

RADIOBRO CORPORATION
TERMS AND CONDITIONS OF SALE

1. Applicability.

(a) These Terms and Conditions of Sale (these “Terms”) are the only terms which govern the sale of products (collectively referred to as “Products”) by RadioBro Corporation (referred to as “RadioBro”) to each purchaser of the Products (referred to collectively as “Buyer”) who purchases the Products directly from RadioBro. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The order placed by Buyer for the Products, whether such order is placed on RadioBro’s website or a separate order, regardless of whether such order is attached to these Terms (the “Order”), together with these Terms (collectively referred to as this “Agreement”), comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral relating to Buyer’s purchase of the Products from RadioBro. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. All references to Buyer’s specifications and similar requirements (if any) are only to describe the Products covered in the Order and no warranties or other terms submitted by Buyer will have any force or effect. No representation, promise or term not set forth herein has been or may be relied upon by Buyer, and any terms not contained in this Agreement are expressly objected to and rejected by RadioBro. Acceptance of an Order, whether oral or written, and/or delivery by Buyer is based on the express condition that Buyer agrees to all of these Terms. By placing an Order, the Buyer represents and warrants to RadioBro that Buyer has the legal capacity and due authority to enter into this Agreement under all applicable laws.

2. Delivery.

(a) The Products will be shipped within a reasonable time after RadioBro’s receipt of the Order, subject to availability of finished Products. All shipping dates are approximate, and delivery is not guaranteed by any specific date. RadioBro shall not be liable for any delays, loss or damage in transit.

(b) RadioBro may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall accept and pay for the Products shipped pursuant to this Agreement, whether such shipment is in whole or partial fulfillment of the Order.

(c) If for any reason Buyer fails to accept delivery of any of the Products, or if Buyer requests a deferred delivery and RadioBro approves such request in writing, or if RadioBro is unable to ship the Products upon completion because Buyer has not provided appropriate instructions, documents, licenses or authorizations required to be provided by Buyer: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii)

RadioBro, at its option, may store the Products until Buyer picks them up, or arranges for alternate delivery, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(d) Buyer shall report any shortages in a shipment within three (3) days of receipt of the shipment. RadioBro shall not be liable for any non-delivery of Products (even if caused by RadioBro's negligence) unless Buyer gives written notice to RadioBro of the non-delivery within such time period.

(e) In any event, the liability of RadioBro for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the Order respecting such Products to reflect the actual quantity delivered and refunding the Price for such undelivered Product(s) to Buyer.

3. Shipping Terms. Unless otherwise specified by RadioBro in writing: (a) RadioBro shall ship all Products from RadioBro's facility (the "Delivery Point") using RadioBro's standard methods for packaging and shipping such Products; (b) delivery shall be made FCA (Free Carrier, per Incoterms 2010) Delivery Point; (c) all prices in the Order are FCA Delivery Point; and (d) Buyer shall be responsible for paying all shipping costs, which shall be prepaid in advance of RadioBro shipping such Products.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon RadioBro depositing the Products with the applicable shipping agent at the Delivery Point. As collateral security for the payment of the purchase price of the Products, to the extent the purchase price remains unpaid when such Products are shipped, Buyer hereby grants to RadioBro a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision is intended to constitute a purchase money security interest to the fullest extent permitted under all applicable laws.

5. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within three (3) days following Buyer's receipt thereof ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies RadioBro in writing prior to the end of the Inspection Period that any Products received by Buyer consist of Nonconforming Products and furnishes such written evidence or other documentation as requested by RadioBro. As used in this Agreement, the term "Nonconforming Products" shall refer only to a Product(s) received by Buyer that: (i) is different than the Product(s) identified in the Order, whether in type or quantity; (ii) with respect to which the labeling on the antistatic bag incorrectly identifies the contents of said Product. In the event Buyer opens or otherwise accepts delivery of Nonconforming Products with a Price in excess of the Product(s) so ordered, or in a quantity greater than the Product(s) ordered, Buyer shall pay the excess price(s) of such Nonconforming Products to the Company within ten (10) days following such acceptance. Notwithstanding the foregoing provisions of this Section 6(a), Buyer shall be

deemed to have accepted a Nonconforming Product in the event Buyer opens the antistatic bag in which such Nonconforming Product is shipped, unless the labeling on such antistatic bag incorrectly identifies the Product therein.

(b) Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to RadioBro's designated facility within five (5) days following the end of the Inspection Period. RadioBro shall have the right to inspect any Nonconforming Products to assess the legitimacy of the alleged nonconformity. If RadioBro determines that the alleged nonconformity exists, RadioBro shall, in its sole discretion: (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection with returning said Nonconforming Products. If RadioBro exercises its option to replace the Nonconforming Products, RadioBro shall, after receiving Buyer's return shipment of Nonconforming Products, ship the replacement Products to Buyer, FCA Delivery Point, but at RadioBro's expense, in accordance with RadioBro's standard shipping practices.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 6(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to RadioBro.

7. Price. Buyer shall purchase the Products from RadioBro at the prices (the "**Prices**") set forth in RadioBro's published price list in force as of the date of the Order as set out on RadioBro's website, unless a different price is set forth in the Order. Unless otherwise indicated by RadioBro at the time of sale, all Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, RadioBro's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Payment Terms.

(a) Unless otherwise agreed to in writing by RadioBro, payment must be received by RadioBro prior to RadioBro's acceptance of an Order. Each accepted Order will be interpreted as a single agreement, independent of other Orders. Buyer shall make all payments hereunder by credit card, automated clearing house, wire transfer, electronic funds transfer or some other prearranged payment method, unless credit terms have been agreed to in writing by RadioBro. All payments will be made in US dollars.

