**Procurement Agreement**

Buyer：USE Electronics Co., Ltd

Address：No. 83, Sec. 1, Zhongxiao W. Rd., Zhongzheng Dist., Taipei City 100, Taiwan (R.O.C.)

Legal or Authorized Representative：Alvin Hawkins

Seller：

Address：

Legal or Authorized Representative：

1. **INTRODUCTION**Except as otherwise agreed in writing by the Parties, all orders of products Buyer will purchase from Seller（the "Products"）are to be governed by the terms of this Agreement.
2. **PURCHASE ORDER**To meet the request of Buyer's distributors, Buyer may change or cancel an order, which change or cancellation will take effect when mutually agreed in writing by the Parties.
3. **PRODUCT'S WARRANTY**The Products will comply in all respects with the specifications of the order, as well as all samples, drawings, technological data, and relevant product standards.  
   The Products will be packed and secured as specified by Buyer or, in the absence of any such specification, so as to reach Buyer undamaged and intact.  
   The design, manufacture, package, labels and marks of the Products shall comply with any and all applicable laws, ordinances, rules and regulations.  
   Seller warrants that the Products will not infringe any third party's actual or potential patents, copyrights, trade secrets or any other intellectual property rights, and Seller will undertake losses and responsibilities arising from such infringement. Buyer shall provide assistance if necessary.
4. **DELIVERY**Seller agrees to ship products to the Buyer's designated place of delivery in time with the delivery schedules. The date when Buyer receives the Products fully comply with the requirements of this Agreement shall be deemed as the real delivery date.  
   Any late delivery after the specified period will result in liquidated damages of 　8%　 of the purchase order price per day. If Buyer suffers more losses than the liquidated damages, Seller agrees to reimburse the balance Buyer reserves the right to cancel the purchase order at any time without notice if the delay exceeds two weeks for any reason. Seller shall be liable to Buyer for any damages thereby caused.
5. **PAYMENT TERM**After the receipt of the 50% of the total value payment, the Seller Begin the production and the Buyer pay balance of the total value before the loading.
6. **TERM AND TERMINATION**The term of this agreement is one year, January 17, 2021 to January 16, 2022.  
   If either party breaches the Agreement, and fails to cure within 　5　 days upon receipt of notice from the non-defaulting Party, the non-defaulting Party may immediately terminate this Agreement by giving notice to the defaulting Party.  
   After termination, Buyer may choose to continue or terminate the unfinished order, and Seller Shall cooperate.
7. **SIGNATURE AND MODIFICATION**This Agreement is signed in quadruplication, and each Party keeps two copies. This Agreement will take into effect when signed by both Parties.  
   This Agreement may be modified by the Parties agreed in writing.  
     
     
     
     
   Buyer：USE Electronics Co., Ltd  
   Legal or Authorized Representative：Alvin Hawkins  
   Date：2020/12/20  
     
   Sheller：   
   Legal or Authorized Representative：   
   Date：