



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

Terms & Conditions

(Effective January 2020)

These Terms and Conditions apply to all sales by Global Anatomy Project, LLC, a Michigan limited liability company ("Global Anatomy"), of its products ("Products") to its customers (each, the "Customer") as provided in paragraph 1 below.

1. **Terms of Sale.** Customer's issuance of a purchase order in response to the quotation provided by Global Anatomy to Customer (the "Quotation") constitutes Customer's acceptance of Global Anatomy's quotation and these Terms and Conditions. The binding contract between Global Anatomy and the Customer for any purchase and sale of Products (referred to here as the "Agreement") shall consist solely of the Quotation and these Terms and Conditions, as supplemented by any terms expressly agreed in writing by both Global Anatomy and the Customer. The Agreement supersedes all other agreements and understandings (both written and oral) between Global Anatomy and the Customer with respect to the Products and the subject matter of the Agreement. Without limiting the foregoing, and notwithstanding any statements to the contrary which may be set forth in any purchase order, order confirmation or other document issued by the Customer, there shall not be included in the Agreement between the parties (and there shall be completely disregarded) any provision set forth in any such purchase order, order confirmation or other document (whether or not the matters that are addressed in any such provision are consistent with, inconsistent with, or are not addressed in these Terms and Conditions) except to the extent expressly agreed in writing by both Global Anatomy and the Customer.
2. **Price; Payment Terms.** The price of the Products shall be as set forth in the Quotation. Payments shall be made according to the payment terms outlined in the Quotation and/or invoice provided by Global Anatomy to Customer. All payments shall be made in United States Dollars. If the Customer fails to pay any amount when due, then in addition to all other remedies permitted by law, all such unpaid amounts shall bear interest at an annual rate of fifteen percent (15%) per annum until paid in full.
3. **Taxes; Duties.** The purchase price for the Products set forth in any quotation or order acknowledgment issued by Global Anatomy does not include, and the Customer shall separately pay, all applicable sales, use, excise or other taxes and customs or other duties imposed on the sale of the Products, unless the Customer provides to Global Anatomy documentation evidencing the valid exemption of the Customer from such taxes.
4. **Shipment; Delivery.** Global Anatomy will pack and ship the Products by standard air freight to the airport identified in the Quotation at Global Anatomy's cost. Delivery shall occur, and risk of loss and title to the Products shall pass to Customer, when Customer takes possession of the Products at the airport. Customer shall be deemed to have inspected and accepted the Products unless Customer



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

provides Global Anatomy with written notice of rejection within three (3) business days after delivery. Global Anatomy will not incur liability for any delay in delivery for any reason. Delivery dates furnished by Global Anatomy represent the best estimates of the dates on which deliveries will be made. Any delay in the delivery of any installment shall not relieve the Customer of its obligation to accept the remaining installments.

5. **Cancellation; Holds; Changes.** Unless otherwise agreed in writing by Global Anatomy in Global Anatomy's sole discretion, the Customer shall not have the right to cancel, decrease, delay or hold all or any part of any order or any shipment. There shall not be any changes made in the Agreement unless mutually agreed in writing and signed by both Global Anatomy and the Customer, except that Global Anatomy reserves the right to cancel all or any part of any order or shipment without liability if the Customer fails to make payment as required.
6. **Returns.** Unless otherwise agreed in writing by Global Anatomy in Global Anatomy's sole discretion or except as otherwise provided above in connection with inspection and acceptance or below in connection with a warranty claim, the Customer shall not have any right to return all or any Products to Global Anatomy. In the event that Global Anatomy does agree to accept any return, the Customer shall not return any Product until the Customer first obtains a return authorization number from Global Anatomy. Any Products returned to Global Anatomy without a return authorization number will not be accepted by Global Anatomy and will be returned to the Customer freight collect.
7. **Limitation of Liability.** Except as expressly provided herein, in no event shall either party be liable to the other party in connection with this Agreement and/or the Products, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if that party has been advised of the possibility of such damages; (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages; and/or (c) direct damages in an amount in excess of the amounts paid to Global Anatomy for preparation of the Products under this Agreement. Any claim arising out of this Agreement must be initiated within one (1) year of the date the party knew, or reasonably should have known, of the existence of such claim against the other party. The limitations in this section shall apply regardless of the form of the claim in which such liability may be asserted, including breach of contract, tort (including negligence) or otherwise.
8. **Warranty.** Products and service fee items are supplied "as is, where is" and "with all faults." Global anatomy disclaims all other warranties with respect to the products and service fee items, either express or implied, arising by operation of law, course of dealing, usage of trade or otherwise, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
9. **Export and Import Licenses.** Customer shall be solely responsible for obtaining all required export licenses and all other applicable compliance with the export and import laws of the United States of America and those of any other jurisdiction or country that may be applicable. Global Anatomy has no obligation to furnish or obtain any export or import license or similar authorization and is not in



