

MASTER TERMS AND CONDITIONS OF SALE

SIERRA PACKAGING AND CONVERTING, LLC

1A. SALE OF PRODUCTS.

(a) All shipments, services, sales, and quotations between Sierra Packaging and Converting, LLC, a Nevada limited liability company ("Seller") and the undersigned purchaser ("Purchaser") for the purchase of products ("Products") shall be subject to these Terms and Conditions of Sale, including all exhibits and attachments hereto (these "Terms" or this "Agreement"). Purchaser acknowledges receipt hereof and accepts these Terms. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY RESPONSE HERETO BY PURCHASER OR IN PURCHASER'S INITIAL ORDER ARE HEREBY REJECTED BY SELLER WITHOUT NEED OF FURTHER NOTICE OF REJECTION AND SHALL BE OF NO EFFECT AND IN NO CIRCUMSTANCES BINDING ON SELLER. Seller's acceptance of any order offered by Purchaser is EXPRESSLY MADE CONDITIONAL on Purchaser's assent to these Terms, and under no circumstances will any terms other than these Terms apply to Seller's sale of the Products.

(b) Seller's quotations are binding on Seller for sixty (60) days after receipt by Purchaser. Each order of Products shall be in writing and no order of Purchaser shall be binding on Seller until the earlier of (i) shipment to Purchaser of Products or (ii) transmittal of a written acceptance by Seller. Seller's failure to respond to Purchaser's order within two (2) weeks after receipt of the order shall be a rejection of the order.

(c) Purchaser may not cancel any order after it has become binding pursuant to subsection (b) above. Notwithstanding the foregoing, either party may cancel an accepted order which has not yet been produced if the other party (i) makes an assignment for the benefit of creditors, (ii) becomes party to a voluntary or involuntary proceeding of insolvency, bankruptcy or reorganization, (iii) generally becomes unable to pay its debts as they become due, (iv) in the case of Seller, if Purchaser fails to remit payment to Seller in accordance with the terms hereof and such failure continues for 10 days after Purchaser's receipt of notice from Seller concerning Purchaser's non-payment, or (v) breaches any other material term, provision or condition contained in these Terms which breach continues for 30 days after such party receives written notice of such breach. If Purchaser terminates an order in accordance with the foregoing, Purchaser shall nevertheless be liable to Seller for the full purchase price for all Products represented by such terminated order completed at the time of termination but not yet shipped and for all of Seller's costs and expenses (but not the profit component) for all Products in process at the time of termination.

(d) All references in sales brochures, data sheets, and offers as to specifications, price, and other details of the Products are approximate and shall not be binding on the Seller unless expressly set out in an accepted quotation or order or otherwise agreed to in writing. Seller may, from time to time, update and replace Products in its line. Seller reserves the right to substitute updated Products, provided that such updated Products meet the requirements of this Agreement and the specifications of the ordered Products in all material respects and are sold for the same price as the ordered Products.

(e) Purchaser acknowledges that Seller's acceptance of any purchase order is dependent on Seller's prior approval of Purchaser's credit. Purchaser shall cooperate should Seller from time to time request reasonable assurances of Purchaser's

continuing ability to pay by requesting such trade or banking references or a letter of credit or such other information as reasonably deemed adequate by Seller.

1B. Termination. Purchaser may, upon not less than ninety (90) days' prior written notice to Seller, terminate this Agreement, or terminate any applicable purchase order which is not then binding on Seller pursuant to subsection (b) above. Termination of this Agreement shall not affect Purchaser's liability to Seller for orders already placed which are then binding pursuant to subsection (b) above.

2. DELIVERY.

(a) All shipments are delivered FOB (INCOTERMS 2010) Purchaser's facility. Seller may, at its option, prepay freight charges and seek reimbursement from Purchaser. In the event that Purchaser fails to accept delivery of the Product, Seller shall have the right to store the Product at the Purchaser's cost and expense until such Product may be sold for a reasonable price to a third party.

