

Special One Year Partner Agreement

HeyScottie, Inc.

SPECIAL LIFETIME PARTNER AGREEMENT

LAST UPDATED: 3/10/2022

This Manufacturing Services Agreement (the “**Agreement**”) is entered into and made between HeyScottie, Inc. (“**HeyScottie**”) and you (“**You**” and “**Your**”), as of the date that You accept this Agreement. HeyScottie’s General Terms and Conditions are available at: www.hey-scottie.com/terms (“**General Terms**”) and are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the General Terms, the terms of this Agreement shall supersede and control to the extent of any such conflict.

Subscription Term – one year from date entered below.

Billing Frequency – N/A

Billing Rate – N/A

RFQ Commission Rate – 0%

Date: _____

For HeyScottie: _____

By (Name): _____

Company: _____

Address: _____

Web URL: _____

Phone: _____

Signature: _____

Partner Terms and Conditions

HeyScottie, Inc.

PARTNER MANUFACTURING SERVICES AGREEMENT

LAST UPDATED: 1/24/2022

This Manufacturing Services Agreement (the “**Agreement**”) is entered into and made between HeyScottie, Inc. (“**HeyScottie**”) and you (“**You**” and “**Your**”), as of the date that You accept this Agreement as provided here in this preamble. PLEASE READ THIS AGREEMENT CAREFULLY! THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. BY ACCESSING OR USING HEYSCOTTIE’S WEBSITE (THE “**WEBSITE**”), CLICKING ON THE “I ACCEPT” BUTTON, OR COMPLETING THE PARTNER REGISTRATION PROCESS YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS AGREEMENT, (2) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THIS AGREEMENT, AND (3) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HEYSCOTTIE. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN HEYSCOTTIE’S PARTNER MANUFACTURING PROGRAM AS DESCRIBED BELOW.**

HeyScottie’s General Terms and Conditions are available at: www.heyscottie.com/terms (“**General Terms**”) and are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the General Terms, the terms of this Agreement shall supersede and control to the extent of any such conflict.

Please note that HeyScottie may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified version on the Website for orders placed after such modifications have been posted. HeyScottie will update the “Last Updated” date at the top of this Agreement. If HeyScottie makes any material changes, and You are a registered user with HeyScottie (as defined below), HeyScottie may also send You an email to the last email address You provided pursuant to this Agreement. Any changes to this Agreement will be effective immediately. HeyScottie may require You to provide consent to the updated Agreement in a specified manner before further use of the Website and/or participation in the Program is permitted. If You do not agree to any change(s)

after receiving a notice of such change(s), You must stop using the Website. Otherwise, Your continued use of the Website and/or participation in the Program shall be deemed Your conclusive acceptance of the modified terms and conditions.

1. VENDOR MANUFACTURING PROGRAM. HeyScottie hosts and maintains an online platform available at the Website that enables HeyScottie's customers to submit Requests for Quotation ("**RFQs**") for their manufacturing projects (each, a "**Manufacturing Project**"). HeyScottie maintains a partner manufacturing program consisting of a network of third-party manufacturers capable of performing manufacturing services on HeyScottie's behalf (the "**Program**"). As a participant in the Program, You will have the right to receive sales orders from HeyScottie from time to time, for the manufacture of certain Manufacturing Projects (each, a "**Sale Order**"). Each Sale Order will identify: (a) shipping terms; (b) delivery location; (c) delivery date(s); (d) the parts, assemblies and items to be delivered (each, a "**Part**"); (e) RFQ and other written and specifications related to the Part that have been agreed to by the Customer (as defined below) and HeyScottie (the "**Specifications**"); and (f) compensation to be paid to You. If You indicate Your willingness to accept and are awarded with the Sale Order, You will be deemed a "**Partner**" for the purposes herein and will perform the work specified in the Sales Order in accordance with the terms herein.

2. PROGRAM REGISTRATION. In order to participate in the Program, You will be required to register for an account on the Website ("**Account**"). In registering for the Program, You agree to (1) provide true, accurate, current and complete information about Yourself and Your company as prompted by the Websites' registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under Your Account. You may not share Your Account or password with anyone, and You agree to notify HeyScottie immediately of any unauthorized use of Your password or any other breach of security. You also agree to exit from Your Account at the end of each session. If You provide any information that is untrue, inaccurate, not current or incomplete, or HeyScottie has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HeyScottie has the right to terminate or suspend Your Account and refuse any and all current or future use of the Website and Program (or any portion thereof).