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

any way responsible for the issuance or continuance in force of any such license or authorization. Global Anatomy's obligation to sell and deliver the Products is expressly conditioned on compliance by Customer with all applicable export requirements.

10. **Confidentiality; Intellectual Property.** Any non-public information, including, without limitation, drawings, designs, and any other technical documents or proprietary information that Global Anatomy provides to Customer ("Confidential Information"), shall remain the property of Global Anatomy and shall be treated as confidential by Customer and its representatives and shall not be disclosed to third parties or used for any purpose other than this Agreement without the prior written consent of Global Anatomy. This Agreement shall not transfer or license any intellectual property to Customer except to the extent, if any, expressly provided.
11. **Non-Circumvention.** Global Anatomy as the "**Disclosing Party**" and the Customer as the "**Recipient**" (the Disclosing Party, together with all of the Recipients, the "**Parties**" and each of them, a "**Party**"), agree that:

WHEREAS, the Parties wish to engage in a business arrangement pursuant to which Disclosing Party may introduce Recipient to brokers, sellers, producers, or other intermediaries from or through which Recipient may purchase certain goods (the "**Purpose**"); and, **WHEREAS**, the Parties recognize that in the transactions involved in the business dealings between them or others referred or introduced by them, Recipient may learn from Disclosing Party, or from any person or entity referred or introduced to Recipient by Disclosing Party, the identity, address, telephone, facsimile, email, telex numbers of clients, customers, producers, suppliers, sellers, or buyers, or any broker or agent thereof, that may currently or in the future, directly or indirectly, engage in business with Recipient (hereafter, referred to as "**Confidential Source**"), and other relevant confidential information, which Disclosing Party has acquired by substantial investment in time, expense and effort or which has been made available to Disclosing Party on a confidential basis (for the avoidance of doubt "Confidential Source" includes any clients, customers, producers, suppliers, sellers, or buyers, or any broker or agent thereof, which is introduced or referred to Recipient by any other Confidential Source, regardless of the number of times removed from the initial introduction or referral by Disclosing Party).

NOW, THEREFORE, Recipient, intending to be legally bound, hereby agrees as follows:

1. **Definition of Confidential Information.** Except as otherwise set forth in this Section 0, "**Confidential Information**" means all non-public, proprietary or confidential information of Disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," including, without limitation, (i) information concerning the Disclosing Party's and its business partners', customers' and suppliers' past, present, and future business affairs, including, without limitation, contract terms, product information or manufacturing processes, prices, fees, financing arrangements, schedules, and information concerning the identity



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representatives, supplier information, forecasts, sales and other financial results, records and budgets, marketing, sales information, and any other commercially valuable information; and (ii) all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives (as defined in Section 1) that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”). Confidential Information also includes: (x) the Purpose and the fact that the Parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient’s or its Representatives’ act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient’s or its Representatives’ possession, as established by documentary evidence, before Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information.

