

THIS MANUFACTURING SERVICE AGREEMENT is made on

Between

(1) whose registered office is at (the **Manufacturer**)

(2) whose registered office is at (the **Client**)

It is agreed as follows:

1. Definitions

WHEREAS

A. The Manufacturer provides contract manufacturing services for clients.

B. The Client is engaged in a range of activities including those described in the Schedule and wishes to engage the Manufacturer to produce (the "**Products**") designed and developed by Client and proprietary to Client.

C. This Agreement records the terms of the Manufacturer's appointment.

It is agreed as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

Agreement means this Agreement including all Schedules thereto;

Background Intellectual Property means Intellectual Property proprietary to either party and held by it prior to the commencement of this Agreement;

Commencement Date means the date on which this Agreement shall commence as specified in clause 16;

Confidential Information means the confidential information of a party that relates to the subject matter of this Agreement and includes:

(a) confidential information relating to a party's business;

(b) information relating to the terms of this Agreement; and

(c) all other information, including technical and commercial information, which might reasonably be regarded by a party to be confidential, or which may be expressly stated as being confidential information, including, but not limited to, drawings, diagrams, scientific formulae and methodology, procedures, standards and specifications,

but does not include information that:

(d) at the date of this Agreement is publicly available;

(e) subsequent to the date of this Agreement, is publicly available otherwise than as a result of a breach of this Agreement; or

(f) was obtained from some third party without breach by that third party of any obligation of confidence;

Consigned Materials means all materials which the Client consigned to the Manufacturer as reasonably requires for the purpose of the Services;

Data means information or results arising out of the performance of the Services;

Default means any failure to observe or perform a term of this Agreement;

Defaulting Party means a party in relation to whom there is an existing Default;

Facility means the facility commissioned by the Client to manufacture the Products pursuant to this Agreement at ;

Forecast means the forecast to be provided by the Client to the Manufacturer described in Clause 5.1;

Insolvency Event means circumstances in which a party:

(a) is unable to pay its debts as they fall due;

(b) makes or commences negotiations with a view to making, a general rescheduling of its indebtedness, a general assignment, scheme or arrangement or composition with its creditors;

(c) takes any corporate action or any steps are taken or legal proceedings are started for:

(i) its winding up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party (which approval will not be unreasonably withheld); or

(ii) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets;

(d) seek protection or is granted protection from its creditors, under any applicable legislation;

Intellectual Property Rights means;

(a) any rights in or relating to an invention;

(b) copyright, trademark, design, patent, semiconductor, circuit layout and/or plant breeders' rights;

(c) trade, business, company and/or domain names;

(d) any right to have Confidential Information kept confidential; and/or

(e) other proprietary rights;

or any rights to registration of such rights existing anywhere in the world, whether created before, on or after the date of this Agreement but excluding moral rights of individuals that are not transferable^

Notice means a notice, demand, waiver, approval, consent, or other communication or document which a party may, either expressly or by implication give under this Agreement;

Product means with Specification set out in Schedule A, to be manufactured by the Manufacturer in accordance with the Specification;

Purchase Orders means the purchase orders to be provided by the Client to the Manufacturer described in Clause 4;

Records include any information, documentation and samples in the Manufacturer's possession or control relating to the provision of the Services and where the Services includes the manufacture of one or more products;

Services mean the services to be provided by the Manufacturer to the Client described in Clause 3;

Services Intellectual Property means any Intellectual Property Rights created, resulting from or arising in the course of carrying out the Services;

Specification means the specification for the Product set out in Schedule A;

Term means the period of the Agreement specified under clause 16.

