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Nfinitech Solutions LLC.

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These terms and conditions of service, and any exhibits, schedules, addenda ("Terms and Conditions") shall govern the continuous relationship of the Parties, now and into the future, unless amended by separate agreement. These Terms and Conditions are made a part of any Purchase Order ("Order") for goods and other deliverables (referred to as "Goods") and services ("Services") issued by Nfinitech Solutions LLC ("NSLLC") to the buyer identified in the Order ("Buyer"), except to the extent any Terms conflict with a written agreement between NSLLC and Buyer (the "Parties"), or other written terms NSLLC has provided to Buyer, that specifically cover that transaction. These Terms and Conditions, together with all exhibits, schedules, addenda, and purchase orders ("Collectively the "Agreement"), shall be effective by and between NSLLC and Buyer on the date which Buyer and NSLLC execute the Agreement ("Effective Date").

COMMENCEMENT. Subject to the Agreement, NSLLC agrees to provide Services and/or Goods pursuant to the Order. NSLLC's provision of the Services or any Goods are subject to availability and approval of Buyer's credit, which NSLLC may approve or reject at NSLLC's sole discretion. Subsequent to the Effective Date, Buyer will have five (5) business days to provide Buyer's Order. If the Order is accepted by NSLLC, then Buyer shall provide payment to NSLLC within three (3) days of receipt of Shipping Documents, as defined herein.

ACCEPTANCE. NSLLC has accepted an Order (including these Terms) if NSLLC gives a written or electronic approval of Order, or initiates performance pursuant to the terms of the Order. By accepting an Order, NSLLC's acceptance shall be limited to the Order's terms (which include these Terms). No additional or conflicting term in any Buyer acknowledgment, invoice, bid, proposal, or other documentation is binding on NSLLC, unless agreed to by NSLLC in writing. All Goods and Services will be delivered to Buyer in strict conformance with any packaging, product and/or service standards, specifications, and other requirements provided by NSLLC or approved in writing by NSLLC (the "Requirements").

DELIVERY. Unless otherwise stated in the Order, all Goods will be shipped freight collect or freight prepaid; provided that Goods shipped internationally are sold FCA (Oklahoma City, OK) destination or listed warehouse location provided for the opportunity. NSLLC will deliver all Goods and Services within the reasonable time period stated in the Order, unless the Parties agree to a shorter, time period. If Buyer is responsible for retrieval of Goods at the designated pickup location, risk of loss of Goods shall transfer upon delivery of the Goods to the destination identified by NSLLC. If Buyer is responsible for pickup of goods at destination, Buyer shall be required to pick up Goods within 48 hours of delivery. If Buyer fails to retrieve goods within 48 hours of delivery, Buyer shall be responsible for any additional costs or expenses incurred, including but not limited costs for packing, crating, storage, insurance, or additional shipping or delivery expenses incurred due to Buyer's failure to retrieve the Goods within 48 hours of deliver. If NSLLC delivers any Goods other than in an amount stated in the Order without Buyer prior written consent, Buyer may return the portion of Goods not included in the Order, at Seller's expense, but Seller shall be responsible for determining which location the Goods will be returned, as well as the delivery service and method to be used to return said excess Goods. Buyer shall also have the option to keep the excess Goods, but must remit payment for the excess goods pursuant to the price stated in the Order, to Seller within 48 hours of receipt of Goods. NSLLC's determination of the Goods' count and weight is conclusive, unless NSLLC encloses a packing slip stating a different amount. TIME IS OF THE ESSENCE FOR ALL ORDERS.

