EXHIBIT 10.12  
  
  
AGREEMENT  
  
Between:  
  
AMERICARE BIOLOGICALS, INC.,  
  
a company duly registered in the United States of America  
---------------------------------------------------------  
(hereinafter referred to as "Americare")  
  
and  
  
Xxxxxxx Xxxxxxxx (62 Xxxxxx Xxxx, Xxxxxxxxx 0000, Rep. of South Africa)  
  
  
A company therefore will be formed in the Federal Republic of South Africa  
(hereinafter referred to as "Distributor")  
  
1. PREAMBLE  
  
 WHEREAS, AMERICARE, a company duly registered in the United States of  
 America and doing business at 00 X.X. 000xx Xxxxxx, Xxxxx, Xxxxxxx  
 00000 XXX, owns and/or has proprietary interests in certain non  
 invasive diagnostic testing technology as defined in Addendum "B",  
 which has been incorporated into its XXX-XXX(R) Tests ("product").  
  
 AND  
  
 WHEREAS the Distributor has desire to market and sell the products in  
 the territory as defined herein.  
  
 BOTH PARTIES HEREBY AGREE AS FOLLOWS:  
  
  
  
  
  
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2. INTERPRETATION  
  
 In this agreement unless the context clearly indicates a contrary  
 intention:  
  
 a. The head-notes are for reference purposes only and shall not  
 affect the interpretation of any part hereof.  
  
 b. The singular includes the plural and vice versa.  
  
 c. A reference to one gender includes the other genders  
  
 d. A reference to a firm or body corporate includes a natural person  
 and vice versa.  
  
 e. The schedules and addenda shall be initialled by the parties for  
 the purposes of identification and form part of this agreement as  
 if specifically included herein.  
  
 f. Words and expressions defined in the Companies Act Xx. 00 xx 0000  
 xx xxx Xxxxxxxx xx Xxxxx Xxxxxx shall be given those defined  
 meanings when used in this agreement; the following words bear  
 the meaning set out opposite them below and cognate expressions  
 bear a like meaning:  
  
  
1. effective date the date of last signature of this  
 agreement,  
  
2. Commencement date the date where this agreement  
 commences, being 1. August 1999  
  
  
3. Initial License Period The initial period of exclusivity granted by  
 AMERICARE to the Distributor while the  
 product goes through the certification stage  
 and while the Distributor introduces the  
 product in the territory; for a period of 2  
 (two) years, documentation of the progress  
 will be submitted by distributor monthly.  
  
4. Territory The geographical area covered by all  
 countries of the continent Africa, except  
 "Nigeria".  
  
5. The product non invasive diagnostic testing technology,  
 including but not limited to the testing of  
 HIV, using Americare's patent pending saliva  
 collection device, which has been  
 incorporated into its Xxx-Xxx(R) HIV Test  
  
6. The Mandate written approval by the South African  
 Health or Drug Administration that the  
 product is an accepted procedure and/or test  
 and complies with the country's appropriate  
 laws governing such testing device and/or  
 pharmacology  
  
  
  
  
  
  
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7. Minimum quantity the minimum number of units to be purchased  
 by the distributor from AMERICARE over a  
 given period to maintain exclusivity for the  
 territory.  
  
3. LICENSE  
  
 3.1. In order for the Distributor to acquire the necessary licenses,  
 certificates and mandates in the territory necessary to legally  
 market the Product and to introduce the product in the territory  
 AMERICARE grants the Distributor an initial exclusive right to  
 license, market and sell the product in the territory.  
  
 3.2. The distributor will:  
  
 - submit the product to the respective certification  
 authorities in the territory for approval and/or  
 certification in order to obtain a written Mandate from the  
 South African Government to market and sell the product in  
 the territory;  
  
 - not sell or market the product in the territory prior to the  
 issuance of the Mandate;  
  
 - bear all administrative and incidental costs in the  
 Territory necessary for the acquisition of the mandate and  
 registration in the territory;  
  
 3.3. AMERICARE will:  
  
 - Provide the Distributor with all product samples at the  
 Distributors price, that may be required by the authorities  
 to conduct the necessary tests in order to issue the written  
 mandate.  
  
