PRODUCT SUPPLY AGREEMENT

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This Product Supply Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [FIRST PARTY NAME]** (the "First Party"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Second Party"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**AND: [THIRD PARTY NAME]** (the "Third Party"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

WHEREAS First Party is a [COUNTRY] manufacturer and distributor of [DESCRIBE] and related products;

AND WHEREAS Second Party and Third Party are in the business of [DESCRIBE];

AND WHEREAS First Party, Second Party and Third Party wish to enter into this Agreement to provide for the [DESCRIBE PRODUCT]’s by Second Party and Third Party on behalf of First Party;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

1. **INTERPRETATION**
   1. **Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Affiliate” has the meaning ascribed thereto in the [COUNTRY] [BUSINESS CORPORATIONS ACT/LAW/RULE], as amended from time to time.

“Agreement” means this agreement and all amendments made hereto by written agreement between First Party and one or both of Second Party and Third party.

“Business Day” means a day other than a Saturday, Sunday or a statutory holiday in either the Province of [STATE/PROVINCE].

“Control” has the meaning ascribed thereto in the [COUNTRY] Business Corporations [ACT/LAW/RULE], as amended from time to time.

“Customer” means any customer of First Party or any of its Affiliates as the date of termination or expiration of the Term hereof or any renewal thereof or during the [NUMBER] month period immediately preceding such date.

“Fees” means the various fees set out in Schedule [SPECIFY] hereto.

“Products” means:

1. First Party’s [DESCRIBE]

(the “Initial Products”); and

1. such other [DESCRIBE] sold by First Party as the parties may from time to time agree, both acting reasonably, (the “Other Products”).

“Purchase Order” has the meaning attributed thereto in Section 2.3.

“Subsidiary” has the meaning ascribed thereto in the [COUNTRY] Business Corporations [ACT/LAW/RULE], as amended from time to time.

“Specifications” means the specifications for the Initial Products attached as Schedule A hereto, as the same may be amended by mutual agreement between the parties from time to time and the specifications for the Other Products as agreed to between the parties in writing from time to time.

“Supplier” means collectively Second Party and Third Party and each of them.

“Territory” means the Provinces and Territories of [COUNTRY].

* 1. **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

* 1. **Extended**

In this Agreement words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

* 1. **Currency**

All references to currency herein are to lawful money of [COUNTRY].

* 1. **Schedules**

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A ﷓ Specifications for Initial Products

Schedule B ﷓ Fees

1. **MANUFACTURE**
   1. **Manufacture**
2. Subject to the terms and conditions herein contained, the Supplier shall [SPECIFY] for First Party such quantity of [DESCRIBE] for the Initial Products as First Party may from time to time order, and First Party shall pay to the Supplier the Fees set out in Schedule B hereto in respect of such Initial Products.
3. First Party shall supply all raw materials and purchase and make available to the Supplier all hardware and plastic required for the production of the Initial Products, provided however that First Party shall retain ownership of all such raw materials as well as all tooling required for use by the Supplier for purposes of [SPECIFY] the Initial Products. First Party shall retain ownership of all plastic trimmings resulting from [SPECIFY] of the Initial Products and shall pay to the Supplier the Fees set out in Schedule B hereto for regrinding same.
4. The Supplier shall establish, at its expense, [SPECIFY] for the Initial Products, [DESCRIBE PRODUCT] [NUMBER] series. First Party shall pay to Second Party the sum of [AMOUNT] for [SPECIFY] which shall be and remain the property of [SPECIFY] throughout the Term and following the termination of this Agreement.
5. Subject to the terms and conditions herein contained, First Party may from time to time request that the Supplier provide [SPECIFY] services in respect of Other Products and the Supplier shall use its reasonable best efforts to supply such services in respect of such Other Products, provided however that they shall not do so if same would hinder their ability to provide [SPECIFY] services in respect of the Initial Products.
   1. **Quantity**

The Supplier shall manufacture or cause to be manufactured all such quantities of Initial Products as may be ordered by First Party from time to time, provided that First Party shall order not less than (i) [NUMBER] units of Initial Products from the Supplier during the [NUMBER] year of the Term and (ii) [NUMBER] of units of Initial Products from the Supplier during the [NUMBER] year of the Term, there being however no guaranteed minimum number of orders of Initial Products thereafter and no maximum number of Initial Products at any time during the Term.

* 1. **Orders**

First Party shall provide reasonable notice to the Supplier in advance of the date of the proposed delivery of the types and quantities of Products that shall be required by First Party (the “Purchase Order”).

1. **SPECIFICATIONS**
   1. **Specifications**

The Supplier shall ensure that all Products produced by it for First Party in accordance with the terms hereof meet the Specifications for such Products and shall not deliver to First Party, its agents or its customers any Product that fails to meet the Specifications.