3. MANUFACTURE OF PARTS

3.1 Manufacture and Delivery. Partner agrees to perform the work specified in the Sale Order pursuant to the terms therein and this Agreement, including manufacturing, testing,

Inspecting and otherwise producing the Part(s) in accordance with the Specifications and for the price(s) provided by Partner in its quote for the manufacture and delivery of such Part(s).

You represent, warrant and covenant that: (i) You have a suitable quality management system in place (refer to Partner Guide); (ii) use measures to prevent consigned inventory damage; (iii) ensure that you and any approved subcontractors do not use illegal or counterfeit parts, processes, products, materials, goods or supplies in connection with the manufacture of any Parts; and (iv) You will notify HeyScottie of any changes in processes, products or services, subcontractor or location; (v) You will immediately notify HeyScottie in writing in the event of any non-compliance with the terms of the Sale Order and/or these Terms and Conditions

Partner agrees not to subcontract or delegate any of its obligations hereunder without the prior written consent of HeyScottie.

All Parts shall be delivered FCA (Incoterms 2010) to the destination designated in the Sale Order, or other place of shipment as specified by HeyScottie, and will be packaged in an appropriate manner to preserve and protect the Part. All shipment of Parts shall be with an HeyScottie approved carrier and with adequate liability and replacement insurance coverage. Unless otherwise stated in the Sale Order, all customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery shall be at Partner's expense. Title to the Parts furnished by Partner shall vest in HeyScottie or the customer who submitted the Sale Order (the "**Customer**"), as applicable, when Parts are inspected and accepted by HeyScottie or the Customer, as applicable, pursuant to this Agreement.

3.2 Testing and Acceptance of Parts. The Parts made in accordance with this Agreement are subject to an acceptance test by HeyScottie and/or the applicable Customer (such party performing the testing, the “**Examiner**”) before acceptance. The Examiner may, in its sole discretion, reject any portion of any shipment of Part which is not conforming with the Specifications. In order to reject a shipment or Part, the Examiner must give notice to its intent to reject the shipment within fourteen (14) business days of the Examiner’s receipt of the shipment. After notice of intent to reject is given, HeyScottie will cooperate with Partner in determining whether rejection is necessary or justified. If no such notice of intent to reject is timely received, the Examiner shall be deemed to have accepted such Part (“**Accepted**”). In the event a Part or shipment is properly rejected in accordance with the terms herein, Partner agrees to promptly, on receipt of notice of rejection, use best efforts to provide replacement Parts, at Partner’s sole cost and expense. The testing and examination process shall resume as set forth above, with the Examiner having an additional fourteen business day testing period. If the Examiner determines that the revised Parts still do not comply with the Specifications, the Examiner may either (a) afford Partner the opportunity to repeat the correction and modification as set forth above at no additional cost or charge to the HeyScottie or the applicable Customer, (b) HeyScottie may itself correct the Part(s) (or engage a third party to do so) and may deduct the costs and reasonable expenses associated with such correction from the fees owed to Partner; or (c) cancel the Sale Order without payment of any fees, costs or expenses to Partner.

You will maintain, if required on the Sales Order, for a period required by applicable law, or if no such period is applicable, for a period of at least five (5) years after the manufacture of a Part in accordance with applicable Quality Standard(s), complete and accurate books and records related to the manufacture, inspection, validity of inspection equipment, test, rework, repair, identification, and traceability for the product or service supporting your compliance with such Quality Standard(s), including books and records related to any retention periods and disposition requirements related thereto. Upon request, you will permit HeyScottie, the applicable customer, and regulatory authorities to inspect such books and records, as well as the areas of your facilities applicable to the manufacture such Parts, to confirm your compliance with these Terms and Conditions.

