

# Letter of Agreement For Purchase of Personal Protective Equipment

This Letter of Agreement (“LOA”) is made and entered into upon the LOA Effective Date by and between **Dell-Corning Corporation**, a Washington corporation (“Vendor”) and the purchaser identified below (the “Participant”) (each a “Party,” or collectively the “Parties”).

**Whereas**, Negotiations are currently underway for a Master Pricing Agreement (“MPA”) by and among Vendor, and Local Initiative Health Authority for Los Angeles County, operating and doing business as L.A. Care Health Plan, a local public agency (“L.A. Care”), pursuant to which Vendor will, among other things, make available for purchase PPE by providers and other entities in Southern California to help improve the delivery of care and services by such providers and other entities;

**Whereas**, the Parties desire to enter into this LOA in order for Participant to purchase PPE from Vendor until such time that the MPA is finalized, at which time this LOA shall automatically terminate and any subsequent PPE Participant desires to purchase from Vendor shall be purchased under the MPA in accordance with the MPA’s terms and conditions, including execution of a participating addendum to the MPA by Participant permitting Participant to access and purchase PPE under the MPA;

**EFFECTIVE DATE:** Date of Last Signature Below

**DESCRIPTION:** Vendor shall offer to Participant personal protective equipment and such other products and services set forth on Exhibit A (“Products”) at the prices stated therein.

This LOA is subject to the following terms and conditions, which are incorporated by reference:

**EXHIBIT A** Products and Pricing

**EXHIBIT B** Terms and Conditions

**In Witness Whereof**, the Parties hereto have caused this LOA to be signed by their duly authorized representatives as of the day and year first above written.

**Dell-Corning Corporation, a Washington  
corporation (“Vendor”)**

\_\_\_\_\_  
 (“Participant”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**PRODUCTS AND PRICING**

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This Exhibit A supplements and is made a part of the Letter of Agreement (“**LOA**”) by and among Vendor and Participant.

1. GENERAL DESCRIPTION

a. Products offered by Vendor to Participant shall include:

i. Manufacture and deliver certified PPE for normal routine consumption to replenish existing PPE levels of Southern California medical providers.

2. VENDOR TERMS AND CONDITIONS

Each Purchase Order (as such term is defined in Exhibit B) between Vendor and Participant will be subject to the terms and conditions of this LOA.

3. PRICING

a. Vendor will provide Products in accordance with the unit price schedule (“**Products and Price Schedule**”) attached hereto as Exhibit A-1.

b. The Products and Price Schedule reflects fixed pricing for all order quantities.

c. The Products and Price Schedule reflects the product list price stated herein excluding shipping fee(s). Shipping fee(s) will be mutually agreed upon, in writing, between Participant and Vendor for applicable orders.

d. The pricing in the Products and Price Schedule shall be guaranteed through March 31, 2027. Changes to the pricing may occur if there is a fluctuation in market prices of ten percent (10%) or greater and such fluctuation continues for ninety (90) days, with any such change in pricing taking effect upon ninety (90) days advance notice to Participant.

4. QUALITY STANDARDS








The Products set forth on Exhibit A-1 (Products and Price Schedule) conform to the quality standards and requirements set forth on the quality standards schedule (“**Quality Standards**”) attached hereto as Exhibit A-2.

5. SERVICE LEVELS

Shipping within five (5) days from Vendor’s Purchase Order confirmation to Participant, else two percent (2%) off invoice for Purchase Orders that meet minimum purchase volume, which such minimum purchase volume shall be mutually agreed to by Participant and Vendor.

EXHIBIT A-1  
 PRODUCTS AND PRICE SCHEDULE

February 20, 2023  
 RFP Pricing

	SKU	PRICE	DESCRIPTION	COLOR	FDA APPROVED	OTHER	OTHER	CE APPROVED	PACKAGING	CTN COUNT	PRICE PER MASTER CTN
	542870	1.55/Box	DISPOSABLE MASK-Level I 3 Layers Non woven PP	BLUE AND WHITE	YES	AAAMI PB70	ISO13485	YES	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	2,000	62.00
	542872	1.75/box	DISPOSABLE MASK-Level II 3 Layers Non woven PP	BLUE AND WHITE	YES	AAAMI PB70	ISO13485	YES	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	2,000	70.00
	542873	2.35/Box	DISPOSABLE MASK-Level III 3 Layers Non woven PP	BLUE AND WHITE	YES	AAAMI PB70	ISO13485	YES	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	2,000	94.00
	543950	5.90/Box	N95 PROTECTIVE MASK-NIOSH FOLDED STYLE	WHITE		NIOSH			20/BOX 20 BOX/CTN	400	118.00
	543951	7.85/Box	N95 PROTECTIVE MASK NIOSH SURGICAL -FDA	WHITE	YES	NIOSH			20/BOX 20 BOX/CTN	400	157.00
	543952	7.67/Box	N95 PROTECTIVE MASK CUP STYLE NIOSH	WHITE		NIOSH			20/BOX 20 BOX/CTN	400	153.40
	543953	9.65/Box	N95 PROTECTIVE MASK CUP STYLE NIOSH SURGICAL FDA	WHITE	YES	NIOSH			20/BOX 20 BOX/CTN	400	193.00

February 20, 2023  
RFP Pricing

SKU	PRICE	DESCRIPTION	COLOR	FDA APPROVED	OTHER	OTHER	CE APPROVED	PACKAGING	CTN COUNT	PRICE PER MASTER CTN
545131	49.90/Box	LEVEL I SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie - Elastic Cuff Seam	BLUE	YES	AAAMI PB70	ISO13485	YES	10 PER BAG 10 BAGS /CTN	100	49.90
545152	56.30/Box	LEVEL II SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie-Knitted Cuff Seam	BLUE	YES	AAAMI PB70	ISO13485	YES	10 PER BAG 10 BAGS /CTN	100	56.30
545205	85.50/Box	LEVEL II SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie Elastic Cuff Ultrasonic Sealed Seams	BLUE	YES	AAAMI PB70	ISO13485	YES	10 PER BAG 10 BAGS /CTN	100	85.50
546631	3.25/Box	NITRILE - SMALL	BLUE	YES - 510K			YES	100/BOX 10 BX/CTN	1,000	32.50
546632	3.25/Box	NITRILE - MEDIUM	BLUE	YES - 510K			YES	100/BOX 10 BX/CTN	1,000	32.50
546633	3.25/Box	NITRILE - LARGE	BLUE	YES - 510K			YES	100/BOX 10 BX/CTN	1,000	32.50
546634	3.25/Box	NITRILE - X-LARGE	BLUE	YES - 510K			YES	100/BOX 10 BX/CTN	1,000	32.50