PRICES AND PAYMENT. Goods and Services will be delivered to Buyer for the price stated in the Order. Buyer must pay the Purchase Price for an Order within 3 days of receipt of the following documents: Inspection Report, Logistics confirmation, vessel booking, packing slip, Master Bill of lading, waybill, Airwaybill ("Shipping Documents") if applicable. Buyer inspection request shall only be requested after payment and the approval at the discretion of the vendor and DC coordinator. Unless the Order states different payment terms, payments made by Buyer shall be through Direct Wire, Escrow Payment terms or other means paid in United States dollars. Buyer shall be responsible for any increases in costs, fees or expenses incurred due to Buyer's errors, defects, or non-compliance with the Order (including these Terms). Each invoice must relate to only one Order, and be issued and dated no earlier than the date on the Goods' and/or Services' delivery date. Each Buyer invoice and all related documents (such as packaging lists, bills of lading, freight bills and correspondence) shall include: (a) Order number; (b) applicable Order line-item number(s) and unit of measure; and (c) NSLLC identification number (if provided by NSLLC). NSLLC may, at its option and on notice to Buyer, convert any of its ordering, purchasing, and payment methods to be electronically enabled and Buyer will, at its expense: provide any necessary electronic data interface for the technology's implementation and use the applicable electronic method designated by NSLLC. **If Buyer requests that payments made to NSLLC be held in Escrow, the escrow agent shall be Sternberg, Naccari and White, LLC ("Escrow Agent"). Buyer shall be responsible for escrow fees of the Escrow Agent in the amount of two percent (2%) of the payment held in escrow ("Escrow Fee"), pursuant to the Escrow Agreement execute between the Parties and Escrow Agent. One hundred percent (100%) of the Escrow Fee shall be due upon deposit of funds with the Escrow Agent.**

ORDER CHANGE, SUSPENSION OR CANCELLATION. NSLLC may change an Order by giving electronic notice to Buyer prior to shipment of the applicable Goods or performance of the Services and upon written approval of Buyer. If any change causes an adjustment in price, or change in delivery date, the Parties will make an equitable adjustment and modify the Order accordingly, provided that NSLLC gives Buyer notice of that adjustment claim within reasonable time frame after receipt of NSLLC Order change notice and Buyer's written approval of the adjustment. If any Order suspension causes an adjustment in price, the Parties will make an equitable adjustment and modify an Order accordingly, provided that NSLLC gives Buyer notice of that adjustment claim within reasonable time frame after receipt of NSLLC Order notice, and Buyer's written approval of the adjustment. On any order changes initiated by the buyer, the Buyer shall be responsible for all fees incurred by NSLLC.

NSLLC may cancel an Order, with reasonable cause, at any time by electronic or written notice to Buyer. Buyer may cancel an Order; however, Buyer's notice of cancellation must be issued within 24 hours of the date that the initial payment is paid to NSLLC. NSLLC



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send funds to distributor and once payment is confirmed and accepted at the distribution level the order shall not be cancellable. If Buyer's notice of cancellation is not issued within 24 hours of initial payment, Buyer shall be obligated to complete the full Order. Buyer shall also be responsible for reimbursing NSLLC for all fees associated with securing the goods, costs of logistics and set up of delivery and storage and any other fees associated with the Order incurred by NSLLC.

NSLLC may, at Buyer's discretion, assist Buyer with locating a new third-party purchaser to purchase the goods contemplated in the Order. If a third-party purchaser is procured, Buyer shall be entitled to reimbursement for the amount of goods purchase by the third-party purchaser, less any expenses incurred by NSLLC in procuring the third-party purchaser, including, but not limited to all of NSLLC's out of pocket expense, costs for time associated with procuring the third-party purchaser and any and all shipping fees and expenses incurred by NSLLC related to the Order.

All Medical Supply by NSLLC effective October 21, 2022 shall be non-cancellable and non-refundable. Any cancellation is approved through exception process, Nfinitech Shall reimburse minus administration fees of 20% of the gross purchase order.

TRADEMARKS. Buyer may use the NSLLC trademark, trade name, or corporate logo ("NSLLC Mark"), only upon written approval of NSLLC. Buyer shall not use NSLLC name or NSLLC Mark in any manner, including promotional or advertising materials, or otherwise assert affiliation with NSLLC or a NSLLC affiliate, except with NSLLC prior written consent for each use.

WARRANTIES & REMEDIES. In addition to all implied and express warranties available under the Uniform Commercial Code ("UCC") and/or these Terms, NSLLC warrants that: (a) all Goods and Services will be free from any encumbrance and conform to all Requirements and the applicable Order; (c) all Goods will be made or processed, and all Services will be performed, in compliance with all laws applicable to NSLLC. NSLLC also warrants that: (x) NSLLC has the expertise, and resources to perform its obligations under any Order (including these Terms); and (z) NSLLC has no third-party obligations that conflict in any way with NSLLC obligations under these Terms.

