

LARAMIE COUNTY
SHERIFF'S OFFICE
NOTICE OF AWARD

KPrime Technologies
Elizabeth McCarthy
14647 S. 50th Street, Suite 125
Phoenix, Arizona 85044

Dear Ms. McCarthy,

Laramie County, having duly considered the proposals submitted on January 23, 2020, for the purchase, and installation of a Court House X-Ray Machine and accessories as outlined in the RFP, and it appearing that your proposal for performing the work outlined is fair, equitable, and in the best interest of the County, the bid items are hereby accepted at the bid prices contained therein.

In accordance with the terms of the RFP documents, you are required to execute the formal Agreement within fifteen (15) consecutive calendar days from the date of this Notice.

By: _____

Title: _____

Date: _____

ATTEST: _____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



INVITATION TO BID

Notice is hereby given the Laramie County Sheriff's Dept. (LCSD) will receive sealed proposals (original and two (2) copies) for **an X-Ray Machine**. Proposals WILL BE RECEIVED UNTIL January 23, 2020 until 1:00 p.m. in the Business Office of the Laramie County Sheriffs Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001.

The objective of this RFP is to have the **Laramie County Court House X-Ray Machine** supplied and installed by one vendor in accordance with all applicable Federal, State and local regulations and laws. RFPs must be received in the Business Office on or before the time and date specified. RFPs received after the time and date specified, whether delivered or mailed, WILL NOT BE CONSIDERED and will be returned unopened.

For a complete copy of the RFP including scope of the work and minimum requirements please contact the Business Office of the Laramie County Sheriff's Dept. at the address above.

CALENDAR OF EVENTS

| Activity: | Date: | |
|-----------------------------------|---------------|---------|
| RFP Release to Vendors | Dec. 27, 2019 | 8:00 am |
| Site Review | Jan. 9, 2020 | 9:00 am |
| Last Date for Receipt of Proposal | Jan. 23, 2020 | 1:00 pm |
| Date of Opening of Proposals | Jan. 23, 2018 | 1:15 pm |

Bid Envelope must be sealed and clearly marked:

Bid for: **Laramie County Court House X-Ray Machine**

Bidders Name: _____

Bid Date: _____

The successful bidder will be required to enter into a written agreement with Laramie County, Wyoming.

The County reserves the right to waive irregularities and informalities, reject any or all bids without further obligation and to accept any bid deemed desirable.

THE CONTRACTORS SUBMITTING A BID FOR THIS WORK MUST POSSESS ALL NECESSARY AND/OR REQUIRED STATE, COUNTY AND CITY LICENSES IF APPLICABLE.

Please run.

Dec. 27th-28, 2019

Jan. 3rd-4th, 2020



KPRIME TECHNOLOGIES
— Enhancing Customer Experiences —

January 21, 2020

To: Laramie County Sheriff's Department
1910 Pioneer Avenue
Cheyenne, WY 82001

Ref: Proposal No. 19-LCSD-001

KPrime is pleased to submit a bid in response to Proposal No. 19-LCSD-001.

Enclosed please find:

- Proposal Forms

- An Executive Summary of KPrime company background and financials

- KPrime customer references

- Proposed solution for the tunnel-x-ray and millimeter wave scanner

- Product literature and specifications that meet or exceed the requirements

- Product pricing

- Sample implementation plan

- Appendix:

 - Sample KPrime product and support agreement

 - Certificates of insurance

KPrime representative for this proposal:

Elizabeth McCarthy

KPrime Technologies

Technical Security Consultant

520-400-4051 Or elizabeth.mccarthy@kprime.net

IV. PROPOSAL FORMS

- A. The undersigned agrees to furnish a **tunnel X-Ray machine** bid to LCSD in compliance with this Request for Proposal.

- B. By submission of this proposal, the bidder certifies:**

Prices in this RFP have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFP have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFP for the purpose of restricting competition.

- C. The individual signing this RFP certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

- D. Assigned representative as required in the Special Provisions.

Vendor KPrime Technologies
Address 14647 S. 50th Street Suite 125B
City/State Phoenix Zip 85044
Phone# (480) 478-31262 FAX# (928) 257-4104
(Prefer 800 #)

- E. Manufacturer's principal place of business:**

Vendor KPrime Technologies
Address 14647 S. 50th Street Suite 125B
City/State Phoenix Zip 85044
Phone# (480) 478-31262 FAX# (928) 257-4104

- F. Taxpayer identification.**

Are you incorporated? X Yes _____ No

If yes, State of Incorporation: Nevada

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____

OR

Employer Identification # 46-508315

- G. I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the in-state five percent (5%) preference differential allowed to Wyoming vendors.

Signature _____ Title: _____

H. Bid prices are firm for 90 days after bid opening for evaluation of bid.

I. Discounts will be allowed for prompt payment as follows:

20 Calendar Days _____ % 30 Calendar Days _____ %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

J. Specify Guaranteed Date of Completion if different than Date: _____

K. Check to Specify the Following Required Submittals Have Been Supplied:

☒ Original and two (2) copies of proposal

☒ Company information

☒ Executive Statement

☒ Insurance

☒ Proof of Insurance

N/ ☐ Proof of applicable licenses (city and/or state)

☒ Standard product agreement

☒ All minimum requirements have been answered and addressed by item

☒ Budget for the proposed work to include: (Breakdown to include all costs. The successful proposer will bear the burden of any and all undisclosed costs.)

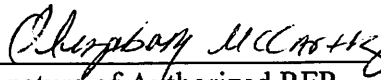
L. Check to acknowledge receipt of addendum and/or amendment _____ if applicable.

KPrime Technologies
Company Name

14647 S. 50th Street
Street Address/P.O. Box

Phoenix, AZ 85044
City/State/Zip

Elizabeth McCarthy
Name of Authorized RFP. — Typed


Signature of Authorized RFP.

1-21-2020
Date



KPRIME TECHNOLOGIES
Enhancing Customer Experiences

Executive Summary for Laramie County Sheriff's Department
Proposal No. 19-LCSD-001
KPrime Technologies Proposal for a Tunnel X-Ray and Wave Scanner

KPrime is proposing the VMI Security 5333 Tunnel X-Ray machine and the Evolv Security Edge millimeter wave scanning system for metals and non-metals with facial recognition technology. The 5333 X-Ray machine and the Evolv Edge millimeter wave scanner meet the specifications in Proposal No. 19-LCSD-001. (Refer to product information and specifications).

Shipping, installation and training are included in the pricing. One year warranty with 24/7 phone support and 48 hour on-site service response including all parts and labor during the warranty period.

KPrime Technologies was founded in 2001 by Kham Lin, who has over 20 years experience with Hewlett-Packard company in sales and service. Since its' founding in Canada, the company has grown to over 50 people and established a United States office in Phoenix, AZ in 2014. With over 75 years of combined experience in providing solutions to our customers in the chemistry and life sciences sectors, KPrime utilized their model of excellent customer service in providing solutions to establish the security imaging division. <http://www.kprime.net/securitysolutions.aspx>

KPrime Technologies is an authorized sales/service provider for security solutions, chemical detection and analysis equipment and authorized computer dealer for Hewlett Packard. We represent premium brands in security equipment such as Smiths Detection, VMI Security, and Evolv Technologies. To have the best quality of deliverables and mitigate project risk, KPrime **does not utilize subcontractors**. All personnel dispatches by KPrime are factory certified full time employees of KPrime. We provide a '**one stop shop**' for **installation and support, project management and consulting services**.

There is no history of defaulted contracts or lawsuits against KPrime or its' partners.

KPrime References (Section H. Company Information)

Yuma County Detention Center Implementation – Yuma, Arizona,

Contact Information: Sgt. Michael Cooper

Yuma County Sheriff's
Office Detention Bureau
928-539-7859
michael.cooper@ycso.yumacountyaz.gov

Objectives:

- Provide 1 (one) new VMI SPECTRUM DUAL VIEW (DV) with required hardware, software, and accessories as per RFP date of release February 19, 2018
- Provide complete installation and user training.
- Provide data migration one-time upload from Jail Management System (New World Safety Rev. 10 Jail management software) to VMI SPECTRUM BODYSCAN software.
- Provide a one-time relocation of VMI SPECTRUM BODYSCAN (not part of this SOW. This work will be done at a later date).

Detail of Service Provided:

- KPrime assisted Yuma County in obtaining radiation license from Arizona Department of Health Services Bureau of Radiation Control before installation work begin.
- VMI SPECTRUM BODYSCAN (DV) was delivered to Yuma on June 12, 2018.
- Installation and Radiation Survey were completed by June 14, 2018.
- Implement One-time offenders (inmates) data from Yuma Jail management software was downloaded to Spectrum BodyScan DV software by June 15, 2018. Yuma personnel do not have to manually type input the data from their jail management software into Spectrum BodyScan DV software. This saved Yuma days if not weeks of administrative resources to transfer the data.
- Implementing the upload and download of data between Yuma Jail Management Software and Spectrum BodyScan DV software. Yuma is able to transfer data between the jail management software and Spectrum BodyScan DV software.
- Implement several training sessions for Yuma County to accommodate approximately 50 operators.
- Create internal KPrime One-Drive portal for Yuma County to download any suspected scan that operators cannot identify the anomaly so that KPrime engineers can assist Yuma County with identification.

Sandoval County Detention Center, Bernalillo, New Mexico,
Contact : Cpt. David Townsend

Sandoval County Detention Center 1500
Idalia Road NE, Bernalillo, NM 87004 505-
239-1938
dtownsend@sandovalcountynm.gov

Services:

- Completed site visit to layout the implementation plan
- Provided 1 (one) new VMI SPECTRUM BODYSCAN (DV) with required hardware, software, and accessories as per ITB# FY19-SCDC-01
- Provided complete installation, hands on administration training and user training.
- Provided Lead Shielded Radiation Cabin so the operators can operate the BodyScan safely inside 2 meters radius of the BodyScan x-ray generator.