February 20, 2023  
RFP Pricing

SKU	PRICE	DESCRIPTION	COLOR	FDA APPROVED	OTHER	OTHER	CE APPROVED	PACKAGING	CTN COUNT	PRICE PER MASTER CTN
447031	3.75/Box	CHEMO CERTIFIED NITRILE GLOVES SMALL		YES- 510k	ASTM-D6978 ASTM F739-20		YES	100/BOX 10 BX/CTN	1,000	37.50
447032	3.75/Box	CHEMO CERTIFIED NITRILE GLOVES MEDIUM		YES- 510k	ASTM-D6978 ASTM F739-20		YES	100/BOX 10 BX/CTN	1,000	37.50
447033	3.75/Box	CHEMO CERTIFIED NITRILE GLOVES LARGE		YES- 510k	ASTM-D6978 ASTM F739-20		YES	100/BOX 10 BX/CTN	1,000	37.50
447034	3.75/Box	CHEMO CERTIFIED NITRILE GLOVES X-LARGE		YES- 510k	ASTM-D6978 ASTM F739-20		YES	100/BOX 10 BX/CTN	1,000	37.50
548230	75.60/Box	ALCOHOL WIPES	WHITE		GB15979			100/BUCKET 30 BKT/CASE	30,000	75.60
548232	20.52/Box	SANI-WIPES REFILLS	WHITE		GB15979			100/REFILL 12 REF/CASE	12,000	20.52
542851	220.00/Ctn	FACE SHIELD HI CLARITY ANTI FOG			NPPTL test pass			10/SLEEVE 50 SLV/CARTON	500	220.00



February 20, 2023  
RFP Pricing





	SKU	PRICE	DESCRIPTION	COLOR	FDA-APPROVED	OTHER	OTHER	CE APPROVED	PACKAGING	CTN COUNT	PRICE PER MASTER CTN
	54126	32.00/Ctn	HEAD CAPS WITH ELASTIC NON WOVEN						100 EA/BAG 10 BAGS/CTN	1,000	
	54127	79.50 Ctn	HEAD CAPS WITH TIE STRAPS NON WOVEN								
	54145	44.00/Ctn	SHOE COVERS NON WOVEN ANTI SKID						100 EA/BAG 10 BAGS/CTN	1,000	
	542859	43.20/Ctn	MASK+ SHIELD COMBO 4 PLY DISPOSABLE MASK WITH ANTI FOG SHIELD						50/Box 10 BX/CTN	500	

EXHIBIT A-2  
QUALITY STANDARDS

		Department	Quality Control	Planner	Michael Wang					
Range of Application Amended Content		Control Number	DC/APOLLO FaceMask for All ASTM Levels	Effective Date	2/1/2022					
Applied only with Dell Combing Corporation Face Mask Manufacturing Plant N/A		Version	A3							
Process	Name	Major Control Point	Key point	Spec/Standard	Measure Tool	Sample Quantity	Sampling Frequency	Test Method	Feedbacks on Failure	Responsible Dept/person
	Hydrophilic Non-woven Fabric	Appearance	.	Double layer packaging; inside and outside the package is clean and free from surries; The surface of raw materials is clean without surries and the edges are cut neatly without rough edges. Color: white or blue	Visual	N=500,000pcs n=800pcs Inspection Level: S-2 AQL 4.0 As:21 Re:22	Every Lot (N=500,000)	ISO 2659-1:1999 Non-woven Fabric Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Inspector
		Size	.	The width of non-wovens is (165±5)~(188±5)mm	Ruler				1. Report to Producing Depart 2. Reject/Return	Quality Engineer
		Appearance	.	The inside and outside of the package is clean without surries, the surface of the non-woven cloth is clean without surries, the edge is cut neatly without burrs and no damage	Visual				1. Report to Producing Depart 2. Reject/Return	Quality Inspector

Meltblown Fabric	Size	•	The width is (7.5±0.5) mm	Ruler	N=250,000pcs n=800pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(n=250,000)	ISO 2858-1:1999 Meltblown Fabric Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Engineer
	Filtration Efficiency	•	The filtration efficiency of bacteria should be 95%, and the filtration efficiency of non-oily particles should be not less than 80%	Factory Inspection Report Provided By Raw Material Supplier				1. Report to Producing Depart 2. Reject/Return	Quality Inspector
	Appearance	•	Inside and outside the package is clean and free from surdries; The surface of raw material is clean and free from surdries.	Visual				1. Report to Producing Depart 2. Reject/Return	Quality Inspector
Nose Bridge Bar	Size	•	The width is (7.5±0.5) mm and the thickness is (1±0.1) mm	Vernier Calliper	N=250,000pcs n=800pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(n=250,000)	ISO 2858-1:1999 Nose Bridge Bar Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Engineer



Mask Strap (earloop)	Appearance	•	Double layer packaging, inside and outside the package is clean and free from sundries; the surfaces of raw materials is clean without sundries, and the edges are cut neatly without rough edges.	Visual	N=500,000pcs n=800pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(N=500,000)	ISO 2859-1:1999 Mask Strap Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Inspector
	Size	•	The width of the ear band is (3±0.5) mm	Vernier Caliper				1. Report to Producing Depart 2. Reject/Return	Quality Engineer
Mask Strap (bancage)	Appearance	•	Package inside and outside clean without sundries, non-woven surface clean without sundries, edge cut neatly without burrs, no damage	Visual	N=500,000pcs n=800pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(N=500,000)	ISO 2859-1:1999 Mask Strap Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Inspector
	Size	•	The size error of the product should be ≤ ±3%	Vernier Caliper				1. Report to Producing Depart 2. Reject/Return	Quality Engineer

