authorities of any country or other variables, unless otherwise provided in the Purchase Order. Such Prices and Compensation are inclusive of: (a) all charges for packaging, packing, insurance, equipment, materials or tools used in the delivery of the Goods and/or Services, as applicable; and (b) the cost of any miscellaneous services of any kind which are commonly provided with the Goods and any miscellaneous items of any kind which are commonly used or supplied in the performance (and in conjunction with) the Services.

4 Taxes

Unless and except to the extent otherwise provided in the Purchase Order, the Seller shall be responsible for remitting or causing to be remitted all taxes (including goods and services tax ("GST"), retail sales tax ("RST"), harmonized sales tax ("HST"), value added tax ("VAT"), Québec Sales Tax ("QST") or similar taxes or charges where applicable), duties, imposts or other charges relating to or arising out of any Agreement and the purchase and sale and delivery of the Goods to LUMIBIRD LTD. and the performance of any Services for LUMIBIRD LTD. LUMIBIRD LTD. shall be responsible for any such taxes, duties, imposts or other charges, the Seller shall provide LUMIBIRD LTD. with all necessary invoices,

notifications and advices relating to such taxes, duties, imposts and other charges. If and to the extent that LUMIBIRD LTD. pays any taxes, duties, imposts or other charges payable by the Seller, the Seller shall reimburse such payment promptly upon request. Upon the request of LUMIBIRD LTD. the Seller shall provide all reasonable assistance to cause the benefit of any credit, rebate, drawback or other recovery to which LUMIBIRD LTD. is entitled.

5 Packaging

The Goods shall be packaged in accordance with all applicable Laws and any LUMIBIRD LTD. specifications set forth in an Agreement and in such manner as may be required for the protection of the Goods from damage or destruction by any hazard prior to acceptance of the Goods by LUMIBIRD LTD. All packages shall include labels and tags containing adequate and accurate information with respect to use, safety and treatment of the Goods. The Seller shall ensure that the Goods are properly contained, secured, labelled, safety marked, documented and inspected at all times during the course of handling, loading, transporting, delivery and unloading so as to comply with all applicable Laws. No separate or additional charges for containers, crating, boxing, bundling or other packaging materials shall be payable unless specified in the Purchase Order. The Seller shall be responsible for any Goods that is damaged during shipment or requires additional handling because packaging and/or labelling did not comply with the required specifications. A packing list showing the Purchase Order number and release number if applicable shall be included with each shipment. The shipping label on the shipping container shall be marked to show the Purchaser Order number of all Purchase Orders contained within the container and each interior container shall be marked to show the Purchase Order number.

6 Invoices

Invoices shall be sent to Accounts Payable Office: LUMIBIRD LTD. accounting_ltd@lumibird.com
Invoices shall identify this Purchase Order number.

7 Inspection

Items supplied under this order are subject to inspection and approval by LUMIBIRD LTD. Payment for items prior to inspection shall not constitute acceptance by LUMIBIRD LTD. LUMIBIRD LTD. reserves the right to refuse acceptance of items which are not in accordance with the Terms and Conditions of this order. Seller shall reimburse LUMIBIRD LTD. for the cost of delivery and inspection of defective items rejected by LUMIBIRD LTD. Items not accepted by LUMIBIRD LTD. will be returned to Seller at Seller's risk and expense without prejudice to any other rights to which LUMIBIRD LTD. may be entitled.

8 Warranty

By accepting this order, Seller warrants that the items supplied (a) shall be new, unused, and for a period of 12 months (or per the Suppliers Warranty if longer) from the date of delivery, free from defects in material, workmanship and fabrication, (b) shall be in strict compliance with all drawings and specifications (including but not limited to any quality provisions) of this order and with the approved sample(s), if any.

9 Patent Protection

Seller agrees to defend and hold harmless LUMIBIRD LTD. and its customers from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent, trademark, copyright, or any third party property right by reason of sale or use of any items furnished hereunder. Under no circumstances the complete indemnification related to Patent Protection defined herein shall exceed the value of the goods purchase under this purchase order.

