

TERMS AND CONDITIONS OF SALE

The sale of any products or services ordered by the customer ("Customer") is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer's purchase order or other communication shall not be binding upon VadaTech Inc. unless specifically agreed to in writing by VadaTech's authorized representative, provided, however, that no preprinted facility entry form shall be binding even if signed by VadaTech's representative. Any order or authorization by the Customer, whether written or oral, to furnish products or services or licensing of software shall constitute acceptance of these terms and conditions.

Any software (including firmware) provided hereunder shall be subject to the terms of the standard VadaTech Inc. Software License Agreement accompanying such software. Such software is licensed, not sold. Any preproduction equipment provided hereunder shall be subject to VadaTech's Preproduction Equipment User Agreement accompanying such equipment. Any product support programs provided hereunder (such as Global Care or Product Lifecycle Management) shall be subject to the VadaTech's standard terms for such program.

1. WARRANTY

1.1 VadaTech Inc. warrants to the Customer that VadaTech-branded products ("VadaTech Inc. Products") (other than software, which is governed by the standard VadaTech Inc. License Agreement) and services ("Services") sold will be free from material defects in material, workmanship and title and will materially conform to any mutually agreed upon specifications (or, if there are no such agreed specifications, the specifications provided by VadaTech). If such VadaTech Inc. Products or Services do not meet the foregoing warranties, and Customer promptly notifies VadaTech Inc. thereof within the applicable warranty period set forth in section 1.2 below (other than for warranty of title) and returns such product to VadaTech Inc. pursuant to VadaTech's applicable Repair and Replacement Policy, VadaTech Inc. will correct any such failure by re-performing any defective portion of the services, and, with respect to products, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, FCA VadaTech's facility or other point of shipment any necessary repaired or replacement parts. Inbound shipping charges to VadaTech, including associated taxes, duties, tariffs, etc., shall be paid by the

Customer. Return (outbound) warranty repair shipping charges shall be paid by VadaTech Inc. to the Customer's destination. If in VadaTech's reasonable judgment such repair or replacing of products or re-performance of services is not practicable, VadaTech Inc. shall refund or credit monies paid by the Customer for such products or services or, with respect to services, furnish without charge services in an amount essentially equal to those which, in VadaTech's sole judgment, would have been required for re-performance.

1.2 The warranty period for Services shall be ninety (90) days from the completion of the Services. The warranty period for VadaTech Inc. Products shall be as follows:

(a) for board-level products: two (2) years from the date of shipment, except as follows: one (1) year from the date of shipment for any such products in a VadaTech-provided system which integrates hardware and software into a common platform or enclosure and which contains any assembly not owned, designed and manufactured by VadaTech.

(b) for all replacement or repaired products or parts: ninety (90) days from the date of shipment, or the termination of the warranty period with respect to the original product or part for which the replacement parts were supplied or the repairs were made during the original warranty period, if sooner.

1.3 The warranties and remedies set forth herein are conditioned upon: (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of VadaTech; (b) the absence of repairs, modifications or alterations not authorized by VadaTech; and (c) Customer promptly notifying VadaTech Inc. of any defects and (if required), promptly making the product available for correction, and VadaTech's ability to reproduce and observe the claimed defect or non-conformity.

1.4 VadaTech Inc. warrants non-VadaTech Inc. manufactured products, including but not limited to personal computers, micro drives, rotary disks, compact flash, cables and accessories, etc., only to the extent that the manufacturer's warranty allows VadaTech Inc. to transfer such manufacturer's warranty to Customer. VadaTech Inc. will pass through to Customer any such warranties. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. VadaTech Inc. shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-VadaTech Inc. manufactured products (or, in the case of CNC products, non-FANUC manufactured products).

Consumables (such as batteries, light bulbs, and the like), and failures due to consumables are excluded from all warranties.

