

EXHIBIT A
DIGITAL MARKETINGBOX U.S. INC. GENERAL TERMS OF SALE

1. **GENERAL.** THESE GENERAL TERMS CONTAIN IMPORTANT AND RELEVANT INFORMATION ABOUT THE CLIENT'S AND DIGITAL MARKETINGBOX U.S. INC.'S RIGHTS, OBLIGATION AND REMEDIES in connection with the Goods identified in the Hardware Purchase Agreement (the "**HPA**") of which these terms form a part. PLEASE READ THEM CAREFULLY. Words defined in the HPA shall have the same meaning in these General Terms and vice versa unless expressly provided otherwise in these General Terms or the HPA. The "**Agreement**" means, collectively, the HPA, these General Terms and any Exhibits attached hereto.
2. **SALE.** Company hereby sells to Client and Client hereby purchases from Company the Goods identified in the Agreement subject to and upon the terms and conditions contained in this Agreement.
3. **TRADE TERMS.** Any clause in this Agreement or an Order prescribing the quality, state or fitness of the Goods shall be deemed to be a condition of this Agreement.
4. **PACKING.** All Goods that are to be shipped under this Agreement shall be securely and safely packed in cartons, boxes, envelopes or other containers affording reasonable protection to the Goods contained therein against the elements and other risks of damage, loss or theft normally incidental to the shipment of Goods of the type or kind being shipped.
5. **TIME, PLACE AND METHOD OF PAYMENT.** Payment for the Goods shall be made at the office of the Company as stated herein or otherwise provided to Client by Company.
6. **PASSING OF TITLE AND RISK.** Title to and risk in the Goods shall be deemed to pass from the Seller to the Buyer at the time of shipment.
7. **DELIVERY AND INSPECTION.**
 - (a) Within one week of Client's execution of the Agreement, or at a later date selected by Company with notification to Client, Company shall ship the Goods to Client, such shipment to be tracked by Company. Client shall be solely responsible for installing the Goods, pursuant to Company's installation instructions for the Goods, at the Location identified in the Agreement. Client acknowledges and agrees that Client is solely responsible for obtaining any governmental approvals and permits necessary or advisable for such installation. If the Goods are removed from the Location, Client acknowledges and agrees that Company is under no obligation to provide replacement Goods and that Client bears the sole responsibility for the cost of any replacement Goods. Client shall: (i) be provided a copy of a key or combination to access the Goods for basic cleaning or authorized troubleshooting; (ii) not disassemble or remove any components from the Goods without Company's advance permission; (iii) obtain any waivers or permissions from the owner of the Location property that may be necessary in connection with the Goods; and, (iv) be responsible for any claim or cost to repair the Location after removal of the Goods by anyone including Company.
 - (b) All Goods delivered to the Client shall be subject to the Client's inspection and approval at the place of delivery, but the cost of any such inspection shall be for the account of the Client.
 - (c) The Client shall inspect the Goods within two (2) Business Days of their delivery to the Client, and where the Client fails to inspect the Goods within that time, or having inspected any Goods, fails to notify the Company of any deficiency or defect within two (2) Business Days of the delivery of the Goods, the Client shall be deemed to have inspected and approved the Goods, in which case the Client shall pay the full Price of the Goods in accordance with this Agreement and (subject to its warranty rights under the Agreement or as required by statute) shall have no claim for damages or other compensation in respect of any discrepancy between the Goods supplied and the Goods ordered.

- (d) Where upon the inspection of any Goods delivered to it, the Client determines that:
- i. the Goods are defective or may reasonably be considered to have been in damaged condition at the time when they were shipped;
 - ii. it has not received the quality or quantity of Goods specified in the packing slip accompanying the Goods,
- it shall so notify the Company immediately in writing.
- (e) Subject to subsection (e), unless otherwise directed by the Company, the Client shall return any Goods not accepted after inspection by such method as Company directs, in its sole and absolute discretion, to the plant or office of the Company from which those Goods were originally shipped.
- (f) Where Goods are improperly returned to the Company, the cost of shipment under subsection (d) shall be for the account of, and shall be paid by, the Client.
- (g) Subject to subsection (d), unless the Client otherwise directs, the Company may in its absolute discretion employ any rail or truck freight carrier, courier or other public carrier licensed or purporting to be licensed to carry goods for hire at the place of shipment to the place of delivery as specified by Client, and the Company shall not be liable to the Client for any act, default or miscarriage by the carrier.
- (h) Despite subsection (f), the Company may in its absolute discretion elect to deliver the Goods to the place specified by Client, but no charge shall be payable by the Client where the Goods are so delivered.
- (i) Where the Client takes any step after rejecting any Good that is inconsistent with rejection, the Client shall be deemed to have accepted the Good and must pay the Price of the Goods in full.