2. Use and Disclosure of Confidential Information. The terms and conditions of this Agreement will apply to any exchange of Confidential Information initiated by or involving the Parties, and any addition, renewal, extension, amendment, re-negotiation, or new agreement and for all business transactions between them (hereinafter, referred to as the “**Transaction**”). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 2, shall not disclose or permit access to Confidential Information other than to its employees, officers, directors, professional advisors (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. The Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further use or disclosure. The Recipient will be responsible for any breach of this Agreement caused by its Representatives.
3. Required Disclosure. If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment. Pursuant to the Defend Trade Secrets Act of 2016, if Recipient is an individual, Recipient acknowledges that he/she shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Recipient files a lawsuit for retaliation by the Firm for reporting a suspected violation of law, Recipient may disclose the trade secret to Recipient's attorney and may use the trade secret information in the court proceeding, if Recipient: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

4. Return or Destruction of Confidential Information. Upon the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.
5. No Obligation to Disclose or Negotiate; No Representations or Warranties. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose or to consummate any Transaction. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party shall have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
6. No Transfer of Rights, Title, or Interest. The Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
7. Non-Circumvention. Recipient shall not, directly or indirectly, except in collaboration with or with the express written consent of the Disclosing Party:
 - a. enter into any transaction with any Confidential Source or any other relationship which could have the effect of preventing the Disclosing Party from receiving the full benefit of the Transactions or any other transaction or deal contemplated in the Purpose;
 - b. solicit any Confidential Source to enter into any such transaction;
 - c. induce, solicit, procure, or otherwise encourage its Representatives or any third party or respond to any solicitation from any of the same to enter into any such transaction; or,



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

- d. change, increase, or avoid directly or indirectly payment of established fees, commissions, or continuance of pre-established relationships or intervene in any relationship with any Confidential Source in connection with any ongoing or future Transaction.
8. Term. The rights and obligations of the parties under this Agreement expire five (5) years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
9. Equitable Relief. Recipient acknowledges and agrees that any breach of the confidentiality obligations under this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief in addition to damages and any other remedy available at law or in equity. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, at trial and on appeal, reasonable attorneys' fees, costs and disbursements in addition to any other relief that may be granted.
10. Governing Law, Jurisdiction, and Venue. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Cuyahoga County, Ohio. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. Notices. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices permitted or required under this Agreement will be in writing and will be delivered by electronic mail at the address of the person listed below.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
13. Entire Agreement. This Agreement is the entire agreement of the parties regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.



GLOBAL ANATOMY PROJECT LLC

Facilitating Anatomy Education Worldwide

12. **Independent Contractor/Expenses.** The parties to this Agreement are independent contractors. Neither party has the authority to bind the other or incur any obligation on its behalf. Each party shall bear its own expenses, except to the extent, if any, expressly provided.
13. **Notice.** All notices under this Agreement must be in writing and sent by certified mail, return receipt requested, or overnight courier and shall be effective when received by such party at the address listed herein or other address provided in writing.
14. **Choice of Law; Venue; Jurisdiction.** The parties acknowledge that this Agreement was entered into and will be performed at least in part in Washtenaw County, Michigan or County of Orange, California and the parties acknowledge and agree that the Agreement shall be construed in accordance with Michigan law or California Law per Global Anatomy's sole discretion, without regard to the conflict of laws rules of such state. Each of the parties consents to the jurisdiction of the federal, state and local courts, as applicable, in Washtenaw County or County of Orange and acknowledges and agrees that any suit brought to enforce or interpret the language of this Agreement may be brought only in a court of competent jurisdiction within Washtenaw County or County of Orange. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
15. **Miscellaneous.** Each party shall comply with the laws of all jurisdictions in which it conducts its activities and shall procure and maintain such licenses and certificates of authority as shall be necessary in order for it to do so, including strict compliance with the United States Foreign Corrupt Practices Act which prohibits directly or indirectly offering, promising to pay, or authorizing the payment of money or anything of value to a foreign official in order to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage. This Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, written or oral, relating thereto. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of both of the parties and their respective heirs, successors and assigns. This Agreement shall not be amended or assigned, voluntarily or by operation of law, without the written agreement of both parties.
16. **Counterparts.** This Agreement may be executed in counterparts (including by pdf or facsimile signature), each of which shall be deemed an original.