SCHEDULE C

TREAD GLOBAL TERMS AND CONDITIONS OF SERVICE

The Tread Global Terms and Conditions of Service (the "***Terms***") apply to all Services performed by Tread Global and form part of the Agreement between Customer and Tread Global Inc for Services. By entering into an Agreement with Tread Global for Services or by receiving Services from Tread Global, Customer agrees to the following terms and conditions.

1. SERVICES. Tread Global performs Consulting and Project Management Services related to the sourcing of design, manufacture, transportation and importation (collectively the "***Services***") of finished goods and prototypes ("***Products***"). Tread Global shall act as Customer's representative to source, negotiate and obtain goods or services from qualified suppliers for the purpose of Product Development. Tread Global sources independent contractors such as but not limited to, shipping logistics specialists, attorneys practicing in or familiar with jurisdiction of where product will be manufactured, customs brokers, production factories and manufacturing facilities, suppliers, graphic designers, engineers, quality control specialists. The specific Services to be performed for Customer shall be set forth in a separate Statement of Work ("***SOW***"), which shall be subject these Terms and shall be mutually agreed by the Parties.

2. PRICING AND PAYMENT TERMS.

2.1 Prices and additional payment terms for the Services shall be set forth in an applicable Statement of Work. Customer shall pay all fees for the selected Service as specified in the SOW ("***Service Fee***"). Customer agrees that: (i) payment obligations are non-refundable; (ii) additional Service Fees will be incurred if Customer changes the scope, upgrades or purchases more Services during any Term, (iii) all costs and fees charged to Tread Global by any independent contractors or suppliers incurred in providing the Service shall be paid by Customer.

2.2 All Service Fees are due and payable upon receipt of invoice by Customer. All payments shall be made in U.S. dollars and, unless otherwise agreed by Tread Global, be paid via ACH or wire transfer to the Tread Global account set forth in the invoice. Deposit and or Payments instructions are subject to change and shall be determined by Tread Global.

2.3 If payment is not received within thirty (30) days from date of invoice, such late payment shall be subject to a service charge equal to 1.5% per month of the amount due (or the maximum legal rate, if less). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Tread Global reserves the right to suspend performance of the Services without liability to Customer, until such amounts are paid in full. In the event of non-payment the Customer will reimburse Tread Global for all costs and expenses (including but not limited to legal, collection, storage and late fees due to factories) incurred in the collection of any overdue amount. Without prejudice
to any other rights which Tread Global may have, in the event of nonpayment of any sums outstanding on the due date, Tread Global shall have the right to cease supplying other Goods ordered by the Buyer from Tread Global whether under this contract or any other. After ninety (90) days past due Tread Global has the right to liquidate said goods to recover all expenses. The Buyer understands that each payment is non-refundable.

3. TAXES. Fees for Services do not include any federal, state, county, or local sales, excise tax, or taxes imposed by any foreign governmental entity unless otherwise stated. Other than taxes on Tread Global's net income, Customer is solely responsible for, and shall pay all such taxes, including personal property, inventory, gross receipts, sales, value added and use taxes related to the Services and Products.

4. INDEPENDENT CONTRACTOR. Tread Global provides Services to Customer as an independent contractor. Nothing herein is intended, nor shall be construed, to create an employment, agency, partnership, joint venture or other relationship.

5. TERM AND TERMINATION

5.1 TERM. The term of this Agreement shall commence on the Effective Date and shall continue in effect until all Statement of Works have been completed, terminated or have expired. This Agreement may be renewed upon mutual agreement of the parties. The initial term and any and all renewal terms are referred to herein as the "*Term*."

5.2 TERMINATION. Either party may terminate the Agreement or a Statement of Work thereunder if the other party: (a) fails to cure any material breach of these Terms within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party. Tread Global may terminate any Statement of Work, or the Agreement, for convenience upon 30-days prior written notice, provided that Tread Global will refund any already paid Service Fees pro rated for any remaining Term after such termination for convenience. No refund will be given in the event of termination for cause by Tread Global.