Blue Apron

Contact: Christopher Burchell
Senior Director, Corporate Security
714-264-3264
christopher.burchell@blueapron.com

Problem/Solution:

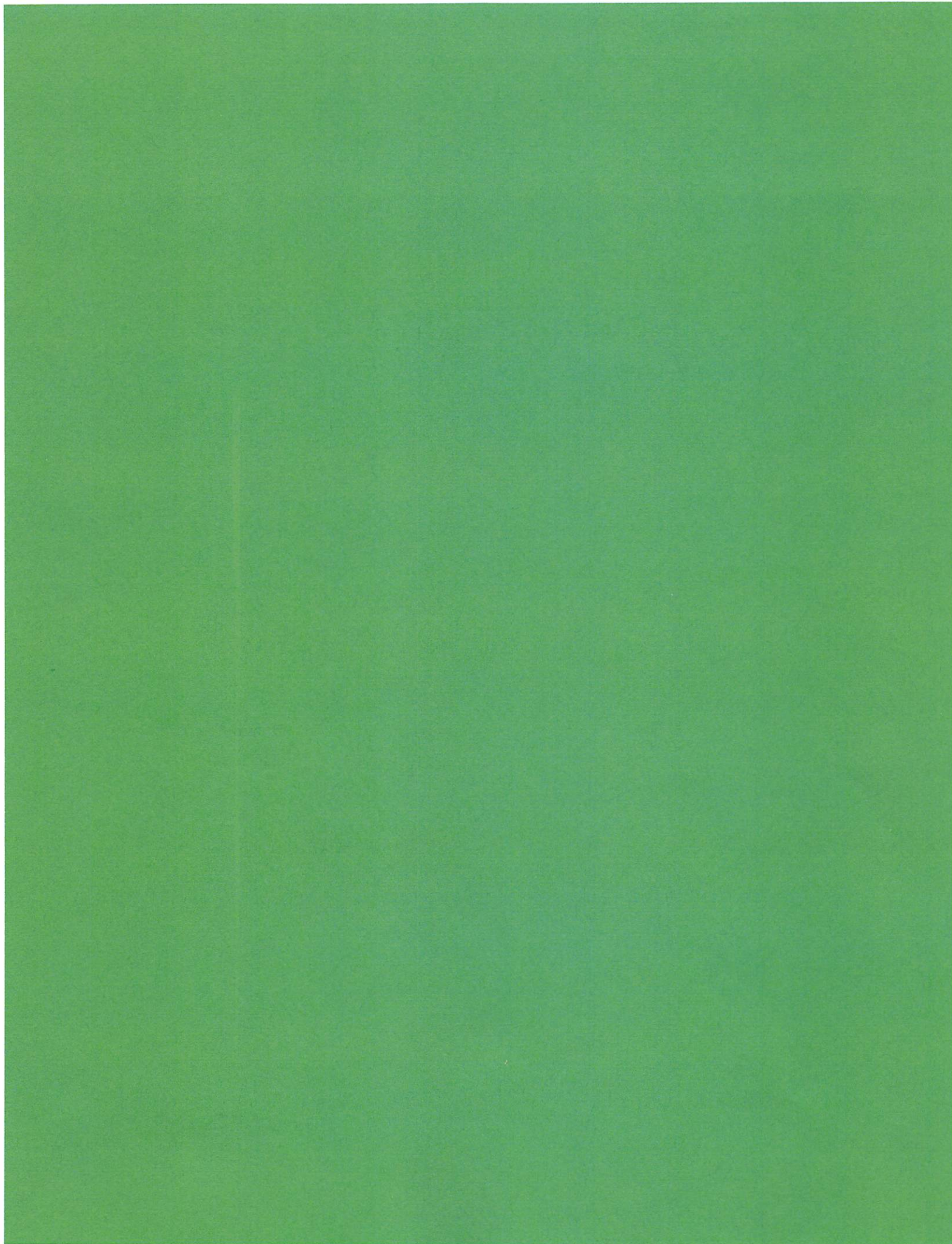
Blue Apron (packaged meal producer) needed to screen employees for small items like cell phones, knives, weapons, etc. KPrime installed a 6040 tunnel-xray and interfaced to their Garrett 6500 metal detector. This facilitated the employee entry process and eliminated unwanted items from entering the production line. Using one computer to combine the Garrett info as an avatar with the tunnel x-ray view freed up one security officer.

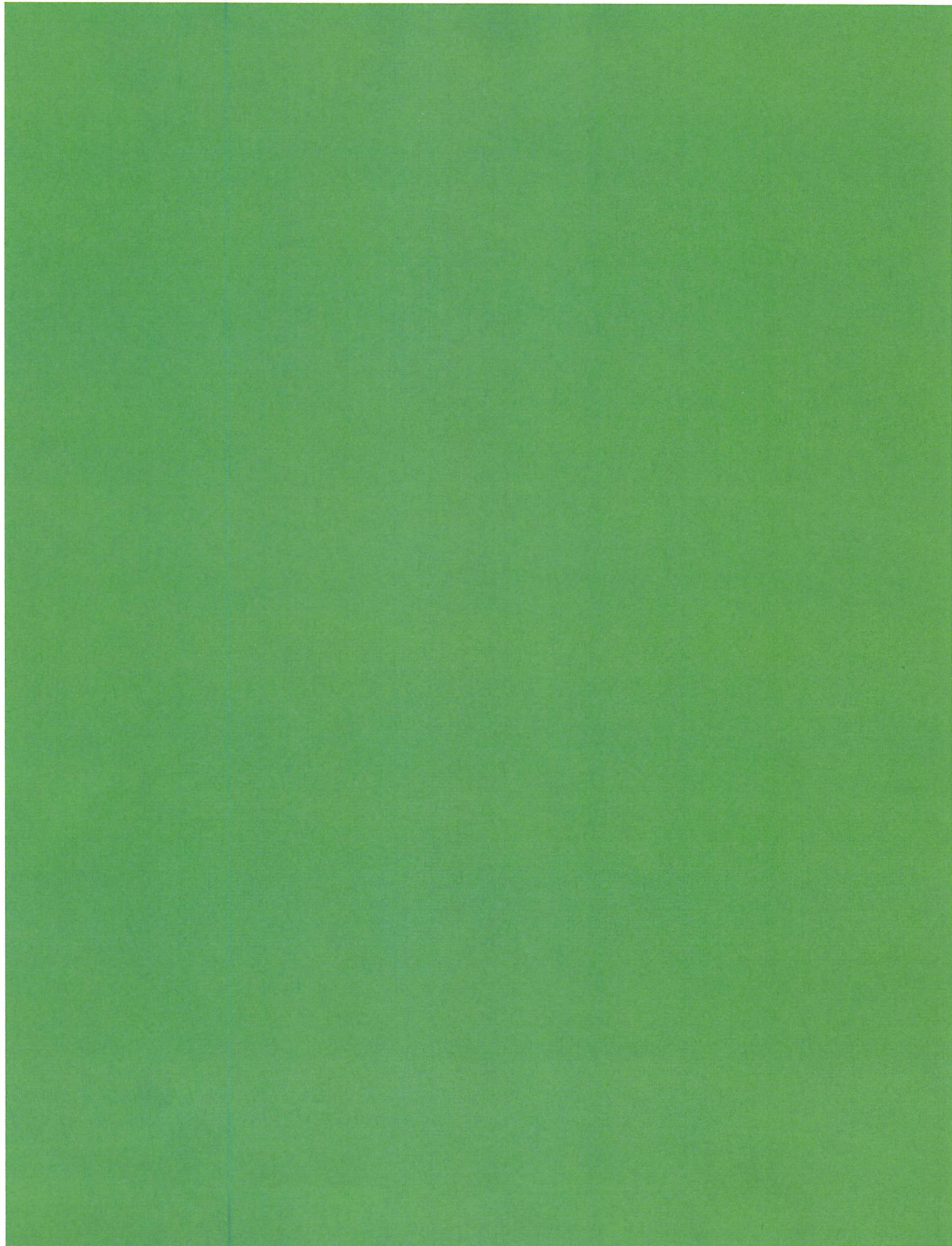
Services:

- Installed a VMI 6040 tunnel x-ray and interfaced the Garrett 6500 to facilitate employee screening
- Trained operators

Evolv Edge - Courtroom Screening
Second District Court of Appeals Tampa, Florida
Contact:

Theodore J. Pawloski
Deputy Marshal
Supervisor
Second District Court of
Appeal 1700 North Tampa
Street Tampa, Florida 33602
813-272-9537
PAWLOSKT@FLCOURTS.ORG





Proposal LCSD 19-LCSD-001

KPrime meets the following specifications – Please note following product specs sheets:

The Tunnel X-ray must have the following specifications:

- ✓ Integration with a Garrett 6500 walk thru metal detector utilizing one common display
- ✓ Monitor 1 LED, color, high-resolution
- ✓ Beam direction Diagonally upward
- ✓ Automatic color coding of materials with different atomic numbers
- ✓ Image auto save
- ✓ Baggage Counter
- ✓ Continuous scanning
- ✓ Zoom higher than 128x
- ✓ Colored or black/white image
- ✓ Threat image projection (TIP)
- ✓ High density alert
- ✓ Edge enhancement
- ✓ High penetration function
- ✓ Sharpness enhancement
- ✓ Image export to JPEG, TIFF and BMP
- ✓ Network connection
- ✓ Scanning in real time
- ✓ Bidirectional inspection
- ✓ Self-diagnostic system
- ✓ Color Inversion
- ✓ Image manipulation in real time
- ✓ Automatic detection algorithm for drugs, explosives and high density materials
- ✓ Storage capacity above 200,000 images

System Wave Scanner must have the following capabilities:

- ✓ System must detect metals and Non-metals (firearms, knives, explosives, concealed glass/plastic bottles, etc.)
- ✓ System must be able to distinguish between threats and personal items such as keys, coins, belts, and cell phones on a person or in their bag/briefcase.
- ✓ The system must have the ability to load snapshots of persons of interest for facial recognition.
- ✓ System must be user configurable for sensitivity of detection and message alerts (e.g., BOLO, Call Security, Detain, VIP, etc.)
- ✓ The system must have built in wheels for ease of relocation if necessary. Use one 110V power cable for system.



