

TRYTEN TECHNOLOGIES INC.

PURCHASE ORDER TERMS AND CONDITIONS

In these Purchase Order Terms & Conditions (the “**Purchase Order Terms**”), “**Tryten**” means Tryten Technologies Inc. and its subsidiaries and affiliates, and “**Vendor**” means the person selling and supplying goods (“**Goods**”) or services (the “**Services**”), or both, to Tryten pursuant to a purchase order or scope of work (each, a “**Purchase Order**”) issued by Tryten to the Vendor.

1. ACCEPTANCE OF TERMS AND CONDITIONS

The offer by Tryten to purchase Goods or Services from the Vendor pursuant to a Purchase Order is subject to these Purchase Order Terms. The Vendor will be deemed to have reviewed and accepted these Purchase Order Terms and agreed with Tryten to be bound hereunder upon the earlier of (a) the Vendor delivering to Tryten any letter, form, or other written or electronic document, instrument or communication acknowledging acceptance of the Purchase Order, (b) shipment of Goods or commencement of Services to be supplied pursuant to a Purchase Order, as the case may be, and (c) the passage of FIVE (5) days after the Vendor’s receipt of the Purchase Order without written notice to Tryten that the Vendor does not accept these Purchase Order Terms. If the Vendor does not agree to these Purchase Order Terms, the Vendor must notify Tryten immediately and refund to Tryten any payment received pursuant to a Purchase Order within FIVE (5) days of the date of the Purchase Order. If the Vendor fails to refund full payment to Tryten within 5 days of receipt of the Purchase Order the Vendor will be deemed to have accepted these Purchase Order Terms.

These Purchase Order Terms may not be added to, modified, superseded or otherwise altered unless in writing and signed by a duly authorized representative of Tryten. The Vendor acknowledges and agrees that only an authorized member of Tryten’s management has the authority to modify, amend, or otherwise alter these Purchase Order Terms or enter into a new agreement with the Vendor with respect to the Goods or Services to be purchased. These Purchase Order Terms expressly exclude any of Vendor’s terms and conditions of sale or any other document issued by the Vendor in connection with the Purchase Order.

To the extent that these Purchase Order Terms may be treated as an acceptance of the Vendor’s prior offer, such acceptance is expressly made on condition of assent by Vendor to these Purchase Order Terms and shipment of the Goods or performance of any Services by the Vendor shall constitute such assent. Any translation of these Terms of Use is done for local requirements and in the event of a dispute between English and the non-English version of these Purchase Order Terms, the English version will govern to the extent not prohibited by applicable law.

2. RIGHT OF CANCELLATION

Tryten hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the Goods or commencement of any Services, as the case may be. Tryten shall not be subject to any charges, penalties or other fees as a result of cancelling a Purchase Order in accordance with this section 2.

3. DELIVERY

The Vendor shall deliver the Goods and/or perform the Services on the date (the “**Delivery Date**”) and at the delivery location (the “**Delivery Location**”) specified in the Purchase Order. If no delivery date is specified, the Vendor shall fulfill the Purchase Order promptly and deliver the Goods and perform the Services in full within a reasonable time of its receipt of the Purchase Order. Time is of the essence of the Purchase Order. If the Vendor fails to deliver the Goods or Services in full, on the Delivery Date, Tryten may cancel the Purchase Order immediately and the Vendor shall indemnify Tryten against any losses, damages, and reasonable costs and expenses attributable to the Vendor’s failure to deliver. Tryten reserves the right to return, at the expense of the Vendor, all Goods received in advance of the Delivery Date set out in the

Purchase Order. Vendor shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Tryten's Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

4. RISK OF LOSS AND DESTRUCTION

Unless otherwise specified on a Purchase Order from Tryten, risk of loss of the Goods remains with the Vendor and title to the Goods shall pass to Tryten upon receipt by it of the Goods at the designated Delivery Location. If the Goods ordered are lost, damaged or destroyed prior to title passing to Tryten, Tryten may at its option cancel the Purchase Order or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Tryten shall have the right to require delivery of the Goods not destroyed. In the event any of the Goods are damaged, destroyed or lost, any amount owed by Tryten shall be cancelled for those Goods and Vendor shall promptly refund any amount already paid by Tryten for those Goods.