* 1. **Quality Control**

The Supplier shall be responsible for ensuring that all raw, packaging and other materials (other than those provided by First Party used in manufacturing the Products meet the quality specified in the Specifications and that the Products shall be merchantable and fit for their intended purpose. The Supplier shall be responsible for the sampling and testing of all raw, packaging and other materials and finished Products in accordance with good manufacturing practices and procedures.

* 1. **Failure of Product to Meet Specifications**

First Party reserves the right at any time, either before or after delivery to First Party of Products, to reject Products that have not been produced, packaged or stored in compliance with the Specifications or that have any detect. Without limiting the generality of the foregoing:

* 1. First Party may reject Products that have been produced and packaged during a particular production run if samples from that production run do not conform with the Specifications; and
  2. First Party may reject Products that (i) have been damaged during storage or handling while under the control of the Supplier or (ii) do not fully meet the Specifications or have any defect.

First Party shall not be responsible for payment for any rejected Products. If the Supplier is unable to replace any rejected Products within a time period acceptable to First Party, acting reasonably, then First Party may at its option cancel that part of the applicable Purchase Order relating to the rejected Products. If First Party has previously paid the Supplier for Products that are later rejected by First Party, First Party shall invoice the Supplier for the cost of such Products thus rejected and for the freight, handling and other disposition costs or expenses incurred by First Party in connection with the rejected Products and shall receive a credit from the Supplier for such amount. To the extent such credit exceeds amounts then owing by First Party to the Supplier hereunder, the Supplier shall pay First Party such excess within [NUMBER] days of receipt by the Supplier of such invoice.

* 1. **Books and Records**

Second Party and Third Party shall each maintain and retain for a period of not less than [NUMBER] months complete and accurate books and records relating to the production, packaging, storage and shipment of raw, packaging and other materials, Products and rejected Products. Second Party and Third Party shall each also maintain and retain any other records required to be maintained by any applicable [YOUR COUNTRY LAW], rules or regulations.

1. **PRICE**
   1. **Fees**
      1. The Supplier shall invoice First Party for the number of Products [SPECIFY] and assembled hereunder in accordance with the Fees.
      2. The Supplier shall invoice First Party on the basis of net [NUMBER] days from the time of delivery of the Products.
   2. **Delivery**

First Party shall take delivery of the Products manufactured and sold hereunder F.O.B. Second Party’s premises [NAME OF THE CITY], [STATE/PROVINCE].

* 1. **Risk**

Ownership and risk of loss with respect to the Products shall pass to First Party at the point at which First Party, or its agents, take possession of the Products.

1. **REPRESENTATIONS, WARRANTIES AND COVENANTS**
   1. **Supplier Representations, Warranties and Covenants**

Second Party and Third Party solidarity represent, warrant and covenant to First Party on a continuing basis, waiving all benefits of division and discussion, that:

* 1. the Products delivered to First Party by the Supplier shall be free and clear of all liens, encumbrances and rights of others and shall comply with the applicable Specifications;
  2. the Products shall be manufactured under secure conditions in accordance with both the Specifications and any applicable federal, provincial and municipal [YOUR COUNTRY LAW], rules and regulations, including, without limitation, the [COUNTRY] Consumer Packaging and Labelling [ACT/LAW/RULE];
  3. the Supplier shall at all times conform to good manufacturing guidelines, practices and standards of the dairy industry in manufacturing the Products;
  4. the Products shall be of merchantable quality and fit for the purpose for which they are intended to be used;
  5. packaging supplied by the Supplier shall be adequate for normal shipping and storage;
  6. in connection with its obligations hereunder, the Supplier shall at all times comply, in all material respects, with all applicable federal, provincial and municipal [YOUR COUNTRY LAW], rules and regulations;
  7. any labels supplied by the Supplier shall not infringe any patent, trademark, trade name, copyright, trade secrets or other proprietary rights of any person not a party hereto; and
  8. any raw materials, ingredients and packaging materials purchased by the Supplier from its Affiliates and used in the Products shall be purchased at a cost to the Supplier of not more than the fair market value thereof.

1. **TERM**
   1. **Term**

Unless earlier terminated in accordance with the provisions hereof, this Agreement shall be effective as of and from the day of [DATE] and shall continue until the [DATE] day of [DATE], [YEAR] (the “Term”). First Party shall have the option to renew the present Agreement for successive additional periods of [NUMBER] years, commencing on the expiration of the Term or any renewal thereof, as the case may be, on the same terms and conditions, other than the Fees, which shall be negotiated in good faith between the parties, and on the condition that [NUMBER] months’ prior written notice of First Party’s intention to exercise said option is given to the Supplier, in default of which the option will expire by the lapse of time.