EVOLV EDGE

WALKTHROUGH DETECTION OF FIREARMS, EXPLOSIVES AND OTHER WEAPONS

Proposal No. 19-LCSD-001

EVOLV EDGE

Evolv Edge™ is a first-of-its-kind fully automated visitor screening solution, integrating walkthrough detection of firearms, explosives and other weapons with face recognition, for high throughput event and soft target protection.

Automated Multi-threat Detection

Detect both metallic and non-metallic weapons concealed on an individual.

'Hassle Free' Visitor Experience

Leave personal belongings in pockets and just walk through. No divestment. No pause and pose.

High Throughput

600 – 900 people per hour, less than 5 seconds per scan.

Configurable Settings

System has multiple detection sensitivity settings to respond to different threat scenarios.

Improved Guard Experience

Easy, automated red light/green light scan results with localized alert notification. Built-in cameras allow for positive scan result and visitor correlation.

Integrated Face Recognition

Built-in camera captures facial images of visitors and matches them against a locally defined gallery.

Simple, Self-Contained

Entire system is self-contained, only requirement is wall power.

Screening Analytics

Data on number of people screened by time of day, result.

Pop Up Deployment

Mobile and easily relocatable, 30 minutes or less from set up to screening.



EVOLV EDGE SYSTEM



Easy to interpret red alarm with threat overlays.



Easy to interpret green, clear scan.

PRODUCT CAPABILITIES

| Automated Multi-Threat Detection

Spot a wide range of threats including concealed firearms, explosives, and other weapons, even without any metallic content.

The locations of concealed items are shown on a photo of the individual using a color-coded box overlay.

Three distinct colors indicate threat types; more than one threat location can be identified on a single individual.

| Better Experience for Visitors

Visitors passing through the system leave their phones, keys, coins, wallets and personal belongings on their person, and just walk through.

There's no need to pause or turn around, creating the best possible visitor experience. Enables screening of people with or without bags.

| High Throughput

People pass through at the pace of life, reducing long lines and eliminating bottlenecks.

Both the front and back of each visitor is scanned without the need to pause or turn around, creating the best possible visitor experience.

The complete scan and result process is less than five seconds per person, enabling the high throughput.

| Configurable Settings for Changing Threats

Multiple Performance Modes: Performance settings can be adjusted to respond to different operational situations including policies on what constitutes a metallic threat and/or changing threat scenarios.

Four detection sensitivity settings enable a risk-based security approach.

Multiple Display Modes: System has multiple display modes to support different operational approaches; tablet can display all scan results, no scan results, or only alarms.

| Improved Experience for Guards

Fully automated, simple red light / green light scan results make it easy for guards. The screening process is fast and objective, eliminating human fatigue and subjectivity.

Scan results identify the location of a concealed item/s on a photo of the individual using a color-coded box overlay.

| Face Recognition

Evolv Pinpoint is our integrated face recognition service. A built-in camera captures facial images of visitors and matches them against a locally defined database.

Matches are displayed to guards as part of the tablet scan result.

| Simple, Self-Contained

Entire system is self-contained, only requirement is wall power. All software, hardware and accessories required for operation are included in the standard system.

| Screening Analytics

Access to system specific data on numbers of people screened by time of day, by result.

| Pop Up Deployment in Addition to Permanent Check Points

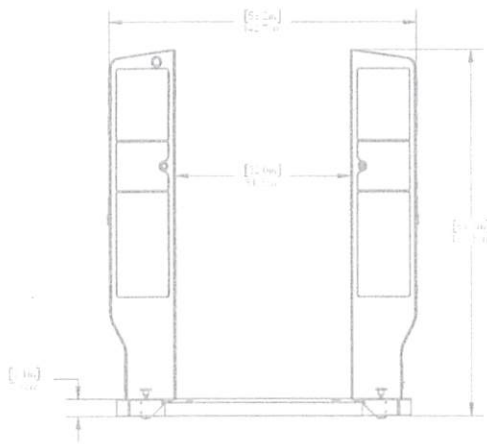
The system is designed to be set up and deployed for operations very quickly and moved around to enable random, unpredictable screening points.

Integrated wheels enable short distance moves; longer distance moves require external wheels.

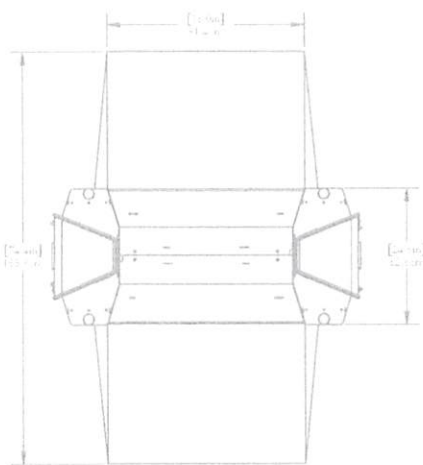
System software automatically runs through checks and is quickly operational.



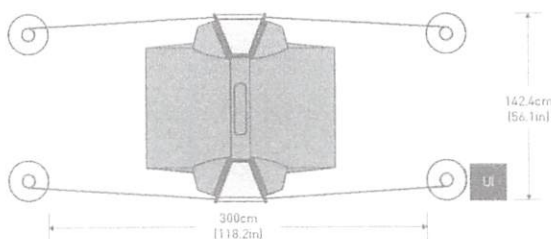
FRONT VIEW



TOP VIEW



PHYSICAL FOOTPRINT



Environmental Specifications

- Operating Temperature: 0 to 40 degrees C (32 to 104 degrees F)
- Storage Temperature: -18 to 50 degrees C (0 to 122 degrees F)
- Relative Humidity: 0 to 95% (non-condensing)

Physical Specifications

- Dimensions: Depth: 188.9 cm (74.4 in) Width: 142.7 cm (56.2 in) Height: 169.3 cm (66.6 in) Weight: 113.4 kg (250.0 lbs)
- Opening: Width: 81.3 cm (32.0 in)
- Power: Voltage: 100-240 VAC +/- 10% Phase: 50/60 Hz
- Consumption: Typical: 500 watts
- Input/Output: Line Cord USB 3.0 (service access only) Ethernet (RJ45) for Tablet

User Interface

- Tablet-Based (10.1 Inch Display, Free-Standing Pedestal)

Configurable Settings

- Multiple Display Modes
- Multiple Performance Modes

Included with Standard System

- Integrated Wheels
- Stanchions

Optional Accessories

- External Wheel Kit
- Extended Service / Maintenance Packages
- Operational Test Kit
- Retractable Stanchions
- System Dust Cover Kit
- Transport Kit
- Visitor Signage Kit
- Visitor Carpet
- Visitor Floor Mats
- Evolv Pinpoint (Face Recognition Package)

Health and Safety

- CE Mark (CE Directives and Standards)
- FCC 47 CFR Part 15
- UL 61010, EN 61010 and IEC 61010
- U.S. Americans with Disabilities Act Compliant Access
- Safe Operation – No Moving Parts



Testing

- Independently tested and verified



www.evolvtechnology.com | 200 West Street Waltham, MA 02451 USA | +1 781 374 8100 | info@evolvtechnology.com 3Q2018



KPRIME TECHNOLOGIES
—Enhancing Customer Experiences—

14647 S. 50th Street, Suite 125
Phoenix, AZ 85044
p. 480-467-4505 f. 928-257-4104
www.kprime.net
securitysolutions@kprime.net



The Spectrum 5333 is designed for offices, factories, educational centres, transport stations, banks, shopping centres and other places where smaller bags and packages need to be checked, contact free but quickly and efficiently. It can be used on a desk top, stand or freestanding. Smallest footprint on the market of scanners, the Spectrum 5333 is an ideal solution for confined and restricted areas.



TECHNICAL SPECIFICATIONS

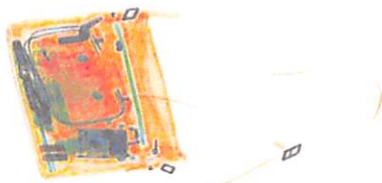
HIGH TECH

- High image quality with a wire resolution of 40 AWG and steel penetration of 16 mm.
- Meets all the international standards for health and safety of operators and members of the public.



Excellent image quality. Organic materials shown in orange, metal in blue and a mix of them in green.

- Drugs and explosives automatic detection and alarm.
- Random projection of images containing fictitious threat objects for operator skills training (TIP function).
- Continuous or region zoom functions for easy and precise evaluation of the image.
- Can export images in commercial file formats (JPEG, TIFF and BMP) onto a USB device.



Drug detection

- Ergonomic keyboard and simple operator interface provide efficiency and ease for the operator.
- Hardware and software customized to meet customer requirements.

GENERAL SPECIFICATIONS

| | |
|----------------------------|---|
| • Tunnel Size | 530mm (W) / 335mm (H) |
| • Conveyor Speed | 0,24m/s (configurable) |
| • Conveyor Height | 231mm |
| • Max Load | 100kg |
| • Standard Generator | 110kV (configurable) |
| • Wire Resolution* | 40AWG |
| • Steel Penetration* | 16mm |
| • Display Monitor | 1 LED, color, high-resolution (configurable size) |
| • Cooling | Insulating oil with forced air cooling |
| • Beam direction | Diagonally downward |

STANDARD FEATURES

| | |
|--|--|
| • Automatic color coding of materials with different atomic numbers. | • Image export to JPEG, TIFF and BMP |
| • Image auto save | • Export to a secure VMI encrypted viewing application |
| • Baggage Counter | • Network connection |
| • Continuous scanning | • Scanning in real time |
| • Zoom higher than 128x | • Bidirectional inspection |
| • Colored or black/white image | • Self diagnostic system |
| • Edge enhancement | • Color Inversion |
| • Threat image projection (TIP) | • Image manipulation in real time |
| • High density alert | • Automatic detection algorithm for drugs, explosives and high density materials |
| • High penetration function | • Storage capacity above 200,000 images |
| • Sharpness enhancement | |

SECURITY

| | |
|----------------|--|
| • Shield | Dose lower than 1uSv/h at 0.1m away from the equipment |
|----------------|--|

OPTIONAL FUNCTIONS AND ACCESSORIES

| | |
|--|--|
| • Customized painting | • Uninterruptible Power Supply |
| • Training Software | • Elevated base |
| • Local language | • Tunnel extension |
| • Remote workstation software (Spectrum Ativa) | • Touch screen monitor |
| • Standard ASTM or STP test piece | • Ability to integrate with conveyor system |
| • Modular roller table | • WiFi capability |
| • Anti-theft operation console with key | • Integration with Garrett's walk-through metal detector portals |



GENERAL INFORMATION

| | |
|---|---|
| • Dimensions | 1183mm (L) / 803mm (W) / 880mm (H) |
| • Weight | 211kg |
| • Operating Temperature/ Humidity | 0°C - 40°C / 5% - 95% (non-condensing) |
| • Storage Temperature/ Humidity | -40°C - 60°C / 5% - 95% (non-condensing) |
| • Power Supply | 127Vac / 220Vac / 230Vac (-15% a +10%); 50Hz/60Hz, +/-3Hz |
| • Power Consumption | 400VA |

* According to VMI test piece

* Technical Specifications subject to change without notice.*

VMI Security

KPrime Technologies
14647 S. 50th Street, Suite 125
Phoenix, AZ 85044
p:480-467-4505 f: 928-257-4104



www.kprime.net
securitysolutions@kprime.net



QUOTE #: UQ.2020.001EM

QUOTATION

Direct To:

Laramie County Sheriff's Department
1910 Pioneer Ave Cheyenne, WY 8200
Contact: Lt. Don Hollingshead
Cell: 307-631-6256

Email: hollings@laramiecounty.com

| | |
|----------------------------|--------------|
| Date Created: | Mar-29-2019 |
| Date Revised: | Jan-20-2020 |
| Price In Effect: | 90 Days |
| Est. Delivery Date: | 4 to 6 weeks |
| CURRENCY: | USD |

Sales Rep: Elizabeth McCarthy

Phone: (520) 400-4051

Cell:

Fax: (928) 257-4104

Email: elizabeth.mccarthy@kprime.net

JOB DESCRIPTION: Evolv millimeter wave detector for metals and non-metals with Pinpoint Facial Recognition software. VMI 5333 Tunnel X-ray with .5m and 1m roller extensions. All accessories and/or parts will be supplied for installation

COMMENTS OR SPECIAL INSTRUCTIONS:

PRODUCT WARRANTY IS 12 MONTHS FROM THE DATE OF INSTALLATION. WARRANTY INCLUDES ONSITE PARTS AND LABOR. 24/7 and 365 days a year online support. Two-hour call back time during business hours 7 AM - 7 PM MST. On-site service coverage with 48-72 hour response time. Software updates supplied an no charge as needed.

Pricing includes shipping, installation and training.

Per the Proposal LCSD 19-LCSD-001 No taxes are included



QUOTE #: UQ.2020.001EM

QUOTATION

| LINE # | MISCELLANEOUS AND DESCRIPTION | QTY | UNIT PRICE | UoM | AMOUNT |
|--------|---|-----|-------------|-----|-------------|
| 1 | Evolv Edge Millimeter WaveSystem for the detection of metals and non metals . Includes,shipping, installation and training. | 1 | \$68,500.00 | | \$68,500.00 |
| 7 | Evolv Pinpoint: includes, carpet, stantions | 1 | N/C | | \$N/C |

Subtotal: \$68,500.00

VMI 5536 tunnel x-ray

Inventory

| LINE # | PART# AND DESCRIPTION | QTY | UNIT PRICE | UoM | AMOUNT |
|--------|---|-----|-------------|-----|-------------|
| 8 | Scanner Spectrum 5333 The Spectrum 5333 is a scanner with reduced dimensions and an optimum size tunnel. Shipping, installation and training are included. | 1 | \$15,600.00 | | \$15,600.00 |

Miscellaneous

| LINE # | MISCELLANEOUS AND DESCRIPTION | QTY | UNIT PRICE | UoM | AMOUNT |
|--------|---|-----|------------|-----|----------|
| 9 | Entry/Exit Conveyor Covers/ Tunnel Extensions for 5333 - .5m entrance and 1m exit | 1 | \$ 750.00 | | \$750.00 |

Subtotal: \$84,850.00

TERMS & CONDITIONS

This is not an invoice, unless otherwise any applicable taxes are not included. Please send purchase order referencing Quote # to admin.usa@kprime.net or fax to 928-257-4104.

Total Amount Before Tax

\$ 84,850.00

Proposal LCSD 19-LCSD-001

Edge Millimeter Wave

Tunnel X-ray System

Laramie County, Wyoming



KPRIME TECHNOLOGIES
— Enhancing Customer Experiences —

Elizabeth McCarthy, Project Lead

Note: Dates are hypothetical and will be adjusted according to award date

| TASK NAME | ASSIGNED TO | START DATE | END DATE | DURATION (days) | % DONE | DESCRIPTION | PHASE |
|--|--------------------|------------|----------|-----------------|--------|---|-----------|
| Award Bid to KPrime & Contract Review | Laramie County | 2/20/20 | 2/21/20 | 2 | | Bid awarded to KPrime | Award |
| KPrime site visit to assess location | KPrime | 1/9/20 | 1/14/20 | 5 | | Site visit to review logistics | Completed |
| KPrime installation and training plan | KPrime/Laramie Co. | 2/20/20 | 2/21/20 | 1 | | Mutually agreed plan for install/training | Phase 2 |
| Edge Installation and Training | KPrime/Laramie Co. | 2/24/20 | 2/25/20 | 2 | | Installation and training | Phase 2 |
| Tunnel X-Ray System Install and Training | KPrime/Laramie Co. | 2/27/20 | 2/28/20 | 2 | | Installation and training | Phase 2 |
| On-line and phone support begins | KPrime | 2/26/20 | 2/25/21 | 365 | | One Year of warranty begins | Phase 3 |
| Additional training as needed | Kprime | 5/8/20 | 5/9/20 | 2 | | Additional training if needed | Phase 3 |
| Service contract begins | KPrime/Laramie Co. | 2/26/21 | 2/25/22 | 364 | | Optional service contract begins | Phase 4 |

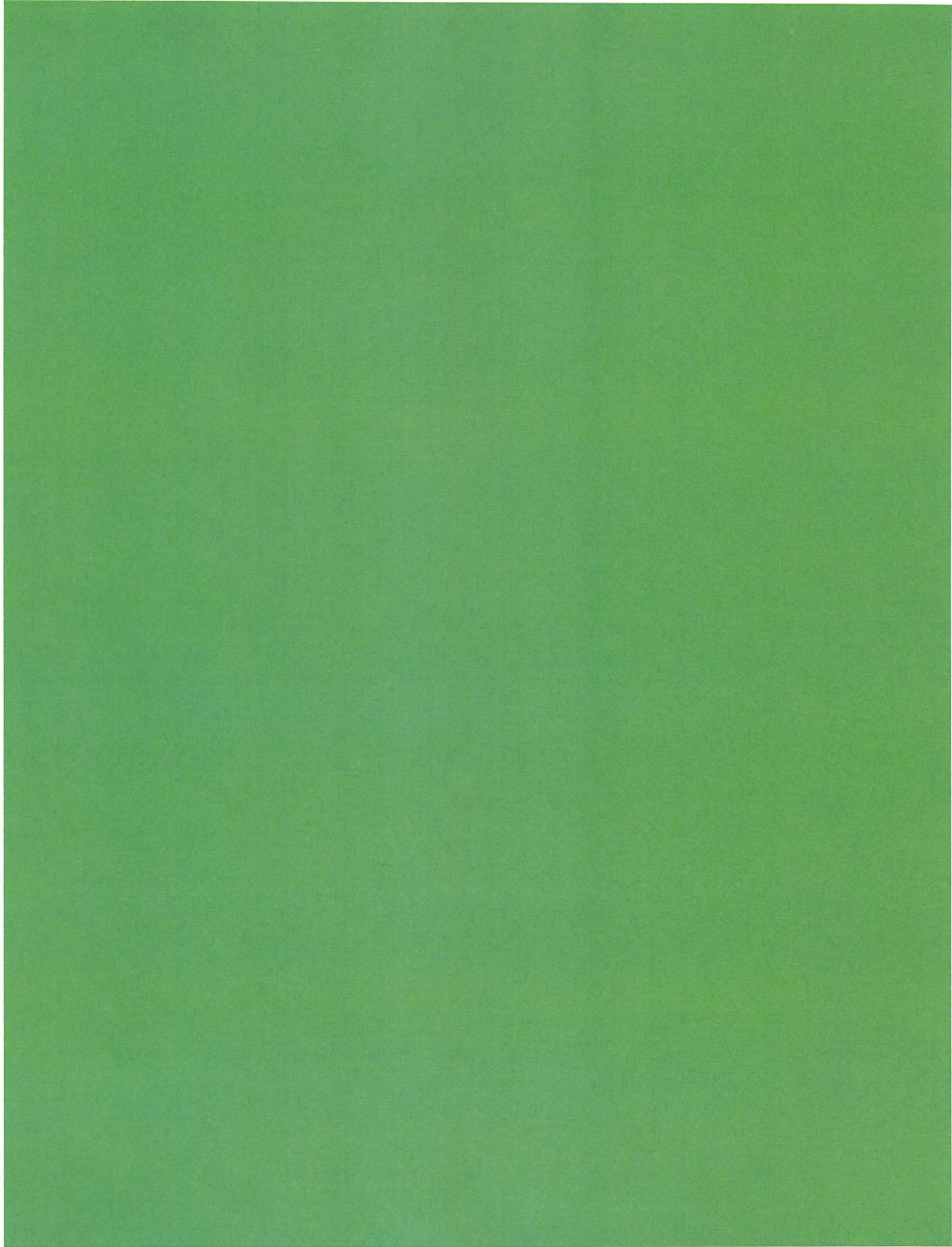
Proposal No. 19-LCSD-001

APPENDIX

- Sample Product and Support Agreement
- KPrime Liability and Workman's Comp Insurances
- KPrime Financial Statements

Proposal No. 19-LCSD-001

KPrime Technologies 14647 S. 50th Street Suite 125. Phoenix AZ 85044





KPRIME TECHNOLOGIES
Enhancing Customer Experiences

SAMPLE AGREEMENT

KPRIME TECHNOLOGIES AUTHORIZED PRODUCT & SUPPORT PROVIDER AGREEMENT

This Agreement, effective as of _____ is made and entered into by and between KPRIME TECHNOLOGIES, Inc, a Nevada corporation, with its principal offices at 14647 S 50th Street Phoenix Arizona 85044 (hereinafter referred to as ("KPrime")), and _____.

The purpose of this Agreement is to set forth the mutually agreed terms and conditions under which KPrime shall supply VMI Security (hereinafter referred to as "VMI") 5333 tunnel x-ray and Evolv Security Edge detection system (hereinafter referred to as "Edge") product & support services to _____

Description of facility and project scope here:

Whereas, KPrime is in the business of providing security scanner hardware and software Products and Support Services to _____; and

Whereas, KPrime and _____ desire that KPrime becomes a non-exclusive provider of tunnel x-ray model # 5333 and Evolv Edge metal and non metal detector hardware and software Products and Support Services to _____ in accordance with:

REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

(hereinafter referred to as "Proposal ")

1. SCOPE OF WORK

As used herein, "Scope of Work" (SOW) shall refer to the support services to be performed by KPrime, as set forth Proposal _____. _____ will provide support to KPrime in accordance to Proposal _____ of this Agreement. _____ has authorized KPrime to perform SOW in accordance to Exhibit A.

2. NON-EXCLUSIVE

_____ understands that KPrime may have similar agreements with other parties. KPrime, at its sole discretion, may select other customers to provide the same type of support services in the same geographic area as the need arises.

3. TERM

Unless terminated as set forth in _____ the initial term of this Agreement commences on the effective date for a period of _____ months. Thereafter this Agreement may be renewed upon mutual agreement of the parties, in writing. If the expiration date of this Agreement is reached and KPrime and _____ are in the process of re-negotiating the terms and conditions of the relationship, the terms of this Agreement may be extended on a month-to-month basis contingent upon the mutual agreement of KPrime and _____

4. DISTRICT CONTACT

KPrime shall be the primary contact with _____ and as the primary liaison between _____, Evolv Security and VMI. KPrime shall be responsible for _____ first-call support (i.e., problem verification and isolation), and overall problem management for _____ support calls. KPrime will receive calls, attempt to isolate Product problems for resolution. _____ will authorize KPrime during the warranty and post warranty periods access to Product to perform services. These services will include all labor, parts, and materials necessary to service and support the Products covered under VMI's Warranty Terms and Conditions and Evolv Security Warranty Terms and Conditions. (Exhibit _____)

5. ACCEPTANCE

KPrime's acceptance of support service calls will occur upon _____ submittal of a completed KPrime's Work Order (WO).

6. CHANGE ORDERS

¶ All change orders and acceptance or rejection of such change orders, shall be in writing and made pursuant to the change order procedure set forth below.

§ _____ may request a change order provide that pricing and delivery impact are properly detailed/identified with such information as will permit KPrime to determine the reasonableness thereof. KPrime may, at its sole option, accept or reject any _____ requested change order.

§ _____ agrees that any proposed change order provision contained in the agreement between KPrime and _____, upon full execution there to, be incorporated into this Agreement and will be binding.

7. RESPONSE TIMES

Response times for delivery of all services is contained in the pertinent SOWs, set forth in Exhibit _.

8. SERVICE DELIVERY WARRANTY

§ KPrime will not perform any work without authorization from _____ for warranty, installation or repair calls. KPrime shall be responsible for verifying the validity of _____'s claim for support on Products during the warranty period through contact with the appropriate _____'s personnel.

§ KPrime warrants that all services delivered by the KPrime to _____ shall be provided in a professional and workmanlike manner.

§ KPrime warrants that the work performed will conform to the specifications in accordance with the manufacture. KPrime will test and remedy, without charge to _____ any services _____ finds to be defective or nonconforming work upon _____'s notice of such to the KPrime and shall continue diligently in accordance with KPrime's response time commitment to _____, until defect or nonconforming work is corrected, providing periodic written progress reports as requested by _____.

9. QUALITY OF SERVICES AND PERSONNEL

- § KPrime's objective shall be to provide the quality, experienced, trained, and reliable personnel that is quality conscious.
- § Independent quality checks shall be made by _____ periodically to assure quality performance. KPrime may also perform random quality checks of the services being provided by to the _____. KPrime shall provide a timely response and correction to any quality issues identified.
- § KPrime will submit complete documentation for the services provided to _____ in accordance with KPrime format and standards. _____ may be required to furnish additional documentation to KPrime based on KPrime's contractual requirements and KPrime will advise _____ in advance of any such requirements.

10. STATUS REVIEW MEETINGS

§ _____ and KPrime will communicate on a regular basis for the purpose of reviewing the effectiveness of the performance of this Agreement, suggesting changes, and implementing improvements. Information to be exchanged at these status review meetings includes, but is not limited to, the number of _____ calls, on-time response, first visit fix, specified call data supplied with call information and required corrective action. Meetings will take place as mutually agreed between the two parties.

11. PRICE, INVOICE, AND PAYMENT

§ Invoice to _____: KPrime will be issued invoice to _____ when the Product is shipped. KPrime will deliver invoice to _____ account payable as per _____ instruction. The invoice will include the following: (1) reference the _____ Purchase Order number; (2) KPrime's remit to address; (3) payment terms; (4) description of Product and services performed during the period of the invoice and (5) _____ name and location (site) and the description of Product and services will be the same language included on _____ Purchase Order to KPrime.

§ Payments to KPrime: In consideration for KPrime's Product and services under this Agreement, _____ will compensate KPrime according to the schedule and pricing set forth in Exhibit D, upon receipt of a valid invoice. Prices contained in Exhibit D shall be valid unless changed by mutual agreement in writing. KPrime's payment terms are net 30 days after receipt of the invoice or at the completion of the SOW whichever date is later.

12. OPERATIONS PLAN

The structure for coordinating the delivery of Product and on-site support services between KPrime and _____ is detailed in the SOW, which is attached hereto and incorporated into this Agreement as Exhibit _____. KPrime will comply with the Operations Plan that addresses the logistics for Call Flow and Escalation between KPrime and _____.

13. TITLE AND RIGHTS

¶ KPrime warrants that it is the rightful owner of all rights, title and interest in the items it may use under this Agreement, or obtains the right to make use of such items in fulfillment of this Agreement by procuring same from the Original Equipment Manufacturer.

¶ All KPrime copyrightable materials used by _____ under this Agreement shall belong exclusively to KPrime. _____ will not reproduce, recreate or use such materials without first obtaining, in writing, permission for use of same by an authorized KPrime representative.

14. CONFIDENTIAL INFORMATION

§ In the normal course of implementing this Agreement, certain proprietary information concerning the Products or _____s ("Confidential Information") may be disclosed by KPrime or _____, or both. All Confidential Information will be governed by the terms and conditions set forth in Agreement. As used in this Agreement, "confidential information" shall mean and include any and all data and information disclosed by _____ to KPrime or KPrime to _____ pursuant to this Agreement and designated as confidential verbally or in writing without limitation:

- (1) All information or data concerning or related to _____.
- (2) All forecasts for production, support, or service requirements submitted by KPrime pursuant to this Agreement, whether oral, written, or communicated in computer readable format; and;
- (3) All KPrime property is of a confidential nature which includes, but is not limited to, all Product, goods, software, hardware, training courses, training materials and any knowledge therefrom for the maintenance, installation, repair and preventative maintenance of KPrime Products for the purposes of performing the services obligations under this Agreement.

(4) CONFIDENTIALITY

Any other provision of this Agreement notwithstanding, the parties acknowledge that _____ is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the _____ will notify the other party as soon as possible.

§ _____ and KPrime shall not disclose confidential information without prior written consent of both parties. KPrime and _____ shall use such confidential information solely for the purpose of performing its obligations under this Agreement.

§ KPrime's obligations of confidentiality under this Agreement shall not apply to information which either:

- (1) is rightfully received by KPrime from some third party, other than
- (2) _____, without restriction.

- (3) is made available by _____ to the general public or becomes available to the general public by reason of acts or omissions not attributable to KPrime, its employees, agents or representatives; or
- (4) is already rightfully in KPrime's possession prior to the date of disclosure by _____ to KPrime, without obligation of confidentiality and rightfully received.

15. INDEMNITY

KPrime agrees to hold harmless and indemnify _____, its agents and employees against all claims, losses, liabilities and damages:

⌘ LIABILITIES AGAINST PROCURING AGENCY

KPrime shall indemnify, keep and save harmless the _____, all _____ agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the _____ (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the KPrime's acts or omissions, or those of KPrime's employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of KPrime to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that KPrime will be responsible for primary loss investigation, defense and judgment costs where this RFP of indemnity applies. In consideration of the award of the contract for this RFP, KPrime agrees to waive all rights of subrogation against the _____, its officers, officials, agents and employees for losses arising from the work performed by KPrime for the County.

16. INSURANCE

During the Term and at all times that KPrime performs work for _____, KPrime and/or VMI/Evolv Security shall maintain in full force and effect, at KPrime's own expense, insurance coverage to include:

- ⌘ KPrime to maintain Workers' Compensation: A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of KPrime and all risks to such persons under this Agreement
- ⌘ KPrime to maintain Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

☒ VMI to maintain Errors and Omission Liability Insurance: Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or

☒ VMI to maintain Professional Liability: Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.

☒ **CERTIFICATE OF INSURANCE**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this Agreement, KPrime shall furnish _____ with a Certificate of Insurance, or formal endorsements as required by the contract as issued by KPrime's insurer(s) as evidenced that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than 30 days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to _____.

17. INTELLECTUAL PROPERTY RIGHTS

☒ KPrime shall, at its sole expense, indemnify and hold harmless _____, its agents and its employees and will pay for any claim, suit or proceeding brought against _____ that any Products provided to _____ by KPrime in the Agreement including hardware, software, or documentation violates or infringes any third party's intellectual property right. KPrime shall pay all damages and costs including any attorneys' fees awarded in any Infringement Action against _____.

☒ Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other..

18. NON-TRANSFERABLE OR ASSIGNABILITY

The KPrime and _____ shall not assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any attempt to assign without such prior written consent shall be void.

19. RESPONSIBILITY

☒ KPrime personnel shall perform the services in the SOW in accordance with the conditions of all applicable permits and licenses.

§ _____ shall ensure full compliance with all applicable laws and regulations including, but not limited to the terms of the Occupational Safety and Health Administration and all local jurisdiction's safety and health regulations.

(b) KPrime warrants that all personnel assigned to this Agreement will demonstrate compliance with Federal, state and local laws governing US residency or registry for employment eligibility (e.g. submission of proper documentation confirming US citizenship or legal alien status and/or INS Form I-9).

(c) LEGAL ARIZONA WORKERS ACT COMPLIANCE

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

20. TERMINATION

This Agreement may be terminated as follows:

§ in the event that _____ terminates a particular Agreement between KPrime and _____, _____ will make any payments then owed KPrime by _____, unless _____'s termination is due to acts or omissions of KPrime such as would constitute a breach of this Agreement;

§ Upon termination, _____ shall return to KPrime all materials provided by KPrime under this Agreement.

§ MAY BE CANCELED PURSUANT TO A.R.S. §38-511

Notwithstanding to the exemption of provision A.R.S §38-511(E), KPrime hereto acknowledges that this agreement is subject to cancellation by _____ pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

21. SURVIVAL OF PROVISIONS

Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled including but not limited to warranty, indemnity, and confidentiality.

22. RELATIONSHIP OF PARTIES

The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not be interpreted as a joint venture, partnership, agency relationship, or formal business organization of any kind.

23. DELAYING CAUSE

KPrime shall not be liable for any delay in performance under this Agreement caused by an act of God or any other cause beyond KPrime's controls and without KPrime's fault or negligence (collectively "delaying cause"). KPrime shall, in the event of a delaying cause, immediately give notice to _____ of that cause.

24. TRADEMARKS

Neither KPrime nor _____ have any right, title or interest in the other's trademark or trade name or logo under this Agreement.

25. NONDISCRIMINATION

The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

26. INTERFERENCE WITH OPERATIONS

KPrime shall exert its best efforts not to interfere with the normal operation of the _____ facilities, equipment, or the work of any Contractor or Sub- Contractor on _____ premises. When KPrime anticipates unavoidable interference, it shall so notify the _____ as soon as KPrime receives knowledge of that interference, and a SOW schedule adjustment shall be made accordingly. Should the interference request be denied and result in an unavoidable delay in the SOW, KPrime shall be entitled to a mutually agreed to extension of time for performance. The _____ shall have final determination of priorities in case of conflicts with the operation of others. KPrime shall not operate any of the _____s equipment or control devices or those of any Contractor or Sub- Contractor on the _____ premises, except at the direction and under the immediate supervision of the _____ designated representative.

27. NON-APPROPRIATION CLAUSE

KPrime acknowledges that _____ is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the _____ obligations under this Agreement, then this Agreement shall automatically expire without penalty to _____ after written notice to KPrime of the unavailability and non-appropriation of public funds. It is expressly agreed that _____ shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

28. MISCELLANEOUS

⌘ GOVERNING LAW

The validity, construction, effect, and enforcement of the Agreement and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of _____. The venue shall be solely the appropriate state court in _____. The following exhibits to be annexed hereto are hereby made part of this Agreement

| | |
|-----------|---|
| Exhibit A | Scope of Work (SOW). |
| Exhibit B | _____ RFP |
| Exhibit C | OEM Warranty Terms and Condition |
| Exhibit D | Price, Product and Services under Agreement |

⌘ The parties agree that the provisions of this Agreement are severable and if any provision of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable. The remainder of this Settlement Agreement shall survive the termination of any provisions or combination of provisions contained herein.

⌘ Both parties agreed to draft this Agreement in the English language.

⌘
⌘

KPrime hereby agrees that there will be no active solicitation for employment of any employee of _____. Nothing in this agreement, however, may serve to prevent any employee of _____ from applying for employment with Kprime.

¶ This Agreement constitutes the entire agreement and understanding of KPrime and _____ with respect to the subject matter hereof and fully integrates and supersedes any and all prior or contemporaneous oral or written agreements, proposed agreements, negotiations, discussions or understandings between KPrime _____, with respect to the subject matter hereof. KPrime and _____ acknowledge that, other than as stated in this Settlement Agreement, they have not executed this Agreement in reliance on any statement, promise, representation or other matter or thing not expressly set forth herein.

¶ KPrime and _____ each represent and acknowledge that in executing this Agreement, they do not rely upon and have not relied upon any representation or statement not set forth herein made by their respective opposition, or by any of the respective opposition's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Settlement Agreement or otherwise.

¶ The terms, headings, and numbering provisions of this Agreement, including the reference to "Purpose" (which "Purpose" itself is also fully incorporated herein), are for convenience purposes only, and present to this Agreement no hierarchy or inferences as to the terms and conditions, and promises entered contained in this Agreement.

Signed and agreed this _2020.

KPRIME TECHNOLOGIES, INC.

By: _____

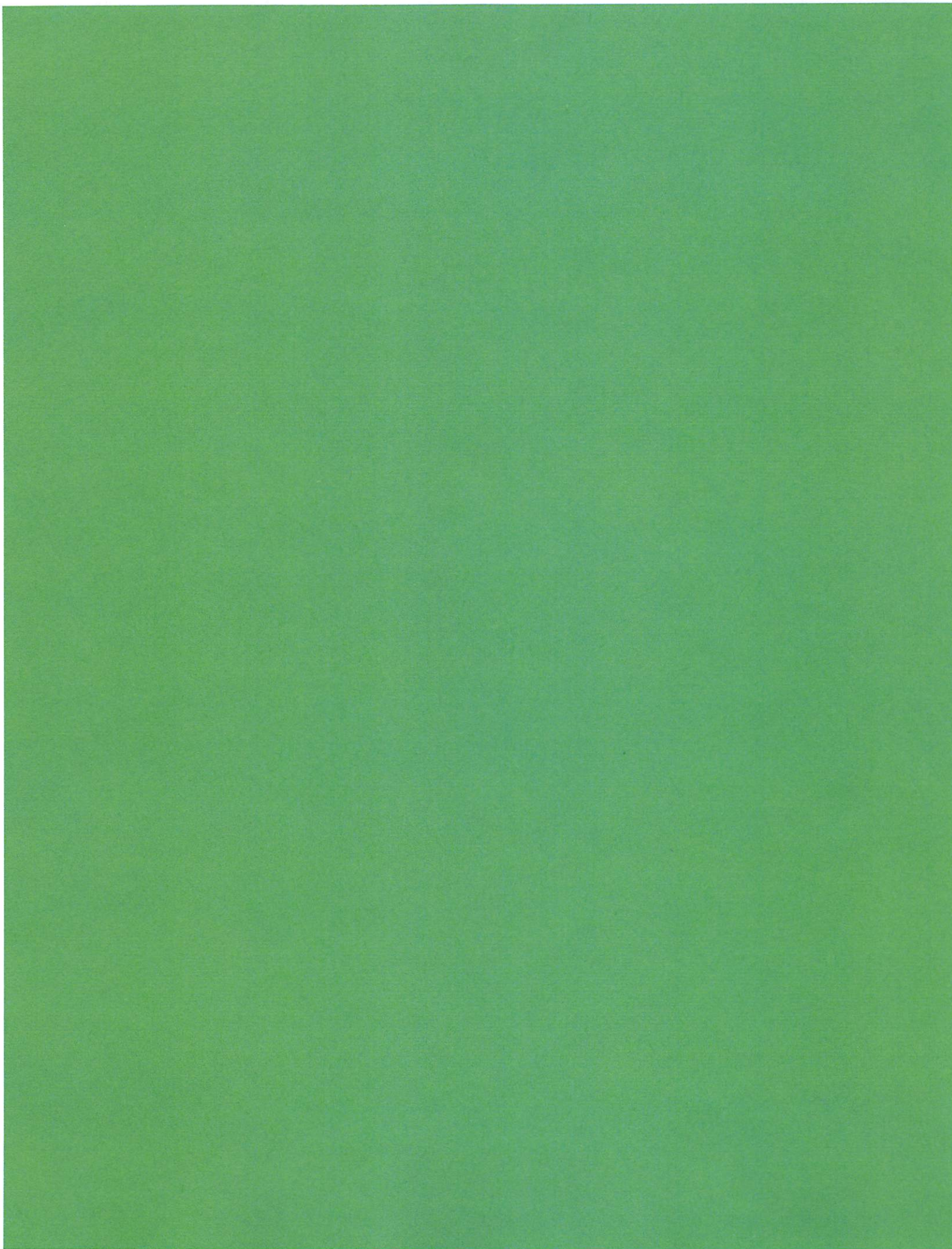
By: _____

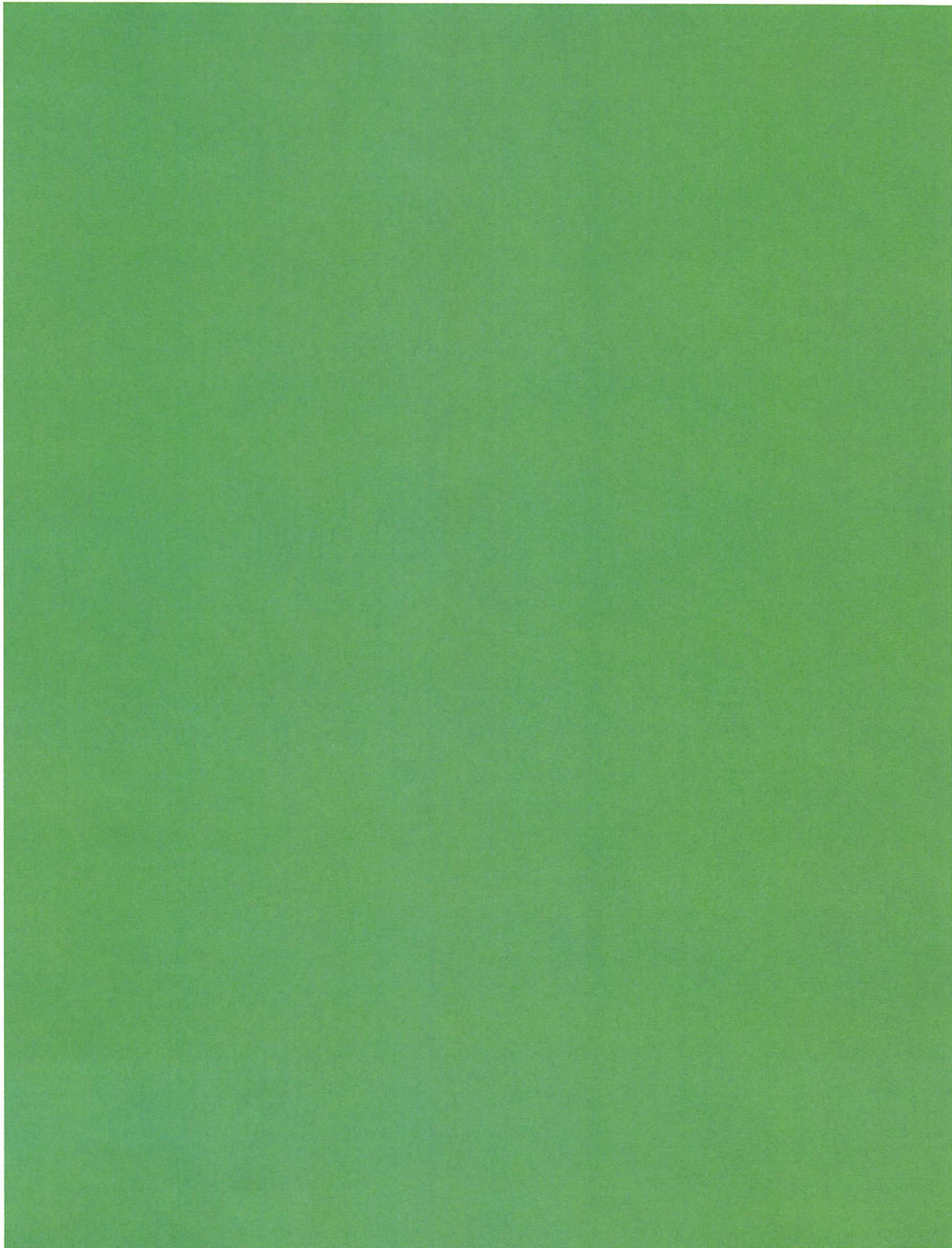
Name:

Name: Kham Lin

Title:

Title: Chief Executive Officer





***REVISED* CERTIFICATE OF INSURANCE**

TO WHOM IT MAY CONCERN:

Dated: January 22, 2019

NAMED INSURED:

Kprime Technologies Corporation
14647 South 50th Street, Suite 125
Phoenix, AZ 85044 USA

BROKER:

Lloyd Sadd Insurance Brokers Ltd.
350, 521 - 3rd Avenue SW
Calgary, AB T2P 3T3 P: 403.444.0950

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below. The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

COMPANIES AFFORDING COVERAGE:

Company Letter "A" CNA Solution Inc.
Company Letter "B" Continental Casualty Company

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRY DATE | LIMIT | |
|-------------------|--|------------------|-----------------------------|-----------------------|-------------|---|
| GENERAL LIABILITY | | | | | | |
| A | Commercial General Liability including: - Broad Form Property Damage - Personal & Advertising Injury | 6046342354 | March 22, 2018 | March 22, 2019 | \$1,000,000 | Per Occurrence |
| | | | | | \$2,000,000 | General Aggregate |
| | | | | | \$2,000,000 | Aggregate Products & Completed Operations |
| A | Tenants Legal Liability | 6046342354 | March 22, 2018 | March 22, 2019 | \$100,000 | Per Occurrence |
| B | Non-Owned Automobile | MPR2907735 | March 22, 2018 | March 22, 2019 | \$3,000,000 | CDN Per Occurrence |
| B | SEF 94 - Legal Liability for Damage to Hired Automobiles | MPR2907735 | March 22, 2018 | March 22, 2019 | \$75,000 | CDN Per Occurrence |
| INLAND MARINE | | | | | | |
| B | Motor Truck Cargo & Scheduled Air Carrier Method of Transportation Worldwide Coverage | MPR2907735 | March 22, 2018 | March 22, 2019 | \$200,000 | Catastrophe |

CANCELLATION

Should the Commercial General Liability policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail *nil* days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative.

LLOYD SADD INSURANCE BROKERS LTD.

per: *John Zimm*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER USI INS SVCS NATIONAL INC 41716621 8331 NORMAN CENTER DR STE 500 BLOOMINGTON MN55413 | CONTACT NAME: | |
| | PHONE (877) 287-1316 (A/C, No, Ext): | FAX (888) 443-6112 (A/C, No): |
| INSURED KPRIME TECHNOLOGIES 14647 S 50TH ST STE B125 PHOENIX AZ 85044-6464 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hartford Fire and Its P&C Affiliates | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | |
|---|--|---------------------|----------|------------------|-------------------------|--------------------------|--|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | LIMITS |
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | | MED EXP (Any one person) |
| | | | | | | | PERSONAL & ADV INJURY |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) |
| | ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) |
| | HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | 41 WEG ID1864 | 11/06/2018 | 11/06/2019 | E.L. EACH ACCIDENT \$1,000,000 |
| | (If yes, describe under DESCRIPTION OF OPERATIONS below) | N/A | | | | | E.L. DISEASE - EA EMPLOYEE \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | |
| Those usual to the Insured's Operations. | | | | | | | |

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY
14647 S 50TH ST STE B125
PHOENIX AZ 85044-6464