Buyer warrants that:

1. That the prices being paid by Buyer are not affected by collusion or any other anti-competitive activity;
2. Buyer has the financial means to complete and satisfy its Order;
3. Buyer's Order and delivery of goods associated with the Order will not violate and state or governmental laws, or any laws applicable to Buyer;
4. All of Buyer employees, agents, and subcontractors ("Buyer Personnel") performing any of Buyer's obligations under an Order will have employment authorization that complies with all applicable Laws. Upon NSLLC request, Buyer will provide NSLLC with documentation and information required by NSLLC to conduct an export control license assessment relating to Buyer Personnel. If NSLLC determines that an export license is needed for certain Buyer Personnel, NSLLC may, in its discretion, pursue that export license or instruct Buyer not to use that Buyer Personnel to perform Buyer's obligations under an Order. Buyer shall reimburse NSLLC for all expenses incurred dur to pursuant of the export license.
5. Buyer is responsible for payment within reasonable time frame for current available goods. If payment is delayed the buyer shall be responsible and wait for order fulfillment to be completed.
6. Buyer accepts NSLLC Purchase Terms agreement and any terms on the Buyers Purchase order is null and void.
7. Repacked items are possible and no return for this reason shall be accepted due to the market supply and demand to make a full case for an item.

COMPLIANCE WITH LAWS. Buyer will comply with applicable national and international anti-bribery rules, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and applicable EU, OECD and Council of Europe anti-bribery rules. Buyer will not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of (a) influencing any act or decision of any government official or political party (or candidate thereof) (collectively, "Officials"); (b) inducing an Official to do or omit to do any act in violation of the lawful duty of that Official; or (c) inducing an Official to use influence with a non-U.S. government or instrumentality to facilitate Buyer's performance of its obligations under any Order. Buyer and its affiliates must at all times keep complete and accurate books and records. All records and information that Buyer provides to NSLLC pertaining to the performance of each Order must be complete and accurate.

CONFIDENTIAL INFORMATION. The term: (a) "products" as used only in this Section means all products manufactured or sold by or for NSLLC or services performed for NSLLC, including the Goods and Services; and (b) "NSLLC Confidential Information" means information or tangible materials, whether or not designed by NSLLC pertaining to (i) product development, design, formulations, composition, research and development, or specifications; (ii) product manufacturing techniques, rates or quantities; (iii) equipment used to make products; (iv) any other aspects of NSLLC business relating to products and services, including without limitation marketing, sales, customers and non-public financial data; (v) all Orders placed by NSLLC; and (vi) information pertaining to the Parties' relationship.

Buyer will: (a) keep all NSLLC Confidential Information confidential; (b) use NSLLC Confidential Information only as necessary to perform NSLLC's obligations under the Order; and (c) ensure that its employees, agents, and NSLLC-approved subcontractors abide by these



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confidentiality obligations. If Buyer receives any tangible materials constituting NSLLC Confidential Information, then Buyer will return those to NSLLC, on NSLLC request or at the end of the applicable Order. NSLLC Confidential Information does not include information that is: (x) available to the public in any publication; (y) known to Buyer prior to its receipt from NSLLC as evidenced by Buyer's written records; or (z) available to Buyer from another source without breach of any agreement or violation of law. If required by judicial or administrative process to disclose NSLLC Confidential Information, Buyer agrees to promptly give NSLLC notice, allow NSLLC reasonable time to oppose such process, and seek to have the third party treat the information confidentially to the extent legally permissible, through protective order or otherwise. A penalty fee of minimum \$10,000 civil penalty plus legal fees per violation imposed in the state of Oklahoma for breach of confidentiality.

