

DIRECTED ONLINE . SALES TERMS AND CONDITIONS

All Orders imply full acceptance of the terms/conditions below & supersedes any verbal or written agreement.

1. Payment: All undisputed invoices are to be paid within thirty (30) days of receipt by . ("Customer" or). If Customer disputes in good faith any invoice, or any part thereof, it will notify Directed Online ("Directed Online ") of such dispute, and the reasons for such dispute, in writing within thirty (30) days of its receipt of an invoice. Customer will pay any portion of the invoice that is not in dispute as set forth above. The parties will work together in good faith to promptly resolve any such disputed invoice, within thirty (30) days from providing notice of the dispute. In the event that a revolving line of credit is accepted, all payments must be made at the end of the month of invoice. Failure to pay undisputed invoices within the time periods previously enumerated may subject the customer to collection proceedings for which costs and expenses will be sought.

2. Limits of Liability: In no case will Directed Online nor any of its agents be liable for reimbursement of any expenses, costs or claims alleged due to the defect of any product or due to the failure to timely delivery by a carrier, except to the extent such losses or damages are caused by the gross negligence or willful misconduct of Directed Online . Directed Online or its agents will also not be liable for any claimed loss of business opportunity due to any defect in any Directed Online Product or the failure to timely deliver any Directed Online product, except to the extent such losses or damages are caused by the gross negligence or willful misconduct of Directed Online . The sole recourse to Customer is the replacement or repair of a product or the refund of the purchase price of any Directed Online Product, at the discretion of Customer.

3. Retention of Title: Title in all goods and services provided will remain with Directed Online until full payment, luding interest or penalties where applicable, is received. Title will also vest in all proceeds of our goods that are transferred to any third parties.

4. Governing Law: Any disputes arising from any Directed Online order entered in the United States of America shall be subject to the laws of the State of New York and shall be submitted to binding arbitration according to the rules of the American Arbitration Association. This arbitration shall be carried out in the City of New York at a date and location determined by the parties and arbitrator.

5. Impossibility of performance: Should one or more of the provisions in this contract be voided by statute or public policy of the location where it is executed, all other terms and provisions shall remain valid and enforceable. All voided clauses shall resume their effect as soon as the reason for inapplicability has ceased. Acts of God, acts of state, war, disturbance or strike, acts of nature, fire, law or judicial decisions shall be deemed as force majeure events and will constitute impossibility of performance. In the event of temporary impossibility, performance of the contract for both parties shall resume on the same terms once the reason for non-performance has ceased.

6. Termination of Relationship: Upon the breach of any of the obligations of this contract, in particular, non-payment of any undisputed invoices or delay in payment of any outstanding, undisputed balances, we may, at our own choosing, terminate the relationship with Customer provided Directed Online provides notice to Customer of such alleged breach, and Customer fails to remedy that breach within ten (10) business days after receiving written notice requiring it to do so.

Macquarie may terminate this contract or any Statement of Work, Work Order, Quote, or Order Form without cause at any time, by thirty (30) days' written notice to Directed Online .

Termination of this contract shall not relieve Customer of any of its obligations up to the effective date of termination.

7. Confidentiality: Neither party may, without the prior approval of the other party (which approval is to be within the other party's sole discretion) make a record of or make public or disclose to any person any information about this agreement, the other party's Confidential Information or the other party's operations.

"Confidential Information" in relation to a party means information that:

- (a) is by its nature confidential;
- (b) is designated by that party as confidential; or
- (c) the other party knows or ought to know is confidential.

Directed Online may disclose Confidential Information relating to Customer only to those of its employees and sub-contractors who have a need to know, are aware that the Confidential Information must be kept confidential and are subject to confidentiality obligations that are no less restrictive than the terms of this Section. Directed Online agrees that a failure by its employees or contractors to comply with this Section will be deemed to be a breach of this agreement by Directed Online .

The obligations of the parties under this Section are not to be taken to have been breached where the information referred to in this Section:

- (i) is or becomes public knowledge other than by breach of the obligations under this Section;
- (ii) is lawfully in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- (iii) is legally required to be disclosed; or
- (iv) has been independently developed or acquired by the receiving party (other than as a result of a breach of this agreement, any other agreement or any duty of confidentiality between the parties).

8. No Publicity: Directed Online agrees that it will not, nor will its representatives, without the prior written consent of Customer in each instance:

(a) use in advertising, publicity or otherwise the name of Customer or its affiliates () or the names of any representative of or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by SMBC; or

(b) represent directly or indirectly, that any product or any service provided by Directed Online has been approved or endorsed by or a representative of SMBC.

9. No Bribery:

Directed Online warrants and undertakes to Customer that:

(a) it will, and will take reasonable steps to procure that its representatives will, comply with all applicable anti-bribery and corruption laws and regulations;

(b) it:

(i) has not taken;

(ii) is not aware that any of its representatives have taken;

(iii) will not take; and

(iv) will take reasonable steps to procure that its representatives do not take,

any action in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of anything of value (an "**Advantage**") to any person (including, without limitation, any Customer representative) in the knowledge that all or any part of the relevant Advantage will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage; and

(c) it will notify Customer as soon as reasonably practicable after becoming aware of any breach of the warranties or undertakings in this Section.

10. Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this contract and will provide evidence of such insurance upon request.

11. Logo Use: Directed Online agrees to:

(a) use Customer's name and logo only in accordance with the attached Brand, name and logo use guidelines

(b) not use Customer's name and logo in a way that could damage Customer's reputation; and

(c) stop using Customer's name and logo as soon as Customer instructs Directed Online to do so.

Warranty Policy

Directed Online guarantees their product under a series of warranties for manufacturing defects. Under the warranty policies, product believed to be a manufacturing defect will be repaired and/or replaced upon inspection of the issue. The customer is responsible for shipping the product to Directed Online for inspection. At the discretion of Customer, if the issue is deemed a manufacturing defect, the product will be repaired and/or replaced and returned to the customer at no cost standard ground shipping. Free replacement products cannot be sent until an assessment of the supposed defective product is made. If the received product is deemed not to be a manufacturing defect, Customer will be notified, and the product may be repaired and/or replaced at Directed Online's cost. Shipping charges will be Customer's responsibility for any items needing expedited shipping. Issues that are not covered under the warranties include but are not limited to: Mistreatment of product, Unauthorized alteration, Natural disasters, incorrect use, Theft, Loss, Vandalism, Destruction, Damages occurred while in transit.

Directed Online must provide the services and deliverables to Customer in accordance with the terms of this contract, and any relevant Statement of Work, Work Order, Quote, or Order Form, any reasonable policies and directions of Customer, and all applicable laws and regulations.

Directed Online warrants that the services will be provided personnel that are appropriately qualified, competent and experienced to provide the services in accordance with this contract.