1. **TERMINATION**
   1. **Termination by Either Party**

Either First Party or the Supplier (in either case, the “Non-Defaulting Party”) may terminate this Agreement forthwith, upon written notice to the other party (the “Defaulting Party”) if:

* 1. the Defaulting Party takes any action in respect of liquidation or winding up, or makes an assignment for the benefit of creditors, or make any proposal under the [COUNTRY] Bankruptcy and Insolvency [ACT/LAW/RULE] or any comparable statute of any applicable jurisdiction, or if a bankruptcy petition is filed or presented by the Defaulting Party in respect of its properties or assets, or a judgment or order is entered by any court of competent jurisdiction approving any such petition or a petition seeking the reorganization, arrangement or composition of or in respect to the Defaulting Party or its debts or obligations, or if a custodian or receiver or receiver and manager or any other official with similar powers be appointed for the Defaulting Party or a substantial portion of its properties or assets and such appointment is not dismissed or discharged within [NUMBER] days thereof;
  2. a bankruptcy or similar petition with respect to the bankruptcy, or other enforced liquidation of, the Defaulting Party is presented or filed against it unless the same is dismissed or discharged within [NUMBER] days, during which grace period execution thereunder is effectively stayed; or
  3. the Defaulting Party fails to perform or otherwise breaches any of its obligations hereunder in any material respect and such failure to perform or breach continues for a period of [NUMBER] days after the receipt of notice from the Non-Defaulting Party of its intent to terminate and the reasons therefore. If such failure to perform or breach is cured by the Defaulting Party receiving the notice within the curative period provided herein, then such notice shall be of no further force or effect and this Agreement shall continue uninterrupted.
  4. **Other Termination by First Party**

First Party shall have the right to terminate this Agreement on a date specified by First Party on not less than [NUMBER] days prior written notice to the Supplier if Control of either Second Party or Third Party is acquired by any person which is or thereafter becomes, directly or indirectly, a significant competitor of First Party or any Affiliate of First Party in the business of manufacturing, marketing and/or distributing [PRODUCT] in any of [COUNTRY], the [COUNTRY] of [COUNTRY] or [COUNTRY].

* 1. **Post Termination**

Upon the termination of this Agreement, whether at the expiration of its Term or earlier, the Supplier agrees that it shall, at First Party’s discretion, either cancel all or any of the orders for the Products then unfilled or alternatively manufacture the balance of any outstanding orders for First Party for the price set forth in Section 4.1 hereof.

* 1. **Survival**

The termination of this Agreement for any reason shall not release any party from any obligations that accrued hereunder prior to such termination and notwithstanding any termination of this Agreement, the provisions of Section 10.1, and Article [NUMBER] (other than Section 8.4) with regard to any occurrence prior to the date of termination of this Agreement, and Article [NUMBER], shall continue in full force and effect.

1. **INDEMNIFICATION AND INSURANCE**
   1. **Indemnification by First Party**

First Party shall indemnify and hold harmless the Supplier, its directors, officers, employees and agents, from and against any and all losses, damages, claims, judgments, suits, liabilities, causes of action or expenses, including, but not limited to, reasonable legal fees, for injury to or death of any person or persons or loss or damage to or loss of use of property or other damages arising out of or in connection with:

* 1. any breach by First Party of its obligations under this Agreement; or
  2. the distribution or sale of any Product by First Party hereunder to the extent such loss, damage, claim, judgment, suit, liability, cause of action or expense results from an act or omission of First Party, its officers, director, employees and agents whether pursuant to its obligations under this Agreement or otherwise.

The provisions of this clause that are for the benefit of the Supplier’s officers, directors, employees and agents are an irrevocable stipulation for their benefit as third party beneficiaries of this Agreement.

* 1. **Indemnification by the Supplier**

Second Party and Third Party shall solidarity indemnify and hold harmless First Party, its directors, officers, employees and agents from and against any and all losses, damages, claims, judgments, suits, liabilities, causes of action or expenses, including, but not limited to, reasonable legal fees, for injury to or death of any person or persons or loss or damage to or loss of use of property or other damages arising out of or in connection with:

* 1. any breach by the Supplier of its obligations under this Agreement; a breach by the Supplier of its representations, warranties and covenants set forth in Section 5.1 hereof;
  2. the manufacture of the Products by the Supplier, to the extent such loss, damage, claim, liability, cause of action or expense results from an act or omission of Second Party or Third Party, its respective officers, directors, employees and agents whether pursuant to its obligations under this Agreement or otherwise;
  3. recalls of any of the Products ordered by governmental authorities or reasonably deemed necessary by First Party, in its sole discretion, if and to the extent that First Party establishes that such recalls resulted, directly or indirectly, from the Supplier’s negligence or failure by the Supplier to comply with its obligations hereunder.

The costs of recalls shall include but not be limited to the cost for freight, disposal of recalled product, replacement product, distribution of replacement product and notification and administration of recall. The provisions of this clause that are for the benefit of First Party’s officers, directors, employees and agents are an irrevocable stipulation for their benefit as third party beneficiaries of this Agreement.