 - Provide the distributor with all product documentation  
 necessary or required by the authorities in order to issue  
 the written mandate.  
  
 3.4. Any and all licenses, registrations, and/or Mandates obtained for  
 the product in the territory by the distributor shall be the  
 property of AMERICARE. If at any time Distributor is not in  
 compliance with any of the terms of this Agreement, Distributor  
 shall deliver to AMERICARE any and all licenses, registrations,  
 and/or Mandates with all duties paid. The Distributor warrants  
 further that it shall execute any documentation necessary to  
 facilitate the delivery of same.  
  
 3.5. In the event Distributor fails to receive the Mandate from the  
 authorities in the territory within one year from the effective  
 date of this Agreement, this Agreement shall terminate without  
 the parties having any further recourse against each other.  
  
  
  
  
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 3.6 In the event of the Distributor not ordering the minimum quantity  
 from AMERICARE during the licensing period as set out in Addendum  
 "A", the exclusivity for the Territory shall be terminated under  
 this agreement.  
  
 3.7. Any or authority imparted by the Supplier to the Distributor to  
 produce any and all licenses, registrations and/or mandates  
 pursuant to this Agreement shall not be considered in any way to  
 be a granting of any intellectual property and/or Proprietary  
 rights to the Distributor.  
  
4. RESPONSIBILITIES  
  
 4.1. After the product being licensed for distribution in the  
 territory, Distributor will market and sell the HIV medical test  
 kits under the Xxx-Xxx(R) label. Each unit of the Product sold by  
 Distributor must also list Distributor as the authorised  
 Distributor in the territory on the Product's label  
  
 4.2. AMERICARE will grant to the Distributor an exclusive license to  
 market and sell the Product in the Territory after Distributor  
 purchases the minimum units of the Product as set forth in  
 Addendum A. during the initial licensing period. Such exclusive  
 rights shall remain in force as long as Distributor maintains the  
 minimum annual purchase requirements set forth in Addendum A and  
 as long as Distributor maintains the Mandates.  
  
 4.3. Any authority granted by AMERICARE to Distributor to produce any  
 and all licenses, registrations, and/or Mandates pursuant to this  
 Agreement, shall not be considered in any way to be a granting of  
 any intellectual property and/or other proprietary rights to  
 Distributor.  
  
 4.4. Distributor will provide any and all documents that may be  
 necessary to assist AMERICARE in securing the necessary export  
 licenses from the United States to the territory.  
  
5. PURCHASE ORDERS  
  
 5.1. Distributor will from time to time place purchase orders with  
 AMERICARE for the Product. AMERICARE will, upon receipt of any  
 and all purchase orders, fill such orders within a six weeks  
 period after receipt of an order, and letter of credit for full  
 amount of order.  
  
 5.2. AMERICARE will confirm each order in writing and confirm the  
 expected shipment date. If AMERICARE is unable to fill any order  
 within that period AMERICARE will contact Distributor and advise  
 it of the delay and inform Distributor when it can reasonably  
 expect shipment.  
  
 5.3. each order placed by the distributor shall contain a minimum  
 quantity of 5,000 units each.  
  
  
  
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6. SHIPMENT  
  
 6.1. All shipments must be maintained in an air-controlled temperature  
 environment between forty five (45) and eighty five (85) degrees  
 Fahrenheit,  
  
 6.2. All orders will be shipped on the basis FCA Miami airport,  
 according to INCOTERM 1990.  
  
 6.3. It is the responsibility of the Distributor to secure all  
 necessary documents such as import licenses, insurance etc. for  
 the shipment.  
  
7. PAYMENT  
  
 7.1. If not otherwise agreed in writing, payment to AMERICARE must be  
 in the form of an irrevocable, transferable, assignable, and  
 divisible and Letter of Credit from a FDIC approved bank. The  
 Letter of Credit has to comply with the ICC (International  
 Chamber of Commerce) Uniform Customs and Practice for Documentary  
 Credits (UCP 500).  
  