1.5 Certain products hereunder may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

1.6 Except as set forth in section 2 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN THE EVENT THAT VADATECH INC. IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, OR ANY WARRANTY PROVIDED HEREIN OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

2. INTELLECTUAL PROPERTY

2.1 VadaTech Inc. shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer's purchase order. VadaTech Inc. shall retain ownership and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by VadaTech Inc. either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by VadaTech.

2.2 VadaTech Inc. warrants that any VadaTech Inc. Products sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If promptly notified in writing and given full authority, information and assistance, VadaTech Inc. shall defend, or may settle, at its expense, any suit or proceeding against the Customer so far as based on a claimed infringement which would

result in a breach of this warranty, and VadaTech Inc. shall pay all damages and costs finally awarded therein against the Customer due to such breach, other than damages and costs arising from any willful infringement by Customer after receipt of notice of the claimed infringement. VadaTech Inc. shall not be responsible for any compromise or concession made by Customer without the prior written consent of VadaTech. In case any VadaTech Inc. Products are in such suit held to constitute such an infringement and the use for the purpose intended of said products is enjoined, VadaTech Inc. shall, at its expense and option, either procure for the Customer the right to continue using said products, or replace same with non-infringing products, or modify same so they become non-infringing, or remove the products and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of VadaTech Inc. for patent infringement.

2.3 VadaTech Inc. shall have no liability under Section 2.2 above if the infringement or claim is based in whole or in part upon (a) a product not of VadaTech's manufacture; (b) a product manufactured to Customer's design; (c) a modification of the product not introduced or approved in writing by VadaTech; or (d) the interconnection or use of the product in combination with equipment, software or other devices not made or supplied by VadaTech. As to any such product, modification, or use in such combination, VadaTech Inc. assumes no liability whatsoever for patent infringement and the Customer shall hold VadaTech Inc. harmless against any infringement claims arising therefrom.

3. SHIPPING AND DELIVERY; TITLE

3.1 Delivery of products will be made FCA VadaTech's facility. Title to products shipped by VadaTech Inc. from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other products shall pass when the product is made available for shipment at the point of shipment. Title to services shall pass pro rata as the services are performed.

3.2 Unless otherwise agreed by the parties in writing:

(a) VadaTech Inc. shall determine the method and routing of all deliveries;

(b) Delivery dates and times are approximate and based on (i) Prompt receipt by VadaTech Inc. of all information necessary to permit VadaTech Inc. to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by VadaTech Inc. of all evidence VadaTech Inc. may request that any required export or import license, as applicable, is in effect;

(c) The prices for the products include only VadaTech's usual quality processes, systems, and tests; and

(d) Partial deliveries shall be permitted.

3.3 Products shall be prepared, packed and shipped by or on behalf of VadaTech Inc. in accordance with good commercial practices unless otherwise agreed by the parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse VadaTech Inc. for any costs for any non-standard packing, marking or shipping directions contained in the purchase order.

4. PAYMENTS AND FINANCIAL CONDITION

4.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply: (a) payments shall be due without setoff net thirty (30) days from the date of invoice; (b) payment shall be in US Dollars or in other currency as set forth in VadaTech's quote; (c) payment for international transactions outside the US, EU, and Canada will be per documentary Letter of Credit; and (d) payment for product shall become due pro rata as shipments are made and payment for services shall be due as services are performed. Payment shall be made to VadaTech's address as shown on VadaTech's invoice.

4.2 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save VadaTech Inc. harmless from any and all costs and expenses of VadaTech's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. VadaTech Inc. retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at VadaTech's request as reasonably necessary to perfect such interest.

4.3 The following shall apply with respect to any related non-recurring engineering charges ("NRE"): unless provided otherwise in VadaTech's quote, fifty percent (50%) of any Embedded NRE shall be due and payable at acceptance of the purchase order or contract execution. The balance of such NRE (the "NRE Balance") shall be due and payable within thirty (30) days after completion of the NRE work. In the event of a cancellation of the NRE contract or purchase order after commencement but prior to completion of NRE work, VadaTech Inc. shall be entitled to payment of a 75 percent of the NRE Balance equal to the percentage of NRE work completed prior to cancellation,

as reasonably determined by VadaTech. All NRE charges are nonrefundable.