(b) All dates of delivery set forth in an accepted order under subsection (b) above, are binding on Seller, unless specifically indicated otherwise.

(c) If Purchaser requests any modification of the order after Seller's acceptance, Seller shall have the right to extend the delivery time period as reasonably needed to complete Purchaser's changed order and to reasonably adjust the terms of sale and purchase price.

(d) Without limiting its obligations under Exhibit 1, Seller reserves the right to make partial shipments. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept the remaining delivery.

3. PURCHASER ARTWORK, ENGRAVINGS, AND DESIGNS.

(a) Purchaser shall pay Seller's costs for all artwork, engraving, and stop-press orders requested by Purchaser. Any change in design, size, or color of a special print Product shall be subject to Seller's approval and reasonable and applicable additional charges. Artwork and engravings shall be held by Seller for a reasonable period, but not in excess of three (3) years after last use. Shades and color of printing will be duplicated with usual commercial variations, as exact duplication cannot be guaranteed.

(b) Purchaser represents and warrants that any artwork, engraving, designs, or other marks provided by it to Seller for inclusion with the Products does not constitute an infringement of any trademark, trade right, or copyright of any other person. Purchaser shall indemnify, defend, and hold harmless Seller from a third-party claim of any cost, expense, or loss that Seller may incur as a result of the violation of Purchaser's representations and warranties in this section.

4. ACCEPTANCE.

Purchaser shall inspect all Products immediately following arrival thereof at the destination, and shall give written notice to Seller within ten (10) business days of any claim that the Products are nonconforming, provided that a reasonable inspection should have revealed such non-conformity. Such written notice shall, if applicable, include a notation on the delivering carrier's original

bill of lading of any missing or damaged components; provided, however, failure to include such notation shall prevent Purchaser from successfully making a claim under this Section 4. If Purchaser shall fail to give such notice within ten (10) business days, Purchaser is deemed to have accepted the Products.

5. PRICES.

(a) Unless otherwise agreed to in writing, all prices are set out in U.S. Dollars and exclusive of packaging, handling, freight, insurance, taxes, and tariffs. The charges and/or expenses shall be invoiced monthly in arrears, and shall be paid within ten (10) business days except for any amounts disputed by Purchaser in writing in good faith. If payment is not paid in full within the time period specified on the invoice, then Seller shall be entitled to charge interest on the delinquent invoice at a rate equal to the lesser of (i) 18% per annum, or (ii) the highest rate permitted by applicable law. The foregoing shall be in addition to and not in lieu of any other remedies Seller may have at law or in equity for such delinquency.

(b) Prices for Products are subject to change with 60 days prior written

6A. WARRANTIES.

(a) Seller warrants that the Products (i) shipped will be those Products that were duly ordered by the Purchaser; (ii) will be free from any material defects in workmanship, material and design; (iii) conform to applicable specifications; (iv) be fit for their intended purpose and operate as intended; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights (except as set forth in subsection 6A(b) below).

(b) The Seller makes no warranty and disclaims all liability for the infringement of third party intellectual property rights arising from the Purchaser's use of the Products or from any intellectual property (artwork, engraving, designs marks etc) provided by Purchaser.

(c) **THE FOREGOING WARRANTY OF SELLER IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE THE ONLY WARRANTIES OF SELLER.**

(d) **PURCHASER ACKNOWLEDGES THAT, IN THE EVENT PURCHASER RECEIVES NON-CONFORMING PRODUCTS, PURCHASER'S WARRANTY REMEDIES AGAINST SELLER ARE LIMITED TO THE EXCLUSIVE REMEDIES OF (1) RETURN OF THE PRODUCTS AND RETURN OF THE PURCHASE PRICE PAID, OR (2) REPLACEMENT OF NON-CONFORMING PRODUCTS. PURCHASER ACKNOWLEDGES THAT IT SHALL BE AT THE EXCLUSIVE DISCRETION OF SELLER AS TO WHICH REMEDY SHALL BE AVAILABLE TO PURCHASER IN THE EVENT PURCHASER RECEIVES NON-CONFORMING PRODUCTS.**