PERSONAL INFORMATION. "Personal Information" means information about a particular individual that, on its own or in combination with other information, identifies an individual, in any form and any media. NSLLC may access, collect, or process Personal Information during its performance under an Order. NSLLC will keep all that Personal Information confidential, use it only as necessary to perform NSLLC obligations under an Order, and promptly notify Buyer of any judicial process that might require its disclosure. If Buyer obtains any Personal Information of a member or employee of NSLLC, BUYER will, at NSLLC option, either return or destroy all that Personal Information on NSLLC request. In addition, NSLLC will: (a) create, obtain, process and use Personal Information only in compliance with all applicable laws; (b) restrict access to Personal Information to only those Buyer employees as is necessary to perform Buyer's obligations under an Order; (c) use security measures to protect all Personal Information from unauthorized access, use, disclosure, alteration or destruction; (d) maintain any records that include Personal Information in accurate and current form. On NSLLC request, Buyer will provide reasonable assistance with updating, correcting, verifying, and providing individuals with access to their Personal Information related to an Order; and (g) promptly notify NSLLC if any unauthorized person accesses, uses, or discloses any Personal Information related to an Order, or if any individual requests access to, correction of, or revokes consent for, Personal Information related to an Order.

PRODUCTION DISCONTINUATION. In the event that Buyer is in a contract for a period of over 3 months with NSLLC, prior to Buyer's discontinuing the manufacture or sale of any Good identified in any Order issued by NSLLC during the preceding 3 months: (a) Buyer will fill all current Orders for that Good; and (b) give NSLLC at least three months' prior written notice of that discontinuation.

INDEMNIFICATION & INSURANCE. Buyer will indemnify, defend, and hold harmless NSLLC, its affiliates, and their successors, assigns, officers, directors, employees, and agents for, from and against any claim, liability, loss, damage, lien, judgment, duty, fine, civil penalty and cost, including attorneys' fees and litigation expenses, arising out of: (a) NSLLC failure to comply with any of its obligations under an Order (including these Terms), including, but not limited to, those relating a Good recall or other reasonable action NSLLC takes regarding any such failure to deliver; and (b) claims arising out of handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any waste material at any Buyer site or related to the Goods under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq. as amended, known as "CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq., known as "RCRA"), or any other current or future law of similar effect. These indemnities are in addition to all other remedies afforded to NSLLC under the law. Buyer will maintain liability, property damage, and other insurance to protect NSLLC from the foregoing risks, and will, on request, supply certificates evidencing this coverage.

Non-Circumvention. The Parties hereby legally, and irrevocably bind themselves to guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between the Parties with procedures, sellers, buyers, suppliers, brokers, dealers, distributors, refiners, shippers, financial institutions, technology, owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or agreed fees, commissions, or continuance of pre-established relationship or intervene in uncontracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel or initiate buy-sell relationships or transactional relationships that by-passes one of the Parties with any Corporation, producer, technology owners, supplier or individual revealed by Parties to one another in connection with any ongoing and future transaction or project. Both the Buyer and the NSLLC acknowledge that the harm to the other party would be substantial and therefore the NSLLC and the Buyer agree to abide by the Customary International rules of non-circumvention and non-disclosure as established by the International Chamber of Commerce in the USA for five (5) years from the date hereof. Said Non-circumvention and non-disclosure shall include, but not be limited to communicating with each other's banks; representatives of Buyer's dealing with Customs, or NSLLC's mandate. The understanding and accord of this sub-paragraph will survive the termination of this Agreement. In the event of breach of this section, by the Parties or any of their members, whether directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it was entitled from such transaction, including, but not limited to, all legal costs and expenses incurred to recover the lost revenue.

UNAVOIDABLE DELAY. If a Party cannot perform its obligations, in whole or in part, under an Order as a result of civil or military authority, war, flood, fire, epidemic, pandemic, or other condition or cause beyond its reasonable control and not related to its fault or negligence (an "Unavoidable Delay"), that Party will be excused from that performance during the Unavoidable Delay to the extent that performance is prevented or delayed. If Buyer has an Unavoidable Delay, NSLLC may modify or terminate any Orders on notice to Buyer without liability to Buyer. In the event of Unavoidable Delay, Seller and Buyer shall agree to a replacement order within 45 days of notice of Unavoidable Delay. If Seller is unable to provide a replacement order, Seller shall initiate a refund process and Buyer shall be refunded the Purchase Price, without further recourse to the buyer. In the event of an Unavoidable Delay, if NSLLC is able to secure a portion of the Goods, NSLLC reserves the right to allocate any



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available Goods as is fair, reasonable, and available to Buyer for the Purchase Price stated in the Order, and refund the Buyer any amount of Purchase Price attributable to Goods which NSLLC is unable to replace or deliver. Unavoidable Delay will not include: (a) any labor dispute; or (b) any delay preventable by Buyer moving the affected Goods to an alternate NSLLC-approved Buyer facility. In the event of a labor dispute, Buyer shall receive Goods upon suspension of said labor dispute and at such time as Goods are able to be delivered by NSLLC.