5. PAYMENT

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Tryten as provided herein, Tryten shall pay to the Vendor (i) the amount agreed upon and specified in the Purchase Order, or (ii) Vendor's quoted price on date of shipment (for Goods) or the date performance of the Services commenced (for Services), whichever is lower, plus applicable taxes and such other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges set out on the Vendor's invoice approved by Tryten. All taxes assessable upon the Goods prior to receipt of such Goods by Tryten shall be borne by the Vendor.

The Vendor shall invoice Tryten for all Goods delivered and all Services actually performed. Each invoice submitted by Vendor must be provided to Tryten within ninety (90) days of delivery of Goods or completion of Services, as the case may be, and must reference the applicable Purchase Order, and Tryten reserves the right to return all incorrect invoices. Tryten will receive a 2% discount of the invoiced amount for all invoices that are received by Tryten more than ninety (90) days after completion of the delivery of the Goods or completion of the Services, as the case may be. Unless otherwise specified on the face of a Purchase Order, Tryten shall pay the invoiced amount within sixty (60) days after receipt of an invoice from the Vendor. The Vendor acknowledges and agrees that, other than the amounts set out in the Purchase Order and the corresponding Vendor's invoice approved by Tryten, the Vendor will receive no payment, royalty or other remuneration from the production or distribution of any products developed or marketed by Tryten in connection with or based on the Goods or Services provided.

6. WARRANTIES

6.1 SERVICES

In addition to any other representations and warranties made by the Vendor to Tryten, the Vendor represents and warrants that all Services shall be completed in a professional, workmanlike manner, consistent with the highest industry standards and with the degree of skill and care that is required by current, good and sound professional procedures. Further, the Vendor represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated these Purchase Order Terms. Vendor represents and warrants that the performance of Services under these Purchase Order Terms will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Vendor is bound.

6.2 GOODS

In addition to any other representations and warranties made by the Vendor to Tryten, the Vendor represents and warrants that all Goods provided shall be new and will not be used or refurbished. The Vendor warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications and representations for at least a period of fifteen (15) months from the date of delivery to Tryten or for the period provided in Vendor's standard warranty covering the Goods, whichever is longer. The Vendor hereby agrees that it will make spare parts available to Tryten for a period of five (5) years from the date of delivery at the Vendor's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by the Vendor or its representatives. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. The Vendor shall furnish to Tryten, the Vendor's standard warranty and service guaranty applicable to the Goods or Services purchased, as the case may be. All warranties and Service guaranties shall extend to both to Tryten and to its customers.

If Tryten identifies a problem or defect affecting the Goods during the applicable warranty period, Tryten will notify Vendor of such problem return the Goods to Vendor, at Vendor's expense. Within five (5) business days of receipt of the returned Goods, Vendor shall, at Tryten's option, either repair or replace such Goods, or credit Tryten's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

7. INSPECTION

Tryten reserves the right to inspect and test the performance of Goods and Services on or after the Delivery Date for conformity with the advertised specifications and the terms of the Purchase Order. Goods received or Services performed prior to inspection and testing by Tryten shall not be deemed accepted until Tryten has determined whether the Goods or Services conform to the specifications agreed to in the Purchase Order, and Tryten may, at its sole option, reject all or any portion of the Goods or Services if it determines the Goods or Services, as the case may be, are defective or nonconforming. Use of a portion of the Goods for the purpose of inspection or testing shall not constitute an acceptance of the Goods. If Tryten requires replacement of the Goods, the Vendor shall promptly replace the nonconforming Goods. If the Vendor fails to deliver replacement Goods in a timely manner, Tryten may replace them with goods from a third party and charge the Vendor the cost thereof and terminate the Purchase Order for cause. Any inspection or other action by Tryten under this Section shall not affect the Vendor's obligations under the Purchase Order, and Tryten shall have the right to further inspection after the Vendor takes remedial action.

