

## WAREHOUSE AND LOGISTICS SERVICES AGREEMENT

This Warehouse and Logistics Services Agreement (the “**Agreement**”) is made by and between \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ (“**Company**”), and FBB Logistics Inc, a company established under the laws of California, with its registered office at 3217 S Garfield Ave Commerce CA 90040 (“**Provider**”), effective as of 2019-01-01 (the “**Effective Date**”). Company and Provider may be referred to collectively as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**, Company operates shops on some ecommerce platform (the “**Platform**”) for online sale, and registered users of ecommerce platform (the “**Customers**”) can purchase items sold by Company shop.

**WHEREAS**, Provider operates warehouses and provides logistics service in the service territories set forth in Exhibit B (the “**Service Territories**”). Provider has comprehensive capabilities and resources to provide the Company with warehouse and logistics services in the Service Territories.

**WHEREAS**, in order to ensure the stable, safe and efficient logistics services used by the Sellers, and enable Sellers to meet the logistics timeliness assessment requirements of the Platform, Provider design and build a software system (the “**System**”) that Company can fulfilled the orders of Platform and the Company hereby wishes to join the Cooperation Project (the “**Project**”) with Provider.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Services.** Provider agrees to perform, or cause its Affiliates to perform, the services set forth in Exhibit A (collectively, the “**Services**”). Provider shall furnish all personnel, materials, equipment, supplies and other accessories necessary to perform safely and efficiently the Services. For the avoidance of doubts, notwithstanding the Services listed in Exhibit A, the specific scope of the Service shall be subject to the further adjustment determined by the Provider and the Company. Provider further agrees to deliver Logistics Information to the Company as provided under this Agreement. Both Parties recognize the mutual exchange of value as adequate consideration to support this Agreement. For the purpose of this Agreement, “Affiliate” means any entity that controls, is controlled by, or is under the same control as that party. For purposes of the foregoing, “**control**” of an entity means having the power to direct or cause others to direct the management of a controlled entity by holding not less than fifty percent (50%) of the voting securities of such entity.

### **2. Requirements of the Cooperation Project.**

**a) Prohibited items.** The Company’s goods shall meet the Convention on the Global Prohibited and Restricted Items and the U.S Law prohibited substances

**b) Logistics Performance.** For the purpose of the Cooperation Project, the Provider shall meet the Company’s logistics performance evaluation indicators, including to the rate of the timeliness and accuracy of fulfilment, rate of the cargo loss, performance of the timeliness of collection (average timeliness from delivery to collection and scanning), etc. but for the rate of timeliness of delivery and the rate of dispute due to no-collection goods are subjected to the third party carriers (the “**Carrier**”) (for example USPS, DHL, UPS, FEDEX, et cetera) chose by Company, Provider shall be entitled to be exclusion of liability.

**c) Both parties hereby agree to the following warehouses join to the Project**

(1). 5775 JURUPA ST STE B, Ontario, CA 91761. Name as “LAX2”

(2). 640 Interchange Dr, Atlanta, GA 30336. Name as “ATL2”

(3). 17411 East Gale Ave., City Of Industry, CA 91748. Name as “LAX”

### 3. Rights and obligations of both parties

(a) For the items stipulated in this agreement, Company guarantees that it has the right of ownership or independent disposal, and is independently responsible for the legality of the circulation of the items and the quality of the items. The items shall not belong to or contain dangerous items, polluted items, prohibited items and other harmful or illegal items. If Company violates the above agreement and causes Provider's or third parties' economic interests and property losses, Company shall bear the full compensation responsibility.

(b) Provider shall not bear any compensation responsibility for any loss caused by the Company's directives on warehousing, distribution and transportation, resulting in natural wear and tear of the goods, improper packaging, shelf-life and other losses not caused by Party B's fault, and any loss caused to Party A or to the end-users of the logistics of the goods such as accepting, using and consuming the goods

(c) Provider shall not bear any compensation responsibility for any loss caused by the Company's directives on warehousing, distribution and transportation, resulting in natural wear and tear of the goods, improper packaging, shelf-life and other losses not caused by Party B's fault, and any loss caused to Party A or to the end-users of the logistics of the goods such as accepting, using and consuming the goods.

(d) Company shall pay the service fee and other payments in full and on time according to the agreement of this contract, otherwise it shall bear the corresponding responsibility for breach of contract.

