

# Purchase Agreement

**Contract Number: PO-90804**

## Preamble

This Purchase Agreement (the "Agreement") is made and entered into as of 01/16/2024 (the "Effective Date"), by and between Fontara Inc., a company incorporated under the laws of the United States with its principal office located at 123 Financial Space, Washington, D.C., and Fontara Corp., a corporation organized under the same laws, having its principal place of business at 456 Finance Plaza, Washington, D.C. Both Fontara Inc. and Fontara Corp. are collectively referred to as the "Parties" and each individually as a "Party".

## Recitals

Whereas, Fontara Inc. is engaged in the Business of providing financial services and desires to procure certain goods and services from Fontara Corp. Whereas, Fontara Corp. specializes in offering high-quality products suitable for financial service operations and agrees to supply such products under the terms set forth herein. Now, therefore, in consideration of the mutual covenants herein, the Parties agree to the following terms and conditions.

## 1. Definitions

In this Agreement, the following terms shall have the meanings set forth below. "Products" shall refer to the goods and services offered by Fontara Corp. to Fontara Inc. as outlined in Exhibit A. "Term" shall mean the initial two-year period commencing on the Effective Date and expiring on 01/16/2026, subject to renewal under this Agreement. "Confidential Information" refers to any proprietary data or information disclosed by either Party that is marked or identified as confidential at the time of disclosure.

## 2. Purchase and Sale

Fontara Corp. agrees to sell, and Fontara Inc. agrees to purchase the Products described in Exhibit A, which shall include financial analysis software components and related technical consulting services. The quality standards shall be consistent with industry best practices, subject to the delivery and performance criteria set forth in Appendix B. The Parties acknowledge that the quantities, pricing, and specifications shall be defined through mutually agreed purchase orders.

## 3. Purchase Price and Payment Terms

The Purchase Price for Products shall be set forth in the applicable purchase orders and payable in United States dollars. All payments shall be made within forty-five (45) days of receipt of an undisputed invoice. Any amounts not paid when due shall bear interest at a rate of

one point five percent (1.5%) per month, compounded monthly, or the maximum amount permitted by applicable law, whichever is less. Fontara Inc. shall remit payments via electronic funds transfer to Fontara Corp.'s designated account as specified in Exhibit C.

## **4. Delivery and Acceptance**

Fontara Corp. shall deliver the Products to Fontara Inc.'s designated facilities, as specified in each purchase order, under the Incoterms CIF (Cost, Insurance, and Freight). Fontara Inc. reserves the right to inspect the Products within fifteen (15) days of delivery. Acceptance shall occur unless Fontara Inc. provides written notice of rejection citing quality non-conformance within this period. Fontara Corp. shall promptly remedy defects or replace rejected items at no additional cost.

## **5. Title and Risk of Loss**

Title and risk of loss for each shipment of Products shall pass to Fontara Inc. at the point of delivery, as defined in the applicable Incoterms. Fontara Corp. shall maintain insurance coverage for the Products until delivery is completed.

## **6. Warranties and Remedies**

Fontara Corp. warrants that the Products will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. In the event of a breach of warranty, Fontara Inc. shall notify Fontara Corp., who shall provide Repair, Replacement, or Refund as Fontara Inc.'s sole remedy, within thirty (30) days from receiving notice.

## **7. Taxes and Duties**

Fontara Inc. shall be responsible for all sales, use, value added or similar taxes applicable to the purchase of Products, excluding any taxes based on Fontara Corp.'s income. Any duties, levies or charges imposed in transit shall be borne by Fontara Corp.

## **8. Confidentiality**

The Parties acknowledge that this Agreement includes confidential details, pricing models, and proprietary specifications from Fontara Corp. necessary for Fontara Inc.'s review and use. Both Parties agree to protect such Confidential Information with the same care as their own and restrict disclosure to those employees with a need to know for executing this Agreement.

## **9. Indemnification**

Each Party shall indemnify and hold harmless the other against any third-party claims, liabilities, or expenses arising from breach, negligence, or intellectual property infringement, subject to prompt notice and exclusive defense rights being maintained by the indemnifying Party.

## 10. Limitation of Liability

Neither Party's aggregate liability for any claims arising under this Agreement shall exceed the total fees paid hereunder, except for instances of willful misconduct or gross negligence. Liability for indirect or consequential damages is expressly excluded.

## 11. Termination and Suspension

Either Party may terminate this Agreement for cause by providing written notice to the other Party specifying the nature of the breach, with a cure period of sixty (60) days. Termination for convenience requires thirty (30) days written notice. In the event of termination, existing orders shall be honored unless specified otherwise.

## 12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of laws principles. The Parties agree to resolve disputes through mediation in Washington, D.C., before resorting to litigation or arbitration.

## 13. Miscellaneous

This Agreement represents the entire understanding between the Parties regarding the subject matter, superseding any prior agreements. Notices shall be sent to the addresses identified above and shall be deemed received when acknowledged in writing. Neither Party shall assign this Agreement without the other Party's prior written consent, except in the event of a change in control. Force majeure provisions shall apply, excusing obligations under unforeseen events. The validity, legality, or enforceability of any provision shall not affect the validity of the remainder of the Agreement.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the dates below:

Fontara Inc.: \_\_\_\_\_

Name: [Name of Signatory]

Title: [Title of Signatory]

Date: \_\_\_\_\_

Fontara Corp.: \_\_\_\_\_

Name: [Name of Signatory]

Title: [Title of Signatory]

Date: \_\_\_\_\_