8. VENDOR RESPONSIBLE FOR TAXES AND RECORDS

Unless specified otherwise on the Purchase Order, the prices for Goods and/or Services are inclusive of, and Vendor shall be solely responsible for and pay, all federal, provincial, state, and municipal taxes, including, without limitation, value added tax, goods and services tax, sales, use or consumption tax. No sales or use tax shall be added when a valid tax exemption is indicated on the face of the Purchase Order by Tryten.

9. INSURANCE

The Vendor shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) policy coverage for an amount considered standard in the Vendor's industry for businesses comparable to the Vendor's; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Purchase Order; and (c) if the Vendor will use or provide for use of motor vehicles in fulfilling Purchase Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles. Upon Tryten's request, Vendor shall provide Tryten with a certificate of insurance evidencing the coverage specified in this Order.

10. COMPLIANCE WITH LAW

The Vendor represents and warrants to Tryten that during its fulfillment of the Purchase Order the Vendor is and shall remain, and shall ensure that each of its directors, officers, employees, agents and contractors (collectively, the “**Vendor’s Staff**”) are and remain, in compliance with all applicable laws, regulations and ordinances. The Vendor has and shall maintain in good standing all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Purchase Order. The Vendor shall comply with all export and import laws of all countries involved in the sale of Goods under the Purchase Order. The Vendor assumes all responsibility for shipments of Goods requiring any government import clearance. If the Vendor fails to comply with the laws, orders, rules, ordinances and regulations and as a result Tryten is fined or otherwise subject to penalty, the Vendor agrees to pay the fine and costs incidental thereto or reimburse in full Tryten for payment. To the extent that any of the Vendor’s Staff are required to enter onto Tryten’s site or property, the Vendor shall ensure that the Vendor’s Staff comply with Tryten’s policies and standards.

11. INDEMNITY

The Vendor shall indemnify, hold harmless, and at Tryten's request, defend Tryten, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under these Purchase Order Terms, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) any claim based on the negligence, omissions or willful misconduct of the Vendor or any the Vendor's Staff, (iii) any breach of these Purchase Order Terms, and (v) any claim by a third party against Tryten alleging that the Goods or Services, the results of such Services, or any other products or processes provided to Tryten pursuant to a Purchase Order, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. The Vendor shall not settle any such suit or claim without Tryten's prior written approval. Vendor agrees to pay or reimburse all costs that may be incurred by Tryten in enforcing this indemnity, including attorneys' fees.

Should the Goods or Services the Vendor provides to Tryten be threatened by injunction or be the subject of any legal proceeding, the Vendor shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Tryten, its distributors, subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

12. CONFIDENTIALITY

The Vendor may acquire knowledge of Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Confidential Information in confidence during fulfillment of a Purchase Order and indefinitely afterward. In these Purchase Order Terms, “**Confidential Information**” includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Tryten relating to the current or anticipated business or affairs of Tryten which is disclosed directly or indirectly to the Vendor. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to the Vendor in the course of providing Services or Goods to Tryten. Confidential Information does not include any information (i) which the Vendor lawfully knew without restriction on disclosure before Tryten disclosed it to Vendor, (ii) which is now or becomes publicly known through no wrongful act or failure to act of the Vendor, (iii) which the Vendor developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv)

which is hereafter lawfully furnished to the Vendor by a third party as a matter of right and without restriction on disclosure. In addition, the Vendor may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Vendor provides prompt notice to Tryten of such requirement prior to disclosure.

The Vendor agrees not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, the Vendor agrees to limit its internal distribution of Confidential Information to the Vendor's Staff who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by the Vendor's Staff of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will the Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information.

The Vendor further agrees not to use the Confidential Information except in the course of performing hereunder and will not use such Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Confidential Information with information of the Vendor shall not affect the confidential nature or ownership of the same as stated hereunder. The Vendor agrees not to design or manufacture any products which incorporate Confidential Information. All Confidential Information is and shall remain the property of Tryten. Upon Tryten's written request or the termination of this Agreement, the Vendor shall return, transfer or assign to Tryten all Confidential Information, including all Work Product, as defined herein, and all copies thereof.