8. MARKETING AND PRODUCT LITERATURE  
  
 8.1. Distributor must submit all Product marketing and sales  
 brochures, pamphlets, product inserts and other printed Product  
 materials to AMERICARE for final approval. Said approval shall be  
 within AMERICARE's sole discretion and shall not be unreasonably  
 withheld.  
  
 8.2. AMERICARE shall provide instructions for the use of the Product,  
 technical data, descriptions and explanations of the Product's  
 technology in English only. Distributor must perform all  
 translations. Distributor shall indemnify AMERICARE from any and  
 all liability which may arise as a result of any translated  
 document. Copies of all translated documents must be provided to  
 AMERICARE.  
  
9. TECHNICAL SUPPORT AND TRAINING  
  
 9.1. AMERICARE is not obliged to provide any technical support,  
 research materials, lectures or training to Distributor free of  
 charge. From time to time AMERICARE may provide data,  
 descriptions and explanations of the Product. The provision of  
 any services or materials from time to time by AMERICARE will not  
 create any obligations under this Agreement.  
  
 9.2. Any support, lectures or training provided to Distributor at the  
 offices of AMERICARE will be provided free of charge.  
  
 9.3. AMERICARE will not charge Distributor any professional fees for  
 the use of any AMERICARE scientists, also in the whole period  
 during certification of the product.  
  
  
  
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10. RELATIONSHIP OF PARTIES, DISCLAIMER OF RESPONSIBILITY  
  
  
 10.1. The relationship between AMERICARE and Distributor is that of  
 independent contractor. Distributor is not and shall not be deemed  
 to be the representative or agent of AMERICARE for any purpose  
 whatsoever and AMERICARE shall not be liable for any acts or  
 omissions of Distributor all of which shall be done or be deemed  
 to be done by Distributor in its own name as principal.  
  
  
 10.2. As an independent contractor, the mode, manner, method, and means  
 used by Distributor in the performance of services shall be of  
 Distributor's selection and under the sole control and direction  
 of Distributor. Distributor shall be responsible for all risks  
 incurred in the operation of Distributor's business and shall  
 enjoy all the benefits thereof. Any persons employed by or  
 subcontracting with Distributor to perform any part of  
 Distributor's obligations hereunder shall be under the sole  
 control and direction of Distributor. Distributor shall have  
 solely responsible for all liabilities and expenses thereof.  
 AMERICARE shall have no right or authority with respect to the  
 selection, control, direction, or compensation of such persons.  
  
 10.3 Other than any loss suffered as a result of inefficiency of the  
 product, AMERICARE makes no express warranty or representation and  
 none shall be implied and AMERICARE does not assume any  
 responsibility nor obligation to Distributor in regard to,  
  
 - the adequacy or usefulness of any rights granted hereunder;  
  
 - any and all liabilities, demands, expenses or damages,  
 including special or consequential damages, incurred by  
 Distributor;  
  
 - any claim of recourse arising out of or as a result of this  
 agreement and Distributor agrees to hold harmless and  
 indemnify AMERICARE against any and all liabilities,  
 demands, expenses or damages, arising out of or resulting  
 from any claim brought by anyone arising out of or related  
 in any way to the performance of Distributor under this  
 agreement. As used herein "damages" include loss, injury,  
 damage or loss of use or revenue, losses by reason of plant  
 shutdown or slow-down, cost of capital, claims of  
 customers, or other similar claims.  
  
11. CONFIDENTIALITY AND PUBLICITY  
  
 11.1. Neither party will publish or otherwise disclose the terms,  
 conditions prices contained in this Agreement, except as required  
 by law. Should any AMERICARE's employee, in the performance of  
 this Agreement, disclose to Distributor information that is  
 confidential or proprietary and marked as such Distributor will  
 not disclose or distribute any such information, in whole or in  
 part, to any person other than the Distributor's employees and  
 agents, and solely to the extent necessary for the performance of  
 Distributor's employees and agents, and solely to  
  
  
  
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 the extent necessary for the performance of Distributors duties  
 hereunder. Distributor will notify AMERICARE immediately, but  
 within not more than three (3) business days, if this Agreement or  
 any other document pertaining to the business dealings between  
 the parties is subpoenaed by court, governmental agency or other  
 authority.  
  
