

AETHERA[®] TECHNOLOGIES LIMITED TERMS AND CONDITIONS

1. CONDITIONS OF SALE

1.1 Aethera[®] Technologies Limited's ("**AETHERA[®]**") offer of products and/or services to the buyer ("Buyer") as specified in the quotation issued by AETHERA[™], including such modifications or additions that may have been accepted by Aethera[®] in writing pursuant to an order acknowledgment (collectively, the "Quotation"), is subject to the terms and conditions stated herein (the "Terms"). Upon Buyer's acceptance of the Quotation in writing (including via email or other electronic means), the Buyer shall also be deemed to have accepted these Terms and the Quotation and Terms shall together constitute a purchase agreement between the Buyer and AETHERA[®] (the "Purchase Agreement").

1.2 Except as expressly stated otherwise herein, the Purchase Agreement shall constitute the full only contract between the Buyer and AETHERA[®] (collectively the "Parties" or individually each a "Party") for the purchase and sale of the products and/or services covered thereby. No revision, alternation, waiver or addition to the Purchase Agreement or the terms or conditions of any other agreement, purchase order, Buyer conditions or other Party representation or commitment (whether in writing or verbal) shall be valid or binding upon the Parties unless specified in writing as explicitly taking precedence over the Purchase Agreement and signed by an officer of AETHERA[®]. Without limitation, this Purchase Agreement supersedes and cancels all prior or contemporaneous agreements, understandings, representations, or other arrangements, whether verbal or written, expressed or implied, with respect to the subject matter of the Purchase Agreement.

2. VALIDITY

2.1 The Quotation is valid for 30 days from the date of the Quotation, unless stated otherwise in the Quotation. If the Buyer fails to accept the Quotation within this timeframe, the Quotation automatically expires, and the Purchase Agreement is not formed.

3. PRICE

3.1 The base Price of the products and/or services is as set out in the Quotation (the "Price"). The currency of the Price is as set out in Quotation. If the Quotation is silent on currency, the Price shall be deemed in United States Dollars (USD). Unless otherwise set out in the Quotation, the Prices are exclusive of all duties, taxes, insurance, and freight charges.

4. ERRORS

4.1 Stenographic and clerical errors are subject to correction. Unit prices will govern in the event of an error in price extensions.

5. TAXES

5.1 Unless otherwise stated in the Quotation, the Price does not include any value added tax (VAT), goods and services tax (GST), sales tax, occupation tax, use tax, import duty or tax and/or any other charge or fee an authority claiming jurisdiction may assess or levy in relation to the Purchase Agreement or products, services and/or transactions resulting from this Purchase Agreement (collectively "Taxes").

5.2 It is understood and agreed that in addition to payment of the Price, the Buyer shall reimburse AETHERA® the amount of any Taxes which may be assessed against and become payable by AETHERA®. AETHERA® will endeavor to provide Buyer on a timely basis with invoices for any such Taxes.

5.3 Buyer is responsible for all Taxes that may be assessed against Buyer.

6. COMPLIANCE WITH LAWS

6.1 Unless otherwise specified in the Quotation or herein, the Buyer shall, at its own cost and expense, comply with and conform to all applicable laws, ordinances, regulations, and legislation in any way relating to the purchase, receipt, installation, testing, possession, use, operation, maintenance, servicing, transportation, exportation and importation or storage of the products/services, as applicable, set out in the Quotation. Without limitation, the Buyer shall comply, at its own cost and expense, with all export control and anti-corruption laws.

7. RESPONSIBILITIES FOR SHIPMENT

7.1 Unless specified by the Buyer, AETHERA® will select the carrier to ship the products under the Purchase Agreement. Subject to Buyer's compliance with payment terms, shipping shall occur by or on dates agreed upon between the Parties. Buyer shall pay all shipping, insurance costs and collect on delivery charges (collectively "Shipping Costs"), unless otherwise provided for in the Quotation. In the event AETHERA® agrees to pay any Shipping Costs on behalf of Buyer, which AETHERA® has no obligation to do, Buyer shall reimburse AETHERA® for such Shipping Costs upon AETHERA® delivering an invoice for same.

7.2 Buyer shall have full responsibility to file any necessary claims with the carrier for shipment. If any products are lost or damaged in shipment, it shall be the Buyer's responsibility to file any necessary claims with the carrier and AETHERA™ bears no responsibility or liability for damage or loss during shipment.

8. PAYMENT TERMS

8.1 Unless otherwise stated in the Quotation, Buyer shall pay the Price set out in the Quotation together with any Taxes and Shipping Fees then incurred by AETHERA® within five (5) business days of Buyer's acceptance of the Quotation and of Buyer being provided with an invoice for same. AETHERA® will not ship any products to Buyer until receipt of Price payment. Any subsequently incurred Taxes or Shipping Fees by AETHERA® or payments which may be due on a later date in accordance with the Quotation shall become due and payable by Buyer to AETHERA® within five (5) business days of Buyer being provided with an invoice for same.