Quality Inspector	1. Report to Producing Depart 2. Reject/Return				Visual	Clean surface, no stain, no damage	•	Appearance	
Quality Engineer	1. Report to Producing Depart 2. Reject/Return	ISO 2859-1:1999 PE Bags Inspection Operation Essentials	Every Lot(N=100,000)	N=100,000pcs n=500pcs Inspection Level: S-2 AQL 4.0 Ac21 Re22	Ruler	The size error of the product should be $\leq \pm 5\%$	•	Size	PE Bags
Quality Inspector	1. Report to Producing Depart 2. Reject/Return				Practice for initial Detection of Contaminating Bacteria	≤100 dup/pieces	•	Initial Contamination Bacteria	
Quality Inspector	1. Report to Producing Depart 2. Reject/Return				Visual	Clean surface, no stain, no damage	•	Appearance	

Incoming Quality Control

Paper-Plastic Package	Size	•	The size error of the product should be $\pm 5\%$	Ruler	N=100,000pcs n=500pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(N=100,000)	ISO 2859-1:1999 Paper-Plastic Package Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Engineer
	Initial Contamination Bacteria	•	$\leq 100$ clu/pieces	Practice for Initial Detection of Contaminating Bacteria				1. Report to Producing Depart 2. Reject/Return	Quality Inspector
Heat Sealing Membrane	Appearance	•	Clean surface, no stain, no damage	Visual				1. Report to Producing Depart 2. Reject/Return	Quality Inspector
	Size	•	The size error of the product should be $\pm 5\%$	Ruler	N=100,000pcs n=500pcs Inspection Level: S-2 AQL 4.0 Ac:21 Re:22	Every Lot(N=100,000)	ISO 2859-1:1999 Heat Sealing Membrane Inspection Operation Essentials	1. Report to Producing Depart 2. Reject/Return	Quality Engineer



Production	Continuous Sealing Machine	Special Process Parameters	•	<p>Sterilization grade: Temperature 210°C, speed 4 block, continuous sealing machine.</p> <p>Non-sterilization: vertical sealing temperature of 159°C, horizontal sealing temperature of 115°C, speed of 1.30 bags /min</p>	/	Every Hour	ISO 9001:2020	Immediate Report/Maintenance	Operator
		Bacterial Filtration Efficiency, %	•	<p>ASTM F2100-2020 Level 1: ≥95 Level 2: ≥98 Level 3: ≥99</p>	32	Every Hour	<p>ASTM F2109-2019 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.</p>	Immediate Report/Quarantine	Process Quality Controller
		Differential Pressure, mm H <sub>2</sub> O/cm <sup>2</sup>	•	<p>ASTM F2100-2020 Level 1: &lt; 5.0 Level 2: &lt; 6.0 Level 3: &lt; 6.0</p>	32	Every Hour	<p>EN 14883:2019-AC:2019 Annex C An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.</p>	Immediate Report/Quarantine	Process Quality Controller
		Sub-micron particulate filtration efficiency at 0.1 micron, %	•	<p>ASTM F2100-2020 Level 1: ≥95 Level 2: ≥98 Level 3: ≥99</p>	32	Every Hour	<p>ASTM F2298/F2298M-03 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.</p>	Immediate Report/Quarantine	Process Quality Controller
	Surgical Face Mask								Process Quality Control

	Resistance to penetration by systemic blood, minimum pressure in mm Hg for pass result.	•	ASTM F2100-2020 Level 1: 80 Level 2: 120 Level 3: 160	Synthetic Blood Penetration Test Apparatus Balance Targeting Plate Air Pressure Source Tensometer Synthetic Blood	32	Every Hour	ASTM F 862/F 862M-2017 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Quarantine	Process Quality Controller
	Flame Spread	•	ASTM F2100-2020 Class I	Flammability Tester	32	Every Hour	16 CFR Part 1610-2008 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Quarantine	Process Quality Controller
	Bacterial Filtration Efficiency, %	•	ASTM F2100-2020 Level 1: 95 Level 2: 98 Level 3: 99	Six-stage Cascade Impactor AeroChamber Nebulizer Culture Suspension of Staphylococcus Aureus	32		ASTM F2109-2019 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Freeze	Outgoing Quality Controller
	Differential Pressure, mm H <sub>2</sub> O/cm <sup>2</sup>	•	ASTM F2100-2020 Level 1: < 5.0 Level 2: < 6.0 Level 3: < 6.0	Delta P Tester	32		EN 14683:2019-AC:2019 Annex C An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Freeze	Outgoing Quality Controller

Outgoing Quality Control	Surgical Face Mask	<ul style="list-style-type: none"> <li>Sub-micron particulate filtration efficiency at 0.1 micron, %</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	ASTM F2100-2020 Level 1: 95 Level 2: 98 Level 3: 99	Latex Sphere Particulates Penetration Efficiency System	32	Every Lot (n=250,000)	ASTM F2298/F2298M-03 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Freeze	Outgoing Quality Controller
	Resistance to penetration by synthetic blood, minimum pressure in mm Hg for pass result	<ul style="list-style-type: none"> <li>•</li> </ul>	ASTM F2100-2020 Level 1: 80 Level 2: 120 Level 3: 160	Synthetic Blood Penetration Test Apparatus Balance Targeting Plate Air Pressure Source Tensometer Synthetic Blood	32		ASTM F1862/F1862M-2017 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Freeze	Outgoing Quality Controller	
	Flame Spread	<ul style="list-style-type: none"> <li>•</li> </ul>	ASTM F2100-2020 Class I	Flammability Tester	32		16 CFR Part 1610-2008 An AQL of 4.0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result.	Immediate Report/Freeze	Outgoing Quality Controller	

Process	Apollo		APOLLO ISOLATION COINGS CONTROL PLAN						Quality Control		Printer		Verify Via	
	Major Control Point	Major Control Point	May/June	Spec/Requirement	Inspection Method	Sample Quantity	Sampling Frequency	Inspection Method	Inspection Date	Verify	Verify Via			
Sled Base/Plate	Appearance	Visual	•	The surface and bottom face of the isolation base shall be free of any visible defects, including but not limited to: scratches, dents, and discoloration. The preparation of the material shall be controlled.	Visual	100% (1000)	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector				
	GD&T (Drawing Supplementary of 10.002)	Visual	•	349 $\pm$ 0.15mm (13.75 $\pm$ 0.006")	Coordinate Measuring Machine (CMM)	100% (1000) Inspection M3, M4, M5, M6, M7, M8, M9, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22, M23, M24, M25, M26, M27, M28, M29, M30, M31, M32, M33, M34, M35, M36, M37, M38, M39, M40, M41, M42, M43, M44, M45, M46, M47, M48, M49, M50, M51, M52, M53, M54, M55, M56, M57, M58, M59, M60, M61, M62, M63, M64, M65, M66, M67, M68, M69, M70, M71, M72, M73, M74, M75, M76, M77, M78, M79, M80, M81, M82, M83, M84, M85, M86, M87, M88, M89, M90, M91, M92, M93, M94, M95, M96, M97, M98, M99, M100	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector				
Sled Support/Plate	Appearance	Visual	•	The width of flange is 30.0mm tolerance $\pm 0.15$	Visual	100% (1000)	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector				
	GD&T (Drawing Supplementary of 10.002)	Visual	•	299 $\pm$ 0.15mm (11.77 $\pm$ 0.006")	Coordinate Measuring Machine (CMM)	100% (1000) Inspection M3, M4, M5, M6, M7, M8, M9, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22, M23, M24, M25, M26, M27, M28, M29, M30, M31, M32, M33, M34, M35, M36, M37, M38, M39, M40, M41, M42, M43, M44, M45, M46, M47, M48, M49, M50, M51, M52, M53, M54, M55, M56, M57, M58, M59, M60, M61, M62, M63, M64, M65, M66, M67, M68, M69, M70, M71, M72, M73, M74, M75, M76, M77, M78, M79, M80, M81, M82, M83, M84, M85, M86, M87, M88, M89, M90, M91, M92, M93, M94, M95, M96, M97, M98, M99, M100	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector				
Printing Cuff	Appearance	Visual	•	The appearance of inside and outside of the material shall be free of any defects.	Visual	100% (1000)	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector				
	Size	Size	•	Size: 130mm (5.118")	Visual	100% (1000) Inspection M3, M4, M5, M6, M7, M8, M9, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22, M23, M24, M25, M26, M27, M28, M29, M30, M31, M32, M33, M34, M35, M36, M37, M38, M39, M40, M41, M42, M43, M44, M45, M46, M47, M48, M49, M50, M51, M52, M53, M54, M55, M56, M57, M58, M59, M60, M61, M62, M63, M64, M65, M66, M67, M68, M69, M70, M71, M72, M73, M74, M75, M76, M77, M78, M79, M80, M81, M82, M83, M84, M85, M86, M87, M88, M89, M90, M91, M92, M93, M94, M95, M96, M97, M98, M99, M100	Every Lot (1=100,000)	Printing Cuff Inspector Operator/ Available		1. Report including Report 2. Reinspection	Quality Inspector			
Appearance	Visual	•	The appearance of inside and outside of the material shall be free of any defects.	Visual	100% (1000)	Every Lot (1=100,000)		1. Report including Report 2. Reinspection	Quality Inspector					




Invoicing Quality Control	Pilot Study Jackets Thread Polylaster 100	Height	•	3% - 100% Maximum ± 1%.	Electronic height measurement	In-300,000pa Inspection and S-2 AOL 4.0 R4.27	Every 1st/10/06/000	Thread Inspection Operation Excellence	1. Report to Production Report 2. Report Result	Quality Inspector
		Strength	•	Tensile Strength: minimum 1.2N	Tensile Test Instrument	Quality Engineer				
Checked Seals (Machine Lines) Thread 100048	Checked Seals (Machine Lines) Thread 100048	Appearance	•	The appearance in head and the surface is clear and free of delamination is consistent clear.	Visual	In-300,000pa Inspection and S-2 AOL 4.0 R4.27	Every 1st/10/06/000	Frame Thread Inspection Operation Excellence	1. Report to Production Report 2. Report Result	Quality Inspector
		Height	•	3% - 100% Maximum ± 0.5%	Electronic Balance				Quality Inspector	
		Strength	•	Tensile Strength 3.00/0.05	Tensile Test Instrument				Quality Engineer	
		Appearance	•	Clear surface, no dust, no orange	Visual				Quality Inspector	
Invoicing Case	Invoicing Case	Size	•	Size: 300mm x 50mm x 50mm (3mm)	Ruler	In-300,000pa Inspection and S-2 AOL 4.0 R4.27	Every 1st/10/06/000	Package Inspection Operation Excellence	1. Report to Production Report 2. Report Result	Quality Engineer
		IME Compression Status	•	50% completion	Photos to total number of Compression Meters				Quality Inspector	
		Appearance	•	The case packaging is clear, no dust, no orange and the size and strength are correct, correct and complete	Visual				Quality Inspector	
Packing Case	Packing Case	Size	•	Size: 300mm x 50mm x 50mm (3mm)	Ruler	In-300,000pa Inspection and S-2 AOL 4.0 R4.27	Every 1st/10/06/000	Package Inspection Operation Excellence	1. Report to Production Report 2. Report Result	Quality Inspector
		IME Compression Status	•	50% completion	Photos to total number of Compression Meters				Quality Engineer	



Site	Dimensional Box	•	Level 1: No restrictions Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Notes &alar	Level 1: No restrictions Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Every Hour	Immediate Report/Quarantine	Process Quality Control
Process Quality Control	Area (10'x10'x10')	•	Level 1: All critical area components shall be maintained at or below 100% relative humidity Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Notes &alar	Level 1: No restrictions Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Every Hour	Immediate Report/Quarantine	Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
Process Quality Control	Area (10'x10'x10')	•	Level 1: No restrictions Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Notes &alar	Level 1: No restrictions Level 2: All critical area components shall be maintained at or below 100% relative humidity Level 3: All critical area components shall be maintained at or below 100% relative humidity	Every Hour	Immediate Report/Quarantine	Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control
	Area (10'x10'x10')	•				Every Hour		Process Quality Control





 <b>Apollo</b> <small>ADVANTAGE</small>		APOLLO Nitrile Examination Gloves Control Plan				Department		Quality Control		Planner		Jacky Zhang	
		Audit		Control Number		Effective Date		Version		A2			
Range of Application		Applied only with Dell Coming Nitrile Gloves Manufacturing Plant											
Amended Content		N/A											
Process	Steps	Major Control Point	Key point	Spec/Standard	Measure Tool	Sample Quantity	Sampling Frequency	Test Method	Feedbacks on Failure	Responsible Dep/person			
NBR Compounding tank		Charge Ratio		Configuration Card	Visual	/	Everytime of Compounding	NBR Compounding Operation Essentials	1. Report to Producing Department 2. Apply to Protocol of «Unqualified Control Plan»	Quality Inspector			
		Solid Content %	●	Nitrile Gloves Compound Tank Ingredients Card	Oven	≥5ml	Everytime of Compounding	Oven Solid Content % Measurement	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Engineer			
		KOH Flow Control		12-20L/min	Flow Valve	/	Everytime of Compounding	NBR Compounding Operation Essentials	1. Report to Producing Department 2. Adjust Flow to the Required Rate	Monitor			
NBR Stewing tank		Charge Ratio		Stewing Card	Visual	/	Everytime of Compounding	NBR Stewing Checklist Card	1. Report to Producing Department 2. Apply to Protocol of «Unqualified Control Plan»	Quality Inspector			
		Solid Content %	●	Dell Coming Compound Tank Management Specs	Oven	≥5ml	Everytime of Compounding	Oven Solid Content % Measurement	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Engineer			
Coagulant		Charge Ratio		Nitrile Gloves Coagulant Craft Process	Visual	/	Everytime of Compounding	Coagulant Compounding Operation Essentials	1. Report to Producing Department 2. Apply to Protocol of «Unqualified Control Plan»	Quality Inspector			

Compounding	Calcium Nitrate Ratio	●	Dell Coming Compound Tank Management Specs	Titration	≥ 5ml	Everytime of Compounding	Coagulant Titration Operation Essentials	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Engineer
	Charge Sequence		Dell Coming Compound Tank Management Specs	Inspect on Ingredients Card	/	Everytime of Compounding	Pickling Solution Compounding Operation Essentials	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Inspector
	pH Value	●	Dell Coming Compound Tank Management Specs	pH Meter	≥ 5ml	Everytime of Compounding	pH Measurement and Test Operation Essentials	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Engineer
	pH Value	●	Dell Coming Compound Tank Management Specs	pH Meter	≥ 5ml	Everytime of Compounding	pH Measurement and Test Operation Essentials	1. Report to Producing Department 2. Adjust Composition until Qualified	Quality Engineer
	Charge Ratio		Humectant Compounding Process	Visual	/	Everytime of Compounding	Humectant Compounding Operation Essentials	1. Report to Producing Depart. Stop Compounding/Replenishing	Quality Inspector
	Charge Ratio		SDBS Dispersion Liquid Compounding Ingredients Card	Visual	/	Everytime of Compounding	SDBS Dispersion Liquid Compounding Operation Essentials	1. Report to Producing Department. Stop Compounding/Replenishing	Quality Inspector
	Charge Ratio		Alkali Wash Compounding Ingredients Card	Visual	/	Everytime of Compounding	Sodium Metasilicate Pentahydrate-Sodium Hexametaphosphate Compounding Operation Essentials	1. Report to Producing Department. Stop Compounding/Replenishing	Quality Inspector
	Stirring Time		≥ 30min	Visual	/	Everytime of Compounding	Sodium Metasilicate Pentahydrate-Sodium Hexametaphosphate Compounding Operation Essentials	1. Report to Producing Department to Keep Stirring until the Time is Fulfilled	Quality Inspector
	Acid Concentration		1-8%	Titration	/	Every 6 Hours	Acid Concentration Titration Operation Essentials	Immediate Report/Adjustment	Operator
	Acid Wash								

Compounding

Hand Mould Washing	Alkali Wash	Alkali Concentration		0.5-10%	Titration	/	Every 6 Hours	Alkali Concentration Titration Operation Essentials	Immediate Report/Adjustment	Operator
	Hand Mould Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	/	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Hand Mould Palm Temperature		Technical Process Parameter Value	Infrared Thermometer	/	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
Coagulant Dipping		Ca(NO <sub>3</sub> ) <sub>2</sub> Concentration	●	10-30%	Titration	≥5ml	Every 6 Hours	Coagulant Concentration Titration Operation Essentials	Immediate Report	Monitor
		Liquid level		Technical Process Parameter Value	Ruler	/	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Liquid Level Adjustment	Operator
		Strainer Cleaning		/	Visual	/	Every 4 Hours	Production Line Tanks Inspection Operation Essentials	Strainer Cleaning/Replacing	Operator
		Tank Liquid Temperature		Production Workshop Technical Parameters	Temperature Sensor	/	Every 4 Hours	Temperature Type Instruments Operation Essentials	Repair/Replace	Operator
		Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	/	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Repair
	Dipping	pH Value	●	8-12	pH Meter	≥5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller



Hand Mould Washing	Alkali Wash	Alkali Concentration		0.5-10%	Titration	/	Every 6 hours	Alkali Concentration Titration Operation Essentials	Immediate Report/Adjustment	Operator
	Hand Mould Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	/	Every 4 hours	Production Line Fans Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
Coagulant Dipping	Hand Mould Drying	Hand Mould Palm Temperature		Technical Process Parameter Value	Infrared Thermometer	/	Every 4 hours	Gloves Producing Process Test Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Ca(NO3)2 Concentration	●	10-30%	Titration	≥ 5ml	Every 6 hours	Coagulant Concentration Titration Operation Essentials	Immediate Report	Monitor
	Coagulant Dipping	Liquid Level		Technical Process Parameter Value	Ruler	/	Every 4 hours	Gloves Producing Process Test Operation Essentials	Liquid Level Adjustment	Operator
		Strainer Cleaning		/	Visual	/	Every 4 hours	Production Line Tanks Inspection Operation Essentials	Strainer Cleaning/Repairing	Operator
	Drying	Tank Liquid Temperature		Production Workshop Technical Parameters	Temperature Sensor	/	Every 4 hours	Temperature Type Instruments Operation Essentials	Repair/Replace	Operator
		Oven Temperature		Technical Process Parameter Value	Temperature Sensor	/	Every 4 hours	Production Line Fans Operation Essentials	Immediate Report/Repair	Equipment Maintenance
	Dipping	pH Value	●	8-12	pH Meter	≥ 5ml	Every 4 hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller

NBR Dipping #1	Dipping	Solid Content %		10-30%	Oven/Electronic Balance	≥ 5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller
	Drying	Oven Temperature		Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipment Maintenance
NBR Dipping #2	Dipping	Liquid Temperature	●	Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust Frozen Flow	Process Quality Control/Equipment Maintenance
		pH Value	●	8-12	pH Meter	≥ 5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust	Process Quality Control/Process Engineer/Operator or
	Drying	Solid Content %		10-30%	Oven/Electronic Balance	≥ 5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Process Engineer
		Oven Temperature		Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipment Maintenance
Main Oven	Main Oven	Temperature		Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipment Maintenance
Chlorine Washing	Chlorine Washing	Chlorine Concentration		100-1000ppm	Titration	≥ 5ml	Every 6 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report/Chlorine Adjustment	Operator/Process Quality Controller
		Final Oven	Oven Temperature		Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report

Production Line Speed					/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control
	Production Line Speed	Weight	●	Production Workshop Technical Parameters	Based on Requirement	Every Hour	Based on Requirement	Immediate Report/Quarantine	Process Quality Control
		Thickness(Finger/Palm)	●	Median Value $\geq$ 0.05mm		Every Hour	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Quarantine	Process Quality Control
		Tensile Strength	●	$\geq$ 14MPa(Before Aging)		Every Hour	ASTM D6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Quarantine	Process Quality Control
		Ultimated Elongation	●	$\geq$ 500%(Before Aging)	13 PCS	Every Hour	ASTM D6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Quarantine	Process Quality Control
		Length	●	Mt: $\geq$ 230mm		Every Hour	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Quarantine	Process Quality Control
		Width	●	Mt: 95 $\pm$ 10mm		Every Hour	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Quarantine	Process Quality Control
	Production Line Speed	Freedom from Holes	●	ASTM D6319	200 PCS	Every Hour	ASTM D6319-19 Clause 7.3 ASTM D5151-19 Inspection level: G-I AQL: 2.5 Ac:10 Re:11	Immediate Report/Quarantine	Process Quality Control
		Removable Surface Powder	●	ASTM D6319	5PCS	Every Hour	ASTM D6319-19 Clause 7.6 ASTM D6124-06(R17) Inspection Level: N-5 Average: $\leq$ 2.0mg	Immediate Report/Quarantine	Process Quality Control
	Process Quality Control								

	Appearance Inspection	●	Cosmetic-Critical Cosmetic-Major Cosmetic-Minor	Visual	200 PCS	Every Hour	Inspection Level: CH Critical/zero Tolerance Major-AQL 2.5 Minor-AQL 4.0	Immediate Report/Quarantine	Process Quality Control
Packaging Control	Appearance Inspection		Appearance Defection Standard	Visual	100 Cartons/ 1000 Boxes	Every Hour	Gloves Appearance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control/Operator
	Quantity Check		Packing Standard	Count	Full Inspection	Every Hour	Gloves Appearance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control
	Nonsterile and Build Packaging		Packing Standard	Drop Test		Every Hour	ASTM D6319-19 Clause 9.2 & 9.3	Immediate Report/Quarantine	Outgoing Quality Control
		Weight		Based on Requirement	Electronic Scale	Based on Requirement	Every Lot	Based on Requirement	Immediate Report/Freeze
Outgoing Quality Control	Thickness(Finger/Palm)	●	Median Value ≥ 0.05mm	Thickness Meter	13 PCS	Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Tensile Strength	●	≥ 14MPa(Before Aging)	Tension Meter		Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Ultimated Elongation	●	≥ 500%(Before Aging)	Tension Meter		Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Length	●	M: ≥ 230mm	Ruler		Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage

			Width		M: 95±10mm	Ruler		Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac: 1 Re: 2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Freedom from Holes		Freedom from Holes		ASTM D6319	Watertightness Equipment	200 PCS	Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.3 ASTM D5151-19 Inspection Level: CH AQL 2.5 Ac: 10 Re: 11	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Removable Surface Powder		Powder-Free Residue		ASTM D6319	Oven	5PCS	Every Lot (200,000 PCS)	ASTM D6319-19 Clause 7.6 ASTM D6 724-06[R17] Inspection Level: N-5 Average: ≤2.0mg	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Appearance Inspection		Appearance Inspection		Cosmetic-Critical Cosmetic-Major Cosmetic-Minor	Visual	200 Cartons/ 2000 Boxes	Every Lot (200,000 PCS)	Inspection Level: CH Critical/Zero Tolerance Major-AQL 2.5 Minor-AQL 4.0	Immediate Report/Freeze	Outgoing Quality Control/Storage
Container Loading	Load		Order Number/Carton Quantity		Delivery Plan	/	/	Every Container	Gloves Outgoing Testing Operation Essentials	Immediate Report/Recall	Outgoing Quality Control/Delivery

**EXHIBIT B**  
**TERMS AND CONDITIONS**

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This Exhibit B supplements and is made a part of the Letter of Agreement (“**LOA**”) by and among Vendor and Participant. This Exhibit B sets forth requirements, in addition to those requirements set forth elsewhere in the Agreement, applicable to Participant’s purchase of the Products.

