

PRODUCT DEVELOPMENT AND MANUFACTURING AGREEMENT

This **PRODUCT DEVELOPMENT & MANUFACTURING AGREEMENT** (this "Agreement") is entered into on the dates set forth below, to be effective as of the ____ day of _____, 2022 by and between: **GLOBALPRODUCTMAKERS.COM LLC**, a Utah limited liability company ("GPM"); and, _____, a company residing in, or incorporated in _____ ("Client"). The All parties are referred to collectively herein as the "Parties" and sometimes individually as a "Party."

Recitals

A. GPM contracts with clients, corporations, individuals and businesses for product research and development, product design, prototyping, and manufacturing of market ready products in a variety of industries.

B. Client is interested in contracting with GPM for product design work of a product summarized in **Exhibit A** (the "Product") to this Agreement.

C. The Parties wish to enter into this Agreement to memorialize their agreement concerning the development of the Product.

Definitions

The terms, when used in this Agreement, shall have the meanings ascribed to them in this Section 1:

1. "Product" shall mean any item or service Client desires to sell to serve an end user's need or wants, items may include but are not limited to electronic hardware, printed circuit boards, embedded firmware, software, molded plastics, or fabrics developed by GPM pursuant to this Agreement in accordance with the Specifications, together with the information provided by the Client in Exhibit A.

2. "Specifications" shall mean the specifications for the Product as directed by Client, together with any additional specifications or modifications to the specifications that may be agreed to in writing by the parties during the term of this Agreement.

3. "Intellectual Property" shall mean all intellectual property other than the technology owned by GPM prior to the Effective Date or licensed to GPM by a third-party, and used in the development of the Product. Other terms shall have the meanings ascribed to them in the body of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Development & Manufacturing. Client hereby retains GPM to design, develop, and manufacture, and GPM hereby agrees to design, develop, and manufacture the Product in accordance with (1) the project outline set forth on the delivered Scope of Work in Exhibit A and/or (2) the Product Specifications developed jointly by Client and GPM also included in Exhibit A. The Parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product Specifications. GPM shall be responsible for delivering and performing only those professional services specifically identified in the Product Specifications. Any modifications to the Product Specification shall be pursuant to a change order.

2. Change Order. In the event Client desires to make any modifications to the Product Specifications or a deliverable, Client must provide a detailed change order in writing. This may be provided in the form of email, certified letter, or via technologies and/or tools provided by GPM. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

3. Client Responsibilities. Client agrees to perform all tasks assigned to Client as set forth in this Agreement, the Product Specifications, or a Change Order, and to provide all assistance and cooperation to GPM to complete timely and efficiently the Product. GPM shall not be deemed in breach of this Agreement, the Product Specifications, a Change Order, or any milestone in the event GPM's failure to meet its responsibilities and time schedules is caused by Client's failure to meet (or delay in) its responsibilities and time schedules set forth in the System Specifications, a Change Order, or this Agreement. In the event of any such failure or delay by Client, (i) all of GPM's time frames, milestones, and/or deadlines shall be extended by the product of the number of days of Client's failure multiplied by two (2); and (ii) Client shall continue to make timely payments to GPM's as set forth in this Agreement, the Product Specifications, and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by GPM. Client shall be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support operation of the Product.

4. Fees. Client agrees to pay GPM the total amount for services and manufacturing summarized in **Exhibit B** for GPM's work under this Agreement ("Payment"). Client understands **Exhibit B** represents a best estimate, and that fees may increase during the life of this Agreement due to circumstances outside of GPM's control. If a fee increase is necessary GPM shall detail for the Client reasons for any increase.

5. Work Completion. GPM currently estimates the timing for Product completion and manufacturing are summarized in **Exhibit B**. These timelines are an approximation only. During this time, regular updates will be forward from GPM to Client, including designs of the Product as the Product development evolves.

6. Confidentiality of Information and Non-Disclosure.

(a) During the term of GPM's employment or association with Client and thereafter, GPM agrees to keep confidential all information provided by the Client, excepting only such information as is already known to the public, and including any such information and material relating to any customer, vendor, licensor, licensee, or

other party transacting business with GPM, and not to release, use, or disclose the same except with the prior written permission of the Client.

(b) Notwithstanding the foregoing, GPM is expressly authorized to disclose Product information to parties whose involvement with the product development GPM deems necessary, including manufactures, patent attorneys, CAD designers, and the like.

7. Remedies for Breach of Agreement. In the event of violation of the terms of this Agreement, or in the event of any breach or threatened breach of any kind of this Agreement, the Parties acknowledge and agree that the Parties may resort to any one or more of the following remedies, which are intended by the Parties to be cumulative and to be available to the Parties in addition to any and all other rights and/or remedies that may be available to the Parties at law or equity:

(a) Parties may seek alternative dispute resolution.

(b) Obtain an injunction or other equitable relief preventing the Parties from releasing the information or attempting to circumvent or breach any provision of this Agreement.

(c) Obtain and/or seek to obtain all such other legal and/or equitable remedies to which the Parties may be entitled under applicable law, including, without limitation, monetary damages.