 11.2 In the conduct of AMERICARE's business, AMERICARE has developed or  
 obtained certain Confidential Business information and Trade  
 Secrets that are specific to AMERICARE's business, and the  
 unauthorised use or disclosure of said Confidential Business  
 information and Trade Secrets would be injurious to AMERICARE. For  
 purposes of this Agreement  
  
 11.3. the term "Confidential Business information" means ideas,  
 information, methods and documentation concerning AMERICARE or the  
 business of AMERICARE (including but not limited to sensitive  
 customer data, AMERICARE data, information regarding corporate  
 organisation, pricing and other information) that is of value to  
 AMERICARE and is not known to competitors or the public.  
  
 11.4 The term "Trade Secrets" means scientific or technical  
 information, design, processes, techniques or other information  
 used or possessed by AMERICARE that derives economic and/or  
 goodwill value from not being generally known, including but not  
 limited to, information and documentation pertaining to the  
 design, elements, techniques and procedures of AMERICARE's present  
 and future products. The terms "Confidential Business information"  
 and "Trade Secrets" shall not include specific information that  
 Distributor had in its possession prior to disclosure by  
 AMERICARE, or information that is, or becomes generally known or  
 available to the public through no fault, act or omission of  
 Distributor.  
  
 11.5 Distributor shall never, directly or indirectly, use, disclose or  
 disseminate to any other person, firm, organisation or employee,  
 or otherwise employ any Trade Secrets.  
  
 11.6. Upon termination of Distributor's relationship with AMERICARE for  
 any reason, or at any time upon request of AMERICARE, Distributor  
 deliver to AMERICARE all material in Distributor's possession or  
 control which are or contain Confidential Business Information  
 and/or Trade Secrets or which are otherwise the property of  
 AMERICARE.  
  
 11.7. Distributor will not make reference to AMERICARE or any  
 AMERICARE's business units, subsidiaries, parent company,  
 officers, employees, representatives, agents and/or business  
 dealings, in any advertising, press releases, product labels or  
 publicity matter without the express written consent of AMERICARE,  
 which shall not unreasonably be withheld.  
  
  
  
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 11.8. The obligations contained in this paragraph shall survive the  
 termination of this contract and Distributor shall at no time  
 thereafter disclose any such information until, and the onus shall  
 be on Distributor to demonstrate this, that information has become  
 public knowledge as a result of deliberate disclosure by the  
 Company.  
  
12. TESTING AND EVALUATIONS  
  
 12.1. Any samples of the Product for the purpose of evaluation must be  
 used under AMERICARE's protocol and a copy of any test results or  
 evaluation reports must be submitted to AMERICARE in the  
 appropriate format as supplied by the authorities in the  
 territory.  
  
13. DEFINITION OF AMERICARE  
  
 13.1. For purposes of this Agreement, AMERICARE comprises its parent  
 company, affiliates, subsidiaries, divisions and related entities  
 or any corporation or other business directly or indirectly  
 controlling, controlled by or under common control by AMERICARE,  
 whether before or after execution of this Agreement.  
  
14. COMPLIANCE WITH LAWS  
  
 14.1. Distributor represents that it has, as of the execution of this  
 Agreement all licenses and permits necessary under the law of the  
 territory to enable Distributor to fully perform this Agreement.  
 Further, Distributor will maintain such licenses and permits  
 current during the term of this Agreement.  
  
 14.2. Distributor agrees that it will not market, distribute and/or  
 otherwise use the Product in any manner which violates the laws of  
 any country he is acting in.  
  
15. INDEMNITY  
  
 15.1. Distributor agrees to indemnify and hold harmless AMERICARE, its  
 officers, agents and employees from and against all liabilities,  
 damages, losses, judgements, claims and suits, including costs and  
 expenses incidental thereto, which may be suffered by, accrued  
 against, be charged to or recoverable from AMERICARE, its  
 officers, agents and employees by reason of loss or damage to  
 property or by reason of injury or death of any person resulting  
 from or in any way connected with the performance of services by  
 employees, representatives or agents of Distributor for or on  
 behalf of AMERICARE. This indemnity shall not be acceptable should  
 any loss or damage occur as a result of the product.  
  