8.2 If any payment is not provided within five (5) business days upon being due, the following terms shall apply, without any penalty or liability to AETHERA® for the consequences thereof:

- a) the shipment date for any product shipment from AETHERA® not already shipped will be delayed by the number of days in which the payment has been delayed from Buyer; and
- b) Any services or warranty terms provided by AETHERA® (including AETHERA®'s limited product warranty at Schedule "A") shall be suspended until the payment is made (without extending the term of any such warranty).

8.3 Without limiting Section 8.2, any payment outstanding for 30 days are subject to an interest charge of one percent (1%) per month.

8.4 All payments are to be made in one of the following ways:

a) Certified cheque, delivered to AETHERA®'s address listed in Section 13.

b) CAD electronic fund transfer to:

Beneficiary Bank Name	CIBC
SWIFT Code/BIC	CIBCCATT
Canadian Clearing Code	CC0010 00003
Beneficiary Bank Address	CIBC 1809 Barrington Street b106, Halifax, Nova Scotia, B3J 3A3
Beneficiary Institution Number	010
Beneficiary Transit Number	00003
Beneficiary Account Number	000037137311
Beneficiary Account Name	AETHERA® TECHNOLOGIES LIMITED

c) USD wire transfer to:

Beneficiary Bank Name	CIBC
SWIFT Code/BIC	CIBCCATT
Canadian Clearing Code	CC0010 00003
Beneficiary Bank Address	CIBC 1809 Barrington Street b106, Halifax, Nova Scotia, B3J 3A3
Beneficiary Account Number	000030344710
Beneficiary Account Name	AETHERA® TECHNOLOGIES LIMITED

If sending a wire transfer from the U.S., the following information may also be required:

Pay by CHIPS to: Wells Fargo Bank, N.A., New York, NY, USA

BIC: PNBPU33NNYC

CHIPS: 0509

CIBC's CHIPS UID: 015035

Pay by FEDWIRE to: Wells Fargo Bank, N.A., New York, NY, USA

BIC: PNBPU33NNYC

ABA or Routing Number: 026005092

9. CANCELLATION

9.1 Notwithstanding anything else herein, AETHERA® may terminate this Purchase Agreement without any notice, liability to Buyer if (a) Buyer fails to make any payment to AETHERA® within thirty (30) days of becoming due or (b) a Force Majeure Event prevents the Purchase Agreement from being completed within ninety (90) days. Such cancellation shall not relieve the Buyer of obligation to pay for any products shipped or services rendered to date of cancellation and, in the case of cancellation due to Buyer

non-payment, Buyer shall further reimburse AETHERA® for any incurred associated with: (i) closing out or completing rentals, leases, and retainers, (ii) completing, returning, or paying off equipment purchases, (ii) pre-arranged travel and per diem, or (iv) consulting and subcontracting agreements. Further, upon cancellation, each Party must return any materials or copies of Proprietary Information owned by such Party.

9.2 The Purchase Agreement is non-cancellable by Buyer.

10. CHANGES

10.1 Changes within the general scope of any one of the following: applicable drawings, designs, requirements or specification, method of shipment or packing and place or time of delivery; on which any Purchase Agreement is based will not be accepted unless requested in writing and such changes agreed to by AETHERA® in writing. To the extent such change causes an increase in the cost of, or time required for performance of this order, an appropriate equitable adjustment shall be made. AETHERA® has no obligation to accept or agree to any such changes.

11. FORCE MAJEURE

11.1 “Force Majeure Event” means any of the events or circumstances described below in this Section 11.1 that are beyond the control of an affected Party and which prevents the performance of any of the affected Party’s obligations under the Purchase Agreement after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy the impact of the event:

- a) Earthquakes, hurricanes, fires, storms, tidal waves, floods or other physical natural disasters;
- b) Acts of war (whether declared or undeclared), terrorism, riot, civil war, blockade, insurrection or civil disturbances;
- c) A pandemic at a national, international or global level;
- d) Acts of a governmental entity, agency or other local authority that prevent or make unlawful a Party’s performance under this PO; and
- e) Strikes or labor disputes at the national level.

11.2 Notwithstanding Section 11.1, the Parties confirm that Force Majeure Events do not include any of the following events or circumstances:

- a) The mere shortage of or inability to obtain labor, equipment, materials or transportation which is not itself caused by a Force Majeure Event;
- b) The insolvency or change in economic circumstances of the affected Party; or
- c) Change in market conditions.