(d) Withhold ownership and work product from the other Party until final payment is remitted.

8. Ownership of Work Product. GPM hereby agrees that, after termination of this Agreement and payment of its fees, GPM shall have no proprietary interest in any work product developed or used by GPM and arising out of Client's association with GPM unless otherwise provided in writing. However, GPM shall retain all rights in the product and development until and unless full payment is remitted by Client, including, but not limited to, execution of appropriate copyright applications or assignments, patent applications or assignment, etc. All work product developed or used by GPM and arising out of Client's association with GPM shall be deemed and considered a "Work Made for Hire" as defined in U.S. copyright laws, including, but not limited to, the United States Copy Right Act, Title 17, United States Code.

9. Right of First Refusal. Client understands and agrees that this Agreement creates a proprietary interest for GPM in Client's Product because of the designing and ongoing manufacturing, and as such, Client shall extend an irrefutable Right of First Refusal to GPM in the event Client seeks outside product design or manufacturing services. Under this scenario, Client shall provide GPM an opportunity to match services, and shall extend a ten (10) percent net revenue sharing from all sales of Client's Product.

10. Survival of Covenant. The obligations of each party under this Agreement shall survive the termination or cancellation of the Agreement or of the GPM's employment,

work-service contract, or other association with GPM, and vice-versa for a period of five (5) years. Any rights created from the "Right of First Refusal" paragraph shall survive the life of the product, or the Parties agree in writing otherwise.

11. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect until complete payment of the fees due or until terminated as provided for in the Agreement.

12. Entirety. This Agreement shall constitute the entire contract between the Parties and supersedes all existing agreements between them, whether oral or written, with respect to the subject matter hereof. No change, modification or amendment of this Agreement shall be of any effect unless in writing signed by the owners of Client and GPM.

13. No Waiver. The failure of either party to terminate this Agreement for the breach of any condition or covenant herein shall not affect either party's right to terminate for subsequent breaches of the same or other conditions or covenants. The failure of either party to enforce at any time, or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

14. Further Documents. Each of the Parties shall execute and deliver all such other and additional documents and perform all such acts, in addition to execution and delivery of this Agreement and performance of the Party's obligations hereunder, as are reasonably required from time to time in order to carry out the purposes, matters and transactions that are contemplated in this Agreement.

15. Warranty. GPM warrants that all Products developed pursuant to this Agreement shall be of merchantable quality, fit for their particular purpose, and free from defects in material and workmanship for a period of twelve (12) months from the date of installation. In the event any Product fails to meet this warranty requirement due to product defect, GPM will, at its cost and expense, either repair or replace the Product.

16. Limitation of Liability. Under no circumstances shall GPM, its contracted providers, officers, agents, attorneys or anyone else involved in creating, producing, or distributing Client's Product be liable to Client for more than the fee set forth in the payment schedule.

THE TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) TO THE OTHER SHALL NOT EXCEED THE DEVELOPMENT FEES SET FORTH IN THIS AGREEMENT.

17. Client Indemnity. Client agrees that it shall defend, indemnify, save and hold GPM harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney fees, (collectively "Liabilities") asserted against GPM, its contracted providers, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by Client, its

agents, employees or assigns. Client agrees to defend, indemnify and hold harmless GPM against Liabilities arising out of (i) any injury to any person or property caused by any products sold or otherwise distributed in connection with the Product; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary right

18. Attorney Representation. Client acknowledges that any attorney whom GPM retains to assist with the Product development shall represent GPM exclusively during the term of this Agreement. Any intellectual property created by said attorney will later transfer to Client in accordance with the terms of this Agreement. Client acknowledges they may seek independent representation in executing this Agreement.

19. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Utah.

20. Severability. Should any provision of this Agreement not be enforceable in any jurisdiction, the remainder of the Agreement shall not be affected thereby.

21. Counterparts . This Agreement may be executed in any number of counterparts. A set of counterparts showing signatures by all Parties, taken together, shall constitute a single copy of this Agreement. This Agreement may be executed by original or fax signature.

22. Recitals . The recitals set forth above are a part of this Agreement.

23. General Provisions. Other provisions of this Agreement may included with Exhibit A & Exhibit B, etc., if attached, as a part of this Agreement.

24. Incorporation by Reference. A letter of intent signed by the Parties contemporaneously with this Agreement is incorporated by reference herein.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

GLOBAL PRODUCT MAKERS, LLC., a Utah corporation;

Date: _____

By: _____

Name: _____

Title: _____

CLIENT

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

(Client-Provided Scope of Work and Product Specifications Summary)

EXHIBIT B

(Payment Schedule & Design and Manufacturing Timelines)

PRODUCTION SERVICES	TIMING	FEEs
Design	6 Weeks	\$10,000
Prototyping	3 Weeks	\$5,000
Manufacturing	12 Weeks	MOQ-10K-\$1.50 per unit
BUSINESS SERVICES		
Incorporation		
Marketing		
Website		