10 Intellectual Property

Company shall own all right, title and interest (including all intellectual property rights) in all direct and indirect results of the Services performed by Seller for Company (including, where applicable, any Deliverables and all materials, models, specifications, source code, object code, design documents, creations, drawings, schematics and part lists associated therewith) ("Work Product") and Seller hereby assigns, transfers and conveys to Company all right, title and interest in, to and under the Work Product, including, without limitation, all intellectual property rights therein. Subject to payment of the applicable fees, Seller hereby assigns and transfers to Company all right, title and interest to the Work Product throughout the world, including all trade secrets, patent rights, copyrights and all other intellectual property rights therein. Seller hereby represents and warrants that Seller has entered into written agreements with all of its employees and independent contractors who will be involved in the development of any Work Products (collectively "Seller Personnel"), and that such written agreements contain assignments of all intellectual property rights and waivers of all moral rights that the Seller Personnel may have in any Work Products created by such Seller Personnel. The Seller hereby further agrees to cooperate fully at all times during and subsequent to this Agreement with respect to signing further documents and doing such acts and other things reasonably requested by Company to confirm such transfer of ownership and waiver of rights and as may be required to obtain patents or copyrights or the like covering all such Work Products.

11 Confidentiality

Each party (the "Recipient") acknowledges that, from time to time, it may be exposed to certain business, technical, marketing and/or financial information and data that is clearly marked with a restrictive legend of the disclosing party ("Discloser") or that by its nature, through the exercise of reasonable business judgment and in consideration of the circumstances of disclosure would reasonably be considered to be confidential and that is not generally known to the public, including, but not limited to a party's corporate and business strategies, product plans, data, measurements, personnel information, financial information, and customer information (collectively, "Confidential Information"). Seller shall be entitled to provide Confidential Information of Company to subcontractors that have agreed in writing to confidentiality obligations at least as protective as those contained in this Agreement. Recipient agrees that it will take appropriate steps to protect the Discloser's Confidential Information from unauthorized disclosure, that it will not disclose such Confidential Information to any third party, and that it will not use such Confidential Information (other than as authorized by this Agreement) without the prior written consent of Discloser. A Recipient shall not be bound by any obligations restricting the disclosure and/or use of a Discloser's Confidential Information, or any part thereof, which: (i) was lawfully known or received by the Recipient without any obligation of confidentiality prior to disclosure by the Discloser (other than anything embodied in a Work Product); (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the Recipient by a third party, provided such third party, or any other person or entity from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the Recipient without any use of the Discloser's Confidential Information or any violation of any intellectual property or other rights of the Discloser or its affiliates. Disclosure of Confidential Information by Recipient to the extent required pursuant to any law, rule, regulation or court order binding on such Recipient will not constitute a breach of this section, provided that the Recipient has given the Discloser prompt written notice of any requirement or demand for disclosure of Discloser's Confidential Information.

12 Indemnity

(a) The Seller shall indemnify and save harmless LUMIBIRD LTD. and LUMIBIRD LTD. 's Related Parties from and against all claims, demands, suits, damages, costs, expenses, attorneys' fees, judgments or

similar liabilities (the "Liabilities") arising from or incurred by reason of any claim that the use of the Services, Goods or any other deliverables supplied by the Seller constitutes an infringement or misappropriation of any patent, trade-mark or other intellectual property rights of a third party. (b) If the Buyer becomes subject to a claim set forth in (a) above, the Seller, without limiting its indemnification obligations, shall at its option and its own expense, procure for LUMIBIRD LTD. the right to continue using said Goods, Service or deliverable; or modify or replace them with non-infringing deliverables/equipment; or remove it and refund the portion of the price allocable to the infringing Goods/Services. (c) the Seller shall not be liable under the indemnity in this section.