(e) For the avoidance of doubt, with regards to the return of items, Provider do not guarantee the timeliness of handling.

### 4. Rates and Payment.

(a) **Rates.** Both Parties acknowledge and agree that the fees and charges regarding the Services (the "Rates") provided by the Provider to the Company as well as the specific arrangement of the Rates' payment will be negotiated and determined by the Provider and the Company. For the avoidance of doubt, the final Rates standard shall be executed according to the System instructions or notice. The Provider shall be entitled to adjustment Rates according to the market moves or cost, but must notify the Company at least 3 business days in advance.

(b) In the event of any inconsistency of Rates indicated by System and Rates schedule notified by email, the System shall prevail.

(c) **Payment.** Provider do not provide the Company payment credit, Both parties agree to accept the approved billing data/chart in the System.

(d) **Taxes.** The assumption and payment arrangement regarding all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts regarding the Services shall be otherwise covered by the Company. In no event shall Provider be required to pay any additional amount to Company in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

### 5. Data

(a) **Data Access.** In connection with the Cooperation Project, the Provider shall use the Transmission Technology or the System to enable and facilitate the delivery to the Company of logistics, inventory and product information (collectively, the "Shipment Information"), as well as product

information, inventory information, logistics information and other information of the items purchased by the other Registered Users of Company (the “Drop shipping Information”), and other data and information required by the Company from time to time in connection with the Services (such other data and information, together with the shipment Information and the Drop shipping Information, collectively, the “Logistics Information”) for the purpose of processing, providing, and displaying such information on the System to the customers of Company.

**(b) Account and Security.** The Company shall open an user account on the System and designate specific personnel to communicate with the Provider regarding the Data Access, as well as keep the password or access token in a safe environment and both parties must comply with the requirement of U.S data security rules.

## **6. Cost.**

Unless otherwise agreed in writing by the Parties, each Party shall be solely responsible for obtaining, at its own expense, all labor, materials and services (such as hardware, Internet connections and communications) necessary to perform its obligations in connection with this Agreement.

## **7. Other Obligations**

Both Parties shall be honest to each other. The Provider hereby promises and agrees that in the process of providing Services to the Service Demanders, the Provider shall abide by the principles of honesty and trustworthiness, abide by laws and regulations, ensure the Service quality, improve Service quality, and provide high quality Services to the Service Demanders. The Company hereby promises and agrees that shall not deliberately concealed the information, including but not limited item defects, dangerous packing or other illegal act, may harms the interests of providers or third party.

## **8. Representations and Warranties.**

**(a)** Each of Company and Provider represents and warrants to each other that: (i) it has all requisite right, power and authority to enter into this Agreement, grant the rights granted herein, and fully perform its obligations hereunder without violating any applicable laws or regulations or the rights of any third party; (ii) the terms of this Agreement will not violate any other agreement or instrument to which it is a party, as well as the execution and implementation of the terms of this Agreement will not require the consent or authorization of any third party; (iii) this Agreement is valid and legally binding on it.

## **8. Confidential Information.**

All non-public or proprietary information of each Party ("**Confidential Information**") disclosed or made available by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether verbally or in written, electronic, or other form or media, whether before or after the date hereof and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, is solely for the Receiving Party's performance of the obligations herein, and may not be disclosed or made available to any third party or copied unless authorized by the Disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) the Receiving Party establishes by documentary evidence, was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to injunctive relief for any violation of this Clause.

Confidential Information may include, without limitation, any trade secrets, technical data, designs,

patterns, formula, process, methods, computer program, source code, object code, or other computer programming code, manuals, product specifications, or plans for new, revised, enhanced, modified or existing products; operational and functional features and limitations of the software or other products; any business, marketing, financial, pricing or other sales-related data; information regarding the present or future business products of the parties; information regarding operations, employees and vendors including contact information, organizational charts, information skill sets, technical and business knowledge, procedures, and compensation; and any information concerning the particular needs of Company's Customers and their buying patterns, price sensitivities, key decision makers (and the contact information for such individuals), product needs, product specifications, requests for proposals and the responses thereto, and any other proprietary information and know-how. It is also agreed between the Parties that the engagement of Provider to provide the Services, the existence of, and the terms in, this Agreement shall be treated as Confidential Information and kept confidential. This Clause 8 shall survive the termination or expiration of the Agreement.