(b) If RadioBro agrees in writing to accept payment after acceptance of an Order, Buyer shall pay all amounts invoiced by RadioBro within thirty (30) days following the date on such invoice, subject to continuing credit approval by RadioBro. Such credit approval may be revoked without further notice from RadioBro. RadioBro may invoice parts of an Order separately or may invoice purchases of all Products in one invoice to Buyer. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, whichever is less, calculated daily and compounded monthly. Buyer shall reimburse RadioBro for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which RadioBro does not waive by the exercise of any rights hereunder), RadioBro shall be entitled to suspend the delivery of any

undelivered Products if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with RadioBro, whether relating to RadioBro's breach, bankruptcy or otherwise.

9. Limited Warranty. Unless otherwise agreed by RadioBro, the limited Product warranty in effect when the order for the applicable Product is accepted by RadioBro or RadioBro's authorized distributor to the Customer (as reflected in RadioBro's or the applicable distributor's records), shall apply to the Product. RadioBro retains the right to modify the limited warranty at any time for future orders, in RadioBro's sole and absolute discretion. The current limited warranty for the Products can be found at www.radiobro.com/warranty.

10. Limitation of Liability.

(a) **IN NO EVENT SHALL RADIOBRO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING, TOGETHER WITH THE WARRANTY PROVISIONS SET FORTH ABOVE, IS INTENDED AS A COMPLETE ALLOCATION OF RISKS BETWEEN THE PARTIES AND BUYER UNDERSTANDS THAT IT WILL NOT BE ABLE TO RECOVER CONSEQUENTIAL DAMAGES EVEN THOUGH IT MAY SUFFER SUCH DAMAGES IN SUBSTANTIAL AMOUNTS. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THIS LIMITATION WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE EVEN IF IT OPERATES TO BAR RECOVERY FOR SUCH CONSEQUENTIAL DAMAGES.**

(b) **IN NO EVENT SHALL RADIOBRO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO RADIOBRO FOR THE PRODUCTS SOLD HEREUNDER.**

(c) **RADIOBRO WILL NOT BE LIABLE AND BUYER AGREES TO INDEMNIFY RADIOBRO FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM BUYER'S NEGLIGENCE. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE MAY BE BROUGHT AGAINST RADIOBRO MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF THE PRODUCTS TO BUYER.**

(d) In any contract by Buyer for resale of Products, Buyer will effectively disclaim, as against RadioBro, any implied warranty of merchantability and all liability for property damage or personal injury resulting from handling, possession or use of Products, and shall exclude, as against RadioBro, any liability for special or consequential damages.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer represents and warrants, in connection with the transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that Buyer will comply with all governmental laws, regulations and orders that may be applicable to Buyer, including without limitation all laws and regulations regarding export controls, economic sanctions and trade embargoes, anti-boycott restrictions, anti-money laundering laws and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery laws (collectively, the “International Trade and Anti-Corruption Laws”). Without limiting the foregoing, Buyer will comply with all applicable Equal Opportunity requirements including those set forth in Executive Order 11246 and the Vietnam Era Veterans Readjustment Assistance Act of 1974, and regulations promulgated thereunder, if applicable to Buyer. Buyer acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees and/or any other party acting on its behalf (collectively “Related Parties”) are familiar with the provisions of the International Trade and Anti-Corruption Laws. Buyer agrees to indemnify, defend and hold harmless RadioBro and its employees from and against any and all claims, demands, costs, penalties and fines arising in connection with any alleged breach by Buyer or any of its Related Parties of this Section 11. RadioBro may terminate this Agreement in its entirety, without liability to Buyer, if RadioBro believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section 11. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. RadioBro may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.]

12. Termination. In addition to any remedies that may be provided under these Terms, RadioBro may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13. Waiver. No waiver by RadioBro of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by RadioBro. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Confidential Information. All non-public, confidential or proprietary information of RadioBro, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by RadioBro to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other

form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by RadioBro in writing. Upon RadioBro's request, Buyer shall promptly return all documents and other materials received from RadioBro. RadioBro shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. RadioBro shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of RadioBro including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of RadioBro. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, 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.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

19. Arbitration. All disputes, claims or controversies (individually or collectively, a “Dispute”) between RadioBro and Buyer arising out of or relating to the transactions contemplated by this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). The Dispute will be arbitrated in Huntsville, Alabama. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement will be deemed the commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. RadioBro and Buyer each shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates. Notwithstanding the foregoing, RadioBro reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in accordance with Section 21.

20. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama, U.S.A., without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama, U.S.A., or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Submission to Jurisdiction. Except for a Dispute which is arbitrated in accordance with Section 19 above, any Dispute arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Alabama, U.S.A. in each case located in the City of Huntsville, Alabama, U.S.A. and the County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any defense that such party is not subject to personal jurisdiction in such courts, that the venue of any such court is improper for the Dispute, and/or that the Dispute has been initiated in an inconvenient forum. Each party hereby consents to service of process by mail or courier to the fullest extent permitted under all Federal and state due process laws or other applicable laws.

22. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties as follows, or to such other address that may be designated by the receiving party in writing: (a) for Buyer, at the mailing address, or the email address set forth on the Order or on Buyer’s account; and (b) for RadioBro, at the following email address: payments@radiobro.com. All Notices shall be delivered by personal delivery, internationally recognized courier (with all fees pre-paid), e-mail transmission (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If the sending party requests a “read receipt” or similar electronic confirmation of delivery, notices sent by email shall be deemed received at the time reflected in such receipt.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of an Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction/Arbitration and Survival.