4.4 Any requests for changes shall apply only if VadaTech Inc. and the Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.

4.5 If at any time VadaTech Inc. determines that the Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, VadaTech Inc. may require full or partial payment in advance or shall be entitled to suspend work or terminate the agreement without liability therefore. In the event of the insolvency of the Customer or in the event any proceeding is brought by or against the Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, VadaTech Inc. shall be entitled to suspend work or terminate the agreement without liability therefore.

5. TAXES AND DUTIES

5.1 Customer shall pay, or reimburse VadaTech Inc. for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by VadaTech Inc. or the Customer, or the Customer shall provide VadaTech Inc. with evidence of exemption acceptable to the taxing authorities.

5.2 Unless otherwise indicated on VadaTech's quotation, prices quoted do not include any value-added tax (VAT), export/import duties, customs fees or brokerage fees, all of which shall be the responsibility of the Customer.

6. LIMITATIONS OF LIABILITY

6.1 VADATECH'S LIABILITY FOR ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCTS OR SERVICES COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL, IN THE AGGREGATE, IN NO CASE EXCEED THE CONTRACT PRICE OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY PRODUCTS FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.

6.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE),



STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, SHALL VADATECH, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES, EVEN IF VADATECH INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER WILL INDEMNIFY VADATECH, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCTS OR SERVICES BEING PROVIDED BY VADATECH INC. WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING VADATECH INC. AND ITS SUPPLIERS THE PROTECTION OF THIS SUBSECTION AND THE PRECEDING SUBSECTION.

6.3 The products licensed or sold hereunder are not intended for use in any nuclear facility or application, or any life-support equipment or other application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, VadaTech Inc. disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend VadaTech Inc., its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether VadaTech Inc. had knowledge of the possibility of such damages.

6.4 If VadaTech Inc. furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to the agreement, the furnishing of such advice or assistance will not subject VadaTech Inc. to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

7. EXCUSABLE DELAYS

VadaTech Inc. shall not be liable for breach of its obligations hereunder to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including but

not limited to acts of God, acts (or omissions) of the Customer or its suppliers or representatives, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation, or inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay. In the event VadaTech Inc. is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, VadaTech Inc. shall be entitled to an equitable price adjustment, to be determined in the reasonable discretion of Vadatech Inc., in addition to extension of the time of performance.

8. EXPORT

If Customer exports (or re-exports), directly or indirectly, any products or technical data supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with U.S. and other applicable export control laws and to obtain any required licenses or approvals in its own name. The Customer is also responsible for the accuracy and completeness of any information or certification provided by Customer for purposes of export control compliance.

9. U.S. GOVERNMENT CONTRACTING

In the event that the Customer elects to sell products or services provided hereunder to the U.S. Government or to a prime contractor selling to the U.S. Government, Customer does so solely at its own option and risk, and agrees not to obligate VadaTech Inc. as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. Customer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. VadaTech Inc. makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations, including without limitation DFAR 252.225-7014, Alt. 1, Preference for Domestic Specialty Metals, other than those contained herein. With respect to Equal Employment Opportunity/ Affirmative Action requirements, VadaTech Inc. represents that it complies with the following FAR clauses:

FAR CLAUSE TITLE

- 52.222-21 Certification of Non-segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports



- 52.222-25 Affirmative Action Compliance
- 52.222-26 Equal Opportunity
- 52.222-35 Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities

Use, duplication or disclosure of VadaTech Inc. software and VadaTech Inc. technical data by the U.S. Government is subject to the terms regarding limited rights as set forth in the Rights in Technical Data and Computer Software of DFAR 252.227-7013, subdivision (b)(3) and with respect to technical data as set forth in Technical Data—Commercial Items, DFAR 252-227-7015.