1. Recitals. All information contained in the Recitals are incorporated in these Exhibit B as though set forth in full.
2. Products. Vendor shall offer the Products generally described in Exhibit A (Products and Pricing) at the prices stated therein to Participant. Vendor will provide, at its own expense, all equipment, tools and other materials (including intellectual property) necessary to provide the Products and perform its obligations under this LOA.
3. Purchase Orders. Participant shall order Products through Purchase Orders (as such term is defined below) issued against this LOA. The terms and conditions of this LOA shall apply to any Purchase Order issued against this LOA. For purposes of this LOA, “**Purchase Order**” means any purchase order, sales order, contract or other ordering document used by Participant to order Products. All Purchase Orders issued against this LOA must include, at a minimum, the following: (i) Participant’s contact information; (ii) explicit reference to this LOA; (iii) specific Products being ordered; (iv) pricing and quantity information of the specific Products being ordered; (v) total price of the Purchase Order; and (vi) delivery destination and instructions, including time and schedule of ordered Products, destination address, remit address, contact information for delivery, delivery date, and such other related relevant information.
4. Payment; Invoices. Participant shall compensate Vendor for Products in accordance with Vendor’s prices and fees set forth in Exhibit A. Vendor shall submit invoices to Participant to the address set forth in the applicable Purchase Order and shall include in each invoice, at a minimum, the following information: (a) purchase order number or other identifying mark or reference to the underlying Purchase Order to which the invoice pertains; (b) reference to this LOA; (c) the Products being invoiced, including pricing and quantity information; (d) total amount of invoice; and (e) such other information as may be mutually agreed to between Vendor and Participant. Participant shall have thirty (30) days from the receipt of a correct invoice to pay Vendor.
5. Fulfillment of Purchase Orders; Delivery and Returns. Vendor shall fulfill each Purchase Order on or before the applicable delivery date specified in the Purchase Order. If Vendor misses, or is reasonably likely to miss, such delivery date, Vendor shall promptly notify Participant and take all reasonable steps, at Vendor’s cost, to complete the Purchase Order as quickly as possible and to avoid missing the delivery date. Vendor shall deliver all Products FOB destination to the facility or facilities designated by Participant. Vendor is responsible for the cost of shipping and insurance. Risk of loss in Products shall transfer automatically to Participant only upon acceptance by Participant and, until such time, shall remain with Vendor.
6. Acceptance. For each Purchase Order, Participant will have thirty (30) days after delivery of the Products is complete to test the Products to confirm that they conform to their specifications, documentation, and the requirements of this LOA and the applicable Purchase Order. In the event the Products do not conform to said specifications, documentation, and/or requirements, Participant may, at its option, either (i) reject the Products and terminate the relevant Purchase Order for material breach without an opportunity to cure, or (ii) Participant may notify Vendor and Vendor, at its own

expense, shall modify, correct, or replace the Products within ten (10) days after the date of Vendor's receipt of a deficiency notice from Participant.

7. Reports. Vendor shall generate and provide to Organization reports on a monthly basis (or with greater frequency as reasonably requested by Organization) no later than fifteen (15) days following the last day of the applicable month. Such reports shall include information and data reasonably requested by Organization, which may include, but is not limited to, the following:
- a. Number of new Purchase Orders reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products;
  - b. Number of fulfilled and fully completed Purchase Orders reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products;
  - c. Sales/purchase totals of each Product reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products; and
  - d. Lead times and delivery date schedules that have been met or missed reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products.

8. Vendor's Warrants and Representations.

- a. Vendor will perform its obligations under this LOA in a good and workmanlike manner commensurate with standards generally applicable to its industry.
- b. Vendor warrants that the Services do not and shall not violate: (a) any applicable law, rule, or regulation; (b) any contracts with third parties; or (c) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- c. Vendor warrants that all Products: (a) will function and operate in accordance with the manufacturer's published specifications (current at time of delivery and acceptance); and (b) are fit for, and will function and operate consistent with, their intended use and purpose.
- d. Vendor warrants that on delivery, Vendor has assigned to Participant all warranties for Products.
- e. Vendor represents that it will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable laws.

9. Records Retention. Vendor shall maintain accurate and complete records of its performance under this LOA, including documentation of all charges and costs, in accordance with generally accepted industry standards. Vendor shall retain all such records for minimum period of six (6) years following the termination of this LOA or for such longer period as may be required by law.

10. Term and Termination.

- a. Term. The term of this LOA shall commence on the LOA Effective Date and shall continue until terminated as provided in this Section 10.
- b. Termination for Convenience. Either party may terminate this LOA for its convenience upon thirty (30) days prior written notice to the other party.
- c. Termination for Breach. Either Party may terminate this LOA upon ten (10) days prior written notice to the other party in the event the other party breaches a material term of this LOA, and fails to cure such

breach within such period. In the event of a termination for breach under this Section, Vendor shall not accept any new Purchase Orders as of the effective date of termination.

The terms of this LOA shall continue to govern any open Purchase Orders.

- d. Termination Upon Execution Master Purchase Agreement. Vendor and Participant agree that this LOA shall automatically terminate upon execution of the MPA, or unless terminated earlier by either Party as provided herein.
11. Confidentiality. Any information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient**") in connection with this LOA that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "**Confidential Information**") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this LOA. Disclosure of the Confidential Information will be restricted to the Recipient's employees or contractors on a "need to know" basis in connection with the Services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Confidential Information does not include information which: (a) is already known to Recipient at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure of the Recipient; (c) is independently developed by Recipient without benefit of Discloser's Confidential Information; (d) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (e) is a public record, not exempt from disclosure pursuant to California Public Records Act, Government Code Section 6250 et seq., applicable provisions of California Welfare and Institutions Code or other State or Federal laws, regardless of whether such information is marked as confidential or proprietary. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. In addition, a Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.
12. Indemnification. Vendor and Participant shall jointly and severally indemnify and hold harmless and defend IEHP and L.A. Care, along with each of IEHP's and L.A. Care's Board of Governors, officers, officials, agents, employees and volunteers (collectively, "**Organization Indemnitees**"), to the extent permitted by law, from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the provision of the Products pursuant to this LOA, including any orders submitted by Participant and any disputes associated with such orders.
13. Disputes. In the event of a dispute between Participant and Vendor, Participant and Vendor agree to negotiate in good faith to resolve such dispute informally. If Participant and Vendor are unable to resolve such dispute in a timely manner, the dispute shall be resolved by arbitration if Participant and Vendor mutually agree to arbitration and the rules governing any such arbitration. If Participant and Vendor are unable or unwilling to resolve the dispute by arbitration, then the dispute shall be resolved in any court of competent jurisdiction within the State of California, Los Angeles County.
14. Conflict of Interest. Vendor represents that it is not now aware of any facts that create a conflict of interest, including offering or providing any incentive, directly or indirectly, to Participant or to any member of Organization's Board of Governors, officer, director, employee or consultant in order to obtain this LOA. If Vendor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Organization. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.