2. Interpretation

In this Agreement, where the context allows:

(a) the singular includes the plural and vice versa;

(b) a reference to 'person' includes corporations, associations, and any other group or body recognised by the Governing Law as having independent legal status;

(c) a reference to a particular gender shall include the other genders;

(d) headings are for convenience only and are not to be used in interpreting this Agreement; and

(e) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns:

(f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by

this agreement or that other agreement or document:

(g) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;

(h) where examples of a thing or set of things are given by reference to the word "including", the meaning of references to the thing or set of things is not to be limited by reference to the examples;

(i) this document or any part of it is not to be construed against a party because that party drafted or proposed it; and

(j) where words or expressions are defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

3. Services

3.1 During the term of this Agreement, Manufacturer shall provide contract manufacturing services for Client. Such Services provided by Manufacturer shall encompass products designed and developed by Client and proprietary to Client.

3.2 The services shall consist of the Manufacturer assembling or otherwise processing the Consigned Materials to manufacture the Products and to perform all tasks to ensure that the finished Products conform to the Client's specific requirements.

3.3 Manufacturer shall provide a fully equipped facility in , pursuant to internationally accepted manufacturing standards, to carry out the Services and a sufficient number of trained employees to perform the Services.

4. Pricing and Payment Terms

4.1 In consideration for the provision of Services, Client agrees to pay the Manufacturer the price mutually agreed between the Parties and is set out in the quotation by the Manufacturer to the Client. Each product will have its own quotation. Each such quotation will form the Agreement for payment of Services for the particular product.

4.2 In the event there is a request for Revision in product pricing, a new quotation mutually agreed between both parties shall be furnished to the Client, who shall provide written acceptance to such revised pricing including retrospective effects of these revised prices as applicable.

4.3 All Non-Recurrence Expenses Cost ("**NRE**") will be borne by the Client. Items include (but are not limited to):

- Assembly Equipment
- Unique Jigs and Fixtures
- Major Maintenance Cost on Consigned Equipment

4.4 Manufacturer will detail the required NRE to buyer for each Product prior to commencement of the Services related to the product. Manufacturer shall only execute NREs upon receiving

explicit written approval from Client.

4.5 In the event that production tooling is ordered by Manufacturer pursuant to a purchase order from Client, 100% of the agreed price for such production tooling as set forth in Client's purchase order shall be invoiced and payable upon receipt of Client's order.

4.6 In the event that test equipment is ordered pursuant to a purchase order from Client, 100% of the agreed price for such production tooling or test equipment as set forth in Client's purchase shall be invoiced upon receipt of Client's order, with 50% of the amount payable immediately and the balance 50% payable upon the commission of the test equipment.

4.7 Product payment terms shall be upfront payment before commencement of production to reduce Manufacturer's cash outflow for Material purchases in the initial term of trading between the Parties,

4.8 Payment will be made by wire transfer or cheque to the account designated in writing by the Manufacturer. Exceptions to this will be reviewed and agreed upon in writing by both parties. Manufacturer's invoices may be dispatched by postal mail, fax or electronic means, in accordance with Client's instructions.

4.9 To purchase any Product hereunder, Client will issue purchase orders ("**Purchase Orders**") specifying the quantity of the Product ordered, the per-unit price of the Product, the place of delivery and the delivery date. Manufacturer will accept all Purchase Orders that are consistent with the pricing, delivery lead time and minimum order quantity terms agreed to by the Parties. Manufacturer will use commercially reasonable efforts to accept such Purchase Order and will confirm in writing its acceptance or rejection of such Purchase Order within two (2) working days. Only written or electronically-dispatched Purchase Orders issued by Client shall be valid. Verbal or telephone orders, as well as additions or changes to the prevailing conditions, shall only be legally binding between the Parties if they have been confirmed in writing by Client and accepted by Manufacturer in writing.

4.10 All Purchase Orders issued by Client will be considered firm, binding and irrevocable. Any request by Client to reschedule Purchase Orders will be at the sole discretion of Manufacturer, and on case by case basis.

5. Purchase of Materials and Liabilities

5.1 Client shall provide to Manufacturer on a monthly basis a rolling order Forecast of at least six (6) months for the Product(s) for the purpose of visibility. The Forecast shall not be binding nor shall it be construed as an approval for Manufacturer to secure manpower and space requirements.