8. USE OF UNOAPP IN CONJUNCTION WITH HARDWARE; CONTENT. To use and access the hardware, Client shall be required to register and agree to the terms and conditions governing Company's proprietary on-site facility promotion and marketing web tools known as "UNOapp" available at www.unoapp.com. In the event Client wishes Company to develop any content for use on the hardware or in conjunction with UnoApp (the "Content"), and unless specified and agreed to between the parties as forming a part of the Goods sold by Company to Client, Company and Client shall enter into a separate agreement governing such development and additional fees shall apply.

9. COMPANY'S INTELLECTUAL PROPERTY. Client acknowledges and agrees that the Goods (including without limitation trade secrets, ideas and concepts, know-how, methods, techniques, templates, trademarks, patents, models, licenses, castings, drawings, designs and technical information, and computer software conceived, developed or reduced to practice by Company, including but not limited to the Product and Services provided in connection with the Agreement) (the "Company Intellectual Property"), with the exception of Content provided by Client, are the property of Company. Company retains exclusive rights to the Company Intellectual Property and is hereby merely granting a non-exclusive, non-transferable license to Client to use the Product and Services pursuant to the terms of the Agreement.

10. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances applicable to use of the Product and Services.

11. COVENANTS OF CLIENT. The Client covenants with the Company:

- (a) to designate a responsible employee of managerial level to act as liaison between the Client and the Company;
- (b) to pay all amounts owing by the Client under this Agreement at the time when due.

12. CLIENT'S REPRESENTATIONS AND WARRANTIES.

- (a) The Client expressly warrants to the Company that:

- i. the Client is a duly incorporated, organized and subsisting corporation, and has all requisite powers, capacities, licences and permissions under its governing legislation and the other laws applicable to it, and under its articles of incorporation, by-laws and governing resolutions to,
 - 1. purchase the Goods that the Client has represented as belonging to the Client in any financial statement or representation made by the Client to the Company,
 - 2. enter into, exercise its rights and perform and comply with its obligations under this Agreement,and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by law, contract or otherwise;
 - ii. the Client is not a party to any agreement under the terms of which the Client is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Client under this Agreement;
 - iii. no act or event has occurred that would constitute — or is capable of becoming whether by notice or the passage of time an act or event — default under the terms of this Agreement.
- (b) The warranties given under this section and the covenants of the Client under section 13 shall not be deemed to lapse, merge or be waived as a result of the termination of this Agreement for cause or by consent of the parties, or as a result of the delivery of any Goods under this Agreement, or as a result of any amendment or renewal of this Agreement, but shall survive and remain in effect.

13. COMPANY'S REPRESENTATIONS AND WARRANTIES.

- (a) The Company expressly warrants that:
- i. the Company is a duly incorporated, organized and subsisting corporation, and has all requisite powers, capacities, licences and permissions under its governing legislation and the other laws applicable to it, and under its articles of incorporation, by-laws and governing resolutions to,
 - 1. own and sell the Goods,
 - 2. enter into, exercise its rights and perform and comply with its obligations under this Agreement,and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by law, contract or otherwise;
 - ii. the Company is not a party to any agreement under the terms of which the Company is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Company under this Agreement;
 - iii. the Company has or at the time of delivery shall have good and marketable title to the Goods, free of all encumbrances;
 - iv. all Goods and materials and parts incorporated into the Goods shall not infringe any patent, trade mark, copyright or industrial design belonging to any other person (except where under licence in favour of the Company).
- (b) The warranties given under this section shall not be deemed to lapse, merge or be waived as a result of the termination of this Agreement for cause or by consent of the parties, or as a result of the delivery of any Goods under this Agreement, or as a result of any amendment or renewal of this Agreement, but shall survive and remain in effect.

14. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE HEREUNDER FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, DAMAGE TO, OR LOSS OF, ANY RECORDS OR DATA OR ANY CLAIM OR DEMAND DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF SUCH POSSIBILITY. COMPANY'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR BY STATUTE OR OTHERWISE) TO CLIENT OR TO ANY THIRD PARTY CONCERNING THE PERFORMANCE OR NONPERFORMANCE OF COMPANY, ITS GOODS SHALL NOT IN THE AGGREGATE EXCEED THE AMOUNT PAID BY CLIENT TO COMPANY FOR INITIAL FEES PLUS THE LESSER OF THE MONTHLY FEES PAID DURING THE INITIAL TERM OR THE MONTHLY FEES PAID TO THE DATE OF THE DETERMINATION OF SUCH LIABILITY. CLIENT'S EXCLUSIVE REMEDY FOR

ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL BE FOR COMPANY, UPON WRITTEN NOTICE, TO HAVE THE OPPORTUNITY TO CURE THE BREACH AT ITS EXPENSE, AND FAILING THAT, THE RETURN OF FEES PAID BY CLIENT TO COMPANY FOR THE EQUIVALENT OF INITIAL FEES PLUS THE LESSER OF THE MONTHLY FEES PAID DURING THE INITIAL TERM OR THE MONTHLY FEES PAID TO THE DATE OF THE DETERMINATION OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITATIONS OR EXCLUSIONS SO THEY MAY NOT APPLY TO YOU.