6. CONFIDENTIALITY.

6.1 DEFINITION. "***Confidential Information***" means information disclosed by a party ("Discloser") to the other party ("Recipient") that is marked "Confidential," or that is confirmed in writing to be confidential within ten (10) business days of oral disclosure. Regardless of marking, (i) Tread Global's Confidential Information includes the Service, the Order Form, pricing, supplier lists, and information regarding the Services not publicly known; and (ii) Customer's Confidential Information includes Customer's Product plans. Confidential Information does not include any information that: (i) is or becomes publicly known through no fault of the Recipient; (ii) was known to the Recipient prior to disclosure by Discloser without violation of any confidentiality obligation to Discloser; (iii) is received by Recipient from a third party with no duty of confidentiality; or (iv) is independently developed by Recipient.

6.2 NON-DISCLOSURE. Recipient will use the same degree of care to protect Discloser's Confidential Information that it uses to protect its own confidential information, but no less than reasonable care. Unless authorized by Discloser, Recipient shall only use Confidential Information as needed to perform under these Terms, and shall not disclose any Confidential Information to any third party except to Recipient's personnel and subcontractors requiring the Confidential Information to perform under these Terms and who are bound by written confidentiality obligations with respect to the Confidential Information. Recipient may disclose Confidential Information if compelled by law to do so, but will promptly give Discloser notice of such compelled disclosure to the extent permitted by law.

7. NON-COMPETITION. Customer acknowledges that Tread Global's Confidential Information includes information regarding Tread Global's suppliers, contract manufacturers, designers, mold developers, and other service providers with whom Tread Global sources and contracts to provide Services for Tread Global's customers. As such, information about such suppliers, their identity, prices, location and services is proprietary to Tread Global's business. Customer agrees that during the Term of the Agreement and for 2 years thereafter, Customer shall not retain, contract with, or disclose the identity of Tread Global's suppliers, either directly or through a third party, without the express written permission of Tread Global.

8. REPRESENTATIONS AND WARRNTIES.

8.1 The parties have the power to enter into and perform this Agreement, and the execution of this Agreement has been duly authorized by all necessary corporate action.

8.2 This Agreement constitutes a valid and binding obligation on each party, enforceable in accordance with its terms.

8.3 No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting the parties, their business or properties, their financial or other condition, or the transactions contemplated under this Agreement.

8.4 No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective .

8.5 Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by it would constitute a default or violation of the parties' articles of incorporation, bylaws, or any license, lease, franchise, mortgage, instrument, or other agreement.

8.6. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PARTIES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE PARTIES HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INSURANCE. Tread Global is not an insurer, does not carry insurance on Customer's Products and does not provide or sell insurance services. Insurance related to loss or damage of Products during manufacture, transportation, storage and other events is at Customer's sole risk of loss. Customer represents and warrants to Tread Global that it has secured adequate insurance covering damage, loss or theft to Products.

10. INDEMNITY. Except to the extent of Tread Global's negligence or willful misconduct, Customer shall at all times indemnify, defend and hold harmless Tread Global, its agents and employees from and against all actions, settlements, losses, damages, claims, costs, and expenses (including reasonable attorney's fees), relating to or in any way arising from the negligence and willful misconduct of Customer, including, without limitation, claims for bodily injury, death and damage to property or to

Customer's agents, contractors and employees asserted, against Contractor which claims relate, directly or indirectly, to Customer's Products or performance under this Agreement.

11. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, war, civil commotion, fire, or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused. This clause shall not apply to obligations to pay for Services performed hereunder.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF LIABILITY AND DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER FOR ALL DIRECT DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS DUE AND PAYABLE TO TREAD GLOBAL OVER THE TWELVE MONTH PERIOD PRECEEDING THE CLAIM AT ISSUE.

12.2. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TREAD GLOBAL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, AND LOST OPPORTUNITY COSTS), PUNITIVE, OR OTHER EXTRAORDINARY DAMAGES OF ANY KIND RESULTING, FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND EVEN IF TREAD GLOBAL OR CUSTOMER ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE PROHIBITION ON THE FOREGOING TYPES OF DAMAGES SHALL APPLY WHETHER THE DAMAGES ARE CHARACTERIZED AS "CONTRACT DAMAGES," "TORT DAMAGES" OR OTHERWISE.

