Exhibit "A"

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is hereby made between the TAC^2 GLOBAL LLC/[redacted], with its principal place of business at [redacted] ("Buyer"), and [redacted] with its principal place of business at [redacted] ("Seller" or [redacted]) (together Buyer and Seller, may be referred to as the "Parties" or each, a "Party").

RECITALS

WHEREAS, Seller is in possession of and/has the rights to quantities of 3M Health Care Particulate Respirator and Surgical Mask 1860 and 1826 3PLY masks (generally, the "Product") on an immediate and ongoing basis;

WHEREAS, Seller is willing to sell, and Buyer is willing to purchase, the quantities of the Product as identified on Exhibit A and any supplements thereto, for the price per unit identified on Exhibit A hereto; and

WHEREAS, Seller has made certain representations and warranties regarding the Product as provided herein, and Buyer has relied upon same in entering into this Agreement.

NOW THEREFORE, PREMISES CONSIDERED and consideration of exchange of promises as provided for herein, the Parties agree as follows:

TERMS OF AGREEMENT

1. **Agreement to Purchase.** Seller agrees to sell, and Buyer agrees to buy, the quantities of Product identified on Exhibit A for the price identified on Exhibit A (once executed, a "Purchase Order"). The terms of this Agreement shall be binding on the Parties, however, no obligation to sell and no obligation to purchase shall be deemed executory unless and until the Parties have filled in and executed a completed Purchase Order in the form, or substantially equivalent to, Exhibit A, and in such event, the terms of Exhibit A shall govern the Parties obligations with respect to such transaction.

2. **Purchase Price**. Unless otherwise agreed to in writing, the price agreed to and set forth in the Purchase Order shall be a per-unit, all inclusive CIF (the price per unit, the "PPU" or "Price"). The Price multiplied by the quantity ordered (the "Purchase Price") shall be due and payable as provided herein, unless otherwise agreed to in writing.

3. **Shipping and Delivery**. (a) Unless otherwise agreed to on the Purchase Order, Seller shall deliver the Product to the destination identified on the Purchase Order, or if not

identified on the Purchase Order, then to [redacted]. (b) Seller shall not be obligated to ship or deliver Product until and unless Buyer has provided an irrevocable letter of credit securing the Purchase Price amount in a form substantially acceptable to Seller. (c) Unless otherwise agreed to by the Buyer in writing, shipping shall be via air carrier to the destination airport and shall be at Seller's cost. (d) Unless otherwise set forth in writing, all Purchase Orders shall be "time is of the essence" orders. Once seller executed or accepts a Purchase Order, Seller shall be obligated to make delivery within a reasonable time, in no event longer than 10 days from the date Proof of LC is made; the failure to timely deliver the Product shall be deemed material, and Buyer shall, in addition to all other remedies under law, have the option of terminating or cancelling any unfilled Purchase Order if it remains unfilled by Seller after said time period, without Buyer incurring any penalty or owing damages for said termination.

4. Transfer of Title. Title to the Product shall be "landed", and shall be deemed to transfer to Buyer upon arrival of the Product in the United States at the designated port of entry, *but only if* (a) Buyer has had the opportunity to perform a pre-shipment inspection or waived such right in writing, and (b) Seller has provided Buyer with a final certification of inspection from a third-party source acceptable to Buyer, confirming that the specific Product to be shipped conforms to the Purchase Order specifications and standards set by the manufacturer (3M) and of workmanship quality and warrantability, and is undamaged. Any such third-party inspector shall be deemed Seller's agent for the purposes of allocation of risks under this Agreement and any Purchase Orders issued pursuant to it.

5. Payment Terms. (a) Unless otherwise agreed to in writing by the Parties, payment shall made to the Seller for the Purchase Price in U.S. Dollars via irrevocable transferable letter of credit aka MT700 (the "ILOC") from or on behalf of Seller, and in a form substantially acceptable to Seller. (b) Buyer's payment agent shall deliver proof of the ILOC to Seller for CIF of the Product, the terms of which shall be CIF at the port of entry in the United States. (c) The payment agent for Buyer shall have no obligation to the Seller, nor shall be held liable by Seller for any failure to make payment or execute any payment obligation hereunder, and shall otherwise be held harmless by Seller for any injury or damages alleged to have been incurred due to any delay or failure to make payment.

6. [RESERVED].