6B. INDEMNIFICATION. (a) Seller shall defend, indemnify and hold harmless Purchaser and Purchaser's customers (collectively, "Purchaser Indemnitees") against any and all third party claims for loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees

and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with Seller's negligence, willful misconduct or breach of the Terms. Purchaser shall immediately notify Seller in writing of any claim for which it intends to seek indemnification hereunder and shall allow Seller to participate in the defense thereof (or to control same if Purchaser's insurance company does not do so). Seller shall not enter into any settlement without Purchaser Indemnitees consent which consent shall not be unreasonably withheld delayed or conditioned.

(b) Purchaser shall defend, indemnify and hold harmless Seller and Seller's affiliates (collectively, "Seller Indemnitees") against any and all third party claims for loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with any intellectual property, specifications or materials provided by Purchaser or from Purchaser or Purchaser's negligence, willful misconduct or breach of the Terms. Seller shall immediately notify Purchaser in writing of any claim for which it intends to seek indemnification hereunder and shall allow Purchaser to participate in the defense thereof (or to control same if Seller's insurance company does not do so). Purchaser shall not enter into any settlement without Seller. Indemnitee's prior written consent which consent shall not be unreasonably withheld, delayed or conditioned.

7. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN ALL EVENTS, THE LIABILITY OF EACH PARTY HEREUNDER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (A) TWO TIMES THE TOTAL AMOUNT PAID OR TO BE PAID BY PURCHASER HEREUNDER AND (B) \$2,000,000.00 EXCEPT FOR LIABILITY RELATING TO INDEMNIFICATION OR BREACH OF CONFIDENTIALITY HEREUNDER, NEITHER PARTY SHALL BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

8. SECURITY INTEREST.

Purchaser hereby grants Seller a security interest in the Products and all proceeds thereof to secure Purchaser's obligations to Seller. From time to time, Seller shall be entitled to exercise all rights and remedies available to a secured creditor under applicable law. At Seller's request, Purchaser agrees to execute and deliver to Seller any and all documents necessary to perfect Seller's security interest, including all UCC financing statements. Purchaser further appoints Seller as Purchaser's attorney in fact for the purpose of executing all documents on Purchaser's behalf, and filing all uniform commercial code financing statements which are necessary will be to perfect and maintain Seller's security interest in the Products.

9. PROTECTION OF TRADE SECRETS AND CONFIDENTIAL INFORMATION.

Except as required by law, Purchaser shall not disclose any of the terms or conditions of an accepted order, including without limitation, pricing information, to any third party for any reason whatsoever. All non-public, confidential or proprietary information, including specifications, drawings, models, samples, designs, other information, or data, whether written,

oral, or otherwise, furnished by or on behalf of a party shall remain the property of such party, and shall be returned (together with all copies) promptly upon the disclosing party's request. Such information shall be treated as confidential, and shall not be used, disclosed or reproduced by the other party, except as required in the course of performance hereunder or as otherwise permitted hereunder or in connection with any dispute arising hereunder or relating hereto. Each party's obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of three (3) years from the date of Seller's acceptance of the last order to which the items of confidential information in question pertain; *provided, however*, that each party's obligations of confidentiality hereunder with respect to any such items of information which qualify for trade secret protection under applicable law shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes hereof, the confidentiality obligations embodied herein do not extend to any information, which, at the time of disclosure, was (i) already known or independently developed by the receiving party; (ii) in the public domain through no wrongful act of the receiving party; or (iii) received by the receiving party from a third party who was free to disclose such information. The parties acknowledge that the rights of a disclosing party hereunder are in addition to those rights such party may have under common law or applicable statutes for the protection of trade secrets. Upon demand by the disclosing party, the receiving party shall immediately return all information subject to this section to the disclosing party provided that the receiving party may nevertheless retain any copies stored in the cloud or on any back up media and pursuant to its document retention policy. Notwithstanding the foregoing, all working prepress files are property of Purchaser. When Seller executes prepress work, working prepress files will be sent back to Purchaser (in the form of illustrator files) immediately upon completion of work, and revisions thereafter. Seller will not release working files related to items awarded to them by Purchaser and will not share printer spec information with any other party outside of Purchaser and other than with any subcontractor or consultant providing services to Seller in connection with any Products Seller is providing hereunder, provided such subcontractor or consultant is advised that it must comply with the non-disclosure obligations set forth herein.

