

U.S. Agent Services
Terms and Conditions

AGREEMENT by and between Emcos Inc., ("Agent") and Your Company ("Registrant").

The parties agree that Agent shall serve as Registrant's designated U.S. Agent pursuant to section 415(a) of the U.S. Food, Drug and Cosmetic Act, 21 U.S.C. sec. 350(d)(a) (the "Act"), subject to the following terms and conditions:

Registrant authorizes Agent's individual employees to register its food facility (identified above or on the accompanying Emcos Inc. registration form) with the U.S. Food and Drug Administration ("FDA") pursuant to section 415(a) of the Act and to update or renew such registration or information, during the term hereof, pursuant to 21 C.F.R. Sec. 1.225 et seq. Registrant authorizes Agent's individual employees to verify that a new registration's submission was authorized by the owner, operator, or agent in charge of the facility pursuant to 21 C.F.R. 1.231(4), by submitting the electronic "receipt code" in FDA's Food Facility Registration Module. Registrant consents to inspection by FDA and authorizes Agent to consent to inspection of the facility by FDA and to such other conditions as are required by FDA for facility registration. Registrant represents and warrants that it is the owner, operator or agent in charge of the identified facility, and is responsible for compliance pursuant to 21 C.F.R. sec. 1.225 et seq. Registrant will provide Agent with all information and materials necessary or reasonably requested by Agent to register the food facility and to fulfill Agent's responsibility as U.S. Agent pursuant to the Act. In the event that Registrant provides e-mail or other written communication modifying or supplementing the Legal Company Name and Company Address identified above, such information may be relied upon by Agent and shall be incorporated herein by reference. Registrant warrants that the information and materials provided by Registrant will be accurate, truthful, genuine and current. Agent will forward all communications from the FDA to Registrant at the address, telephone number or email address stated above. Agent may (but is not required to) cancel Registrant's food facility registration in the event that Registrant fails to respond to communications from Agent or fails to designate a replacement U.S. Agent within ten days of notification by Agent to Registrant that Agent intends to resign as Registrant's U.S. Agent under the Act.

The services performed by Agent under this agreement are limited to those required to be performed by Agent pursuant to the Act. Agent's fee shall be paid in accordance with Agent's standard fee schedule and any modifications or revisions thereto. Agent may perform additional services in its discretion at Registrant's request for additional fees. Agent does not and will not practice law or render legal advice.

Registrant agrees to reimburse, indemnify and hold harmless Agent from and against any and all expenses, costs and claims, including claims by third parties and nonparties, including but not limited to any governmental agencies, and related costs and attorneys' fees, and including but not limited to any reinspection fees owed to FDA, whether such claims are alleged in tort, contract or under other law, arising out of or in connection with this agreement, the transactions contemplated hereby, any claim

connected to the business or operations of Registrant, or any breach of law by Registrant. Registrant waives any and all claims against Agent arising out of or in connection with this Agreement except for willful misconduct or gross negligence and for those waives its claims to the extent the law permits. As used in this agreement, "Agent" shall include Emcos Inc., its successors, assigns, affiliates, parents, subsidiaries, officers, directors, shareholders, agents and employees. In the event that the FDA notifies Registrant or Agent or both that FDA intends to conduct a reinspection of Registrant's facility, Registrant shall pay to Agent in advance of such inspection a deposit, or secure a bond, in such amount as is reasonably requested by Agent to pay for anticipated reinspection fees to be charged by FDA or otherwise to be incurred or obligated by Agent in connection with or arising out of such reinspection, and Registrant shall pay immediately any deficiency in such deposit or bond resulting from fees charged by FDA or other expenses incurred by Agent in connection therewith.

Neither party to this contract shall be held responsible for breach of contract caused by an act of God, insurrection, civil war, war, military operation, terrorism or local emergency. Time shall not be of the essence for services to be rendered by Agent. This document, together with the documents incorporated herein by reference, contains the entire agreement between the parties, and may not be modified except in writing signed by the party to be charged. The use of the plural herein includes the singular and vice versa. This agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Florida, without giving effect to its choice of law provisions. Any action or proceeding arising out of or in connection with this agreement or the transactions contemplated hereby shall be brought in the courts of Florida in the United States of America. The parties hereto consent to exercise of in personam and subject matter jurisdiction by the courts of the State of Florida.

Agent may terminate this Agreement at any time upon giving written notice to Registrant by U.S. Mail to the address stated above or provided by Registrant for its food facility registration, or by fax to the fax number provided by Registrant for its food facility registration, or by e-mail to the e-mail address provided by Registrant for its food facility registration. Registrant may cancel this Agreement at any time by FedEx, DHL, or UPS overnight delivery service, or by fax to the address and fax number stated above, or found on the website www.emcosinc.com at the time of the cancellation, with such information as will confirm that Registrant's food facility registration has been maintained or canceled consistent with the requirements of the Act. In the event of termination by either party, no part of the fees paid to Agent hereunder shall be refunded, and the last sentence of paragraph 1 shall survive termination and remain in effect.

This agreement shall expire on December 31st of the current year, unless terminated earlier, except for the last sentence of paragraph 1, which shall survive termination. Commencing January 1st of the following year, this agreement will renew automatically for successive terms of one year unless terminated pursuant to the terms hereof.

Registrant acknowledges that Emcos Inc. is a private registration agent not affiliated with the U.S. Food and Drug Administration.