



**World Food
Programme**

**Programme
Alimentaire
Mondial**

**Programa
Mundial de
Alimentos**

**برنامج الأغذية
العالمي**

PURCHASE ORDER

UN - World Food Programme

WFP, Rome, Italy

SUPPLIER

ISABEL Techonologies Inc.
600 California Ave
San Francisco, CA 94130 USA
Tel No: 16465316182
Email: eric@isabel.io

Purchase Order No.: WFP/ITHQ/2017/4800279545
Vendor: 50063735
Issue Date: 19 December 2017
Delivery Date: 31 December 2017
Payment Terms: 30 Days Due Net
Payment Currency: USD
Reference: HQ17NF474wvr

PURCHASING OFFICE:

WFP, Rome, Italy
Via Cesare Giulio Viola 68/70
Rome 00148 Italy
Buyer: HQ Int'l Proc.Unit
Tel No.: (39) 06 6513 2295
Fax No.: (39) 06 6513 2807
Email: goods-services.procurement@wfp.org

CONSIGNEE:

WFP Headquarters
Via Cesare Giulio Viola 68/70
Rome 00148 Italy
Tel No.:0039 06 65134444
Fax No.:0039 06 65134441

- Please acknowledge receipt of this Purchase Order using the attached form within three (3) days.
- UN General Conditions of Contract attached to this order apply.

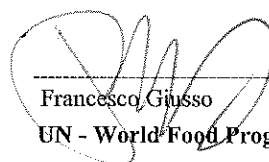
				Currency	USD
Item	Description	Order Qty	Unit	Unit Price	Total Price
001	Hydro App Field -Test first installment	1	each	16,500.00	16,500.00
002	Hydro App Field Test second installment.	1	each	16,500.00	16,500.00
003	Deposit platform design	1	each	22,000.00	22,000.00
004	Hydro Web Platform Design First installm	1	each	15,000.00	15,000.00
005	Hydro Web Platform - Second installment	1	each	15,000.00	15,000.00

GRAND TOTAL

USD

85,000.00

Approved by:



Francesco Giusso
UN - World Food Programme

Date

PURCHASE ORDER GENERAL TERMS AND CONDITIONS (NON-FOOD PURCHASES)**1. GOODS AND SERVICES DEFINED**

Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw material, components, intermediate products and products which the Supplier is required to supply under the Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, transportation and such other obligations as required under the Purchase Order.

2. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Suppliers signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of the Purchase Order, as specified herein. Acceptance of the Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind the World Food Programme (WFP) unless agreed to in writing by a duly authorized official of WFP.

3. PAYMENT

Payment by WFP does not imply acceptance of the goods nor any related work or services under the Purchase Order. WFP shall, on fulfillment of the Delivery Terms, unless otherwise provided in the Purchase Order, make payment within 30 days of receipt of the Suppliers invoice for the goods, proof of dispatch and any other documents specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms. Unless authorised by WFP, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order identification number. The prices shown in the Purchase Order may not be increased except by express, written agreement of WFP.

4. TRADE TERMS

Whenever an INCOTERM is used in the Purchase Order, it shall be interpreted in accordance with the INCOTERMS 2010.

5. PRIVILEGES AND IMMUNITIES

Nothing in, or related to, these General Conditions or the Purchase Order shall be deemed a waiver, expressed or implied, of any privilege or immunity which WFP may enjoy, whether pursuant to the convention on Privileges or Immunities of the United Nations, or any other convention or agreement.

6. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. Accordingly, the Supplier authorizes WFP to deduct from the Supplier's invoices any amount representing such taxes, duties or charges charged to WFP by the Supplier. Payment of such adjusted amount shall constitute full payment by WFP. In the event any taxing authority refuses to recognise WFP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with WFP to determine a mutually acceptable procedure. WFP may specifically authorize, in each instance, the Supplier to pay such taxes, duties or charges under protest. The Supplier shall then provide WFP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

7. EXPORT LICENCES

Notwithstanding the INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

8. FITNESS OF GOODS AND PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for the purposes expressly made known to the Supplier by WFP, that the goods are new, of current manufacture and are free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their final destination. Unless a longer period is specified in the Purchase Order or provided by the manufacturer, the Supplier warrants and certifies that it will repair or replace without expense to WFP or its clients any goods or components which prove to be defective in design, material or workmanship within one (1) year from the date such goods are placed in use.