11.3 Except to the extent set out in Section 8, neither Buyer or AETHERA® is liable for any delay in performing or failure to perform its obligations under any Purchase Agreement (excluding indemnification obligations and the obligation to pay undisputed invoices) if and to the extent that the delay or failure is caused by a Force Majeure Event. The Buyer or AETHERA® is excused from its performance obligations that are prevented by a Force Majeure Event for as long as the Force Majeure Event continues.

11.4 If the Buyer or AETHERA® seeks relief from its obligations to perform under the Purchase Agreement as result of a "Force Majeure Event", it shall:

- a) Give notice within ten (10) business days of the occurrence to the other Party, which must include all the following information:
 - (i) The event that the Party considers constitutes a Force Majeure Event and its likely effect on the performance of obligations under this Purchase Agreement;
 - (ii) A good faith estimate of the duration of the Force Majeure Event; and
 - (iii) The actions being taken (or proposed to be taken) to satisfy Section 11.4(b) below;
- (b) Make all reasonable efforts, including expenditure of money, to overcome the Force Majeure Event and to mitigate its effects;
- (c) If the Force Majeure Event continues, give periodic notices in accordance with Section 11.4(a) above as reasonably requested by the other Party; and
- (d) Give the other Party notice of the conclusion of the Force Majeure Event and resume performance as soon as reasonably possible after its conclusion.

12. LIABILITY AND INDEMNITY

12.1 Buyer will defend, indemnify and hold harmless AETHERA® and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "AETHERA® Indemnified Parties") from and against any and all claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including reasonable legal fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, damages, injury to or death of persons, or adverse effects on wildlife or the environment (collectively, "Liabilities") that arise from the Buyer's (or its agents' or contractors') (a) breach of this Purchase Agreement, (b) violation of any applicable law, (c) recklessness or willful misconduct, (d) negligence, (e) use or operation of products, or (f) improper repair or maintenance of the products, except to the extent that such Liabilities are caused by the negligence or willful misconduct of AETHERA®.

12.2 AETHERA® shall indemnify, defend and hold harmless the Buyer, and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Buyer Indemnified Parties") against any losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines and the costs of enforcing any right to indemnification, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, the "Losses") relating to, arising out of, or resulting from, any claim of a third party or the Buyer arising out of or occurring in connection with the AETHERA®'s willful misconduct or breach of this Agreement.

12.3 Notwithstanding the foregoing:

- a) AETHERA® shall not be liable to the Buyer, or to any other person, firm or corporation, for any direct, indirect, or consequential damages or injury of any kind or character. Additionally, AETHERA® shall not be liable for any damage or personal injury resulting from faulty workmanship or defects in any equipment supplied to AETHERA® by any other party and incorporated into the goods supplied by AETHERA® pursuant to this Purchase Agreement.
- b) AETHERA® expressly agrees that Buyer shall in no event be liable to AETHERA® for any special, indirect, exemplary, punitive, or consequential damages associated or in relation to this Purchase Agreement or any services performed hereunder, unless otherwise specified herein.
- c) In no event shall AETHERA®'s total liability hereunder for any damages, claims, liabilities, or actions, however characterized, exceed the Price actually paid by Buyer.

12.4 In the event the indemnification obligations under this Purchase Agreement are properly engaged by any Liability or Loss, as the case may be, AETHERA® and/or Buyer shall promptly notify the other Party and the Party seeking indemnification shall provide the Party providing indemnification with authority to settle or defend the Liability or Loss and/or to take charge of any litigation in connection therewith and shall otherwise reasonably cooperate with the indemnifying Party.

13. NOTICE

13.1 Any notice or demand or other communication required or permitted to be given to AETHERA® under this Purchase Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and hand delivered, delivered by a recognized courier service, deposited with the Postal Service as first-class certified mail, postage prepaid and return receipt requested, or delivered by email, with return receipt requested, to AETHERA® at the following address:

AETHERA® Technologies Limited
Attn: Sales Department
63 Crane Lake Drive
Halifax, NS B3S 1B5
Canada
Email: sales@aethera.com

13.2 Any notice or demand or other communication required or permitted to be given to Buyer under this Purchase Agreement may be delivered by the communication mode and address (email or physical) which Buyer was provided in the Quotation.

14. PROPRIETARY RIGHTS

14.1 "Intellectual Property Rights" means all rights comprising or relating to: (a) patents; (b) trade-marks; (c) internet domain names, whether or not trade-marks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and uniform resource locators (URLs); (d) works of authorship, expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets, confidential information or know-how; and (f) any other industrial designs, design rights, inventions (whether patentable or not), unpublished patent applications, inventive ideas,

discoveries, innovations, developments, or improvements thereto, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the laws of any jurisdiction in any part of the world.

14.2 All Intellectual Property Rights of AETHERA® prior to entering into this Purchase Agreement, including any such Intellectual Property Rights in products sold to Buyer or used in services provided to Buyer, remain the sole property of AETHERA®. Without limitation, Buyer shall have no right to reproduce or copy any products provided under this Purchase Agreement and shall not hold itself out as manufacturer of those products.