10. CANCELLATION; RESCHEDULING

10.1 Cancellation-Standard Products. Customer may cancel its order for a standard product only if, prior to the shipment date requested in its purchase order, Customer: (a) provides VadaTech Inc. with written notice of the order cancellation; (b) pays the NRE due pursuant to Section 4 herein; and (c) pays VadaTech Inc. the cancellation fee for each cancelled product. Unless the parties agree otherwise, the cancellation fee shall be as follows:

Number of days prior to Cancellation charge per unit the scheduled shipment date (expressed as percentage that notice of cancellation is of the catalog price): received by VadaTech Inc.:

- More than 90 days 25%
- 61-90 days 50%
- 31-60 days 75%
- Within 30 days 100%

10.2 Rescheduling-Standard Products. Customer may delay the shipment of a standard ordered product only if, prior to the shipment date requested in its purchase order, Customer: (a) provides VadaTech Inc. with written notice of the delay; (b) has not previously delayed shipment of such products; and (c) if the notice of the delay is less than ninety (90) days prior to the shipment date requested in Customer's purchase order, and/or if the duration of the delay is to exceed one hundred eighty (180) days, agrees to pay VadaTech Inc. for inventory and material handling and storage charges equal to two percent (2%) of the total price of the affected products for each month of such delay. However, in no event may the shipment be delayed for longer than eighteen (18) months.

10.3 Custom products or Last-Time Buys for End of Life (EOL) Products. Notwithstanding the foregoing, orders for custom products or for last-time buys for end of life (EOL)

products may not be cancelled, rescheduled, or returned. A "custom product" is any non-standard product developed by VadaTech Inc. under a special agreement or any product not appearing in VadaTech's standard product catalog.

11. ADDITIONAL PROVISIONS FOR SERVICES

11.1 VadaTech Inc. shall perform any Services to be provided hereunder, and Customer shall make payment to VadaTech Inc. therefore, in accordance with the schedule and specifications in VadaTech's quotation therefore. Upon completion of a Services deliverable, and at VadaTech's request, Customer shall provide a certificate of acceptance of each deliverable. Upon final completion of the Services to be provided hereunder, and at VadaTech's request, Customer shall provide a certificate of final completion.

11.2 Either Customer or VadaTech Inc. may terminate an agreement for Services hereunder for cause if the other of them: (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law; (b) fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or (c) breaches this agreement in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).

11.3 VadaTech Inc. may suspend its performance of Services hereunder if it has the right to terminate for cause as set forth above (without waiving its right to terminate for cause). Customer may for its convenience direct VadaTech Inc. to suspend its performance of Services hereunder, for up to thirty (30) days or as otherwise agreed by the parties, provided that it gives at least fifteen (15) days prior written notice thereof to VadaTech.

11.4 In the event of termination by VadaTech Inc. for cause, or suspension, of Services as set forth above, VadaTech Inc. shall be entitled to an equitable price adjustment to reflect its actual costs incurred in fulfilling and terminating or suspending the agreement, plus a reasonable level of profit.

11.5 The provisions of this agreement which by their nature extend beyond the period hereof for the performance of Services, including without limitation those concerning warranty, intellectual property, limitations of liability,



excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

11.6 If Services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, the following shall apply: Customer shall on an ongoing basis provide VadaTech Inc. access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone and data lines, and other utilities; and (iii) personnel, information and documentation as reasonably required by VadaTech. Customer shall be responsible to obtain any required permits, approvals, authorizations or the like applicable to activity hereunder at such site.