13 Termination for Cause

An Agreement may be terminated by a non-breaching Party for Cause. "Cause" means (a) a material breach of the Agreement; (b) if a Party (deemed for purposes hereof to be the breaching Party) is adjudged insolvent, proposes a compromise or arrangement to its creditors generally, files for protection from its creditors under any applicable bankruptcy or other Laws for the administration of insolvent estates, files or has filed against it any proceedings to have it declared bankrupt, takes or has taken against it any proceedings to have it wound up, or files or has filed against it any proceeding to have a receiver appointed over any of its assets; (c) prolonged force majeure in accordance with section 9.1; (d) LUMIBIRD LTD. has reasonable grounds for believing that the Seller is in breach of its obligation to comply with applicable Laws as required by the Agreement. No termination by LUMIBIRD LTD. or the Seller for a material breach of the Agreement shall be effective unless, within fifteen (15) days after receipt by a Party of the other Party's notice specifying such material breach, the receiving Party shall have failed to cure such specified material breach to the reasonable satisfaction of the non-breaching Party. Termination of the Agreement in accordance with this section 12 shall be without cost or liability to the Party so terminating, and shall not prejudice or affect any right of action or remedy which will have accrued to any Party up to and including the date of such termination.

14 Compliance with Laws

The Seller shall comply and shall cause each Seller Related Party involved in the sale of Goods to LUMIBIRD LTD. to comply with all applicable Laws in each jurisdiction relating to the sale and delivery of the Goods, including any applicable rules and regulations related to ethical and responsible standards dealing with human rights (including human trafficking and slavery, employment standards, and conflict mineral sourcing), environmental protection, sustainable development, as well as applicable anti-bribery laws.

15 Tariff Documentation

The Seller shall provide to LUMIBIRD LTD. on request any certificates of origin, affidavits of manufacturer or other tariff documentation for any Goods which receive preferential tariff treatment under any trade agreement or special tariff agreement (collectively, "Tariff Documentation"). The Tariff Documentation shall be provided with each shipment of the Goods. The Seller shall update any Tariff Documentation and shall notify LUMIBIRD LTD. of any changes affecting eligibility under any applicable trade agreement or special tariff agreement within thirty (30) days after any change occurs. The Seller shall ensure that all Goods with foreign origin are marked in English with the country of origin.

16 Reporting

The Seller shall provide all reports required under a Purchase Order and any ad hoc or other reports reasonably requested by LUMIBIRD LTD. from time to time including the EICC Electronic Industry Citizenship Coalition/GeSI Global e-Sustainability Initiative Template if requested by the LUMIBIRD LTD. All reports will be well-organized, complete and accurate.

17 Customs and Regulatory Approvals

Unless otherwise provided in the Purchase Order, the Seller shall obtain all customs approvals and permits and meet all other regulatory requirements to permit the sale of the Goods to LUMIBIRD LTD. and delivery of the Goods to the Delivery Location, other than any customs approvals, permits or other regulatory requirements which by their nature can only be obtained by LUMIBIRD LTD.

18 Mutual Representations and Warranties

18.1 Representations and Warranties. Each Party to an Agreement represents and warrants to the other that: (a) the Agreement has been duly authorized by all necessary procedures; (b) the Agreement does not violate any provision of the Party's governing documents or any Laws applicable to such Party; (c) the Agreement will not result in the breach of any agreement by which such Party is bound. 18.2 Representation and Warranties Regarding Human Rights Abuse. The Seller represents and warrants to LUMIBIRD LTD. that it has not, and shall not during an Agreement term, retain the services of, provide payments to, or provide benefits-in-kind to government and non-government entities that cause, support or benefit unlawful armed conflict, contribute to human rights abuses or any breaches of humanitarian law.