9. AFTER SALES SERVICE

The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from WFP or its clients for technical maintenance, service, repairs and overhaul of goods.

10. INSPECTION

The duly accredited representatives of WFP shall have the right to inspect the goods called for under the Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. Any inspection carried out by representatives of WFP, or any waiver thereof, shall not prejudice the implementation of the other relevant provisions of the Purchase Order concerning the obligations subscribed by the Supplier, such as warranty or specifications. Inspection of goods prior to shipment does not relieve the Supplier from any of its contractual obligations. WFP shall have ninety (90) days after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order.

11. SETTLEMENT OF DISPUTES

(A) Amicable Settlement: The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Purchase Order or to the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

(B) Arbitration: Unless, any such disputes, controversy or claim between the Parties arising out of or relating to the Purchase Order or the breach, termination or invalidity thereof is settled amicably under Clause 11 (A) within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WFP OR THE UNITED NATIONS

Unless specifically authorized in writing in each instance by WFP, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for the WFP and/or the United Nations. The Supplier shall not use the name, emblem or official seal of WFP and/or the United Nations or any abbreviation of the name of WFP and/or United Nations for advertising or for any other purpose.

13. ANTI-FRAUD, ANTI-CORRUPTION POLICY

(1) The Contractor acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.A/2015/5-E/1) (the "Policy"), WFP has zero tolerance for Fraudulent, Corrupt, Collusive, Coercive and/or Obstructive Practices (as such terms are defined below).

(2) In particular, and without limitation, the Contractor represents and warrants to WFP that it has not, and it shall not, at any time:

(a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, WFP and/or any other party to obtain a financial or other advantage or to avoid any obligation to benefit the perpetrator or a related party ("Fraudulent Practice"); (b) offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("Corrupt Practice"); (c) enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of WFP and/or any other party ("Collusive Practice"); (d) impair or harm, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ("Coercive Practice"); (e) deliberately destroy, falsify, alter or conceal evidence material to the investigation or making false statements to investigators in order to materially impede a duly authorized investigation into allegations of corrupt, fraudulent, coercive or collusive practice; and/or threaten, harass or intimidate any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or engage into any act intended to materially impede the exercise of WFP's contractual rights of access to information ("Obstructive Practice", and together with Fraudulent, Corrupt, Collusive and Coercive practices, "Prohibited Practices").

(3) The Contractor shall communicate the Policy to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices. The shall include this model clause in

PURCHASE ORDER GENERAL TERMS AND CONDITIONS (NON-FOOD PURCHASES)

its agreements with any subcontractors and/or other agents which are in any way involved in the implementation of any project funded by the Purchaser.

(4) The Contractor shall promptly disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that the Contractor becomes aware of. To that end, the Contractor shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation or review of Prohibited Practices by WFP, including by allowing WFP to access and inspect its premises as well as any records, documents and any other relevant information, including financial, electronic and IT records, relevant to its contractual relationship with WFP, including allowing WFP to take copies of any such records, documents or information; and

(5) The Contractor expressly acknowledges and agrees that any breach of this clause by the Contractor or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Contract, which entitles WFP to immediately terminate this Contract without incurring liability to the Contractor in such regard;

(6) Furthermore, the Contractor expressly acknowledges and agrees that, in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Contract, the rights to: (i) apply and enforce the relevant reasonable sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and (ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices.

14. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis WFP. The Supplier, its personnel and subcontractors shall not be considered in any respect as being the employees of WFP. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

15. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to WFP. Suppliers may not communicate at any time to any other person, government or authority external to WFP any information known to them by reason of their association with WFP which has not been made public, except in the course of their duties or by authorization of the Executive Director or her designate; nor shall Suppliers at any time use such information to private advantage. The Supplier shall refrain from any action which may adversely affect WFP. These obligations do not lapse upon termination/expiration of the Suppliers agreement with WFP.

16. CHANGES

WFP may, at any time, by written instructions make changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to the Purchase Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Purchase Order shall either be amended or terminated and reissued accordingly. No notification of or change in the terms of the Purchase Order shall be valid or enforceable against WFP unless it is in writing and signed by a duly authorized official of WFP.