5.2 In the event that Client requests increases in Purchase Order delivery quantities or wishes to issue additional Purchase Orders or Forecast quantities, Manufacturer shall make best efforts to satisfy such requests. Manufacturer shall confirm in writing within five (5) working days whether the requested additional quantities can be fulfilled and notify Client of any price premiums (compared to the price for the Product as quoted by Manufacturer) associated with such requests. Price premiums, if any, are to be agreed in writing by Client.

5.3 Manufacturer shall provide to Client on a monthly basis a detailed Materials inventory report. This monthly Materials inventory report from Manufacturer must provide Client with sufficient details in order for Client to determine the current and future Materials exposure, based on Client's current Purchase Orders and current Forecast.

6. Materials on Consignment

6.1 During the term of this agreement, Client will supply Manufacturer with certain materials required for the manufacture of Products ("**Consigned Materials**"). Consigned Materials shall be in excess of the quantities required to manufacture the quantity of Product ordered, provided such excess is required to take advantage of minimum lot sizes required by Manufacturer to maintain production line efficiency.

6.2 As long as Manufacturer continues to have possession of the material supplied by Client, Client shall retain legal title to all such materials supplied. In the event such materials are used even with loss of identity, the legal title to the resultant products shall remain in Client.

6.3 Consigned Materials shall be kept in a singular location and clearly marked as owned by the Client.

6.4 Consigned materials shall be stored according to the instructions for each material in order to prevent that the material is damaged and that the stated shelf life of the consigned material can be achieved.

6.5 Manufacturer shall submit to Client on a monthly basis, a report on the balance of consigned materials in the possession and control of Manufacturer at its premises in agreed format.

6.6 Client agrees to a % attrition and yield allowance for materials supplied to Manufacturer. Manufacturer shall be liable for all physical shortages in excess of this specified attrition and yield allowance. Client reserves the right to perform a periodic statistical audit of Manufacturer's physical inventory.

6.7 Upon termination of this Agreement and/or business relationship for whatever reasons, Manufacturer shall return the remaining quantity of Consigned Materials to Client.

6.8 Purchase of materials with will be at same price as per originally paid to purchase the parts and this price will be applicable both ways for and Manufacturer.

6.9 Consigned material from need to be depleted before Manufacturer purchases from others.

6.10 Manufacturer will do quarterly stock checks on any consigned part from that they are keeping in their stock both by quantity and value.

6.11 Both and Manufacturer will use Purchase Orders for the usage of Consigned Materials.

7. Equipment on Consignment

7.1 During the term of this agreement, Client will supply Manufacturer with test stations, test fixtures, programmers, computers, printers' scanners, routers, gateways and other equipment

required for setting up a production quality flow that is integrated with Clients Quality Management System (QMS) and Enterprise Resource Planning System (ERP).

7.2 Manufacturer will clearly mark and identify all Client owned equipment.

7.3 Manufacturer will maintain a list over all Client owned equipment present at the customer's facility. The list will jointly be signed off on a quarterly basis.

7.4 The list shall include all relevant equipment purchased by the Manufacturer at the Clients expense, exemplified by but not limited to Manufacturing Defect Analysis (MDA) test jigs.

7.5 The Manufacturer will handle all consigned equipment in accordance with its intended use.

7.6 The Manufacturer will Client oversee the maintenance of all consigned equipment and ensure that all equipment remains in good working conditions. The Client will bear the expenses for the maintenance. Expenses are to be agreed upon before they are executed.

8. Quality

8.1 Manufacturer shall be responsible to set up and maintain an appropriate quality system for the Products ensuring the immediate application of any containment, corrective or preventive actions in case of (i) quality complaints by Client, (ii) requested rework by Client or (iii) date-code or lot sorting.

8.2 In particular the Manufacturer shall maintain ISO certification as long as the Manufacturer manufactures products and performs services for the Customer that are approved or are intended be approved for medical use under FDA and / or CE regulations

8.3 Should any urgent action be required with respect to the Products in order to guarantee such compliance, Manufacturer is responsible for the appropriate and timely implementation of such actions in order to ensure the continuity of manufacturing of Client's Products. Manufacturer shall be fully responsible if Products do not meet its required performance requirements due to manufacturing workmanship faults or omissions on the part of Manufacturer, and for which Client has not granted an exemption.