## **9. Relationship of Parties.**

Provider's relationship with Company is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

**10. Publicity.** Provider will not issue any press release or make any other public communication with respect to this Agreement or the relationship between the Parties. Provider will not use any logo, name, mark or brand of Company or its Affiliates, claim Company or its Affiliates as its client, or make any similar statements.

## **11. Term and Termination.**

**(a) Term.** The initial term of this Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year (the "**Initial Term**"). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for additional one-year period (the "**Extended Term**", together with the Initial Term as the "**Term**") unless either Party gives the other Party written notice of its intent not to renew at least 30 days prior to the renewal date.

**(b) Early Termination.** Notwithstanding Clause 11(a) above, Provider may terminate this Agreement at any time for any reason or no reason without penalty or liability by providing at least thirty (30) days' prior written notice of termination to Provider.

**(c) Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. For the avoidance of doubt, if the Provider breach this Agreement, the Company shall be entitled to unilaterally terminate this Agreement in accordance with the provisions of this Agreement.

**(d) Effect of Termination.** The expiration or termination of this Agreement shall not discharge any Party from any obligations arising prior to expiration or termination. The expiration or termination of this Agreement shall not absolve any party from liability arising prior to expiration or termination.

**(e) Termination Assistance.** Provider will cooperate with Company and use its best efforts to ensure an orderly transition upon expiration or termination. Upon expiration or termination of this Agreement

for any reason, Provider shall promptly: (i) return to Company all Company-owned goods in its possession or control; (ii) provide reasonable cooperation and assistance to Company upon Company's written request removing and transporting the goods of the Company stored in the Provider's warehouse to the alternative service provider's warehouse; (iii) permanently delete all of Company's Confidential Information from its computer systems; and (iv) certify in writing to Company that it has complied with the requirements of this Clause 11(e). Company agrees to bear the reasonable costs associated with the transfer of goods to the location within the Provider's warehouse or to the outdoor carpark. The Parties agree Provider's performance of all terms, conditions, and covenant contained herein only upon the outstanding invoices incurred prior to the termination be paid. Provider retain any lien, right, title, interest and claim on the goods with respect to which Services are or have been performed under this Agreement. For the avoidance of doubt, the Provider hereby acknowledges and agrees that, during the Term of this Agreement, if Company terminates its agreement with the Provider, upon Provider shall provide reasonable cooperation and assistance to the Company to transition the Services to an alternate service provider.

## **12. Force Majeure.**

A Party shall not be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from events beyond its reasonable control ("Force Majeure Event(s)"), which may include: (a) acts of God; (b) war, invasion, hostilities, terrorist threats or acts, or riot; (c) government order, law, or action; (d) embargoes or blockades; (e) pandemic and epidemic; and (f) national or regional emergency.

The Impacted Party shall give notice within 3 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15 days following written notice given by it under this Clause 13, the other Party may thereafter terminate this Agreement immediately upon written notice, subject to the provisions of Clause 11(c) and 11(d).

## **13. Governing Law and Jurisdiction.**

This Agreement shall be governed by and interpreted in all respects in accordance with the substantive laws of the State of California, without regard to its choice of law provisions. Provider agrees that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the United States District Court for the Central District of California (C.D.Cal.). Each Party hereby irrevocably consents to such venue and to the exclusive jurisdiction of any such court over any such dispute. The Parties expressly waive and forego any right to trial by jury.

## **14. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties with respect to its subject matter, may not be changed except by an instrument in writing signed by both Parties, and supersedes any and all prior agreements between the Parties.

## **15. No Waiver.**

No waiver by either Party of one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character. No waiver shall be effective unless it is in writing and signed by the waiving Party.

## **16. Construction.**

The appendices, schedules and exhibits referred to herein are attached hereto and incorporated herein by

this reference, and unless the context expressly requires otherwise, the appendices, schedules and exhibits are incorporated in the definition of "Agreement." The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any capitalized terms used in any exhibit, appendix or schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

#### **17. Severability.**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable this Agreement in any other situation or jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to give effect to the original intent of the parties as closely as possible so that the transactions contemplated hereby will be consummated as originally contemplated to the greatest extent possible.