11.7 If Services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, the following shall apply: VadaTech Inc. and Customer shall each maintain the following insurance coverage throughout the time that services hereunder are performed at the Customer's site: (i) commercial general liability insurance with a combined single limit of not less than \$2,500,000 and a general aggregate limit of \$5,000,000; (ii) worker's compensation coverage in accordance with statutory limits; and (iii) employer's liability insurance with a combined single limit of not less than \$2,500,000 and a general aggregate limit of the same amount. Each shall provide to the other, within ten (10) days of a request, a certificate evidencing such coverage. No insurance coverage shall be deemed to alter any provision hereof (including limitations of liability) or create liability where none exists hereunder.

12. GENERAL PROVISIONS

12.1 These Conditions of Sale, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on VadaTech Inc. unless agreed to in writing by VadaTech's authorized representative. The terms "herein," "hereof," "hereunder," and the like shall refer to this agreement as a whole. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on VadaTech. The invalidity, in whole or part, of any sections or subsections hereof shall not affect the remainder of such section or subsection or any other section or subsection hereof.

12.2 This Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions. The provisions of the United Nations

Convention on the International Sale of Goods shall not apply to this Agreement.

12.3 VadaTech Inc. reserves the right to subcontract any of its work to one or more subcontractors.

12.4 Customer may not assign any of its rights, duties, or obligations hereunder without the prior written consent of VadaTech.

12.5 This Agreement is not intended to create any rights of enforcement on any third party (other than permitted assignees to whom the agreement is actually assigned).

12.6 Customer shall not transmit to VadaTech Inc. any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of VadaTech, which identifies such information and addresses its confidentiality.

12.7 Where Customer is within the European Union, it shall comply with its applicable national Data Protection rules compliant with EU directives relating to the disclosure, usage and storage of personal data received from VadaTech Inc. under or in connection with this Agreement. Where Customer is not within the European Union, Customer agrees that any personal data and information belonging to employees, agents, sub-contractors or directors working or acting on behalf of VadaTech Inc. and received under or in connection with this agreement, shall: (a) only be used in conjunction with this agreement; (b) shall not be passed to third parties; and (c) shall be removed from any media storage devices and otherwise destroyed immediately upon expiry, completion or cancellation of this agreement.

12.8 Customer agrees that detailed personal data regarding the Customer is being stored and processed in a central data center under the responsibility of VadaTech Inc. Intelligent Platforms, Inc., Charlottesville, in the United States of America and may therefore be transferred outside of the European Union and – if applicable – is being held jointly with other Customer data available within VadaTech Inc. or its affiliates. The data may be used for the purpose of marketing research about products and services of VadaTech, exclusively by VadaTech, its affiliates and/or its official sales channels. Information on the stored data can be obtained and consent can be withdrawn at any time – a simple notice to VadaTech Inc. is sufficient.

12.9 The following shall apply only to those transactions where VadaTech Inc. is an Asian entity, notwithstanding anything to the contrary herein:

(a) This agreement shall be governed by the laws of the State of Nevada. The venue for any dispute is Clark County Nevada.



12.10 The following shall apply only to those transactions where VadaTech Inc. is a European entity, notwithstanding anything to the contrary herein:

(a) This Agreement shall be governed by the laws of England and Wales where the selling VadaTech Inc. entity is located.

(b) The U.K. Contracts (Rights of Third Parties) Act, as amended, is hereby excluded.

(c) If Customer resides in the U.S., Customer agrees to abide by the Safe Harbor framework as established by the U.S. Department of Commerce governing the disclosure, usage and storage of personal data received from European Union-based companies.

(d) Payment shall be made in the following currency, or in other currency as set forth in VadaTech's quote: (i) American Dollars; except (ii) where VadaTech Inc. is a U.K. entity, British Pounds Sterling.

(e) The interest rate referred to in Section 4.2 shall be deemed to be: (i) seven percentage points above the European Central Bank base rate as determined on the latest previous 1 January or 1 July; except (ii) where VadaTech Inc. is a U.K. entity, eight percentage points above the Bank of England base rate established on the latest previous 31 December or 30 June.