15. Code of Conduct. Vendor shall comply with L.A. Care's Vendor Code of Conduct and associated policies. The Vendor Code of Conduct is available at <https://www.lacare.org/procurement/codeconduct>, as may be updated from time to time.
16. Compliance with Laws. Vendor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this LOA.
17. Independent Contractor. Vendor and Participant agree that their relationship is that of an independent contractor relationship and nothing in this LOA shall be construed as creating a partnership, joint venture or employer-employee relationship.
18. Modifications. Vendor and Participant may make changes or modifications to this LOA as mutually agreed, which any such changes or modifications shall be set forth in an addendum or exhibit to this LOA. Such changes or modifications shall be exclusively applicable to Vendor and Participant for purposes of this LOA, and shall not, under any circumstances, affect, modify, or otherwise impact the rights of any other Participants or be construed as governing the terms of any future agreement between Organization and Vendor.
19. Notices. Any notices required or permitted to be given hereunder by any party to the other shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the addresses set forth on the cover sheet or to such other addresses as the parties may specify in writing.
20. Assignment. Neither party may assign this LOA or any interest therein without the prior written approval of the other party. Vendor shall not subcontract any portion of its obligations under this LOA without Participant's prior written approval.
21. Governing Law; Counterparts; Waiver; Headings. This LOA shall be governed by the laws of the State of California, except for its conflict of laws provisions. This LOA may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. The failure of either party to insist upon the performance of or to enforce any provision of this LOA, or to exercise any right or privilege granted to such party under this LOA, shall not be construed as waiving any such provision, and the same shall continue in full force and effect. The section headings used in this LOA are for convenience and reference purposes only and shall not enter into the interpretation of this LOA.
22. Integration; Entire Agreement. This LOA, with its exhibits and attachments, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. If any provision of this LOA is held illegal, invalid or unenforceable, such provision will be fully severable and this LOA will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this LOA. This LOA shall take precedence over any terms and conditions included on any Vendor invoice or similar document.
23. Vendor Insurance Requirements for Participant. At all times during the term of this LOA, and for a period of one (1) year thereafter if the insurance is claims-based, Vendor shall at its own expense maintain, and shall not commence performance with respect to any Purchase Order until it has obtained, adequate insurance coverage for Participant against any claims or claims which may arise in connection with the Products purchased by Participant from Vendor pursuant to this LOA. Such insurance coverage shall: (a) at a minimum, include commercial general liability, products liability, property damage, and

such other insurance coverage generally carried within the industry for the Products and activities contemplated by this LOA; and (b) reflect minimum coverage amounts that are at least consistent with, but in no event less than, general industry standards for the Products and the activities contemplated by this LOA. With regard to the insurance coverage required under this Section, each insurer must possess a minimum Best's rating of 'A-VII' (or equivalent rating agency in the country) and licensed to conduct business in all states/countries where this LOA shall apply. The policies required under this Section shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to Participant. The insurance provided by Vendor under this Section shall be primary to any coverage available to Participant and, furthermore, Vendor hereby waives all rights of subrogation against Participant. Procurement of insurance under this Section shall not be construed as a limitation of Vendor's liability or as full performance of Vendor's duties and obligations under the LOA, including any obligations to indemnify, defend, and/or hold harmless under this LOA. Vendor shall pass down the insurance obligations contained herein to all tiers of its contractors, subcontractors, suppliers, agents, and any other entities, as applicable, that perform any obligations under this LOA. Upon request by Participant, Vendor shall furnish to Participant an insurance certificate indicating the insurance coverage set forth in this Section and issued by an insurance company licensed to do business in the relevant state or states and signed by an authorized agent.

24. Distributors. In addition to purchasing Products directly from Vendor under this LOA, Participant may purchase Products indirectly from and through a distributor ("Participant Distributor"). Vendor shall offer the Products to a Participant Distributor upon the same terms and conditions, including pricing, as though the Products were being purchased directly by Participant. Procedures and/or processes for any Purchase Orders placed by a Participant Distributor shall be negotiated between Participant and the Participant Distributor. As between Participant and any of its Participant Distributors, procedures, processes, and any payment terms for Products purchased through a Participant Distributor will be negotiated between Participant and the Participant Distributor.
25. Quota; Minimum Purchase Requirements. Vendor agrees that any and all purchases made pursuant to this LOA shall be deemed to count toward any minimum commitments in the MPA, including any minimum purchase or volume commitments and any similar thresholds necessary or required under the MPA, including any such commitments necessary to achieve any discounted pricing.
26. Additional Terms.
  - a. Nothing in this LOA is intended to or commits IEHP or L.A. Care to purchase Products from Vendor. No specific volume of Products ordered against this LOA is guaranteed by L.A. Care or IEHP.
  - b. No claims, representations or warranties, whether expressed or implied, are made by L.A. Care or IEHP as to the safety, reliability, durability and performance of any of the Products. Furthermore, L.A. Care and IEHP accept no responsibility or liability whatsoever for the safety, reliability, durability and performance of any of the Products provided pursuant to this LOA.
  - c. Vendor acknowledges and agrees that under no circumstances shall Vendor encourage, propose, or otherwise accommodate Participant from purchasing any Products by bypassing this LOA or any subsequent agreement in order to purchase Products directly from Vendor or through another agreement or other contractual relationship. Any such conduct by Vendor is strictly prohibited and shall constitute a material breach of any agreed-upon terms between Vendor and Organization.