3.3 Compliance with Laws. Partner shall comply, at its sole cost and expense, with all applicable statutes, rules, regulations, ordinances, codes and standards (collectively, “Laws”) governing the manufacture, assembly, import, transportation, export, or sale of Parts. Without limiting the foregoing, in the U.S., this includes all applicable commerce, transportation, environmental, occupational safety, employment, securities, and labor Laws. Partner is hereby on notice that data provided by HeyScottie or HeyScottie customers may be subject to the International Traffic in Arms Regulations (“ITAR”) or the U.S. Export Administration Regulations (“EAR”). Partner agrees that neither it nor any of its personnel will export or re-export any ITAR-

or EAR-controlled data or items without obtaining any required U.S. Government authorization. Partner further agrees that HeyScottie and HeyScottie's customers' data shall only be accessible by U.S. citizens and permanent residents and that it shall not release, export, or re-export such data to anyone other than U.S. citizens or permanent residents unless specifically authorized by HeyScottie in writing. Partner shall maintain appropriate procedures to: (1) detect the unauthorized access to or release of data to non-U.S. citizens or permanent residents, and the export or transfer of data from, or storage of data outside of, the U.S., and (2) obtain and maintain any registration, agreement, license, or other authorization required under the ITAR or EAR. Partner shall promptly notify HeyScottie of any actual or suspected violation, and HeyScottie may immediately suspend Partner in the event of a violation. Partner shall secure binding obligations from any independent contractors or other parties who have access to HeyScottie or HeyScottie's customers' data or otherwise are performing services or activities in connection with this Agreement to comply with the terms of this Agreement.

3.4 Contact with Customers. Partner acknowledges and agrees that Customer satisfaction is very important to HeyScottie, and that in order to ensure satisfaction, HeyScottie requires that all communications that take place with respect to any Customer's Sale Order, must take place on or via the Website. As such, Partner covenants and agrees that all contact and communications with a Customer related in any way to any Sale Order, shall be conducted exclusively via the Website. Partner further acknowledges that HeyScottie may monitor that contact and communications at any time without notice.

4. FEES AND PAYMENTS

4.1 Fees and Payment. Subject to the terms herein, HeyScottie will pay Partner, as its sole compensation hereunder for the performance hereunder, including the manufacture and delivery of the Parts, the fees set forth in the applicable Sale Order within thirty (30) days after the Part(s) have been Accepted. Partner will be responsible for all costs and expenses associated with any Manufacturing Project, including the manufacture of the Part(s).

4.2 Taxes. All applicable taxes, including, but not limited to, sales/use taxes and other charges, such as duties, customs, tariffs, imposts and government-imposed surcharges, shall be the responsibility of Partner, and Partner shall remit all such taxes and/or charges to the appropriate tax authority.

No Expectation of Sale Orders. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RECEIVED ANY ASSURANCE THAT YOU WILL OBTAIN ANY PARTICULAR NUMBER OF WORK ORDERS OR AMOUNTS AS A RESULT OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM. HEYSCOTTIE WILL INCUR NO LIABILITY WHATSOEVER FOR LOSSES, DAMAGES, OR EXPENSES OF ANY KIND SUFFERED OR INCURRED BY YOU ARISING FROM OR INCIDENT TO YOUR PARTICIPATION IN THE PROGRAM, OR ANY TERMINATION OF THIS AGREEMENT BY HEYSCOTTIE, WHETHER

HEYSCOTTIE IS AWARE OF SUCH DAMAGES, LOSSES OR EXPENSES.

5. INTELLECTUAL PROPERTY

5.1 HeyScottie Ownership. As between HeyScottie and You, HeyScottie's searching and pricing algorithms, processes and mechanisms, the Website, and all content therein (collectively, the "**HeyScottie Properties**") and all worldwide intellectual property rights in each of the foregoing, are the exclusive property of HeyScottie and its licensors. All rights in and to HeyScottie Properties not expressly granted to You in this Agreement are reserved by HeyScottie and its licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to You regarding HeyScottie Properties or any part thereof, including any right to obtain possession of any data, source code or other technical material related to the Software.

5.2 RFQs. The RFQs, drawings, and specifications provided within the Sale Order are the exclusive property of HeyScottie or the Customer of HeyScottie. Partner is hereby granted a non-exclusive, non-transferable, non-sublicensable, limited license to use, the RFQs, drawings, and specifications and any other that is provided for the sole purpose of performing its obligations hereunder. Partner further understands and agrees that the RFQs, drawings, and specifications and other information provided are the confidential and proprietary information of HeyScottie or the applicable Customer, and will not disclose the models or information to any third party; *provided, that*, Partner may disclose such models and information to its employees who have a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein.