13. OWNERSHIP OF WORK PRODUCT

For purposes of these Purchase Order Terms, "**Work Product**" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Tryten alone, with the Vendor, or with others which result from or relate to Goods or Services purchased hereunder. Standard Goods manufactured by the Vendor prior to the engagement by Tryten and sold to Tryten without having been designed, customized or modified for Tryten do not constitute Work Product but Tryten shall have a license to use such Goods for all purposes. All Work Product shall at all times be and remain the sole and exclusive property of Tryten. The Vendor hereby agrees to irrevocably assign and transfer to Tryten and does hereby assign and transfer to Tryten all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Tryten will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Tryten deems appropriate. The Vendor agrees: (a) to disclose promptly in writing to Tryten all Work Product in its possession; (b) to assist Tryten in every reasonable way, at Tryten's expense, to secure, perfect, register, apply for, maintain, and defend for Tryten's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Tryten's name as it deems appropriate; and (c) to otherwise treat all Work Product as Confidential Information as described above. The Vendor's obligations set out herein to disclose, assist, execute and keep confidential certain information shall survive the fulfillment of the Purchase Order indefinitely. All tools and equipment supplied by Tryten to the Vendor shall remain the sole property of Tryten.

The Vendor will ensure that the Vendor's Staff waive any and all claims and assign to Tryten any and all rights or any interests in any Work Product or original works created in connection with the Purchase Order. The Vendor irrevocably agrees not to assert against Tryten or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Vendor affecting the Work Product.

Tryten will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without using equipment, supplies, facilities, trade

secrets or Confidential Information, unless (i) such works relate to Tryten's business or Tryten's actual or demonstrably anticipated research or development, or (ii) such works result entirely from any Services performed by Vendor for Tryten.

14. NON-INTERFERENCE WITH BUSINESS

During and for a period of two (2) years immediately after the fulfillment of a Purchase Order the Vendor agrees not to unlawfully interfere with the business of Tryten in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Tryten.

15. GENERAL

1. REMEDIES

If the Vendor breaches these Purchase Order Terms, Tryten shall have all rights and remedies available to it arising at law and in equity, including all remedies available for breach of contract. For the purchase of Goods or Services, the Vendor's sole remedy in the event of breach of these Purchase Order Terms by Tryten shall be the right to recover damages in the amount equal to the difference between market price for such Goods or Services at the time of breach and the purchase price specified in the Purchase Order. No alternate method of measuring damages shall apply. The Vendor shall have no right to resell Goods for Tryten's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Tryten and any resale so made shall be for the account of Vendor.

2. FORCE MAJEURE

Any delay or failure by Tryten to perform its obligations under these Purchase Order Terms will be excused if, and to the extent, that the delay or failures caused by an event or occurrence beyond the reasonable control of Tryten and without its fault or negligence, such as, by way of example and not by way of limitation, acts of terrorism, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.

3. SEVERABILITY

In the event any provision contained in these Purchase Order Terms is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Purchase Order Terms, and the parties will substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL TRYTEN BE LIABLE TO THE VENDOR OR THE VENDOR'S STAFF, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER OR THESE PURCHASE ORDER TERMS, WHETHER OR NOT TRYTEN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. ASSIGNMENT AND WAIVER

The Vendor may not any of its rights or obligations under these Purchase Order Terms, without the prior written consent of Tryten. Any assignment or transfer without such written consent shall be null and void. These Purchase Order Terms shall inure to the benefit of, and be binding upon, the successors and assigns of Tryten without restriction. A decision not to act upon any

default of any term or condition of these Purchase Order Terms shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

6. NON-EXCLUSIVE AGREEMENT

This is not an exclusive agreement between Tryten and the Vendor. Tryten is free to engage others to perform Services or provide Goods the same as or similar to the Vendor's. The Vendor is free to, and is encouraged to, advertise, offer and provide the Vendor's Services and/or Goods to others; provided however, that Vendor does not breach these Purchase Order Terms. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither the Vendor nor Tryten shall have authority to bind the other party in any manner whatsoever.

7. CHOICE OF LAW

These Purchase Order Terms and the performance of the covenants contained herein shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws. The courts located in the City of Vancouver, in the Province of British Columbia, shall have exclusive jurisdiction to hear any disputes arising under these Terms of Sale.