  
  
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16. NON-ASSIGNMENT OF AGREEMENT AND SUB-CONTRACTING  
  
 16.1 No part of this agreement may be ceded, assigned, transferred or  
 made over by either party except with the written consent of the  
 other, which consent shall not be unreasonably withheld. Any such  
 assignment or transfer shall provide that the transferee,  
 cessionary or assignee shall assume, from the date of assignment,  
 cession or transfer all obligations undertaken by the first  
 mentioned party pursuant to this agreement. AMERICARE is aware of  
 the fact, that distributor is planning to subcontract to a local  
 South-African company, which will perform the mandate after  
 checking that the company AMERICARE will agree with that.  
  
17. DURATION  
  
 17.1. The beginning date of this Agreement will be 1 AUGUST 1999 and the  
 expiration date will be the 1st day of AUGUST, 2001 unless  
 otherwise terminated as set forth herein. The term of this  
 Agreement is two years. The agreement will be extended  
 automatically for another year for each year the Distributor has  
 met the minimum sales requirements under this agreement as  
 specified in Addendum "A".  
  
 17.2 This contract will be continued and binding in case of change of  
 ownership of the contracting parties for the legal successor.  
  
  
18. TERMINATION  
  
 18.1. Should either party fail to comply partially or completely with  
 its obligation hereunder, the other party shall be entitled to  
 give notice of such failure and to require that such failure be  
 remedied within the period specified in that notice, which period  
 shall be not less than fourteen days from the registered date of  
 notice. Should such failure not be remedied within the period  
 specified, then the party who gave notice of such failure shall be  
 entitled to terminate this agreement provided always that the  
 foregoing shall not apply in any circumstances where specific  
 right of termination is available or will be available upon the  
 expiry of a specific period of time. Should termination occur in  
 accordance with the foregoing, the default party shall pay to the  
 non-defaulting party, as liquidated damages, an amount determined  
 by mutual agreement or by arbitration.  
  
 18.2. In the event the Product fails to meet its specifications, as set  
 forth in Addendum "B", this Agreement shall be terminated upon  
 sixty (60) days written notice AMERICARE shall have thirty (30)  
 days to cure any alleged defect on written notice of the default.  
  
  
  
  
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19. DOMICILIUM  
  
 19.1. The parties hereto choose domicilii citandi et executandi for all  
 purposes of and in connection with this agreement as follows:  
  
 AMERICARE 00 X.X 000xx Xxxxxx, Xxxxx, XX 00000  
  
 Distributor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 19.2. Any party hereto shall be entitled to change his domicilium from  
 time to time, provided that any new domicilium selected by the  
 distributor shall be situated in the Federal Republic of Austria,  
 shall be an address other than a box number, and any such change  
 shall only be effective upon receipt of notice in writing by the  
 other party of such change. All notices, demands, communications  
 or payments intended for any party shall be made or given at such  
 party's domicilium for the time being, and, if forwarded by  
 prepaid registered post, shall be deemed to have been made or  
 given 7 days after the date of posting.  
  
 19.3. Notwithstanding anything to the contrary herein contained a  
 written notice of communication actually received by a party shall  
 be an adequate written notice or communication to it  
 notwithstanding that it was not sent to or delivered at its chosen  
 domicilium citandi et executandi.  
  
20. GOVERNING LAWS  
  
 20.1. This agreement shall be construed in accordance with and its  
 performance shall be governed by the Laws of the State of Florida.  
 Venue for any judicial proceeding shall be in Miami-Dade County,  
 Florida, USA.  
  
21. FORCE MAJEURE  
  
 21.1. Neither party shall be liable to the other for failure or delay in  
 performance of its obligations under this agreement due to  
 embargoes, strikes, other labour difficulties, wars, civil unrest,  
 revolution, fires, floods, explosions, earthquakes, Government  
 regulations or any other cause beyond its control.  
  
  
  
  
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22. SEVERABILITY  
  
 22.1. Each provision in this agreement is entirely separate, and  
 separately enforceable, from each other provision hereof.  
  