8.4 Client may at any time and at its own expenses and risk, unpack the Products for inspection. Any shortage, visual faults or damage will be reported to Manufacturer.

8.5 Manufacturer will accept unnoticed quality inspections from the Manufacturer.

9. Delivery Terms

9.1 All products to be delivered by Manufacturer under this Agreement shall be delivered EXW Manufacturer (as defined in INCOTERMS 2010), unless otherwise specified in an individual purchase order and accepted in writing by Manufacturer.

9.2 Manufacturer will deliver Products within the lead time as confirmed in writing by Manufacturer ("**Product Lead Time**"). Manufacturer shall not be responsible for non-compliances in Product Lead Time if such non-compliances are not directly attributable to Manufacturer's failure to perform its responsibilities to the fullest extent under this Agreement.

10. Intellectual property Rights

10.1 The Client grants to the Manufacturer a non-exclusive, non-sublicensable, non-assignable licence to the Client's Background Intellectual Property more specifically defined in Schedule B. The Background Intellectual Property specified in Schedule B is to be used by the Manufacturer for the sole and exclusive purpose of designing and developing the Product only during the term of this Agreement and only within the Manufacturer's own facilities. In no event does the licence granted herein include licences under any Intellectual Property of the Client the use of which is not reasonably necessary for the design and development of the Product.

10.2 All documentation in any form containing information relating to the Background Intellectual Property disclosed in Schedule B, whether provided by the Client or created by the Manufacturer, including all copies thereof, shall be delivered to the Client upon termination of this Agreement, whichever occurs first.

10.3 The Client and the Manufacturer shall have equal right, title and interest in the Services Intellectual Property except that neither party shall acquire any right, title or interest in any Background Intellectual Property of the other party. Each party may freely use or exploit, or licence any other party to use or exploit, any Services Intellectual Property in such manner as it thinks fit after successful completion of the Development or upon termination of this Agreement, whichever occurs first. The Manufacturer will assist the Client in any efforts the Client undertakes to protect the Services Intellectual Property rights.

10.4 The Client grants to the Manufacturer, a non-transferable, non-exclusive, royalty free licence to use the Services Intellectual Property not capable of sub-licence for the purpose of performing the Installation. Process Development. Technology Transfer and Services or otherwise complying with the terms of this Agreement.

10.5 Each party agrees to promptly notify the other of any actual or potential infringement of the other party's Intellectual Property Rights and will, at the other party's expense, provide all reasonable assistance and cooperation to that party in the defence of its Intellectual Property Rights.

11. Confidential Information

11.1 Each of the parties shall both during and after the arrangements contemplated by this Agreement have terminated:

(a) keep confidential the terms of this Agreement and all information, whether in written or any other form, which has been disclosed to it by or on behalf of the other party in confidence/or which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of the other party which is not directly applicable or relevant to the transactions contemplated by this Agreement); and

(b) procure that its officers, employees and representatives and those of its subsidiary companies keep secret and treat as confidential all such documentation and information and shall obtain from all such officers, employees and representatives to whom any of such documentation and information is disclosed an undertaking in favour of the other party to keep the same secret and confidential.

11.2 Clause 11.1 does not apply to information:

- (a) which shall after the date of this Agreement become published or otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by the other party to this Agreement in contravention of the obligations in clause 11.1;
- (b) to the extent made available to the recipient party by a third party who is entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other party or which has been disclosed under an express statement that it is not confidential;
- (c) to the extent required to be disclosed by any applicable law or by any recognised stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the party making the disclosure is subject, whether or not having the force of law, provided that the party disclosing the information shall notify the other party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before the disclosure must be made and shall take all reasonable action to avoid and limit the disclosure;
- (d) which has been independently developed by the recipient party otherwise than in the course of the exercise of that party's rights under this Agreement or the implementation of this Agreement;
- (e) which, in order to perform its obligations under or pursuant to this Agreement, either party is required to disclose to a third party;
- (f) disclosed to any applicable tax authority to the extent required by a legal obligation or to the extent reasonably required to assist the settlement of the disclosing party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing party; or
- (g) which the recipient party can prove was already known to it before its receipt from the disclosing party.