7. Non-Conforming or Damaged Product. (a) Buyer shall have no fewer than five (5) U.S. business days after the Product clears customs to perform an inspection of the Product ("Final Inspection"). (b) Any product that is found upon Final Inspection in the United States to be non-conforming or damaged shall be either returned to Seller at Seller's cost, or at the election of Seller, destroyed at Seller's cost. (c) Seller shall have seven (7) business days from receiving

notice of damaged and/or non-conforming goods to replace said Product by causing replacement Product (the number of units of conforming Product) to be shipped such that it arrives by the seventh day therefrom; otherwise, Seller shall, by the seventh day from the notice specified herein, provide a refund of the pro-rata Purchase Price for the nonconforming or damaged Product. Buyer shall also have the right in the alternative to deduct any such amount from any future Purchase Order Purchase Price total and shall elect same in writing within the 7-day period.

8. Representations and Warranties of Seller. Seller represents and warrants the following:

(a) All factual representations made to Buyer during the negotiation hereof and set forth in the Recitals are true and accurate;

(b) Seller is validly and duly organized in the [redacted] to do business;

(c) Seller has title and possession to the Product in such quantities agreed to as of the date of any executed Purchase Order, or Seller has capacity to produce the product in the required quantities within the time agreed to for delivery;

(d) Seller is not listed on any United States federal government list of business entities with whom Buyer would be prohibited from doing business with, and Seller is not affiliated with any such businesses or persons;

(e) Seller will deliver Product that meet the specifications set forth in the Recitals and that comply with 3M standards for of 3M Health Care Particulate Respirator and Surgical Mask 1860 and/or 1826 3PLY masks (as the case may be), and that all of such Product is bona-fide 3M product and not a forgery or counterfeit, and Buyer may rely upon the inspections of SGS, Inspec and/or Bureau Veritas for same.

(f) Seller will deliver Product free from any defects.

(g) Seller is a business entity with the power to execute this Agreement.

(h) Buyer may rely on the signatures below and on any Purchase Order executed on behalf of Seller as prima facie evidence that all required authorizations for Seller to execute this Agreement or any Purchase Order have been obtained and will not be disavowed.

(i) The Person(s) signing this Agreement and/or any Purchase Order personally and specifically warrant by their signatures that they are the authorized representative of Seller with the authority and power to bind the Seller.

(j) Seller represents and warrants that it will not circumvent Buyer as to any downstream customer of Buyer whom Buyer notifies Seller of in writing.

(k) To the best of Seller's knowledge, the product warranty and CIF insurance is through self-insurance from 3M.

9. Representations and Warranties of the Buyer. Buyer represents and warrants the following:

(a) All factual representations made to Seller during the negotiation hereof and set forth in the Recitals are true and accurate;

(b) Buyer is a valid business venture recognized under the laws of the State of Texas;

(c) Buyer has bona fide need for the product and will not execute a Purchase Order without confirmation of said need.

(d) Buyer has the power to execute this Agreement.

(e) Seller may rely on the signatures below and on any Purchase Order executed on behalf of Buyer as prima facie evidence that all required authorizations for Buyer to execute this Agreement or any Purchase Order have been obtained and will not be disavowed.

(f) The Person(s) signing this Agreement and/or any Purchase Order personally and specifically warrant by their signatures that they are the authorized representative of Buyer with the authority and power to bind the Buyer.

10. Dispute Resolution. This Agreement shall be governed and construed under general principals of commercial law, and to the extent same is unavailable, then under the law of the State of New York, without regard to any conflicts of laws. Any dispute between the Parties hereto arising from the subject matter of this Agreement (or any Purchase Order), whether sounding in contract or in tort, shall be resolved via binding arbitration under the Commercial Rules of the American Arbitration Association located in Dallas County, Texas, and shall take place in Dallas, Texas before a duly selected arbitrator.

THE PARTIES HERETO UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, EACH WAIVES ANY RIGHT TO CHALLENGE JURISDICTION, BOTH PERSONAL AND SUBJECT MATTER JURISDICTION, AND WAIVES TRIAL BY JURY IF SUCH RIGHT WAS AVAILABLE UNDER LAW, AND WAIVES ANY RIGHT TO APPEAL OR REVIEW OF THE DECISION OF THE ARBITRATOR. THE PARTIES HEREBY WAIVE FORMAL SERVICE OF PROCESS AND

AGREE TO SERVICE OF AN ARBITRATION DEMAND IF SERVED VIA FIRST CLASS MAIL AND/OR VIA EMAIL.

THIS PRE-DISPUTE ARBITRATION CLAUSE SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE HEARD (TO THE EXTENT POSSIBLE) WITHIN SIXTY (60) DAYS OF FILING A DEMAND FOR ARBITRATION WITHOUT A HEARING, AND NO DISCOVERY SHALL BE PERMITTED IN CONNECTION WITH SUCH ARBITRATION HEARING.

IN ADDITION, THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL ACTUAL COSTS AND EXPENSES INCURRED, INCLUDING OUT OF POCKET COSTS AND REASONABLE ATTORNEYS FEES.

11. Limitations on Damages. Each Party hereby waives any right to seek damages for consequential, incidental, special, exemplary, punitive, or any damages other than actual damages.

12. Amendments. This Agreement may be amended by the Parties via a writing executed by the Parties. An exchange of emails by the Parties shall not be deemed a valid executed writing, but the executed amendment to the Agreement may be transmitted via email. Any variance to the general terms of this Agreement may be set forth in a Purchase Order, but such variance shall only apply to the transaction set forth in that Purchase Order and shall not be deemed to apply to any prior or subsequent Purchase Order.

13. Assignment. Neither Party may assign the rights or obligations of this Agreement or any Purchase Order without the written consent of the other Party.

14. Severability. If any Provision of this Agreement is deemed to be invalid, unenforceable, or illegal, then to the extent possible, the Arbitrator or Court construing this Agreement, as the case may be, shall to the fullest extent possible construe the Agreement such that is enforceable in a way that it fulfills the reasonable expectations of the Parties, as reflected in the terms hereof.

15. No Waiver or Remedies. A Party's failure to declare a breach of this Agreement, or to seek any remedy, file suit or take any other action upon a breach by the other Party shall not be construed as a waiver by that Party of the breach or of any right to seek damages, or other equitable or legal relief, for said breach.

16. Entire Agreement/Merger Clause. The Parties agree that this Agreement, along with any Purchase Orders pursuant hereto, and any Amendments, constitutes the entire Agreement

between the Parties, and supersedes all previous and contemporaneous written or oral terms or conditions of understanding.

17. Confidentiality. The Parties agree, to the greatest extent possible, to keep the terms of this Agreement confidentiality and to not disclose same without the written consent of the other Party. This Paragraph shall not prevent either Party from disclosing this Agreement to any government agency requiring to review same, or to respond to a subpoena or other properly served judicial inspection demand, or to share this with the Party's attorneys, accountants, or tax advisors.

18. Counterparts. This Agreement may be executed in Counterparts. each of which will be deemed an original but all of which will constitute a single agreement or document.

EXECUTED BY:

SELLER

[redacted]

Signature on behalf

[redacted]

Print Name

OWNER

Title

APRIL 14,2020

Date

BUYER:

Signature on behalf of Buyer

Mazin A. Sbaiti

Print Name

As Buyer's Authorized Agent

Title

April 13, 2020

Date

EXHIBIT A

FORM OF PURCHASE ORDER

This Purchase Order is executed pursuant to that certain Master Purchase Agreement ("MPA") executed [date] between TAC[2] GLOBAL LLC/[redacted], ("Buyer"), and [redacted] ("Seller") for the purchase of 3M Health Care Particulate Respirator and Surgical Mask 1860 or 1826 3PLY masks (the "Product"). By setting forth the Quantity and PPU terms below, and executing this Purchase Order, the Parties hereby agree and understand that they shall be bound by this Purchase Order and the terms and conditions of the MPA which are hereby incorporated by reference except to the extent modified below.

A. The Parties state the following terms to purchase Product:

Quantity of 3M 1860[1]: _____ PPU (USD) _____

Quantity of 3M 1826: _____ PPU (USD) _____

Aggregate Purchase Price (USD): _____

Delivery date: _____

B. The effective date of this Purchase Order shall be _____.

C. For the Purpose of this Purchase Order only, the Parties agree to the following variances of the MPA:

_____

_____

Executed by:

_____	_____
Signature on behalf of Seller	Signature on behalf of Buyer
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

[1] Buyer may elect, and Seller may agree, that the quantity shall be sum certain, or all or a percentage of Seller's production for a period of time. In the latter case the Parties shall specifically state in the "Quantity" the percentage of production and the duration of time.