Buyer WAIVER OF DAMAGES. NSLLC WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO Buyer FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, AN ORDER, OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT.

Credit Net Terms. Buyer certifies that the information is accurate. As a signing officer, the buyer authorizes bank and trade listed to disclose Nfinitech Solutions LLC. And its subsidiaries and credit insurer all information concerning the financial credit history of buyers company. All information obtain for net terms credit will be solely used for credit evaluation purposes and will be guarded in strict confidence.

- NO refunds. Credit to account only.
- A 2% Monthly (24% yearly) admin fee is applicable on all overdue amounts.
- All merchandise returns must be authorized by Nfinitech Solutions LLC.
- Merchandise returned without approval will be refused and sent back to sender collector.

Personal Guarantee. The undersigned residing at the following business and representatives, stands surety for the Buyer towards the Seller. As such, the undersigned guarantees the reimbursement jointly, and in solidarity, of any sum that the buyer owes, to the seller.

DISPUTE RESOLUTION. Any claim or dispute arising from, or relating to, a Good, Service, or an Order (including these Terms): (a) will be governed by the laws of the State of Oklahoma, United States of America, without regard to its conflicts of law provisions; and (b) must only be litigated in a federal or state court of competent jurisdiction in Oklahoma, OK. Each Party consents to the Oklahoma courts' personal jurisdiction. Each Party will bear its own costs in dispute resolution, except that if a Party commences litigation, the losing Party in that litigation will pay all the prevailing Party's attorneys' fees, court costs, and other expenses related to that litigation. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not govern an Order. All negotiations will be conducted in English, and all documents, including all Orders, will be written in English.

NOTICES. Unless otherwise stated in these Terms, any permitted or required notice must be in writing and personally delivered, including via any internationally recognized overnight service: (a) to NSLLC at: NSLLC Sourcing Operations, 8049 Brookshire Dr., Oklahoma City, Oklahoma USA 73162 Attention: Managing Partner; and (b) to Buyer at the address to which the applicable Order was sent. Notice of a Party's address change will be given as stated above. Notice shall be deemed deliver within 5 days from mailing of Notice.

GENERAL TERMS. Reference in these Terms to laws includes all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules ordinances and directives of any government. Each Order (including these Terms) is the Parties' final and complete agreement, and it terminates all prior written or oral agreements and understandings as to that Order's subject matter except: (a) for any additional Buyer obligations in a Bidding Participation Agreement; and (b) no Order is intended to terminate or supersede any existing confidentiality or intellectual property agreement by the Parties, including, without limitation, a General Supplier & Patent Agreement or Supplier Agreement or any written agreement between the Parties that specifically pertains to the Order or other written terms NSLLC has provided to Buyer, that specifically covers that Order. All these Terms including, without limitation, those relating to safety, regulatory compliance, warranty, insurance, indemnification, confidentiality, will survive an Order's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run. A Party's failure(s) to insist on strict performance, or to exercise its rights, under an Order, does not waive subsequent compliance with that Order. All NSLLC rights and remedies under an Order are cumulative, and in addition to any other rights and remedies provided in law or equity. Buyer may not assign an Order or any of its rights or obligations under an Order, including, without limitation, any subcontracting ("Assignment"), without NSLLC prior written consent. No purported Assignment by Buyer is binding on NSLLC without its written consent. No NSLLC consent to a Buyer Assignment relieves Buyer of any obligations under an Order, and Buyer will ensure that any full assignee assumes all of Buyer's obligations under these Terms and that any subcontractor is bound by terms as stringent as these Terms. Except as otherwise provided in these Terms, an Order may only be modified by a written document signed by both Parties.

Modification of Agreement. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged there with.



Nfinitech Solutions LLC.
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Nfinitech Solutions LLC. "NSLLC":

Company:

Company: Nfinitech Solutions LLC

EIN:

DUNS:

Name:

Name: Tam Nguyen

Title:

Title: President

Date:

Date:

Signature:

Signature: