

TREXO PLUS PURCHASE

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) along with your submitted purchase summary (“**Purchase Summary**”), constitute a legally binding relationship between the Client (“you” or the “Client”) and Trexo Robotics Inc. (“**Trexo Robotics**”, “we”, “us”, or “our”), and governs your purchase, license, and use of the Trexo Plus consisting of the Trexo Plus hardware unit (“**Trexo Unit**”), and its proprietary software (“**Software**”, and together with the Trexo Unit, the “**Trexo**” or “**Trexo Plus**”, as used interchangeably), and any upgrades, support or maintenance services the Company may provide to you from time to time in connection with your purchase of the Trexo (the “**Services**”). By submitting a reservation for the Trexo Plus with us directly through our Website at <https://trexorobotics.com/>, you agree to be legally bound by these Terms and our Website’s Terms of Use and Privacy Policy, which are incorporated by reference into these Terms.

1. DEFINITIONS AND INTERPRETATION

Words and phrases not otherwise defined in this Agreement shall have the following meanings ascribed to them as provided below:

- (a) “**Applicable Law**” means all applicable requirements, laws, statutes, codes, acts, with all applicable government authorities, agencies, bodies or departments, having jurisdiction over these Terms.
- (b) “**Client**” means the individual or the institution that has purchased the Trexo Unit, as set out in the Purchase Summary, and is responsible for the operation of the Trexo for the benefit of the End User (as defined below).
- (c) “**Data**” means any data created, generated or produced by the Client resulting from the use of the Trexo by the Client’s End User, and which is collected and stored by the Company, in compliance with the terms of the Company’s applicable data retention policy and privacy policy.
- (d) “**End User**” means the Client’s End User or the Client itself, and for the sake of clarity, the individual that is using the Trexo.
- (e) “**Tablet**” means the Trexo Tablet included with the Trexo Hardware at no extra cost and included as part of the fees for the purchase of the Trexo Unit, on which the Software is preloaded by the Company.
- (f) “**Event of Default**” means the occurrence of any one or more of the following events: (a) the Client fails to pay any amounts indicated in the Purchase Summary for the Services within five (5) days of the due date or otherwise breaches its obligations under this Agreement; (b) the Client becomes insolvent or makes an assignment of right or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under Applicable Law; (c) a writ of attachment, execution, lien or other similar encumbrance under Applicable Law is levied on the Trexo and is not released or satisfied within ten (10) days.
- (g) “**Intellectual Property**” means, the entire right, title and interest of the Company in and to the Trexo Unit, the Software, the User Manual, product specifications and designs patents (and patents pending), industrial design registrations, whether or not copyrightable, software and firmware, code application programming interfaces, trade secrets, tradenames, trademarks, Confidential Information, and any other intellectual property of the Company such rights or forms of protection under Applicable Law, and in any part of the world.
- (h) “**Purchase Summary**” means the Purchase Summary which we will make available to you by email once you have placed a reservation for the Trexo on our Website, we have completed an assessment, and we have confirmed your order for a purchase of the Trexo Plus. The Purchase Summary is automatically deemed to include all of the terms and conditions of these Terms; provided that whenever the provisions of the Purchase Summary expressly conflict with these Terms, the conflicting provisions of the Purchase Summary shall take precedence over the conflicting provisions of these Terms.
- (i) “**Parties**” means the Client and the Company, and as further identified on the submitted and executed Purchase Summary, and “Party” means either one of them.

(j) **“Personal Information”** means any information relating to identifiable individuals, the collection, use, or disclosure thereof which is regulated by Privacy Laws.

(k) **“Privacy Laws”** means any applicable federal, provincial, and local laws, regulations, and rules governing the collection, use, and disclosure of information relating to identifiable individuals, including the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information Protection and Electronic Documents Act (Ontario), and any similar legislation enacted by any province or territory of Canada, the United States or under Applicable Law of any other jurisdiction.

(l) **“Schedule”** means any schedules, exhibits, or form attached to these Terms, or which may be added hereafter by the written consent of the Parties.

(m) **“Software”** means the Company’s proprietary software preloaded onto the Tablet and the Trexo Unit and licensed to the Client/End User and any future software releases and updates. The Software enables the use and functionality of the Trexo and it is to be used by the Client/End User in conjunction with the Trexo.

(n) **“Training Date”** means the date fixed by the Client and one of our personnel and on which such date training for the operation and use of the Trexo Plus device will be provided to the Client.

(o) **“User Manual”** means the End User Trexo product manual included with the Trexo Unit, and which is incorporated into these Terms by way of reference. The User Manual provides a guideline for the proper use, operation, and functionality of the Trexo.

(p) **“Third Party Materials”** means all materials and information, in any form or medium, including any open-source or other software, content, specifications, services developed by a party other than the Company and that the Company has licensed from the third party or uses with such third party’s authorization, and specifically means, any third party software loaded onto the Tablet and/or the Trexo Unit and which is subject to license terms and conditions that such third party, its subsidiaries, affiliates, licensors, or any other third party may have in place from time to time in respect to the use of the preloaded Software.

(q) **“Website”** means the Trexo website as owned and operated by Trexo Robotics Inc., which is governed by the Terms of Use (<https://trexorobotics.com/terms-of-use/>) and Privacy Policy (<https://trexorobotics.com/privacy/>).

2. TERM

Subject to Article 6, and unless earlier terminated in accordance with Article 14 of these Terms, and/or any termination provisions set out in the Purchase Summary, the term of these Terms shall commence on and as of the date of the purchase of the Trexo, such date which is the date indicated in the Purchase Summary and shall continue indefinitely, for as long as you are in the possession and use of the Trexo (“**Term**”).

3. ABOUT THE TREXO AND THE SERVICES: BREAKDOWN

3.1 The Trexo Plus. As set forth in the User Manual, the Trexo consists of two components, the Software (as defined herein, and further described below), and the actual physical, adjustable, mechanical component of the Trexo, consisting of wearable robotic legs that attach to a walker (the Rifton Pacer Gait Trainer unit), and which serves to assist the Client or the End User of the Client to experience over-ground walking independently (the Trexo “**Hardware**”). The Rifton Pacer Gait Trainer unit is manufactured exclusively by Community Products, LLC dba Rifton (“**Rifton**”), and must be purchased separately, such purchase will be reflected on your Purchase Summary for the Trexo Plus if purchased through us. The Client hereby accepts that we are not liable or responsible for any matters concerning the Rifton Pacer Gait Trainer, including but not limited to, warranties, guarantees, representations, or any other related matters concerning thereto. We are not a subsidiary, distributor, supplier, manufacturer, or affiliate of the Rifton Pacer. All terms applicable to Rifton’s products and services including the Rifton Pacer belong solely to and are determined exclusively by Rifton. If you have any questions or concerns regarding Rifton’s products, you may contact them directly at <https://www.rifton.com/>. Notwithstanding the foregoing, we will attempt to respond to any questions or concerns in connection with the Rifton if purchased through us. If you experience any functional issues with respect to the Rifton within the first 30 days after receiving it, we will arrange to return the Rifton (or any part of the Rifton experiencing such functional issues) at no cost to you.

3.2 The Software. As further outlined in the User Manual, the Software is the controls and data login software and the preloaded application on the Tablet (User Interface) and which is to be used in tandem with the Trexo Hardware for the operation, functionality, and control of the Trexo Hardware, including adjusting the Trexo Hardware, adjusting the gait, adjusting the settings, speed, range of motion, gait pattern, and force. The Software collects and tracks, among other things, the End User's profile information (first and last name, profile picture), the date on which the End User has begun using the Trexo, activity summary, session history, measurement information, and progress ("**Data**"). This Data is collected and processed by the Company to assist us in tracking the functionalities and capabilities of the Trexo as a whole, to improving and enhancing the End User's experience of the Trexo. All such Data will be collected and processed in accordance with our Privacy Policy and compliance with applicable Privacy Laws.

4. LIMITATIONS ON ORDERS AND PROHIBITIONS ON RESALE

4.1 Limitations on Order. We reserve the right to limit or prohibit orders for our products and Services that, in our sole judgment, appear to be placed by dealers, resellers, or any third party not authorized by the Company to deal, resell, or distribute our products or Services.

4.2 Prohibitions on Resale. Unless the Client is authorized by the Company to act as a reseller of the Trexo, the Client is prohibited from purchasing the Trexo to resell the same for profit. Any attempt by the Client to resell the Trexo for profit will be a gross breach of these Terms, and consequently, waive the Warranty (as defined in Section 10.1). The Company reserves the right to enforce its rights under this Article 4, and to bring any action or suit to enforce its rights hereunder and to claim any damages associated therewith.

5. OBLIGATIONS

The Client hereby represents and warrants to the Company that:

- (a) the Client will follow the instructions provided by the Company as provided in the User Manual;
- (b) the Client agrees to use the Trexo and the Services as intended and follow good practices outlined during the training provided by the Company;
- (c) the Client agrees to only allow individuals to operate the Trexo if certified by The Company or by a Phase Three (3) Certified Individual;
- (d) Trexo-trained individuals are eligible for Phase 3 training following completion of 12 active Trexo Plus hours with at least 10 different users; and
- (e) the Client will comply with Applicable Law.

6. PURCHASE

6.1 Payment Terms. You agree to purchase the Trexo by:

- (a) purchasing the Trexo outright for a one-time purchase payment as set out in the Purchase Summary upon submitting a reservation on our Website and upon the Company confirming the Client's eligibility to operate and use the Trexo, paying in full.

All amounts payable under a purchase in connection with the Trexo are exclusive of all taxes the Client may owe in the Client's jurisdiction in accordance with Applicable Law.

6.2 Services. The Client will use the Trexo for the duration of the Term. Unless otherwise indicated in the Purchase Summary, the Company will provide the Client with access to a Trexo in good working order. Subject to Article 10 (Limited Product Warranty), the Company will provide maintenance and repair services of the Trexo by the Company's personnel, upgrades to the hardware and Software deemed appropriate by the Company and ongoing customer service support for the duration of the Term and in accordance with article 10 Limited Product Warranty.

6.3 Reservations. Trexo Robotics reserves the right to change, without prior notice, the design, construction, and type of materials used in the manufacture of the Trexo, and any of its related products (if any). Trexo Robotics further reserves the right to discontinue any of its Products and/or replacement parts, therefore, in compliance with Applicable Law. Trexo Robotics, at its discretion, may modify or increase the fees and costs associated with the purchase of the Trexo, or any other of its products by providing the Client with prior written notice of thirty (30) days.

6.4 What are you buying when you purchase the Trexo (Clarifications). When you purchase a Trexo, you are purchasing the right and title to the Trexo Hardware. You understand and agree that we are not selling, and you are not buying the Trexo Software. We are giving you a license to use the Software during the Term of your agreement with us, on the terms and conditions set out in Section 7.1 (Trexo Software).

7. OWNERSHIP AND INTELLECTUAL PROPERTY

7.1 Trexo Software. The Company hereby grants to the Client a royalty-free, non-exclusive, non-transferable license, without power to sublicense during the Term, to use the Software to permit the Client to use the functionality and features of the Trexo solely for the Client's own internal business (clinical/patient care) purposes. The Client hereby understands and agrees that the Trexo Software is being "licensed" to the Client and not "sold". The Client shall retain title and ownership solely to the Trexo Hardware and not the Software. This license and all rights associated thereto will terminate upon the expiry or termination of the Client's Term, or upon the cessation of the Client's lawful possession of the Trexo.

7.2 License Restrictions. The Client hereby agrees not to, (i) make or distribute copies of the Software; (ii) alter, merge, adapt or translate the Software; (iii) decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code *provided however* that the foregoing will not restrict the Client's rights to exploit any Data which may be incorporated onto, reside in, or form a part of the Software; (iii) sell, rent, lease, host or sublicense the Software; (iv) use the Software in a manner that breaches the rights of any third party, any contract or legal duty or violate any Applicable Law; (v) copy the Software or any part, feature, function or user interface thereof; (vi) remove, obscure, or alter any copyright, trade secret, trademark, patent, or other proprietary rights notice affixed to or displayed on the Software or related documentation; (vii) access or use the Software in order to build a competitive product or service; and (viii) not use and not permit anyone to use the Software other than for its intended purposes.

7.3 Trexo Hardware. In addition to the foregoing, the Client hereby agrees that the Client will not remove, move, cover-up, deface or otherwise interfere with any of the Company's patent markings, copyright notices, tradenames, or Marks as such appear or are placed on the Hardware. While ownership of the Hardware will pass to the Client upon purchasing the Trexo, this does not confer upon the Client a right to disassemble, reverse engineer, remodel, recreate, redesign, imitate, duplicate, remanufacture, copy, or otherwise take similar acts in respect to the Hardware or any other Intellectual Property Rights in connection with the Hardware. All such Intellectual Property rights shall remain exclusively and perpetually with the Company.

7.4 Data Ownership. The Client (or if the Client is not the End User, the Client's End User) hereby assigns all right, title, and interest (including all Intellectual Property rights therein) in and to the Data produced, generated, received from the Tablet and transmitted to the Software, in connection with the End User's use of the Trexo, provided that the Company agrees to only collect, use and store any Personal Information in accordance with the Company's Privacy Policy.

8. PAYMENT AND BILLING.

8.1 Accurate Payment Information. You agree to provide us with the current, complete, and accurate purchase and payment information. You agree to notify us of any changes to your payment information, your account, and any other information, including your email address and credit card numbers, and expiration dates so that we can complete your transactions and contact you as needed. You agree to be solely responsible and liable for all loss, damage, and additional costs that we or any other person may incur as a result of your submission of any false, incorrect, or incomplete information or your failure to update your transaction-related information and payment information as needed.

8.2 Payment Methods; Payment Processing. If a credit card charge is not authorized or accepted, we reserve the right to cancel your order without notice and with no further liability or obligation to you. Unless otherwise specified in the Purchase Summary, to purchase the Trexo, you may make a wire transfer payment to the banking information provided to you. The Company may use a third-party payment processor ("**Payment Processor**") from time to time to process transactions. You authorize and direct us to transmit your Billing Information to our third-party Payment Processor for such purpose. The Payment Processor's terms of service and privacy policy will govern your relationship with the Payment Processor, and the

Company is not a party to your contractual agreement with the Payment Processor. YOU HEREBY WAIVE AND RELEASE TREXO ROBOTICS INC., FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OR ACCESS OF THE PAYMENT PROCESSOR.

8.3 Late Payments and Interest. If a payment is missed by the Client (in connection with the purchase), any such outstanding payments or owing balances must be resolved and paid by the Client to the Company within five (5) business days. Failure to resolve missed payments will lead to an Event of Default. Any overdue amount will be subject to a flat late payment penalty charge of \$50.00. We will charge an additional late payment fee of \$10.00 for each additional day your payment is late. The Client will be held responsible for any Non-Sufficient Funds (NSF) charges levied as a result of any such missed payment(s).

8.4 Taxes. Payment for the Trexo is exclusive of all applicable taxes. Applicable taxes for the Trexo and any Services related thereto (including but not limited to, the purchase, lease, finance, or buyout thereof) are based on applicable federal, provincial, state, and harmonized taxes as charged for products and services under Applicable Law, based on the delivery address associated with your Purchase Summary. Where required, sales tax will also be applied to the shipping and handling charges.

9. SHIPPING AND DELIVERY

The Company will deliver the Trexo Plus to the Client at the provided delivery address or the Client may decide to collect the Trexo Plus at our offices. Trexo will use commercially reasonable efforts to deliver the Trexo in a timely manner but will not be liable to Client in any way for any late shipment. Shipping and handling costs will be reflected in your Purchase Summary, or the first invoice received from the Company. These costs may vary depending on your geographic location and will be calculated prior to shipping the Trexo to you. If you return the Trexo to us, you will be responsible for all shipping and customs costs associated with your return.

10. LIMITED PRODUCT WARRANTY

10.1 Warranty Conditions. Trexo represents and warrants that the Trexo will operate or perform substantially in conformance with the Company's published specifications and be free from material defects in materials and workmanship, when subjected to normal and proper use and storage by a properly trained individual for a period of two (2) years from the date of the Client's purchase and receipt of the delivered Trexo to the Client ("**Warranty Period**"). Subject to separate coverage for certain parts and the exclusions and limitations described in this limited warranty ("**Warranty**") Trexo covers the repair or replacement of the Trexo as necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by the Company that occurs under normal use of the Trexo for the duration of the Term.

10.2 Warranty Restrictions. The Trexo uses a Nickel-Cadmium battery, and much like all Nickel-Cadmium batteries, the battery used to power the Trexo will experience gradual energy or power loss with time and normal use. LOSS OF BATTERY ENERGY OR POWER OVER TIME OR DUE TO OR RESULTING FROM BATTERY USAGE IS NOT COVERED UNDER THIS WARRANTY. Additionally, this Warranty does not cover any damage or malfunction directly or indirectly caused by, due to, or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage, or transport, including, but not limited to,

- (a) failure by the Client to have the Trexo repaired or serviced as recommended by the Company upon discovery of any material defect covered by this limited warranty;
- (b) accidents, collisions, or objects striking the Trexo, and damages, malfunctions, or defects caused by accident, abuse, misuse, mishandling, using the device over rough, uneven or hazardous surfaces, and similarly, use the product otherwise than as directed in these Terms, the User Manual, and any documentation, or instructions (and any updates we may make to any of the foregoing);
- (c) any repair, alteration, modification, service, refurbishment, or tampering of the Trexo (in whole or in part) by anyone other than the Company's personnel or otherwise not authorized by the Company (and for the sake of clarification, any installation or use of any unauthorized parts to repair the Trexo will waive this limited warranty);
- (d) any damage to the Trexo Software, or any loss or harm to any Personal Information or data uploaded to the Trexo via the Tablet resulting from unauthorized access to the Data or Software from any source, including non-Trexo parts or accessories, third party applications, viruses, bugs, malware, or any form of interference or cyber-attack;

- (e) theft or vandalism;
- (f) fire, explosion, lightning, hail, flood, or water exposure;
- (g) normal wear and tear or aging of the Trexo;
- (h) overloading the Trexo beyond the maximum weight rating;
- (i) an event of Force Majeure, including environmental disasters or acts of God;
- (j) other like or similar reasons at the sole discretion of the Company.

In addition to the above exclusions and limitations, expendable items such as ankle joints, paddings, straps, and cuffs are limited in coverage for a period of six (6) months from the date of their receipt, subject to the exclusions and limitations already described in this Warranty.

10.3 Other Exclusions. The following do not form part of this Warranty as they are third party products, and are subject to their limited warranty and end-user terms and conditions:

(a) **Rifton Dynamic Pacer.** The Rifton Dynamic Pacer gait trainer must be purchased separately by the Client, either directly from Rifton USA or from the Company. The Rifton Dynamic Pacer does not form part of the Trexo Warranty and is subject to its own limited warranty as provided by Rifton USA. The Client must at all times comply with the terms and conditions of Rifton USA's warranty applicable to the Rifton Dynamic Pacer.

(b) **Tablet.** The Tablet on which the Software is loaded and which is included with the Trexo does not form part of this Warranty and may be subject to its own limited warranty as provided by the third-party manufacturer. If you are experiencing issues with the Tablet, you can return the Tablet to us, and we will resolve the issue in accordance with such third-party manufacturer warranty.

10.4 Repairs post Warranty: If the Trexo is the object of repairs outside of the Warranty, the Company, warrants that (a) the repairs will be performed in a competent and workmanlike manner, and (b) all parts used to repair the Trexo will comply with published specifications, including parts that may be refurbished, used, or of like materials, and such replaced parts will bear a warranty period of one hundred eighty (180) days from delivery of the repaired item, which warranty is subject to the terms contained in Sections 10.1 and 10.2. The Company will invoice you for costs and fees associated with any repairs under this Section 10.4, as well as any shipping and handling charges associated with shipping replacement parts back to you for the repair of your Trexo.

10.5 Claiming the Warranty (Conditions). To obtain Warranty service, please contact us at ac@trexorobotics.com.

10.6 WARRANTIES EXCLUSIVE. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, PERSONAL AND NON-TRANSFERABLE, AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

11. LIMITATION OF LIABILITY. TREXO ROBOTICS IS NOT A HEALTHCARE PROVIDER AND ALL END USERS SHALL BE RESPONSIBLE FOR SEEKING MEDICAL ADVICE FROM THEIR DOCTOR OR CLINICIAN BEFORE USE OF THE TREXO. USE OF THE TREXO IS AT YOUR OWN RISK AND TREXO SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR INJURIES (INCLUDING ANY FORM OF PERSONAL INJURY OR DEATH) ARISING FROM USE OF THE TREXO (INCLUDING THE DEATH, INJURY OR DISABILITY OF THE CLIENT'S END USERS RESULTING FROM THE CLIENT'S USE OF THE TREXO). IN NO EVENT WILL TREXO ROBOTICS BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF TREXO ROBOTICS HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TREXO ROBOTICS' LIABILITY TO THE CLIENT FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY THE CLIENT.

12. INDEMNIFICATION

You hereby agree that you will indemnify, defend and hold harmless Trexo Robotics, our subsidiaries, affiliates, licensors, partners, officers, directors, contractors, service providers, suppliers, interns and employees, and successors and assigns harmless from all claims, losses, demands, damages, liabilities, costs (including reasonable legal fees), taxes, expenses and proceedings of every kind and nature made by any third-party due to or arising out of, (a) your negligence or willful misconduct or breach of these Terms or the documents they incorporate by reference, (b) your violation of any law or the rights of a third-party; (c) death or disability (including the death or disability of your End Users) arising from your misuse, misappropriation, or tampering of the Trexo, or any of our products (in part or in whole) in violation of these Terms of Use (and specifically, our Trexo Warranty), including failure to abide by the directions and guidelines set out in the User Manual or to apply any training we may provide to you for the proper and safe operation of the Trexo; or (d) breach or violation of Applicable Law.

13. DATA PRIVACY AND PERSONAL INFORMATION

This Agreement is subject to the terms and conditions set forth in our Privacy Policy available at <https://trexorobotics.com/privacy/> all of which are incorporated herein by this reference. We have implemented reasonable organizational, technical, physical, and administrative steps designed to protect the Data against loss, misuse, and unauthorized access or disclosure. Any event regarding Data is subject to the limitation of liability set forth herein. The Client must ensure the safety and security of any information concerning its End User profiles and prevent the unauthorized access or use of the same by any other person other than Client and his/her/its personnel.

14. TERMINATION

14.1 Termination Automatic. These Terms will terminate automatically upon the expiry of the Term.

14.2 Termination by the Company. The Company may terminate this Agreement, immediately upon written notice to the Client in the following circumstances:

(a) failure or breach by the Client to comply with these Terms and/or any other terms and conditions which may be stated in a Purchase Summary, and where such failure or breach is not cured or remedied to the Company's satisfaction within ten (10) days after the Client's receipt of the Company's notice of breach; or

(b) the Client fails to pay any amounts indicated in the Purchase Summary for the Services within five (5) days of the due date or otherwise breaches its obligations under this Agreement.

(c) Notwithstanding the foregoing, the Client hereby agrees and understands that the Company may in the alternative, (I) declare the entire amount of fees, dues and payments for the Term to be immediately due and payable without notice or demand to the Client; (II) commence legal proceedings or obtain a court order or injunction for specific performance (without demand or protest from the Client) to recover the fees or dues from the Client or to enforce its rights under these Terms; (III) disable the Software or access to the Software; (IV) reclaim possession of the Trexo, wherever same may be located, without requiring a court order or other legal action; (V) pursue any other remedy available to the Company under Applicable Law or the principles of equity.

14.3 Termination by the Client. The Client may terminate this Agreement by returning the Trexo to us in accordance with Article 16 (Returns) or if the Company breaches its obligations towards the Client under these Terms.

14.4 Effect of the Termination. Upon any termination of this Agreement, the Client must cease operation and use of the Trexo. If the Trexo is purchased and the Client breaches any provision of these Terms, we reserve the right to disable access to the Software or repossess the Trexo from you without protest or the need for a court order or an injunction. In such case, we will pay for the cost of shipping and handling to have the Trexo returned to us. You will be required to return to us or destroy any Confidential Information in your possession. All rights and obligations we owe to you will cease, and all licenses and grant of rights given to you under this Agreement shall cease and be effective as of the date of termination.

15. CONFIDENTIALITY

The Client agrees to keep confidential any Confidential Information of Trexo Robotics received by the Client in connection with these Terms and to only use such Confidential Information for the purpose of making use of the Trexo in accordance with these Terms.

“Confidential Information” means all information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and includes any non-public information related to the Hardware, the Software, the Services, any other Intellectual Property, the User Manual, the terms of this Agreement, and the terms of the Purchase Summary.

16. RETURNS

The Client has thirty (30) days from the Training Date to test out the Trexo (“**Trial Period**”). If the Client is not satisfied with the Trexo during the Trial Period, or at the very latest, on the completion of the Trial Period, the Client may request a return of the Trexo to the Company in writing and obtain a refund. The Company will then approve the return and request that the Client ship the Trexo back to the Company. Unless the Company directs the Client otherwise, the Client will be responsible for all shipping, handling, and insurance costs associated with returning the Trexo back to the Company. Once the Company has received the Trexo, the Company will process the Client’s refund of the Purchase Value.

17. FEEDBACK

You agree to provide the Company from time to time, with comments, suggestions, information, or feedback (the “**Feedback**”) on the Trexo. You acknowledge and agree that such Feedback may be freely used by us, at our sole discretion, for the design, development, improvement, marketing, and further commercialization of the Trexo and our products and services, without any restrictions based on confidentiality or Intellectual Property rights. You further agree that we may use as Feedback any information transmitted with a Warranty claim you may submit to us.

18. EXTENDED WARRANTY

The Client has the option to extend the warranty of the device for an additional period of three (3) years at the end of the original two-year warranty period covered under the **Limited Product Warranty at the then current price of the Extended Warranty**.

19. GENERAL

(a) **Relationship of the Parties.** Nothing herein shall be construed as implying an employment, partnership, or joint venture relationship between any Client and the Company. Nothing herein shall be construed as empowering either party to act as a representative or agent of the other party. Neither party shall have the authority to enter onto any contract, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided in these Terms.

(b) **Notices.** All notices, approvals, consents, reports, information, and other communications required, permitted, or contemplated to be delivered by this Agreement shall be: (i) in writing and signed by the party giving notice; (ii) delivered to the recipient party at its contact information for notices set forth below; and (iii) deemed delivered on the day it is delivered to the recipient party by hand or an internationally recognized commercial courier service or, if practicable, the day it is sent to the recipient party by normal email transmission, provided that such delivery or transmission occurs on a business day by 5:00 p.m. local time in the time zone of the recipient party, or otherwise on the next business day thereafter. Either Party may immediately modify its contact information from time to time by giving written notice of the new contact information to the other Party. Any notices sent by The Company will be sent to the Client’s address as indicated on the Purchase Summary. Any notices the Client wishes to send to The Company must be sent by the Client to Trexo Robotics Inc., at 6705 Millcreek Dr, Unit 3, Mississauga, ON L5N 5M4, ac@trexorobotics.com.

(c) **Force Majeure.** Except as expressly provided otherwise in this Agreement, non-performance by either Party of each such Party’s respective obligations hereunder (except for the making of payments), will be postponed automatically to the extent and for the period of time that the Client or Trexo Robotics, as the case may be, is prevented by causes outside of its reasonable control from meeting such dates and times by reason of any cause beyond its reasonable control (provided that a lack of financial resources shall not constitute an event beyond the reasonable control of a Party).

(d) **Assignment.** The Client may not assign these Terms or any of its rights, benefits, warranties, or obligations hereunder, in whole or in part, without the prior written consent of the Company, which consent will not be unreasonably withheld, and any attempt to assign these Terms, in whole or in part, without such prior written consent is void. The Company may assign any of its rights and obligations under these Terms at its sole discretion.

(e) **Severability.** If any term, condition, or provision in these Terms is found to be invalid, unlawful, or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in these Terms. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

(f) **Currency.** Unless otherwise specified, all references to amounts of money in these Terms refer to lawful United States currency (USD).

(g) **Entire Agreement; Amendment.** These Terms (together with the Purchase Summary, and any other Schedules attached hereto which are incorporated by this reference), constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever, whether oral or written unless they are expressly incorporated by additional reference in the Agreement. Neither these Terms, the Purchase Summary, nor any other Schedule hereto (or other instrument creating additional obligations) may be modified or amended except by a written instrument executed by both Parties. If any consents of a Party are required, such consents shall not be unreasonably withheld or unduly delayed.

(h) **Modification of Terms; and Amendment.** Trexo reserves the right at its sole discretion to modify (in whole or in part) at any time, these Terms, or any of policies, guidelines, obligations, documents, commitments, representations, and warranties (if applicable) to the Services, by notifying you of any such changes by email, letter mail, posting a notice on the Purchase Summary, the Software, or our Website.

(i) **Waiver.** No term or provision of these Terms is deemed waived and no breach excused unless the waiver or consent is in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

(j) **Surviving Rights.** Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including this Article 19, Article 1 (Definitions and Interpretation), Article 5 (Obligations), Section 6.5 (What you are buying when you purchase the Trexo); Article 7 (Ownership and Intellectual Property), Article 8 (Payment and Billing), Article 10 (Limited Product Warranty), Article 11 (Limitation of Liability), Article 12 (Indemnification), Article 13 (Data Privacy and Personal Information), Article 14 (Termination), Article 15 (Confidentiality), and Article 17 (Feedback).

(k) **Questions and Information Requests.** If you have any questions or concerns regarding these Terms, your use of the Services, or generally, concerning our products or services, or need additional support or information in connection with the lease or purchase of any of our products, or services, including the Trexo Plus, please contact us here:

TREXO ROBOTICS HOLDINGS INC.

+1 (650) 646-7511

ac@trexorobotics.com