12.3 NO LIABILITY FOR LOSS, DAMAGE, OR DELAY DURING TRANSPORTATION, STORAGE OR IMPORT/EXPORT OF GOODS. Customer acknowledges that Tread Global is not a carrier. In the event that Tread Global manages transportation of goods on behalf of Customer pursuant to a Statement of Work or otherwise in the course of providing services to Customer, Tread Global acts in the capacity of a transportation manager only. Tread Global is not a licensed customs broker and does not hold itself out to be a customs broker. Customer acknowledges and agrees that Tread Global is not itself a provider of transportation, is not a licensed customs broker and does not act in the capacity of as a freight forwarder or any other form of transportation intermediary. Tread Global's sole role with regard to the transportation, import and export of goods shall be to source and manage transportation and brokerage services on behalf of Customer. In no event shall Tread Global be liable for any damage, loss, theft, delay, shrinkage, duties, seizure by customs authorities, or fines related to the transportation of goods hereunder.

13. INTELLECTUAL PROPERTY. Any and all inventions, moulds (molds), intellectual property, developments and or innovations conceived by Customer relative to the duties under this Agreement shall be the exclusive property of the Customer.

14. COMPLIANCE WITH APPLICABLE LAWS.

14.1 **COMPLIANCE WITH LAW.** Customer and Tread Global will at all times comply with all applicable laws, statutes, ordinances, rules, regulations, orders, and other legal requirements, regardless of whether such law, statute, ordinance, rule, regulation, order, or legal requirement had taken effect on the Effective Date or on some later date.

14.2 **TRADE COMPLIANCE.** The Services are subject to the import and export laws and regulations of the United States and other jurisdictions. Each party represents and warrants that it is not named on any U.S. government denied-party list. Customer shall not export or re-export to a U.S.-embargoed country (currently Iran, North Korea, Sudan or Syria), transact with a denied party, or act in violation of any U.S. export law or regulation. A violation of this section 13.2 shall be grounds immediate for termination for cause of the Agreement.

14.3 **ANTI-CORRUPTION ACT COMPLIANCE (FCPA).** Customer and Tread Global shall comply with the U.S. Foreign Corrupt Practices Act ("***FCPA***"), the U.K. Anti-Bribery Act, and the anti-corruption laws of any other applicable jurisdiction (together referred to as the "***Anti-corruption Acts***"). The parties represent, warrant, and covenant that they will not offer any payment or other gift or promise, or authorize the giving of anything of value, for the purpose of influencing an act or decision of an official of any government (as defined by the FCPA to include officers of state-owned enterprises and seconded government officials). The parties represent, warrant, and covenant that they will not offer any payment or other gift or promise, or authorize the giving of anything of value, to any person or company for the purpose of obtaining, retaining, or directing any business to itself or its affiliates. A violation of this section 13.3 shall be grounds immediate for termination for cause of the Agreement.

15. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without reference to rules regarding conflicts of laws. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in Denver, Colorado, which, subject to the arbitration requirement herein, shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

16. ARBITRATION. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Denver, Colorado. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. NOTICE. All notices required to be given under the terms of this Agreement or which either party hereto may desire to give to the other shall be in writing, signed by or on behalf of the party providing the notice, and if to Tread Global, sent by certified mail to the addresses set forth below or at such other address as either party may furnish to the other in writing: **Tread Global INC, Attention: Legal Department, PO Box 140196, Denver, CO 80214, United States.**

18. SURVIVAL. The rights and obligations of the parties under Sections 2, 3, 6, 7, 8, 10, 12, 15, 17, and 18 of this Agreement shall survive any termination of this Agreement.

19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

20. WAIVER. No delay or omission to exercise any right, power, or remedy accruing to a Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

21. SEVERABILITY. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

22. GOVERNING LANGUAGE. The governing language of the Agreement shall be English. Translations shall be for convenience of the Parties and both Parties acknowledge and agree that this Agreement has been prepared and executed in English only.

23. NO THIRD PARTY BENEFICIARIES. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Tread Global Inc (and any of their permitted assignees hereunder) any rights, remedies or other benefits under or by reason of this Agreement.

24. ENTIRE AGREEMENT. This Agreement, including the Tread Global Terms and Conditions of Service, and all other agreements, exhibits, and schedules referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the providing of Services by Tread Global to Customer and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

END OF TERMS AND CONDITIONS OF SERVICE