ZULU PODS

ZULU PODS MANUFACTURING STANDARD TERMS AND CONDITIONS

This document sets forth the Standard Terms and Conditions for Zulu Pods Manufacturing and Services that shall govern the Purchase Order and Agreement between Zulu Pods and its Customer, hereinafter referred to as "Party B."

I. INTELLECTUAL PROPERTY (IP)

a. **Ownership of Pre-Existing IP.** Each party shall retain all right, title, and interest in and to any pre-existing intellectual property ("Background IP") that it owned or licensed prior to the commencement of this Agreement.

b. **Ownership of Newly Created IP.** All intellectual property created or developed by Zulu Pods during the performance of this Agreement, including inventions, improvements, literary property, ideas, and discoveries ("Work Product"), shall be owned exclusively by Zulu Pods. Party B shall have no personal interest in such Work Product. Party B shall, upon request and without additional compensation, assign to Zulu Pods the entire rights to such Work Product and sign all necessary papers to carry out the foregoing. This shall apply to Work Product related to Zulu Pods' business, created on Zulu Pods' time or with the use of its facilities or materials, or as part of its performance under this Purchase Order. Party B agrees not to assert any rights to any Work Product as having been made or acquired by it prior to the date of this contract, except for Work Product disclosed to and acknowledged by Zulu Pods in writing.

c. **Confidentiality.** Each party agrees to maintain the confidentiality of all confidential information disclosed by the other party. Confidential information includes technical data, trade secrets, business plans, and customer lists. Any pre-existing confidential agreements between the Parties shall remain in effect. Zulu Pods will keep confidential any technical, process, economic, or other information derived from drawings, modeling, specifications, and other data furnished by the customer and will not divulge or use such information for the benefit of any other party without the customer's prior written consent. Likewise, Party B agrees to keep confidential any information related to Zulu Pods' manufacturing processes, pricing, or other proprietary business information and will not use or disclose such

information without Zulu Pods' prior written consent.

d. **Infringement Indemnification.** Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any allegation that the indemnifying party's Background IP or any use thereof infringes or misappropriates any third-party intellectual property rights.

II. WARRANTIES AND LIABILITIES

a. **Warranties.** Zulu Pods warrants that the goods provided under this Agreement will be free from defects in workmanship and materials, and will be manufactured in strict accordance with the specifications, samples, drawings, or other requirements explicitly approved or adopted by Party B in writing. All services will be performed in a professional and workmanlike manner acceptable in the industry. This warranty is valid only if the goods are used as intended and in accordance with any provided instructions or documentation.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ZULU PODS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. **Product Liability and Recall.** Zulu Pods shall be responsible for product liability claims or product recalls solely to the extent such claims or recalls arise directly and exclusively from Zulu Pods' gross negligence, willful misconduct, or failure to manufacture the Products in strict accordance with Party B's approved specifications. Party B shall be solely responsible for any product liability claims or recalls arising out of or relating to the design, specifications, labeling, or intended end-use of the Products. In the event of a product recall caused solely by Zulu Pods' breach of its express manufacturing warranty herein, Zulu Pods shall, at its sole

option and expense, repair or replace the defective Products. In all other recall instances, Party B shall bear all costs and liabilities associated with the recall.

c. **Counterfeit Products.** Zulu Pods ensures all delivered goods are genuine and sourced from authorized channels, free from false labeling or alterations. Zulu Pods has the obligation to verify authenticity through documentation, including providing certificates of authenticity upon request from Party B. Zulu Pods will be held liable for all costs associated with the removal and replacement of counterfeit items.

d. **Limitations of Liability.** Zulu Pods' aggregate liability arising from or relating to this agreement is limited to the amount paid by the customer for the goods and/or services. To the maximum extent allowable under applicable law, Zulu Pods shall not be liable under this agreement for any special, incidental, consequential, indirect, or punitive damages, including, without limitation, lost revenues, even if Zulu Pods has been advised of the possibility of such damages.

e. **Indemnification.** Each party shall indemnify and hold the other harmless from and against any and all claims, damages, losses, liabilities, and expenses arising out of or in connection with any breach of this Agreement by such party. Party B shall also indemnify and hold Zulu Pods harmless from and against any third-party claims, demands, litigation, or proceedings arising out of or in any way connected with the customer's designs, specifications, or failure to perform its obligations. Party B shall pay or reimburse Zulu Pods for all costs and expenses, including attorneys' fees, incurred in connection with any such claim.

III. TERMINATION

a. **Termination for Cause.** Either party may terminate this Agreement for cause upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receipt of notice.

b. **Termination for Convenience.** Either party may terminate this Agreement for convenience at any time upon 30 days' prior written notice to the other party.

c. **Termination for Changes in Government Regulations or Priorities.** In the event

of any change in applicable laws, regulations, or government priorities that materially affects either Parties' ability to perform its obligations under this Agreement, either party may terminate this Agreement upon written notice to the other party.

d. **Effects of Termination.** Upon termination of this Agreement for any reason, all outstanding payments for goods delivered and services fully rendered shall become immediately due and payable. In the event of a Termination for Convenience by Party B, Party B shall also promptly reimburse Zulu Pods for all documented, unavoidable costs incurred prior to the date of termination, including custom raw materials, non-cancelable component orders, and work-in-progress. Each party shall return or destroy all confidential information of the other party in its possession or control.

IV. **INSURANCE.** Both Parties shall maintain, at its own expense, insurance coverage in amounts and types reasonably sufficient to protect both Parties from risks arising out of or relating to the performance of this Agreement, including but not limited to products liability insurance, general liability insurance, and workers' compensation insurance.

V. **TAXES.** All applicable taxes arising out of transactions contemplated by this Order, including sales and use taxes, will be borne by Party B, except as otherwise specified in writing by the parties. Zulu Pods shall invoice and collect, and Party B shall pay, all applicable sales and use taxes unless Party B provides Zulu Pods with a valid, official tax exemption certificate acceptable to the relevant taxing authorities prior to the shipment of goods.

VI. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

VII. **DISPUTE RESOLUTION.** Disputes arising under this Agreement will be resolved by the parties through good faith negotiations. Any dispute not resolved will be submitted for binding arbitration before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in the State of Florida or another mutually agreed

location. Arbitration is the exclusive remedy for disputes arising under this Agreement, and the parties waive their rights to bring a lawsuit. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded.

VIII. FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, lockouts, or other labor disputes.

IX. EXPORT CONTROLS.

a. Both Parties acknowledge that the performance of this Agreement may be subject to export control laws and regulations. Each party agrees to comply with all applicable export control laws and regulations and shall obtain any necessary export licenses or authorizations prior to exporting any technical data or other controlled items.

b. The Parties acknowledge and agree that information shared between the Parties under this Agreement may contain "Technical Data" as defined by the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) or locally applicable export control laws or regulations. Technical Data may only be transferred to U.S. Persons (defined in Part 120 of the ITAR and various parts of the EAR) unless prior authorization is granted by the U.S. Department of Commerce or the U.S. Department of State. The Parties hereby covenant and agree not to export or re-export, directly or indirectly, any Technical Data mentioned above, including any goods, process or services derived from such Technical Data, to any destination to which such export or re-export is restricted or prohibited by U.S. or locally applicable law or regulations, without first obtaining, at its own expense, all prior authorizations, licenses, clearances and permits from the U.S. Department of Commerce, the U.S. Department of State and/or other applicable government authorities to the extent required by those laws or regulations.

X. ENTIRE AGREEMENT. This document, with any documents expressly incorporated by reference, is intended by the parties as a final expression of their agreement and is a

complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement.