

**DEVICE COLLECTION & PRODUCT SALES
AGREEMENT**

This Device Collection & Products Sales Agreement (“**Agreement**”) is made effective (“**Effective Date**”), by and between _____, with principal offices located at (“**Buyer**”) and CWork Solutions, LP, with principal offices located at 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, Broadtech, LLC, with principal offices located at 1401 Lakeway Drive, Suite A, Lewisville, TX 75057-6042, and Hyla Mobile, Inc. with principal office located at Park 1 and 2, 1507 Lyndon B. Johnson Freeway, Suite 500, Farmers Branch, Texas 75234 (“**Supplier**”). Supplier and Buyer may be referred to individually as the “**Party**” or collectively as the “**Parties**.”

1. **Definitions.** Capitalized terms used in this Agreement have the meanings set forth below or as otherwise defined in the context of this Agreement and/or any outlined Terms and Conditions identified herein:
 - 1.1 “**Buyer**,” “**you**” or “**your**” refers to the person (individual applicant or company) who uses site, and/or submits bids and/or purchases Products from Supplier.
 - 1.2 “**Device Grades**” means Supplier’s designation and classification of Inventory Products based on testing, functionality, and cosmetics.
 - 1.3 “**Liquidation Auction**” means any sales channel by which the Supplier shall advertise, market, and/or offer Products for bid or sale, including but not limited to electronic auction platforms, invitations to bid, monthly purchase order sales, etc.
 - 1.4 “**Products**” means the items collected by Supplier and sold to Buyer under this Agreement, including handsets, tablets, other wireless devices, accessories, and/or scrapped repair parts (deemed unusable by Supplier), as mutually agreed to by the Parties, and as allowed under applicable laws. Products may also include batteries and doors.
 - 1.5 “**Promotional Content**” means and includes all Offers and any other information, descriptions, or content provided by Supplier or its agents in any medium related to the Products.
 - 1.6 “**R2 Focus Materials**” (“FM”) means and refers to components or materials in Products that warrant greater care during recycling, refurbishment, materials recovery, energy recovery, incineration and/or disposal due to their toxicity or other potential adverse effects on worker health and safety, public health or the environment that can arise if the materials are managed without appropriate safeguards.
 - 1.7 “**R2 Standard**” means the Responsible Recycling Standard for Electronics Recyclers (2013), as may be revised from time to time.

2. **Term and Termination.** This Agreement shall have an initial term of one (1) year commencing on the Effective Date and will automatically renew for successive one (1) year terms, unless otherwise terminated in accordance with the terms of this Agreement. The Supplier shall have the right to deactivate or suspend Buyer access to any Supplier offered Liquidation Processes available under the terms of this Agreement at the sole discretion of the Supplier. Either Party, at its sole discretion, shall have the right to terminate this Agreement upon written notice to the other Party.
3. **Authority.** Supplier warrants that it is in lawful possession and/or control of the Products and that it has full power, right and authority to sell and convey such Products under this Agreement.
4. **Liquidation Auctions and Platform Access.** Pursuant to the terms of this Agreement, Buyer has approved access to Supplier’s Liquidation Auction offerings. In all Liquidation Auctions, Buyer will adhere to the applicable and according Supplier Terms and Conditions of Purchase (“**Terms**”) of each applicable and according Supplier electronic auction platform. The Terms shall also apply to invitations to bid or Products sales offered by Supplier outside of any Supplier electronic auction platform. A link to each applicable Terms can be found in the footer of each accessible electronic auction platform website and are each individually incorporated by reference into the terms of this Agreement.
5. **Process.** Products will be collected and sold by Supplier in accordance with the process determined by Supplier and provided to Buyer, from time to time, as further described in the Terms.
6. **Product Billing and Payments.**
 - 6.1 **Invoice and Payment.** Buyer shall submit the Purchase Price to Supplier under the agreed upon payment terms set forth in the invoice as described in the Terms. The Purchase Price must be paid no later than two (2) business days after invoice receipt. If payment is not received within two (2) business days of the invoice date, Buyer will forfeit any right to purchase Products as invoiced. At the discretion of the Supplier, Buyer’s access to Liquidation Auctions may be suspended or terminated in accordance with the terms herein.
 - 6.2 **Offset.** Supplier may offset any amounts due to Buyer under this Agreement against any other amounts due from Buyer to Supplier under this or any other agreement between the parties.
7. **Environmental Issues.** This Section and its requirements are applicable to Buyers certified to purchase scrapped repair parts

TEMPLATE

from the offered auction platforms.

7.1 Environmental Representations and Warranties. Buyer represents and warrants that:

7.1.1 Unless otherwise approved by Seller in writing, Buyer has obtained an R2 certification, or shall use an R2 certified recycler for the disposal, handling, incineration, storage, transportation or recycling of any Products or their component(s).

7.1.2 Buyer or authorized recycler is in compliance with the requirements of the R2:2013 Standard, agrees to not forward, resell, transfer, or gift, from the Buyer's contractually identified refurbishment facility's address, any non-functioning or data uncleared Products purchased from Supplier to any other entity or repair/refurbishment facility, including such as owned by Buyer. Only Products that are ready for ultimate destruction, recycling, and/or smelting of said Products and/or components of said Products may be transferred to only eligible refurbishment facility(ies) noted in Buyer's Focus Material Management Plan, which will be provided to the appropriate Supplier R2 Auditor upon request.

7.2 Suspension/Revocation of R2 Certification Status. Buyer or authorized recycler must maintain an active and compliant R2 Certification status. Any and all changes in the Buyer's R2 Certification status must be communicated to Supplier by forwarding this notification to the Manager of ISO Compliance at email address gdisposition@assurant.com, within forty-eight (48) hours of notification of status change. Failure of Buyer to notify Supplier within the provided timeframe shall be a breach of Buyer's obligations under this clause and deemed a material breach of this Agreement.

7.3 Buyer currently complies, and will continue to comply, with all Laws of any jurisdiction governing the disposal, handling, incineration, storage, transportation or recycling of Products or their components.

7.4 Buyer has not been convicted of, or received a citation for, a violation of any Law of any jurisdiction governing the disposal, handling, incineration, storage, transportation, or recycling of waste.

7.5 Indemnification arising from Environmental Issues. All determinations regarding the status and handling of Products after title has passed to Buyer in accordance with this Agreement shall be the responsibility of, and made by, Buyer. Buyer agrees to indemnify, defend, and hold Supplier harmless from and against any losses, attorneys' fees, costs, liabilities, damages, penalties, third party claims, demands, actions, or causes of action arising out of, or in connection

with, its disposal, handling, incineration, storage, transportation or recycling of the Products or components thereof, including, but not limited to, losses, attorneys' fees, costs, liabilities, damages, penalties, claims, demands, actions, or causes of action arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (as amended) (CERCLA); arising under Solid Waste Disposal Act (SWDA) (as amended); arising under any federal or state rule or regulation promulgated or approved pursuant to CERCLA or the Resources Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (RCRA); and/or arising under applicable Laws of any jurisdiction relating to the disposal, incineration, stewardship or recycling of Products and components thereof. For the purposes of this indemnification, "disposal", "incineration", and "recycling" shall have the meanings set forth in the statute or regulation under which an indemnification obligation under this paragraph arises or is alleged to arise.

8. **Compliance with Laws.** Buyer represents, warrants, and covenants that it will comply with all applicable federal, state, and local laws, statutes, acts, ordinances, rules, codes and regulations, guidance, circulars, executive orders, and other official releases of or by any government, or any regulatory or other authority, department, or agency thereof, in any applicable jurisdiction anywhere in the world (collectively "Laws") in connection with the Products. At Supplier's request, Buyer shall provide any applicable license or certificate of compliance that verifies Buyer's compliance with Laws. Buyer, including its officers, directors, employees, and agents, shall use only legitimate and ethical business practices in the activities contemplated under this Agreement. Buyer shall fully comply with the U.S. Foreign Corrupt Practices Act, and, as applicable, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery on Foreign Public Officials, and any local anti-corruption laws and laws prohibiting the payment of commercial or private bribes. In connection with this Agreement, neither Buyer nor any of its officers, directors, employees, consultants or agents shall pay, offer, promise or authorize the payment, either directly or indirectly, of any monies or anything of value to any person, including but not limited to any government official or employee, any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage in any commercial transaction or in any government matter. Buyer represent and warrant that neither its owners, officers nor employees are agents, employees, officers, consultants or representatives of any government or any agency or other instrumentality of any government. Buyer agrees to inform the other Supplier of any change in such status or representation. Buyer shall indemnify Supplier

TEMPLATE

against any penalties, losses, or damages (including legal fees, penalties, and costs of investigation) which Supplier may incur because of a breach of Buyer's obligations under this clause.

9. Export Restrictions. Buyer acknowledges that the commodities, software, or technology, including any Products, subject to this Agreement may be subject to economic sanctions, export controls, anti-boycott, import, anti-money laundering, and similar trade control compliance rules, Laws, and regulations of the United States, and other countries and jurisdictions. Buyer agrees to fully comply at all times with all applicable export control Laws (to the extent not penalized by or inconsistent with U.S. law), and will not export, re-export, release, transfer or re-transfer, directly or indirectly, any commodities, software, or technology, including any Products, for any proscribed end-use, to (i) any entity engaged in the manufacture of nuclear, biological, or chemical weapons, or missile technology, or (ii) any proscribed country and any person or entity organized in, resident in or determined to be resident of (including without limitation Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of the Ukraine), (iii) any entity, or person (wherever located), including but not limited to, those entities and persons listed on the U.S. Government's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, Debarred Parties List or Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, or other similar lists issued by a non-U.S. Government, or international organization, or any state or local government, or municipality that relates to export controls, economic sanctions, or anti-corruption, to the extent consistent with U.S. law; or (iv) any person or entity, which owns 50% or more, in the aggregate by one or more persons in the SSI list (the "Restricted Party Lists"), without first obtaining at its own expense written authorization from the U.S. Government authorizing such export, re-export, release, transfer or re-transfer. Buyer represents and warrants that it has in place appropriate screening procedures to ensure compliance with these restrictions and shall diligently apply such procedures in connection with this Agreement. Buyer represents and warrants that neither it nor any of its parents, subsidiaries, affiliates, employees, or its agents or subcontractors receiving Products pursuant to this Agreement, is designated on the Restricted Party Lists, nor are their export privileges denied, suspended, or revoked. At Supplier's request, Buyer will provide a report by IMEI number and PO number to Seller, within five (5) business days from its request, showing the ship to address for designated Products with copies of the respective bill of lading forms to ensure compliance with the terms of this Agreement. Buyer hereby indemnifies Supplier from all expenses and costs resulting from its failure to comply with its obligations under this clause.

10. Data Protection & Privacy. Buyer shall be responsible for (a) complying with all Applicable Data Protection Law with respect to its processing of Personal Information; (b) ensuring it has the right to transfer, disclose, or provide access to, the Personal Information to Supplier for processing pursuant to the Agreement, including but not limited to Know Your Customer screening, and (c) ensuring it shall not disclose any Special Categories of Personal Information to Supplier unless required by applicable law. "Applicable Data Protection Law" means all applicable laws including those arising under common law, statutes, codes, rules, regulations, directives, reporting or licensing requirements, decrees, orders, ordinances, and other pronouncements having the effect of law and with respect to which Buyer or Supplier is legally obligated to comply. For purposes of clarity, "Applicable Data Protection Law" includes but is not limited to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and any law, regulation, act, measure, or guidance implementing the GDPR, as well as any other data protection privacy and information security laws and regulations that may from time to time apply to personal information which Buyer provides to Supplier. References to "Applicable Data Protection Law" mean the Applicable Data Protection Law as may be amended, modified, supplemented, or restated. "Data Subject" means an identified or identifiable natural person whose personal information is subject to processing; an identifiable person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural, or social identity of that person. "Personal Information" means any information relating to a Data Subject. "Process," "Processing" or "Processed" means any operation or set of operations which is performed upon Personal Information, whether by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Special Categories of Personal Information" means Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, Personal Information concerning health, sex life or sexual orientation, or criminal convictions and offenses and such other Personal Information as may be considered Special Categories of Personal Information under Applicable Data Protection Law, such as national identification numbers in certain jurisdictions.

11. NO WARRANTY. ALL PRODUCTS ARE SOLD BY SUPPLIER AND PURCHASED BY BUYER ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. SUPPLIER

MAKES NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS WHATSOEVER WITH RESPECT THERETO, WHETHER ON THE CONDITIONS OR FUNCTION OF THE PRODUCTS OR OTHERWISE. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SUITABILITY OF INFORMATION AND FUNCTIONALITY ARE EXPRESSLY EXCLUDED AND SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY LIABILITIES OF WHATEVER NATURE IN RELATION THERETO. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE PRODUCTS ARE USED PRODUCTS.

12. Tax and Customs.

Buyer will, at Supplier's complete discretion, pay either Supplier or the applicable governmental entity any applicable value added, sales or use taxes or like taxes that are owed by Buyer solely as a result of entering into this Agreement or which Supplier is permitted to collect from Buyer under applicable Law. If Buyer provides to Supplier a valid sales tax exemption certificate, Supplier will not collect the taxes covered by such certificate. Supplier is not liable for any of the taxes that Buyer is legally obligated to pay as a result of Buyer distribution or resale of Products purchased under this Agreement. All such taxes (including without limitation, income taxes, withholding taxes, value added, franchise, gross receipt, sales, use, property or similar taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the distribution of the Products) will be Buyer's financial responsibility. If Supplier is audited by a taxing authority or other governmental entity with respect to a tax matter arising from this Agreement, Buyer agrees to reasonably cooperate with Supplier in order to resolve issues expeditiously. Notwithstanding anything herein to the contrary, Buyer additionally agrees to retain such sales tax records as may reasonably be requested by the taxing authority, and to provide access to such sales tax records to Supplier in the event of such a request, for the applicable statute of limitations.

13. Confidentiality. The Parties have entered into this Agreement with an understanding of mutual non-disclosure. The parties mutually agree to receive the confidential and proprietary information in confidence in order to pursue the actions promulgated un the terms and conditions of this Agreement.

13.1 Confidentiality. Confidential Information shall mean any and all data and information relating to the business of the disclosing party (the "Disclosing Party") which is disclosed to the other party (the "Receiving Party") pursuant to this Agreement, including, but not limited to information about hardware, software, screens, specifications, designs,

plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, "know-how", compilations, market research, marketing techniques and plans, business plans and strategies, customer names and all other information related to customers, including without limitation any "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the Disclosing Party for regulatory, customer relations, and/or competitive reasons. Confidential Information shall also include such confidential and proprietary information or material belonging to a Disclosing Party of or to which the other party may obtain knowledge or access through or because of the performance of its obligations under this Agreement. Confidential Information also includes any information described above which the Disclosing Party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether owned to developed by the Disclosing Party.

13.2 Exceptions. Confidential Information shall not include information which is (a) is or becomes part of the public domain other than as a result of a disclosure to the Receiving Party in breach of this Agreement; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is furnished to others by the Disclosing Party without restriction on disclosure, (d) is independently developed by the Receiving Party at any time, without any breach of this Agreement; (e) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party who the Receiving Party reasonably believes is not bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party; (f) the Disclosing Party expressly agrees in writing does not constitute Confidential Information; or (g) is required to be disclosed by the Receiving Party by judicial or government action.

13.3 Disclosure and Use of Confidential Information. The Receiving Party agrees to use the Disclosing Party's Confidential Information only for the purposes of fulfilling its obligations to the other party and only for the purposes for which it was disclosed.

Receiving Party further agrees not to disseminate, disclose, publish, transfer or otherwise make available Confidential Information to other third parties, without prior written approval from the Disclosing Party or as otherwise required by law, unless such disclosure is necessary for Receiving Party to meet its contractual obligations and that party is similarly bound by the same privacy standards in the handling of the Confidential Information. Receiving Party may disclose Confidential Information to its officers, directors, general partners, employees, agents, financial advisors or attorneys who are directly involved in Receiving Party meeting its contractual obligations and who have a specific need to know such information, and have obligated themselves to hold such Confidential Information in trust and confidence or otherwise comply with the terms of this Agreement. Disclosing Party warrants that the disclosure of the Confidential Information to the Receiving Party is in accordance with applicable state and federal law and the Disclosing Party's own stated privacy policies. Receiving Party warrants that all Confidential Information relating to the Disclosing Party shall be held in confidence to the same extent and in at least the same manner Receiving Party protects its own confidential and proprietary information.