11.3 The provisions of this clause shall survive any termination of this Agreement.

12. Disclosure of Intellectual Property

12.1 Upon the commencement of this Agreement, the Client must promptly disclose to the Manufacturer the Intellectual Property and must provide the necessary assistance in the transfer of technology to the Manufacturer, including but not limited to provision of research results and data.

12.2 The Manufacturer must not, without the prior written consent of the Client, permit any article or material to be published or disclosed verbally or otherwise, where to do so in Client's opinion may prejudice any present or future registration, or commercial exploitation or value of any Intellectual Property in which the Client has actual or potential ownership or licensed interests. The Client must not unreasonably withhold its consent and must advise the Manufacturer of its decision within 30 days of request, failing which consent will be deemed to be given.

12.3 Subject to the obligations under the any securities exchange listing rules or regulatory requirements applicable, neither party may use the other party's name, trade marks or logos, or make a public statement relating to this Agreement, unless it has first obtained written consent from the other party.

13. Maintenance of Records

13.1 The Manufacturer will maintain original Records for a period of 2 years from the date this Agreement expires or is terminated (or such longer period required by any applicable laws or regulations), at which time the Records will be delivered to the Client at the Client's request.

13.2 The Manufacturer must maintain such copies of the Records as are necessary for it to comply with any applicable laws or regulations.

14. Limitation on Liability

14.1 All warranties and conditions which might otherwise be implied in relation to this Agreement are, to the extent permitted by law, excluded from this Agreement.

14.2 The Manufacturer is not liable for any loss or damage, however caused, suffered by the Client in connection with this Agreement.

14.3 The Client will be responsible for conducting any recalls of defective Products sold by it to third parties. The Manufacturer must reimburse the Client's costs of conducting any recalls within 30 days of a request to do so, unless the need to recall Products arose solely out of a deliberate, wrongful or negligent act or omission of the Client, its employees, agents or sub-contractors.

15. Indemnity and Insurance

15.1 The Client agrees to indemnify the Manufacturer for all losses, damages and expenses suffered or incurred by the Manufacturer as a consequence of any Claim made against the Manufacturer by any person who has been injured or suffered any loss or damage as a result of that person's use of any product manufactured by the Manufacturer on behalf of the Client as part of or incidental to the provision of the Services except to the extent such injury, loss or damage arose as a consequence of the breach of contract by, or negligent or criminal act or omission of the Manufacturer, its officers, employees, agents or contractors.

15.2 The Client releases and indemnifies the Manufacturer, its officers, employees, consultants and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of a breach of warranties or obligations contained in this agreement or death of or personal injury to persons or property damage arising out of or in connection with supply of the Services or the Products in breach of this Agreement, and from and against all damages, reasonable costs and expenses incurred in defending or settling any such claim, proceeding or demand.

15.3 The Manufacturer must maintain during the term and for 3 years after the expiry or termination of this Agreement, comprehensive insurance policies for the performance of its obligations under this Agreement to the satisfaction of the Client, including product liability and public liability insurance for no less than per claim. The Client may request the Manufacturer to produce written evidence of such insurances at any time (including certificates of currency of insurance from the insurer).

16. Term and termination

16.1 This Agreement shall become effective on and shall have a term of years from the Commencement Date subject to earlier termination as provided herein.

16.2 The Client may terminate this Agreement by serving at least 3 months written Notice to the Manufacturer.

16.3 If either party should default in the performance of any material obligation assumed under this Agreement (an "Event of Default"), then the non-defaulting party may give written notice to the defaulting party which notice shall specify the Event of Default. After receipt of such notice, the defaulting party shall have a period of 30 days in which to cure the Event of Default. If such Event of Default is not cured within such period, then the non-defaulting party may terminate this Agreement at any time upon written notice to the defaulting party. Any such termination shall be without prejudice to any other rights which the non-defaulting party may have as a result of any breach of this Agreement.