#### **18. Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties, or obligations granted or imposed upon it under this Agreement; provided, however, that Company shall have the right to assign this Agreement to an Affiliate. Any purported assignment in violation of this Clause 19 shall be void.

#### **19. Amendments.**

No amendment to or modification of this Agreement is effective unless it is in writing, and signed by an authorized representative of each party.

#### **20. Counterparts and Execution.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but the one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be signed by each party in turn by scanning and sending via email.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date below written.

*[Signature Page follows]*

FBB Logistics Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name:

Name: Lunsen

Title:

Title: COO

Date:

Date:

Email:

Email: [dalice@xffbb.com](mailto:dalice@xffbb.com)

[*Signature Page*]

## EXHIBIT A

### SERVICES

**1. Provision of Collection and Receiving Services**

Provider shall provide pick-up, collection, receiving and related services for the undelivered goods.

**2. Provision of Storage and Related Services**

Provider shall provide warehousing, storage, handling, stock-taking, sorting, unpackaging and related services for the goods collected or received from time to time. Provider shall provide the services in its facility located at one or more locations which shall be clearly indicated in the system.

Provider will notify Company of any proposed change to the location of warehouse facilities at least 30 days in advance and obtain Company's prior written approval, and Provider shall ensure that there will be no suspension of, or impact on, the Services and the Cooperation Project. Provider will bear all the costs, fees and expenses associated with the facility location change.

**3. Provision of Delivery Services**

Provider shall provide packaging, re-packaging, delivery, release, disposal, logistics tracking, status management and related services for the goods collected or received from time to time according to Service Demander's instructions.

**4. Others**

Provider shall ensure that it has title to use any materials, facilities, consumables or equipment located in the warehouse.

If there is a significant fluctuation in the quality of Service and any negative impact on the Cooperation Project, Provider needs to communicate with Company and the Service Demander in a timely manner.

**EXHIBIT B**

**Service Territories**

*[The United States Of America continental and islands]*

## EXHIBIT C

### MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT (this “*Agreement*”) is made effective as of \_\_\_\_\_ (the “*Effective Date*”), by and between [\_\_\_\_\_] a company incorporated under the law of \_\_\_\_\_, and FBB Logistics Inc., a limited liability company incorporated under the law of California, for the purpose of assuring the protection and preservation of the confidential and/or proprietary nature of information to be made available by each party to the other in connection with discussions or negotiations between the parties regarding a potential business relationship (a “*Business Relationship*”).

**6. Confidential Information.** Subject to the limitations set forth in Section 7, all information disclosed by or on behalf of a party (including by any of such party’s Representatives) (the “*Disclosing Party*”) to the other party (including any of the other party’s Representatives) (the “*Receiving Party*”), whether in oral, written, graphic, electronic or other form, shall be deemed to be “*Confidential Information*” of the Disclosing Party. In particular, Confidential Information may include, without limitation, trade secrets, know-how, inventions, ideas, discoveries, developments, designs, techniques, tangible and intangible information, procedures and formulations for producing any materials, products, processes, drawings, improvements, formulas, equations, methods, developmental or experimental work, research or clinical data, instruments, devices, computer software and hardware, and information regarding research, development, current and proposed products and services, marketing and selling, business plans, business methods, budgets, finances, licensing, collaboration and development arrangements, prices and costs, buying habits and practices, contact and mailing lists and databases, vendors, customers and clients, and potential business opportunities. For purposes of this Agreement, the “*Representatives*” of a party shall mean the officers, directors, partners, investment committee members, employees, consultants or agents, including legal counsel, of such party and its affiliates. “*Affiliates*” of a party shall mean any entity that controls, is controlled by, or is under common control with such party through equity ownership or contractual arrangement.

**7. Exceptions.** Confidential Information of a Disclosing Party shall not include information that: (a) is now, or hereafter becomes, through no breach of this Agreement by the Receiving Party, generally known or available; (b) is known by the Receiving Party at the time of receiving such information from the Disclosing Party; (c) is hereafter disclosed to the Receiving Party by a third party, without restriction on such disclosure known to the Receiving Party; or (d) is hereafter independently developed by the Receiving Party without reference to or reliance upon Confidential Information and without any breach of this Agreement.