17. TERMINATION FOR CONVENIENCE

WFP may terminate the Purchase Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from WFP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as WFP may request the Supplier to complete.

18. ASSIGNMENT AND INSOLVENCY

The Supplier shall not, except after obtaining the written consent of WFP, assign, transfer, pledge or make other dispositions of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order. Should the Supplier be adjudged bankrupt, or should control of the Supplier change by virtue of insolvency, WFP may, without prejudice to any other rights or remedies, terminate the Purchase Order forthwith by giving the Supplier written notice of such termination.

19. RIGHTS OF WFP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including, but not limited to, failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, WFP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods or services from other sources, in which event WFP may hold the Supplier responsible for any excess cost occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate the Purchase Order without any liability for termination charges or any other liability of any kind of WFP; (4) require the Supplier to ship at its own expense, via premium means, to meet the delivery schedule; (5) impose liquidated damages. Acceptance of goods delivered late shall not be deemed a waiver of WFP's rights to hold the Supplier liable for any loss and/or damage resulting there from, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

20. LIQUIDATED DAMAGES

Subject to Clause 21, late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the purchase order value. WFP has the right to deduct this amount from the Supplier's outstanding invoices, if any.

21. FORCE MAJEURE

Notwithstanding the provisions of Clauses 19 and 20, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under the Purchase Order is the result of an event of Force Majeure. For the purposes of the Purchase Order, Force Majeure shall mean Acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Supplier shall give notice and full particulars in writing to WFP of such Force Majeure. If the Supplier is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under the Purchase Order, WFP shall then have the right to cancel the Purchase Order by giving, in writing, seven (7) days notice of termination to the Supplier.

22. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by WFP of the goods sold under the Purchase Order does not infringe on any patent, design, trade name or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold WFP and the United Nations harmless from any actions or claims brought against WFP or the United Nations pertaining to the alleged infringement of a patent, design, trade name or trademark arising in connection with the goods sold under the Purchase Order.

23. TITLE RIGHTS

WFP shall be entitled to all property rights including, but not limited to, patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organization by the Supplier. At the request of WFP, the Supplier shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organization in compliance with the requirements of the applicable law.

24. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save WFP harmless and defend at its own expense WFP, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or subcontractors in or relating to the performance of the Purchase Order. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims. WFP will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co-operate with the Supplier, at the Supplier's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of WFP. The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with WFP against any moneys due or to become due for any work done or materials furnished under the Purchase Order, or by reason of any other claim or demand against the Supplier.

25. ANTIPERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle WFP to

Purchase Order:

WFP/ITHQ/2017/4800279545

19 December 2017

PURCHASE ORDER GENERAL TERMS AND CONDITIONS (NON-FOOD PURCHASES)

terminate the Purchase Order immediately upon notice to Supplier, at no cost to WFP.

26. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle WFP to terminate the Purchase Order immediately upon notice to the Supplier, at no cost to WFP.

Revision: 2015



WFP

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wfp.org

Purchase Order: WFP/ITHQ/2017/4800279545

19 December 2017

PURCHASING OFFICE: WFP, Rome, Italy - Via Cesare Giulio Viola 68/70 - Rome
Tel No: 0039 06 65134444 Fax No: 0039 06 65134441

ACKNOWLEDGEMENT COPY

IMPORTANT

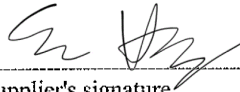
The Supplier is required to sign and return the Acknowledgement Copy to the address or fax number shown above. Failure to do so may result in the cancellation of the order without notice.

SUPPLIER

ISABEL Techonologies Inc.
600 California Ave
San Francisco, CA 94130 USA
Tel No: 16465316182

Purchase Order No.: WFP/ITHQ/2017/4800279545
Issue Date: 19 December 2017
Delivery Date: 31 December 2017
Delivery Terms:
Delivery Destination: WFP Headquarters
Mode of Shipment:
Payment Terms: 30 Days Due Net
Payment Currency: USD
Total Value: 85,000.00

WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THE ABOVE ORDER


Supplier's signature

12/20/2017

Date

Eric Hager CEO

12/20/2017

Name and Title

Date