13.4 Ownership of Confidential Information. All Confidential Information shall remain the sole and exclusive property of the disclosing party and shall be returned or destroyed, at the sole discretion of the Disclosing Party, upon any request, expiration of the legal retention period, and/or termination of the parties' relationship. Receiving party shall return or destroy, at its cost and expense, the Confidential Information and all copies or other reproductions of Confidential Information, regardless of format. All such Confidential Information will be shredded and all such electronic or digital records and files will be erased or otherwise rendered unreadable, in a way that prevents the records or files from being practicably read or reconstructed. Receiving Party shall promptly confirm to Disclosing Party the destruction of the Confidential Information.

14. Ownership. Except as expressly provided herein, no license or right is granted hereby, by implication or otherwise, with respect to or under any patent, trademark or copyright, or any patent, trademark, or copyright registration, or other proprietary intellectual property rights of disclosing party.

15. Injunctive Relief. It is agreed that the any actual, attempted or threatened use disclosure or other violation of applicable

privacy and security laws may cause immediate or irreparable injury to the Disclosing Party and that Disclosing Party may not be adequately compensated for such injury in monetary damages. Therefore, the parties acknowledge and agree that, in such event, the Disclosing Party shall be entitled to seek any temporary or permanent injunctive relief or restraining order, in addition to all other remedies available at law or in equity, including costs and reasonable attorney's fees, without posting of a bond, necessary to prevent such unauthorized disclosure to use, or threat of disclosure or use and consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in the Commonwealth of Pennsylvania for purpose of any suit hereunder and to service of process therein by certified or registered mail, return, receipt requested.

16. LIMITATION OF LIABILITY. SUPPLIER SHALL NOT BE LIABLE TO BUYER FOR ANY FAILURE OR DELAY IN DELIVERY DUE TO A CAUSE BEYOND SUPPLIER'S REASONABLE CONTROL. ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. SUPPLIER'S ENTIRE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID TO SUPPLIER HEREUNDER FOR THE APPLICABLE PRODUCT. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. Indemnification. Buyer assumes all liability from the collection, shipment, and use of the Products sold and conveyed under this Agreement. Buyer will indemnify, defend and hold Supplier, its officers, directors, employees and agents, harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) (i) related to bodily injury, death of any person, or damage to property resulting from the negligent or willful acts or omissions of Buyer, (ii) that Supplier may be obligated to pay as the result of any act, error, omission or breach by Buyer in performing its obligations hereunder, or (iii) related to a subsequent sale of the Products by the Buyer.

18. No Partnership or Joint Venture. Each of Supplier and Buyer and their respective employees and agents are independent in relation to the other party to this Agreement with respect to all matters arising hereunder. Nothing herein shall be deemed to establish a partnership, joint venture, association, agency or employment relationship between Supplier and Buyer, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship. Accordingly, Supplier shall neither have nor exercise any specific control or direction over the methods by which Buyer performs its obligations hereunder. Neither party shall in any case be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement. Each party shall remain responsible for and shall indemnify and hold harmless the other party against any and all Federal, State and local personal income, sickness and disability insurance, taxes, payroll levies or employee benefit obligations now existing or hereinafter incurred by Supplier and Buyer, as applicable, with respect to its employees and agents.

19. Severability. If any provision or portion of this Agreement is invalid under applicable statute or rule of Law, it is only to that extent to be deemed omitted and such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein.

20. Waiver and Estoppel. Either Party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options in any way to affect the validity or enforcement of this Agreement. The exercise by either Party of any right or options under the terms herein shall not preclude or prejudice the exercising thereafter of any other right under this Agreement.

21. Publicity. Notwithstanding anything to the contrary in this Agreement, each Party will submit to the other Party, for its prior written approval, any press release or other public statement ("Press Releases") regarding the transactions contemplated hereunder. The failure to obtain the prior approval of the other Party prior to the publishing of any Press Release shall be deemed a material breach of this Agreement.

22. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws. Any dispute, claim or controversy arising out of or relating to the Agreement, or the breach or validity hereof, shall be settled only by a court of competent jurisdiction in the Commonwealth of Pennsylvania. The Parties each waive all

objections to such venue based on inconvenience of the forum. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement. The Parties consent to service of process therein by certified or registered mail, return, receipt requested. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

23. Amendment. This Agreement may be amended only upon written agreement of the Parties. Supplier reserves the right, with or without notice to modify the applicable bid processes, Terms and Conditions, and/or Terms of each applicable auction platform in its sole and absolute discretion. The most current version of these Terms will supersede all previous versions.