14.3 AETHERA® shall also have all Intellectual Property Rights resulting from the performance of this Purchase Agreement (“Developed IP”). The right, title and interest in or in relation to all such Developed IP shall vest on their creation to AETHERA®.

14.4 Unless otherwise agreed, Buyer does not transfer any of its Intellectual Property Rights to AETHERA®.

15. CONFIDENTIALITY

15.1 Unless otherwise expressly stated, the content of this Purchase Agreement shall be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

15.2 Each Party shall protect property to which a Party has Intellectual Property Rights and other Party confidential information (collectively, “Proprietary Information”) received from the other Party with the same degree of care that it exercises with respect to its own Proprietary Information and shall disclose such Proprietary Information only to those of its employees, partners, professional advisors and/or subcontractors who have a “need to know” regarding the execution of Purchase Agreement. Each Party shall take reasonable measures to ensure that those employees, partners, and professionals who are made aware of the other Party’s Proprietary Information comply with the confidentiality obligations set out herein.

15.3 If either Party uses any subcontractors in the performance of this Purchase Agreement, then they shall require such subcontractors to be subject to a written obligation of confidentiality to the same extent of its obligations under the Purchase Agreement.

15.4 The receiving Party undertakes to keep Proprietary Information confidential and not to disclose such in whole or in part to a third party without written permission from the disclosing Party. In the event of permission being granted disclosure shall only be made to a third party which issues a written acceptance of the terms concerning Proprietary Information as established in this Purchase Agreement.

15.5 The duty of confidentiality does not apply to information which the receiving Party can prove:

- a) is generally known to the public at the time of disclosure by the disclosing Party or later becomes so generally known without the fault of the receiving Party;
- b) is independently developed by the receiving Party;

- c) is approved for release or use by the other Party's prior authorization in writing; or
- d) is compelled to be disclosed by law, but only to the minimum extent required by law.

15.6 Notwithstanding anything else in this Purchase Agreement, this Purchase Agreement is in addition to, and does not replace, any non-disclosure or confidentiality agreement that Buyer and AETHERA® may have entered into and which, by the terms therein, remains in force and effect.

16. AETHERA™ REPRESENTATION AND WARRANTY

16.1 AETHERA® provides a limited product warranty on the terms set out in Schedule "A".

16.2 AETHERA® further represent that all services offered as part of this Purchase Agreement will be performed or supplied with reasonable care, skill, and diligence as reasonably expected of such services.

17. DISPUTE RESOLUTION

17.1 Any and all differences, disputes, claims or controversies arising out of or in any way connected with this Purchase Agreement, whether arising before or after the expiration or termination of this Purchase Agreement, and including, its negotiation, execution, delivery, enforceability, performance, breach, discharge, interpretation and construction, existence, validity and any damages resulting therefrom or the rights, privileges, duties and obligations of the parties under or in relation to this Purchase Agreement (including any dispute as to whether an issue can be arbitrated) shall be referred to arbitration before a single arbitrator under the *Arbitration Act* (Nova Scotia) and shall be conducted in the Halifax Regional Municipality in Nova Scotia. Notwithstanding the foregoing, any Party may appear before the Nova Scotia Supreme Court for an emergency interlocutory injunction pending appointment of an arbitrator under this Section 17.

18. SURVIVAL

18.1 Despite delivery of the products and/or services to be performed and provided under the terms of this Purchase Agreement or cancellation of this Purchase Agreement under Section 9, all provisions in this Purchase Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to tax, confidentiality, disclaimer of certain remedies, limitations of liability, ownership or intellectual property rights, use or return of Property Information, dispute resolution and governing law, and all causes of action which arose prior to completion or termination of this Purchase Agreement, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

19. MISCELLANEOUS

19.1 Business Relationship: The parties are and shall remain independent contractors and nothing herein or arising here from create an agency, employment, partnership, or joint venture between the Parties. Neither Party shall have any authority to bind the other to any matter or undertaking.

19.2 Amendment: The Purchase Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the parties hereto.

19.3 Severability: If any term, provision, covenant, or restriction of the Purchase Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of the Purchase Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless to so continue the Purchase Agreement would unjustly prejudice the Parties hereto.

19.4 Waiver: The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by a Party to enforce or insist upon strict compliance with any provision of the Purchase Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of the Purchase Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.

19.5 Publicity: Buyer and AETHERA® each may not make media or other announcements or releases relating to this Purchase Agreement or the provision of any products or services contemplated under the Purchase Agreement without prior written consent to the form, content and manner of the announcement or release from the other.

19.6 Assignment: AETHERA® or the Buyer may not assign any of its rights or obligations under the Purchase Agreement without the prior written consent of the other Party. Any purported assignment without such consent shall be void.