16.4 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

- (a) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
- (b) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (c) that other party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligation imposed on that other party under this Agreement; or
- (d) that other party ceases, or threatens to cease, to carry on business.

16.5 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

16.6 The rights to terminate this Agreement given by this Condition shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

16.7 Upon termination of this Agreement for whatever reason, the Manufacturer shall promptly deliver to the Client:

- (a) all Background Intellectual Property of the Client in accordance with Clause 10;
- (b) a copy of all Service Intellectual Property (including designs and drawings relating to the development of the Product under this Agreement) as the Client may request.

16.8 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

17. Assignment and sub-contracting

17.1 Subject to the Client's written consent, which shall not be unreasonably withheld, the Manufacturer shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion for this purpose.

17.2 The rights and benefits of the Manufacturer under this Agreement shall not be assigned, mortgaged, charged, transferred or otherwise disposed of without the prior written consent of the Client.

18. Patent and copyright indemnity

18.1 The Manufacturer shall indemnify the Client against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, copyright, trade mark or other intellectual property rights (whether in or elsewhere) by the use of the Product or any part thereof supplied by the Manufacturer.

18.2 In the event of any claim being made or action brought against the Client arising out of the matters referred to in this Condition, the Manufacturer shall be promptly notified thereof and may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise therefrom. The conduct by the Manufacturer of such negotiations or litigation shall be conditional upon the Manufacturer having first given to the Client such reasonable security as shall from time to time be required by the Client to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the Client may become liable. The Client shall, at the request of the Manufacturer, afford all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable expenses incurred in so doing.

19. Amendments

This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

20. Severability

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the effective provisions shall continue to be valid.

21. Notices

21.1 Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be:

(a) sent by e-mail with receipt set out in clause 21.2; or

(b) delivered by hand or sent by prepaid recorded delivery, special delivery or registered post to the relevant address in clause 21.2

In each case it shall be marked for the attention of the relevant party set out in clause 21.2 (or as otherwise notified from time to time under this Agreement). Any notice so served by hand, e-mail, fax or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand, e-mail or by fax occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

Address of notices

21.2 The addresses of the parties for the purpose of clause 21.1 are:

(a) **Manufacturer:**

Address:

e-mail address:

For the attention of:

(b) **Client:**

Address:

e-mail address:

For the attention of:

English language

21.3 All notices or formal communications under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

22. Settlement of disputes

Amicable Settlement

22.1 If any dispute, controversy or claim between the parties arises out of or in connection with this Agreement, they shall use all reasonable endeavours to resolve the matter amicably. If one party gives the other notice that a material dispute has arisen and the parties are unable to resolve the dispute within a period of thirty (30) days of service of the notice, then the dispute shall be referred to the respective Chairmen / Chief Executives of the parties. Neither party shall resort to dispute resolution below against the other under this Agreement until thirty (30) days after the referral. This shall not affect a party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar court order to enforce the obligations of the other party.

Dispute Resolution

23. Force Majeure

In the event that performance by either party of its obligations under this Agreement is prevented due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of product facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this section - and if such party shall give prompt written notice to the other party - its performance shall be excused, and the time or the performance shall be extended for the period of delay or inability to perform due to such occurrences.

24. Counterparts

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

25. No rights for Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

Schedule A PRODUCTS SPECIFICATION

Schedule B BACKGROUND INTELLECTUAL PROPERTY

[Set out any specific Intellectual Property licensed by the Client to the Manufacturer for the manufacture of the Product]

Schedule B PRICE AND PAYMENT

Price - [Insert price adjustment if any and any retention by Client until Product is proven satisfactory]

Payment Schedule

As witness this Agreement has been executed by or on behalf of the parties the day and year first before written.