5.3 Partner Information. To the extent You upload any information, content, data or other materials to the HeyScottie Partner, You hereby grant HeyScottie a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license to reproduce and use such information, Data, content and materials for the purpose of providing the HeyScottie Properties to You, other Partners and our Customers; *provided that*, HeyScottie may use such information, data, content and materials on an aggregated and anonymized basis to provide, improve and market the HeyScottie Properties.

5.4 Trade Secrets. You acknowledge and agree that HeyScottie's searching, pricing and matching algorithms, processes and mechanisms are the trade secrets of HeyScottie. Accordingly, You shall not reverse engineer any of such algorithms, processes, mechanisms, or engines, and that HeyScottie will suffer irreparable harm in the event of any breach by you of the foregoing. In the event you breach or attempt to breach this Section, Your right to participate in the Program will immediately cease, and HeyScottie will take any action it deems necessary or appropriate to protect its rights and interests.

6. WARRANTIES AND DISCLAIMERS

6.1 By Partner. Partner represents and warrants that (a) Partner has the authority to enter into this Agreement personally (if Partner is a natural person), or on behalf of the entity entering into this Agreement, and to bind that entity; (b) title to the Parts shipped or sold to HeyScottie or the applicable Customer pursuant to this Agreement will pass to HeyScottie or the Customer, as applicable, free and clear of all liens, charges, encumbrances, restrictions or other third party rights; (c) Parts shipped under Sale Orders pursuant to this Agreement will be manufactured from new and unused components; (d) the Parts will comply with the Specifications and be free from defects in material and workmanship at the time of delivery to HeyScottie or the Customer, as applicable; and (e) Partner will comply laws, rules, regulations and industry standards applicable to its manufacture and delivery of Part(s) to which Partner is bound.

6.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBSITE IS PROVIDED "AS IS," AND HEYSCOTTIE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE WEBSITE (IN WHOLE OR IN PART) OR ANY OTHER PARTS OR SERVICES PROVIDED TO YOU BY HEYSCOTTIE. HEYSCOTTIE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE WEBSITE SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. INDEMNIFICATION. You will indemnify, defend, and hold harmless HeyScottie, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**HeyScottie Parties**”) against any and all costs, expenses (including reasonable attorneys’ fees), damages, losses, claims, liabilities, demands, penalties, forfeitures, suits and judgments, which the HeyScottie Parties may hereafter incur, become responsible for or pay, as a result of (a) Your breach or other violation of this Agreement, including without limitation, of the Manufacturing Standards; (b) Your negligent or willful acts, errors or omissions; or (c) any death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any cleanup costs in connection therewith. HeyScottie reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with HeyScottie in asserting any available defenses. You agree that the provisions in this section will survive any termination of Your Account, this Agreement or Your access to the HeyScottie Properties.

8. LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Damages. THE PARTIES UNDERSTAND AND AGREE THAT IN NO EVENT SHALL HEYSCOTTIE BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE HEYSCOTTIE PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT HEYSCOTTIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8.2 Cap on Liability. EXCLUDING YOUR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES WILL THE HEYSCOTTIE PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY THE HEYSCOTTIE AS A RESULT OF YOUR USE OF THE HEYSCOTTIE PROPERTIES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY HEREUNDER.

8.3 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HEYSCOTTIE AND YOU.

9. TERMS AND TERMINATION

9.1 Term. This Agreement commence on the date when You accept it (as described in the preamble above) and remain in full force and effect while You use the HeyScottie properties, unless terminated earlier in accordance with this Agreement.

9.2 Termination of Agreement by You. If You want to terminate the Agreement, You may do so by (a) notifying HeyScottie at any time and (b) closing Your Account. Your notice should be sent, in writing, to HeyScottie's address set forth below.

9.3 Termination of Agreement by HeyScottie. HeyScottie has the right to, immediately and without notice, suspend or terminate this Agreement or Your use or participation in the Website, Program and any services provided thereunder at any time (with or without cause), including if You have materially breached any provision of this Agreement, or if HeyScottie is required to do so by law (e.g., where the provision of the Website, or the Program is, or becomes, unlawful). You agree that all terminations for cause shall be made in HeyScottie's sole discretion and that HeyScottie shall not be liable to You or any third party for any termination of Your Account. In the event HeyScottie determines, in its sole discretion, that You have breached any portion of this Agreement, HeyScottie reserves the right to: (i) warn you via email (to any email address you have provided to HeyScottie) that you have violated this Agreement; (ii) delete Your Content; (iii) notify and/or send Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iv) pursue any other action which HeyScottie deems to be appropriate.

