



## **Purchase Order Addendum Maximum Re-Sale Price NuRinse® Hand Sanitizer**

In consideration of the ongoing Coronavirus (COVID 19) Pandemic, the Buyer (anyone purchasing from NuGeneration Technologies, LLC DBA "NuGenTec") agrees to comply with all applicable State, Federal and International anti-price gauging laws. Buyer further agrees NOT re-sell NuRinse Hand Sanitizer (the "Product") for more than 150% above the Sale Price quoted by NuRinse® for the Product. Buyer acknowledges that this is a material term of the Purchase Order and that any breach thereof will result in material harm to NuGenTec's reputation with the public and in the business community. The buyer further agrees and acknowledges the precise amount/value of the harm to NuGenTec is not easily calculated. Therefore the Customer agrees that, in addition to any damages, which may be awarded at law, NuGenTec is entitled to injunctive relief precluding the further re-sale of NuGenTec's NuRinse Hand Sanitizer by the customer, along with liquidated damages in the sum of \$18.00 for each gallon of the Product purchased by Customer as an appropriate remedy in the event of Customer's breach. Customer acknowledges and agrees that the amount of the liquidated damages represents a fair and reasonable estimate of the damages which will be sustained by NuGenTec. The buyer further agrees that it will be responsible for the payment of any attorney fees or other costs associated with the enforcement of this Purchase Order Addendum by NuGenTec.

The parties agree that the validity, operation, and performance of this Purchase Order Addendum Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware which shall have exclusive jurisdiction over any dispute or claim associated in any manner with this addendum.

Revision Date: March 24, 2020