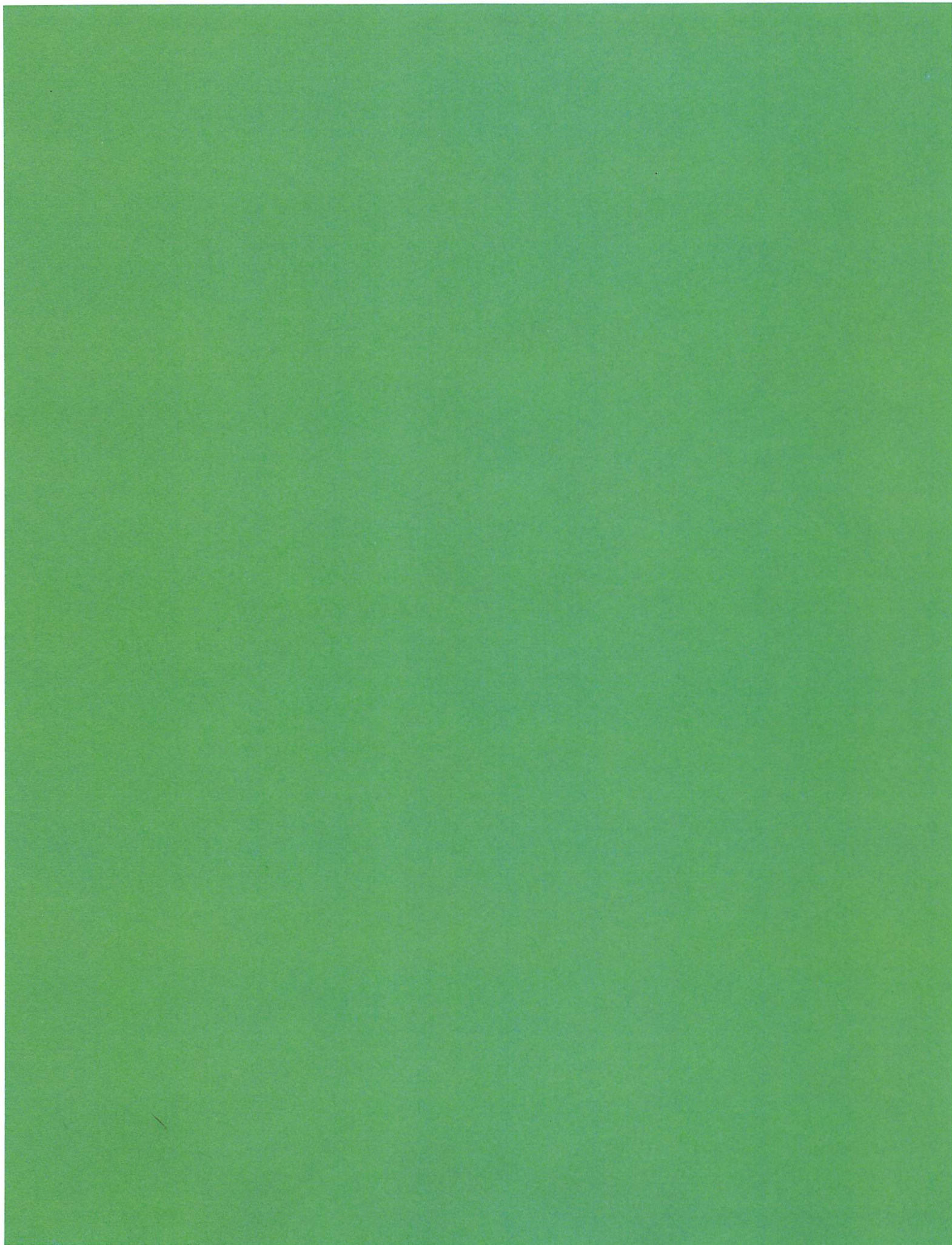
CANCELLATION

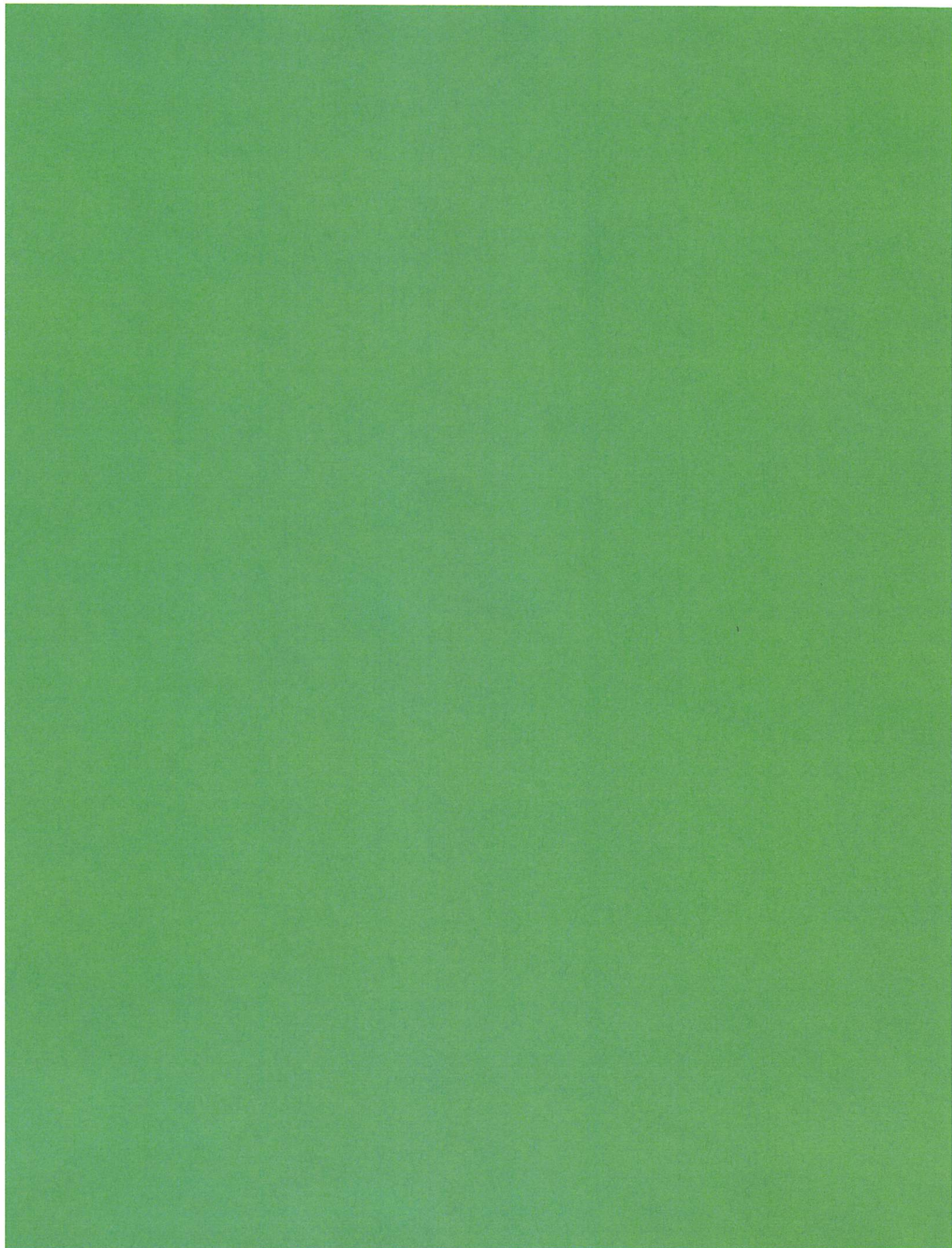
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Kprime Group USA and Kprime Technologies
Consolidated Financial Statements

December 31, 2018
(Unaudited - see Notice to Reader)

On the basis of information provided by management, we have compiled the consolidated balance sheet of Kprime Group USA and Kprime Technologies as at December 31, 2018 and the consolidated statement of earnings and retained earnings for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Calgary, Alberta

March 22, 2019

MNP LLP

Chartered Professional Accountants

Kprime Group USA and Kprime Technologies

Consolidated Balance Sheet

As at December 31, 2018

(Unaudited - see Notice to Reader)

| | 2018 (US \$) | 2017 (US \$) |
|-------------------------------|-----------------|-----------------|
| Assets | | |
| Current | | |
| Cash and term deposits | 916,946 | 700,468 |
| Accounts receivable | 422,987 | 112,608 |
| Income taxes recoverable | 7,956 | - |
| Inventory | 10,132 | 10,132 |
| Prepaid expenses and deposits | 19,594 | 20,139 |
| | 1,377,615 | 843,347 |
| Property and equipment | 159,632 | 69,156 |
| | 1,537,247 | 912,503 |
| Liabilities | | |
| Current | | |
| Accounts payable | 212,653 | 109,395 |
| Income taxes payable | - | 15,459 |
| Deferred revenue | 53,538 | - |
| | 266,191 | 124,854 |
| Shareholders' Equity | | |
| Share capital | 2,000 | 2,000 |
| Retained earnings | 1,269,056 | 785,649 |
| | 1,271,056 | 787,649 |
| | 1,537,247 | 912,503 |

Kprime Group USA and Kprime Technologies
Consolidated Statement of Earnings and Retained Earnings
For the year ended December 31, 2018
(Unaudited - see Notice to Reader)

| | 2018 (US \$) | 2017 (US \$) |
|---|------------------|------------------|
| Revenue | 3,513,100 | 3,159,579 |
| Cost of sales | 643,905 | 286,987 |
| Gross margin | 2,869,195 | 2,872,592 |
| Expenses | | |
| Salaries, wages and benefits | 1,641,180 | 1,811,737 |
| Travel | 216,617 | 173,342 |
| Rent | 187,526 | 114,946 |
| Meals and entertainment | 36,322 | 35,829 |
| Company functions | 33,850 | 1,748 |
| Telephone and internet | 29,571 | 28,743 |
| Amortization | 26,553 | 11,788 |
| Professional fees | 25,461 | 29,953 |
| Office | 17,205 | 17,582 |
| Utilities | 14,050 | 14,764 |
| Repairs and maintenance | 9,785 | 10,970 |
| Dues and subscriptions | 5,574 | 6,081 |
| Insurance | 3,262 | 3,835 |
| Advertising and promotion | 3,230 | 16,108 |
| Professional development | 2,605 | 14,289 |
| Postage and shipping | 2,252 | 5,661 |
| Supplies & safety | 1,888 | 5,787 |
| Interest and bank charges | 1,195 | 793 |
| Printing | 917 | 638 |
| Consulting | - | 41,966 |
| Lodging | - | 64,568 |
| Labour - install and travel | - | 3,640 |
| Moving | - | 300 |
| | 2,259,043 | 2,415,068 |
| Earnings from operations | 610,152 | 457,524 |
| Provision for income taxes | | |
| Federal | 113,710 | 159,296 |
| State | 13,035 | 9,391 |
| | 126,745 | 168,687 |
| Net earnings | 483,407 | 288,837 |
| Retained earnings, beginning of year | 785,649 | 496,812 |
| Retained earnings, end of year | 1,269,056 | 785,649 |

Kprime Group USA and Kprime Technologies
Consolidated Financial Statements
December 31, 2017
(Unaudited - see Notice to Reader)

On the basis of information provided by management, we have compiled the consolidated balance sheet of Kprime Group USA and Kprime Technologies as at December 31, 2017 and the consolidated statement of earnings and retained earnings for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Calgary, Alberta

March 16, 2018

MNP LLP

Chartered Professional Accountants

Kprime Group USA and Kprime Technologies

Consolidated Balance Sheet

As at December 31, 2017
(Unaudited - see Notice to Reader)

| | 2017 (US \$) | 2016 (US \$) |
|-------------------------------|-----------------|-----------------|
| Assets | | |
| Current | | |
| Cash | 700,468 | 535,527 |
| Accounts receivable | 112,608 | 31,844 |
| Inventory | 10,132 | 10,132 |
| Prepaid expenses and deposits | 20,139 | 27,422 |
| | 843,347 | 604,925 |
| Property and equipment | 69,156 | 25,174 |
| | 912,503 | 630,099 |
| Liabilities | | |
| Current | | |
| Accounts payable | 109,395 | 127,293 |
| Income taxes payable | 15,459 | 3,994 |
| | 124,854 | 131,287 |
| Shareholders' Equity | | |
| Share capital | 2,000 | 2,000 |
| Retained earnings | 785,649 | 496,812 |
| | 787,649 | 498,812 |
| | 912,503 | 630,099 |

Kprime Group USA and Kprime Technologies
Consolidated Statement of Earnings and Retained Earnings
For the year ended December 31, 2017
(Unaudited - see Notice to Reader)

| | 2017 (US \$) | 2016 (US \$) |
|---|------------------|------------------|
| Revenue | 3,159,579 | 2,494,398 |
| Cost of sales | 286,987 | 325,560 |
| Gross margin | 2,872,592 | 2,168,838 |
| Expenses | | |
| Salaries, wages and benefits | 1,811,737 | 1,220,269 |
| Travel | 173,342 | 138,098 |
| Rent | 114,946 | 56,068 |
| Lodging | 64,568 | 38,438 |
| Consulting | 41,966 | 107,897 |
| Meals and entertainment | 35,829 | 24,486 |
| Professional fees | 29,953 | 16,204 |
| Telephone and internet | 28,743 | 27,005 |
| Office | 17,582 | 11,169 |
| Advertising and promotion | 16,108 | 3,154 |
| Utilities | 14,764 | 6,455 |
| Professional development | 14,289 | 18,750 |
| Amortization | 11,788 | 19,736 |
| Repairs and maintenance | 10,970 | 7,564 |
| Dues and subscriptions | 6,081 | 4,126 |
| Supplies & safety | 5,787 | 622 |
| Postage and shipping | 5,661 | 3,298 |
| Insurance | 3,835 | 3,846 |
| Labour - install and travel | 3,640 | - |
| Company functions | 1,748 | 31,644 |
| Interest and bank charges | 793 | 793 |
| Printing | 638 | 2,243 |
| Moving | 300 | 4,555 |
| Miscellaneous | - | 592 |
| | 2,415,068 | 1,747,012 |
| Earnings from operations | 457,524 | 421,826 |
| Provision for income taxes | | |
| Federal | 159,296 | 144,504 |
| State | 9,391 | 8,823 |
| | 168,687 | 153,327 |
| Net earnings | 288,837 | 268,499 |
| Retained earnings, beginning of year | 496,812 | 228,313 |
| Retained earnings, end of year | 785,649 | 496,812 |