10. GOVERNING LAW.

This Agreement shall be governed by, and construed, interpreted and enforced under the laws of the State of Delaware without giving effect to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply.

11. SUBMISSION TO JURISDICTION.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located, New York County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail to such party's address set forth on the signature page hereto shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

12. MISCELLANEOUS.

(a) Each party shall comply with any and all reasonable guidelines for the Products, as may be received in advance from the other party from time to time provided that such guidelines shall not be applicable to purchase orders which are then binding pursuant to subsection 1(b) above. Purchaser shall supply Seller with all information Seller reasonably requires to fulfill its obligations and duties to Purchaser hereunder.

(b) Notwithstanding anything herein to the contrary, Seller shall not be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond Seller's control. If such force majeure shall continue for a period of more than thirty (30) days, Purchaser shall have the right to withdraw the unfulfilled portion of any non-binding order in writing, obtain a pro-rata refund for any prepaid fees and shall have no further obligations to Seller thereunder.

(c) Neither party shall assign the rights or obligations under this contract to a third party without the express prior written consent of the other which consent shall not be unreasonably withheld, delayed or conditioned, provided that such consent shall not be required with respect to any subcontract by Seller, any assignment to any affiliate or any assignment to a successor that acquires all or substantially all of a party's business.

(d) Except as otherwise expressly provided herein or in a written document, signed by Seller and Purchaser, this document and attachments and exhibits thereto constitute the entire agreement between Seller and Purchaser with respect to the subject matter herein contained and all prior agreements and communications between Seller and Purchaser, whether oral or written, are superseded by this Agreement.

(e) No modification, limitation, waiver, or discharge of this Agreement or of any of its terms shall bind the parties unless in writing and signed by a duly authorized employee of both parties.

(f) The failure of Seller to insist, in one or more instances, on performance by Purchaser in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof.

(g) All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below, or to such other address that may be designated by the receiving party, with respect to itself, in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

(h) In case any terms or conditions of this Agreement should be or become unenforceable under applicable law, the remaining provisions, stipulations, and conditions of this Agreement shall not be affected thereby.

(i) Each party shall comply in all material respects with all federal, state, local and foreign laws, rules and regulations

applicable to its performance of this Agreement, including export and environmental laws, rules, and regulations.

(f) A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

(g) Seller agrees that it will not, without prior written consent of Purchaser use in advertising, publicity or otherwise the name, trademark or logo of Purchaser, or any affiliate of Purchaser, or refer to the existence or terms of this Agreement in press releases, advertising or materials distributed to prospective customers except to indicate that Purchaser is one of its customers.

(h) The following sections shall survive the termination or expiration of this Agreement: Sections 1B, 3(b), 5, 7, 9, 10, 11 and 12 and any other section that, by its nature, would continue beyond the termination or expiration of this Agreement.

(i) This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. An electronic or PDF signature shall be acceptable and shall be given the same effect as an original signature.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.

DATE: _____

PURCHASER:

SELLER:

SIERRA PACKAGING AND CONVERTING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Addresses for Notices:

Addresses for Notices:

11005 Stead BLVD
Reno, NV 89506

Fax: _____

Fax: _____

Email: _____

Email: _____