 22.2. If any term or provision of this agreement shall be found to  
 be void, illegal or unenforceable then, notwithstanding, the  
 remaining terms and provisions hereof shall be and remain  
 binding on the parties hereto.  
  
 22.3. Each of the parties undertakes to perform its obligations  
 hereunder in accordance with all applicable rules, laws and  
 regulations now or hereafter in effect.  
  
23. VARIATIONS  
  
 23.1. No variation, modification or waiver of any provision of this  
 agreement (including, without limiting the generality of the  
 aforegoing this paragraph 0 or consent to any departure  
 therefrom) shall in any way be of any force or effect unless  
 confirmed in writing and signed by the parties and then such  
 variation, modification, waiver or consent shall be effective  
 only in the specific instance and for the purpose and to the  
 extent for which made or given.  
  
24. SOLE AGREEMENT  
  
 24.1. This agreement constitutes the sole agreement between the  
 parties in relation to its subject matter and supersedes all  
 prior agreements and no documentation, representation,  
 warranty or agreement not contained herein shall be of any  
 force between the parties.  
  
 25. WAIVER  
  
 25.1. The waiver (whether expressed or implied) by either party of  
 any breach of the terms or conditions of this agreement by the  
 other party shall not prejudice any remedy of the waiving  
 party in respect of any continuing or other breach of the  
 terms and conditions hereof.  
  
 25.2. No favor, delay, relaxation or indulgence on the part of  
 either party in exercising any power or right conferred on  
 such party in terms of this agreement shall operate as a  
 waiver of such power or right nor shall any single or partial  
 exercise of any such power or right preclude any other or  
 further exercises thereof or the exercise of any other power  
 or right under this agreement.  
  
 25.3. The expiry or termination of this agreement shall not  
 prejudice the rights of either party in respect of any  
 antecedent breach or non-performance by the other party of  
 any of the terms or conditions hereof.  
  
  
  
  
  
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26. ARBITRATION  
  
 26.1. Any dispute arising at any time, whether on the construction  
 hereof, the interpretation or termination hereof, or any  
 breach hereof by either party shall be submitted to and  
 finally determined by arbitration. Arbitration shall be  
 finally settled under the Rules of Conciliation and  
 Arbitration of the International Chamber of Commerce by one or  
 more arbitrators appointed in accordance with the said rules.  
 The decision resulting from such proceedings including as to  
 costs thereof shall be binding on the parties; shall be  
 carried into effect, and may at the instance of any party  
 thereto be made an order of court of competent jurisdiction.  
  
27. BREACH  
  
 27.1. If Distributor breaches any provision hereof or does or  
 permits anything to be done which might prejudice the rights  
 or interests of AMERICARE, then AMERICARE shall be entitled,  
 without prejudice to any rights as to damages or otherwise  
 which it may have in law or under this agreement, to terminate  
 this agreement forthwith and claim immediate payment of all  
 amounts due in terms of this agreement.  
  
28. I. DURATION OF CONTRACT  
  
 28.1. This agreement will be valid for a period of one years from  
 the implementation date. The validity of the agreement shall  
 be automatically extended by a period of another year if  
 Distributor fulfills the minimum requirements under this  
 contract.  
  
29. NON PURSUANCE  
  
 29.1. Distributor agrees not to introduce a similar product or  
 products, neither on its own nor through a third party, for a  
 period of two years after termination of this agreement.  
  
30. SUPPORT  
  
 30.1. The parties undertake at all times to do all such things, to  
 perform all such acts and to take all such steps and to  
 procure the doing of all such things, the performance of all  
 such actions and the taking of all such steps as may be open  
 to them and necessary for or incidental to the putting into  
 effect or maintenance of the terms, conditions and import of  
 this agreement.  
  