- 15. DISCLAIMER OF WARRANTIES.** CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY CANNOT AND DOES NOT GUARANTEE THAT THE GOODS PROVIDED HEREUNDER WILL OBTAIN TANGIBLE OR QUANTIFIABLE BENEFIT FOR CLIENT. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY SHALL HAVE NO LIABILITY FOR THE FAILURE OF CLIENT AND/OR ITS FACILITY TO OBTAIN FINANCIAL, CRITICAL OR OTHER BENEFIT. CLIENT UNDERSTANDS AND AGREES THAT ALL GOODS ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASES, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.
- 16. FORCE MAJEURE.** Company shall not be liable or responsible for any delay or failure to perform any part of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, labor unrest, riot, embargo, civil or military authority, accident, inability to obtain raw materials or supplies, acts or omissions of carriers, act of God, or other such contingencies beyond its control. Notice with full details of any such event shall be provided to Client as promptly as practicable after its occurrence.
- 17. INDEMNIFICATION.** Client agrees to hold Company harmless and fully indemnify Company against all actual or threatened claims, including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims, made by third parties (including Client's employees) related to (i) Client's business operations; (ii) Client's intellectual property or other materials submitted by Client to Company; (iii) activities Company undertakes at Client's request or instruction; (iv) Client's breach of this Agreement; (v) any personal injury or property damage or other commercial loss arising from the delivery, installation, use, operation, condition, return, removal and re-delivery of the Product; (vi) any use or operation of the Product by the Client that infringes another's intellectual property rights; (vii) any defamatory, offensive, illegal posting on or through the Product by Client, its directors, officers, employees, agents, affiliates, or consultants; or (viii) the impairment, disappearance, damage or destruction of the Product.
- 18. LATE CHARGES AND INTEREST.** Client shall pay an administrative fee on any invoices declined or past due under this Agreement at a rate of fifty dollars (\$50.00) per overdue invoice and 18% per annum calculated monthly from the day such amount was due, with interest on overdue and unpaid interest at the same rate, both before and after default and judgment until the amount past due and the interest thereon is paid in full.
- 19. SUCCESSORS.** The Agreement shall inure to the benefit of and be binding upon the successors and assigns of Company, and the heirs, executors, administrators, successors and permitted assigns of Client.
- 20. APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the domestic laws of the United States and the State of Washington applicable to contracts made and performed in Washington, without regard to conflict of laws principles. Any judicial action related to, to enforce, construe or interpret the Agreement shall be commenced in and adjudicated by the United States District Court for the Western District of Washington, which shall be the exclusive venue for such judicial action, unless such dispute does not fall within the jurisdiction of the United States federal courts, in which case the exclusive venue for such judicial action shall be the Superior Court of Washington, King County.
- 21. NOTICES.** Any and all written notices or other written communication provided for herein shall be given in writing on a business day, delivered either personally or via facsimile transmission addressed to the party

at the applicable address or facsimile number provided in the Agreement. Any notice given by personal delivery will be deemed to have been received on the day of actual delivery if a business day, and if not, then on the business day next following the day of actual delivery, and if transmitted via facsimile before 3:00 p.m. (local time of recipient) on a business day, will be deemed to have been received on that business day, and if transmitted by facsimile after 3:00 p.m. (local time of recipient) on a business day or any other day, then on the business day next following the day of transmittal.

- 22. INDEPENDENT CONTRACTOR.** For purposes of the Agreement, Company is an independent contractor and nothing in the Agreement shall create, or be construed to create, any agency, partnership, joint venture or other form of joint enterprise between Company and Client.
- 23. ATTRIBUTION.** Company may identify Client as a client of Company and may describe generally the Product and Services on Company's website and in all other Company marketing materials.
- 24. INTERPRETATION AND SEVERABILITY.** If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.
- 25. INTEGRATION.** The Agreement (which, as previously defined, includes both the Agreement and this General Terms) constitutes the entire agreement between the parties. No prior or contemporaneous written, oral, or electronic representation form a part of the Agreement, and the Agreement supersedes all prior and contemporaneous electronic, oral, and written agreements, negotiations, and representations between the parties relating to the subject matter of the Agreement. For the sake of clarity, in the event that a prior Agreement has been entered into between Company and Client wherein there is no language addressing automatic renewals of this Agreement, the terms of this Agreement shall override the terms previously agreed to and the Term of said prior agreement shall renew automatically in accordance herewith.
- 26. NO WAIVER.** The failure of either party at any time to enforce any right or remedy available to it under the Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- 27. NO THIRD PARTY BENEFICIARIES.** The Agreement is not intended to, and shall not be construed to provide any rights, remedies or benefits to or for any person or entity not a party to the Agreement.