9.4 Effect of Termination. Termination of this Agreement includes deletion of Your password and all related information, files and content associated with or inside Your Account (or any part thereof). Upon termination of this Agreement, Your right to use the Website and participate in the Program will automatically terminate immediately. All provisions of this Agreement which by their nature should survive, shall survive termination of this Agreement, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

10. INSURANCE. Without limiting or qualifying Your liabilities, obligations or indemnities otherwise assumed by You pursuant to this Agreement, You shall maintain appropriate insurance policies, at Your sole cost and expense, in amounts adequate to cover Your obligations and responsibilities under this Agreement. HeyScottie will be named as an additional insured on all such policies and will receive 30 days written notice prior to the termination, reduction or modification of coverage with respect to any such insurance policy. Upon HeyScottie's request, You will promptly furnish to HeyScottie written evidence of Your insurance coverage.

11. GENERAL PROVISIONS

11.1 Electronic Communications. The communications between You and HeyScottie use electronic means, whether You visit the HeyScottie Properties or send HeyScottie e-mails, or whether HeyScottie posts notices on the HeyScottie Properties or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from HeyScottie in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that HeyScottie provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

11.2 Assignment. This Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without HeyScottie's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

11.3 Force Majeure. Neither party shall be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

11.4 Questions, Complaints, Claims. If You have any questions, complaints or claims with respect to the HeyScottie Properties, please contact us at: info@heyscottie.com. We will do our best to address Your concerns.

11.5 Limitations Period. YOU AND HEYSCOTTIE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE HEYSCOTTIE PROPERTIES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

11.6 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Section 11.6 ("**Arbitration Agreement**") carefully. It is part of Your contract with HeyScottie and affects Your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by HeyScottie that cannot be resolved informally or in

small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to You and HeyScottie, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the first party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to HeyScottie should be sent to: info@heyscottie.com. After the Notice is received, You and HeyScottie will attempt to resolve the claim or dispute informally. If You and HeyScottie do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The AAA Commercial Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a three, neutral arbitrators. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held at a location agreeable to both parties. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) Time Limits. If You or HeyScottie pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of You and HeyScottie, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and HeyScottie.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should occur between You and HeyScottie in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND HEYSCOTTIE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, then notwithstanding anything to the contrary in this Arbitration Agreement or Agreement, neither You or HeyScottie is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 11.6(n).

(i) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

(k) Survival of Agreement. This Arbitration Agreement will survive the termination of Your relationship with HeyScottie.

(l) Small Claims Court. Notwithstanding the foregoing, either You or HeyScottie may bring an individual action in small claims court.

(m) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, CA for such purpose.

11.7 Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.8 Independent Contractor. Your relationship to HeyScottie under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between HeyScottie and You. You agree to take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving HeyScottie that is inconsistent with You being an independent contractor (and not an employee) of HeyScottie. You are not an agent of HeyScottie and are not authorized and must not represent to any third party that You are authorized, to make any commitment or otherwise act on behalf of HeyScottie.

11.9 Notice. Where HeyScottie requires that You provide an e-mail address, You are responsible for providing HeyScottie with Your most current e-mail address. In the event that the last e-mail address You provided to HeyScottie is not valid, or for any reason is not capable of delivering to You any notices required/ permitted by this Agreement, HeyScottie's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to HeyScottie at the following address: info@heyscottie.com. Such notice shall be

deemed given when received by HeyScottie by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

11.10 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.11 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.12 Entire Agreement: This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Unless otherwise specifically agreed to by the parties, in the event of any conflict between the terms of this Agreement, the Manufacturing Standards, the General Terms, or any Sale Order, the order of precedence is as follows: (i) the Manufacturing Standards; (ii) this Agreement; (iii) the General Terms; and (iv) the Sale Order. Unless otherwise specifically agreed, the parties acknowledge that the pre-printed provisions on the reverse side of any quotation, order, acknowledgement or invoice will be deemed deleted and of no effect whatsoever.