19 Cancellation of Purchase Orders

LUMIBIRD LTD. may cancel a Purchase Order or the delivery of some of the Goods or Services referred to therein at any time prior to shipment/performance for its sole convenience. Upon written notice of such cancellation, the Seller shall use all reasonable efforts to mitigate all costs or expenses incurred up to the date of cancellation, including immediately stop all production and shipment of any Goods and any Services referred to in the notice of cancellation and shall cause any applicable Seller Related Parties to do the same. The Seller shall invoice (in accordance with the billing method set out herein) and LUMIBIRD LTD. shall pay for the cost of Goods and/or Services delivered prior to the date of any such cancellation. The receipt of such payment from LUMIBIRD LTD. is the Seller's sole and exclusive remedy in respect of LUMIBIRD LTD. cancelling the Purchase Order in accordance with this section 19. No other payment of any kind whatsoever shall be due from LUMIBIRD LTD. to the Seller including, without limitation, payment for: (a) any loss of anticipated profits; (b) any direct, indirect, special, consequential or other forms of damages; (c) expenses of the Seller or Seller Related Parties incurred after receipt of notice of cancellation, or for costs incurred by the Seller or any Seller Related Parties that the Seller or such Seller Related Parties could reasonably have avoided; (d) losses on other contracts, agreements or arrangements however arising; (e) any other costs, loss or expenses of the Seller or Seller Related Parties from any other sources whatsoever, whether arising directly or indirectly under or from an Agreement

20 Configuration Control

Seller shall keep LUMIBIRD LTD. informed on a current basis of any changes affecting form, fit or function of the Goods, or those Goods or parts thereof traceable to Goods provided hereunder, being procured for LUMIBIRD LTD. or any other customer, and of relevant deviations and waivers affecting form fit or function approved by LUMIBIRD LTD. or another customer.

21 No Change Clause.

Without express prior written approval from LUMIBIRD LTD. , the Seller shall not make any changes in design, manufacturing or assembly processes, source of supply or location of source supply that would affect form, fit, or function, either after approval of the first production test item or after acceptance of the first delivery of the first item.

22 QUALITY

a) RESERVED

b) RESERVED

c) Test and Inspection Requirements :

The seller shall provide test and inspection data with each shipment which shall include:

1. The Purchase Order number
2. The part number and revision level
3. Traceability to specific items or lots
4. Test / Inspection Results
5. Approval by the supplier's authorized representative.

23 Inspection

a) RESERVED.

b) Certificate of Conformance

Shipments made against this Purchase Order must be accompanied by a Certificate of Conformance attesting that all the applicable specifications, drawings, and Purchase Order requirements have been met. The seller must maintain quality records applicable to the certificate for a period of not less than Seven years. The C of C must contain the following as a minimum:

1. The Purchase Order number
 2. Part number and revision level (rev level if item is revision controlled)
 3. Quantity shipped
 4. Approval by the Seller's authorized representative
 5. The manufacturers' lot (batch or serial number) and the date of manufacturer (date code) for each unique item that the C of C pertains to.
 6. Each part shall be identified with a unique serial number traceable to its production lot records.
 7. Each part shall be marked with a manufacturers date code traceable to its production lot record.
- If it is not practical to mark the part, the lowest order of packaging shall be marked with the date code.

c) Counterfeit Avoidance

The Seller, Distributor and Contract Manufacturers shall implement and maintain a counterfeit electronic parts process, in accordance with industry standards. The Seller, Distributors and Contract Manufacturers counterfeit parts management plan shall be subject to approval by LUMIBIRD LTD. quality representative and is subject to evaluation throughout the period of contract. The Seller, Distributor and Contract Manufacturer shall also maintain complete records on file and make them available upon request.

The Seller, Distributor and Contract Manufacturer shall be responsible for assuring that only new and authentic materials are used in products built for LUMIBIRD LTD.

The Seller, Distributor and Contract Manufacturer shall request approval from LUMIBIRD LTD. prior to procuring material from either an Independent Distributor or a Broker.

d) Material Declaration

The Seller shall maintain a material declaration program (in accordance with IPC 1752A) for any material

introduced to support the exchange of Materials Declaration information. This program shall ensure product do not contain banned or restricted materials as follows:

1. Product information (Including product Raw Line code for specific product material declarations.
2. Manufacturing Process reporting application (Terminal base alloy, Moisture sensitivity, Reflow cycles)
3. Detailed materials chemical content of our products
 - i. List of substances by Homogeneous material international reference
 - ii. Homogeneous material weight (gram & PPM)
 - iii. JIG (Joint Industry Guide) declaration
4. RoHS (Restriction of Hazardous Substances) declaration and exemptions
5. REACH(Registration, Evaluation, Authorization and Restriction of Chemicals) SVHC (Substance of Very High Concern) declaration