**8. Non-Disclosure and Non-Use Obligations.** The Receiving Party shall maintain all Confidential Information in trust and confidence and shall not disclose any Confidential Information to any third party. The Receiving Party may use Confidential Information solely to evaluate the Receiving Party’s interest in pursuing a Business Relationship (the “*Authorized Purpose*”), and for no other purpose. The Receiving Party shall not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, any applicable export control laws. The Receiving Party shall only permit access to Confidential Information to those of the Receiving Party’s Representatives who (a) have a need to know such information for the Authorized Purpose, (b) have been advised by the Receiving Party of the Receiving Party’s obligations under this Agreement, and (c) are contractually or legally bound by obligations of non-disclosure and non-use at least as stringent as those contained herein. The failure of any Representative of the Receiving Party to comply with the terms and conditions of this Agreement shall be considered a breach of this Agreement by the Receiving Party. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss, unauthorized disclosure or unauthorized use of, or any inability to account for, any Confidential Information. Without the prior written consent of the other Party, neither Party shall, and will direct its Representatives not to, disclose to any person or entity (save for its Representatives, having a need to know) the fact that discussions or negotiations may take place or are taking place concerning a Business Relationship between the Parties or any of the terms, conditions or other facts with respect to such Business Relationship, including the status thereof.

**9. Authorized Disclosure.** Notwithstanding the provisions of Section 8, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body of competent jurisdiction or is otherwise required by law or regulation, *provided* that to the extent practicable, the Receiving Party shall give reasonable prior written notice to the Disclosing Party of such required disclosure and, at the Disclosing Party's request and expense, shall cooperate with the Disclosing Party's efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law or regulation required, and/or to obtain other confidential treatment of such Confidential Information.

**10. Copies.** Confidential Information shall not be reproduced by the Receiving Party in any form except to advance or accomplish the intent of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party. All Confidential Information (including all copies thereof) shall at all times remain the property of the Disclosing Party. Upon the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party or destroy (and certify in writing the destruction of) all Confidential Information (including all copies, records and other embodiments thereof, in any medium) in the Receiving Party's possession; *provided, however*, that the Receiving Party may retain a single hard copy of the Confidential Information in the Receiving Party's secure archives for the sole purpose of monitoring compliance with its continuing obligations hereunder.

**11. No License.** The Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting, expressly or by implication, to the Receiving Party any right or license to any inventions, patent rights, copyrights, trademarks or other intellectual property rights of the Disclosing Party. Nothing in this Agreement grants the Receiving Party the right to retain, distribute or commercialize any Confidential Information, or to use it in any manner other than as expressly permitted by Section 8. Nothing in this Agreement shall impose any obligation upon either party to negotiate or consummate a Business Relationship or any other transaction with the other party, to continue discussions with the other party, or to prevent either party from pursuing similar discussions, negotiations and business relationships with third parties.

**12. No Warranties.** The Confidential Information is provided "as is." THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Without limiting the generality of the foregoing, the Disclosing Party makes no warranty as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor any of the Disclosing Party's Representatives shall have any liability to the Receiving Party or any of the Receiving Party's Representatives resulting from the Receiving Party's or its Representatives' receipt or use of Confidential Information.

**13. Term.** The term of this Agreement will begin on the Effective Date and expire on the second anniversary of the Effective Date. Either party may terminate this Agreement prior to its expiration upon 30 days' prior written notice to the other party. The parties' respective confidentiality obligations hereunder shall survive expiration or any termination of this Agreement and continue for a period of two (2) years from the date of such expiration or termination.

**14. Entire Agreement.** This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter. This Agreement may not be amended except by a writing signed by both parties hereto.

**15. Non-Waiver.** The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Agreement. No waiver by a party of a particular provision, right or remedy shall be effective unless in writing and signed by such party.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The courts in California, California will

have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

**17. Injunctive Relief.** Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by such party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information of the other party without the prior express written consent of the other party, the other party would suffer an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the other party for such injury. Accordingly, each party agrees that the other party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the other party may have for a breach of this Agreement.

**18. Severability.** If any provision of this Agreement is found by a court or other governmental authority of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

**19. Successors and Assigns.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

**20. Notice.** Any notice permitted or required to be given under this Agreement shall be in email. Notice shall be deemed sufficiently given for all purposes upon the earliest automatically-generated confirmation notice of email transmission.

**21. Interpretation.** The headings preceding the text of the sections of this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction. This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the parties regarding this Agreement shall be in the English language.

**22. Counterparts.** This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.