  
  
  
  
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31. TRADEMARKS  
  
 31.1. During the terms of this agreement Distributor may advertise  
 the product under the trademark "Xxx-Xxx(R) HIV Test" and such  
 trademarks AMERICARE may adopt from time to time and  
 authorizes Distributor to use, but only in conjunction with  
 the managed promotion and only upon written agreement from  
 AMERICARE in respect of each product. Permission to display  
 the trademarks, property words and symbols which AMERICARE may  
 adopt from time to time is limited to such use, and nothing  
 contained herein will grant Distributor any rights title or  
 interest in the trademark.  
  
 THUS DONE and SIGNED at Vienna on this the 13th day of May 1999 in the  
 presence of the undersigned witnesses.  
  
  
 FOR DISTRIBUTOR:  
  
 /s/ XXXXXXX XXXXXXXX  
 ---------------------------  
 Xxxxxxx Xxxxxxxx  
  
 AS WITNESS:  
 /s/  
 -----------------------------  
  
 THUS DONE and SIGNED at Vienna on this the 13th day of May 1989 in the  
 presence of the undersigned witnesses.  
  
  
 FOR SUPPLIER: /s/ XX. XXXXXX X. X'XXXXXX  
 -----------------------------  
 Xx. Xxxxxx X. X'Xxxxxx  
  
 AS WITNESS:  
  
 /s/  
 ------------------------------  
  
  
  
  
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 ADDENDUM A.  
  
1. THE PRICE OF THE PRODUCT PER SINGLE' UNIT IS $9.23, (U.S.D.) THE PRICE  
 FOR MULTIPLE PACKAGE UNITS IS PER UNIT $8.23 (U.S.D.)  
  
2. MINIMUM PURCHASE REQUIREMENTS: Each Order shall contain a minimum  
 quantity of 5000 units each. Total annual purchase amount must be  
 150,000 units per year.  
  
 SAMPLES MUST BE PURCHASED AT THE FULL PRICE.  
  
3. The price per unit will remain stable for the first year. From the 2nd  
 year the price may be raised by a maximum of 3% per year, if there are  
 reasonable arguments.  
  
 AMERICARE BIOLOGICAL, INC.: SUPPLIER:  
  
 /s/ Xx. Xxxxxx X. X'Xxxxxx  
 ----------------------------  
  
  
 XXXXXXX XXXXXXXX:  
  
  
 /s/ XXXXXXX XXXXXXXX DISTRIBUTOR:  
 -----------------------------  
  
  
  
  
  
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 ADDENDUM "B"  
  
A. PRODUCT  
  
 "Product" as used in this Agreement shall mean the Xxx Xxx(R) Saliva  
 HIV 1,2& Subtype "0" test.  
  
 The Xxx Xxx(R) Saliva HIV 1,2& Subtype "0" test is a rapid enzyme  
 immunoassay for the detection procedure for the detection of  
 antibiotics to those viruses. The test is designed as an initial  
 screening procedure for the detection of antibiotics which develop as  
 result of an HIV infection. The test is primarily designed to be used  
 with "freshly" collected saliva specimen using the patent pending Xxx  
 Xxx(R) Saliva Collector.  
  
 The principle of the Xxx Xxx(R) Saliva HIV 1,2& Subtype "0" utilises a  
 combination of a specific antibody binding protein, which is conjugated  
 on dye particles, and viral antigens which are bound to the membrane  
 solid phase.  
  
B. TESTING MATERIALS  
  
 Saliva Collector  
  
 HIV Testing Device  
  
 Disposable Pipette ( to transfer saliva specimen from collector to  
 testing device )  
  
 Solution "A" Reagent dropper bottle containing diluent.  
  
 Instruction Pamphlet  
  
C. PRECAUTIONS  
  
 X.0 Xxx Xxx Xxx(X) Xxxxxx XXX 0,0& Subtype "0" test is designated  
 for "in vitro" use only  
  
 C.2. Any test involving body fluids such as blood, urine, saliva,  
 etc. should be treated as potentially infectious. Therefore  
 use protective clothing (lab coats, gloves, safety glasses)  
 when handling the test kit or samples and performing this  
 assay.  
  
 C.3. Do not pipette any material by mouth. Do not drink, eat or  
 smoke when conducting this assay.  
  
 C.4. Never use test kit beyond expiration date.  
  
  
  
  
  
INITIALS INITIALS  
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