24. Audit and Inspection. Buyer shall permit Supplier and/or its designated agent to conduct inspections of Buyer's resale and defacing facilities during normal business hours for the purpose of ensuring compliance with this Agreement, and other requirements regarding the Products purchased, which may be imposed by Supplier, such as exportation, de-labeling, defacing, etc. It is further agreed that Supplier, or an independent third party named by Supplier, shall at Supplier's expense, have the right, upon ten (10) days written notice, to audit or inspect Buyer's records and books in order to confirm Buyer's compliance with this Agreement.

25. Notices. Any legal notices required or permitted under this Agreement shall be in writing and be given by personal delivery or sent by a nationally recognized overnight mail service or United States first-class mail (except notice of termination which shall be sent by a nationally recognized overnight mail service that obtains evidence of delivery or by United States certified mail), postage prepaid, addressed to the party for whom it is intended at its address as follows:

To CWork Solutions LP: CWork Solutions, LP
480 E. Swedesford Road
Suite 350
Wayne, Pennsylvania 19087

To Broadtech, LLC: Broadtech, LLC
1401 Lakeway Drive, Suite A
Lewisville, Texas 75057-6042

To Hyla Mobile, Inc. Hyla Mobile, Inc.
Park 1 and 2
1507 Lyndon B. Johnson
Freeway, Suite 500
Farmers Branch, Texas 75234

With a copy to: Assurant
260 Interstate North Circle,S.E.
Atlanta, Georgia 30339
Attention: Legal Department

To Buyer:

All other forms of notice related to this Agreement, including but not limited to those regarding updates to any Terms for any auction platform, product information, and Products orders may be sent by Supplier to the electronic mail address you have provided to the Supplier or posted to the website for the applicable platform.

26. Assignment. Buyer shall not delegate, subcontract, assign or transfer any of Buyer’s rights, duties, or obligations under this Agreement or the right to purchase the Products without the prior express written consent of Supplier. In the event that Supplier grants any such consent, Buyer shall be solely responsible for the conduct of such agents and assignees, and the granting of such consent shall in no way modify or affect Buyer’s duties to Supplier under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties, and their respective successors and assigns.

27. Further Assurances. Each party agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments, and it will take all reasonable actions, as may be necessary to transfer and convey the Products to Buyer, to ensure the required and timely payment therefor, and to consummate the transactions contemplated herein.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, communications or understandings between the parties, whether written or oral.

29. Bankruptcy. Buyer acknowledges and agrees that (i) this Agreement and all POs (and any addenda thereto), together constitute an integrated, executory contract as that term is used in 11 U.S.C. § 365 or any similar provision of the insolvency laws under which Buyer may be subject (collectively, “Insolvency Laws”); and (ii) the failure of Buyer to make an election pursuant to 11 U.S.C. § 365(a) or similar provision under other applicable Insolvency Laws on or before the 90th day following the date a voluntary or involuntary bankruptcy petition of the Buyer is filed shall cause substantial harm to Supplier and shall constitute “cause” for relief from any automatic stay pursuant to 11 U.S.C. § 362(d) or similar

provision under other applicable Insolvency Laws. Buyer further acknowledges and agrees that Buyer’s post-bankruptcy submission of any PO shall constitute a request by Buyer for Supplier to continue performance and a reaffirmation of all of the terms and conditions of this Agreement, including, without limitation, the rights of Supplier to obtain relief from stay and/or the allowance of expenses pari passu with the expenses of administration given priority under applicable Insolvency Laws.

30. Survival. All terms and provisions of this Agreement, including any and all Exhibits, which by their nature are intended to survive any termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, the parties hereto have accepted and acknowledged this Agreement, together with each applicable Terms and Conditions of Purchase and have caused this Agreement to be executed by their duly authorized representatives.

**BROADTECH, LLC
and
CWORK SOLUTIONS,
LLP
By its General Partner
SIGNAL GP, LLC**

Signature:

Signature:

Printed Name:

Printed Name:

Title

Title

Date

Date

HYLA MOBILE, INC.

Signature:

Printed Name:

Title

Date