

GRATUITOUS SERVICES AGREEMENT

1. This gratuitous services agreement is between the United States Coast Guard Auxiliary ("RECIPIENT") and Orion Safety Systems a/k/a Standard Fusee Corporation ("PROVIDER").
2. The duration of this gratuitous services agreement is concurrent with the Memorandum of Agreement between the parties executed on even date. The duration of this agreement cannot be extended except by the express, written, mutual consent of both parties. However, both parties can mutually consent to early termination of this agreement. Additionally, this agreement can be unilaterally terminated by either party, with or without cause, with or without prior notification to the other party, in writing or verbally. Both parties are prohibited from claiming or seeking damages from the other party or from the United States because of any mutual or unilateral early termination of this agreement.
3. The terms of this agreement cannot be modified except by the express, written, mutual consent of both parties.
4. PROVIDER offers to provide the following gratuitous services to RECIPIENT:
 - (a) Approved boating safety materials for use by members of the Auxiliary in the performance of their authorized missions, and
 - (b) Access to the Orion Safety Awareness Program for Auxiliary members to increase their knowledge of emergency signaling and their use.
5. RECIPIENT agrees to accept PROVIDER's gratuitous services identified in Paragraph 4 above to the extent permitted by law.
6. PROVIDER agrees to provide the gratuitous services described in Paragraph 4 above with the full understanding that RECIPIENT and the United States will not compensate, provide any financial benefit to, or reimburse PROVIDER in any manner for providing those services.
7. PROVIDER agrees and declares that it has no expectation of receiving any compensation, financial benefit, or reimbursement of any kind from RECIPIENT or the United States for providing gratuitous services under this agreement.
8. PROVIDER agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against RECIPIENT or the United States for gratuitous services provided under this agreement.
9. PROVIDER understands and agrees that it would be unlawful for RECIPIENT to accept PROVIDER services if PROVIDER had any expectation of any

compensation, financial benefit, or reimbursement from RECIPIENT or the United States.

10. Both parties understand and agree that PROVIDER does not become a RECIPIENT employee or United States employee for any purpose under this agreement.
11. RECIPIENT declares that it will not replace or displace any federal employee because of this agreement.
12. RECIPIENT declares that it is not using this agreement in lieu of hiring a federal employee or contractor to perform the services described in Paragraph 4 above.
13. Both parties declare that this document constitutes the sole and complete gratuitous services agreement between them.

RECIPIENT:

APPROVED

Date: 2/14/15

Thomas C. Mathison
National Commodore
United States Coast Guard Auxiliary

PROVIDER:

APPROVED

Date: 1/15/13

Robert DeFonte
Vice President, Sales and Marketing
Orion Safety Products a/k/a Standard Fusee Corporation