* 1. **Indemnification Procedure**

In the event any claim is asserted or any suit is filed against either party for which the other party may be required to provide indemnification hereunder, then the party against whom the claim is so asserted shall promptly notify the other party of such claim or suit as soon as may be practicable but in any event not more than [NUMBER] days after its receipt thereof, whereupon the other party may undertake, in conjunction with the party against whom the claim has been asserted, the defense of such suit or the settlement of any such claim at its own cost and expense; provided that failure to provide notice within such [NUMBER] day period shall not affect the other party’s obligations to indemnify in accordance with the terms hereof except and to the extent the indemnifying party’s position vis-à-vis the claim or suit has been compromised.

* 1. **Insurance**

Throughout the Term, each party shall carry and maintain comprehensive public and product liability insurance with a limit of liability which is reasonable given the nature of its business and in any event, not less than [AMOUNT] per occurrence. All such insurance shall name the other party as an insured, as its interests may appear, and the policies shall include a cross liability and severability of interests clause and a waiver of subrogation clause and provide that no cancellation or termination thereof or change therein shall take effect unless the insurer has given the other party not less than [NUMBER] days prior written notice of such proposed action. Each party shall provide at the request of the other party certificates of insurance, or other proof of insurance satisfactory to the other party, evidencing such coverage.

1. **FORCE MAJEURE**
   1. **Force Majeure**

In the case of force majeure preventing or hindering either party from performing or complying with any of its obligations hereunder, in whole or in part, the party affected may give written notice to the other containing reasonable particulars of the force majeure in question and the effect of such force majeure as it relates to the obligations of the affected party hereunder and such force majeure shall not constitute a default hereunder, provided that the party affected by the delay makes reasonable efforts to correct the reason for such delay. Such notice whether given by First Party on the one hand or by the Supplier on the other hand shall entitle First Party or the Supplier (as the case may be) to suspend its obligations hereunder during the period of force majeure. For the purpose of this Agreement, “force majeure” means any of the following events beyond the control of the parties:

1. lightning, storms, earthquakes, landslides, floods, washouts and other acts of God; substantial or material fires, explosions, breakages of or accidents to plant, machinery, equipment and storage; strikes, lockouts or other industrial disturbances of First Party and/or Second Party and/or Third Party; civil disturbances, sabotage, war, blockades, insurrections, vandalism, riots, epidemics;
2. inability to obtain supplies necessary to manufacture and package the Products if the inability is industry wide among manufacturers of products similar to the Products or the inability to obtain electric power, water, fuel or other utilities, or services necessary to operate the facilities necessary to manufacture the Products; or
3. any other material event that could reasonably be considered to be force majeure by reason that it is beyond the control of the party affected; but does not include the inability of either party to obtain financing or any other financial inability on the part of either party.
4. Upon receipt of such notice by the other party representatives of First Party and the Supplier shall meet to establish plans and procedures to overcome the effects of the force majeure and the party suffering the force majeure shall use its best efforts to minimize any adverse effects thereof on the other party. Notwithstanding anything contained in this Section 9.1, an event of force majeure shall not relieve a party from any obligation to make any payment due hereunder.
5. **CONFIDENTIALITY**
   1. **Confidential Information**
      1. “Confidential Information” for purposes of this Agreement means all: (i) confidential information disclosed to one party by the other party pursuant to any nondisclosure agreements between the parties; and (ii) all business and technical information, whether in written or oral form and including, without limitation, all specifications, formulations, technology, manufacturing processes, quality control standard, data, drawings, documents, procedures, know-how or related information and customer names and other information relating to customers related to the Products supplied hereunder and given by one party to the other to assist in the performance of this Agreement and that are not in the public domain either at the time of transfer or at the time of termination of this Agreement.
      2. Each party shall hold the Confidential Information of the other party in confidence for such other party. Except as otherwise required by [YOUR COUNTRY LAW], each party shall not, during the Term or at any time thereafter, transmit Confidential Information of the other party to any third person either in whole or in part. Each party shall take all reasonable precautions to safeguard the Confidential Information of the other party from unauthorized disclosure and, at a minimum, shall afford the Confidential Information of the other party such precautions and safeguards as it affords to its own confidential information of a similar nature. Each party shall not disclose the Confidential Information of the other party to any person within its organization not having a need to know and shall only use such information in connection with its obligations hereunder.
6. **NON-COMPETE AND NON-SOLICITATION**
   1. **Non-Compete**

The Supplier shall not, nor shall it permit or cause any of its Affiliates, directors, officers or shareholders to, at any time during the Term and for a period ending on the [NUMBER] anniversary of the date of termination hereof within the Territory, either individually or in partnership or in conjunction with any person or persons, firm, association, corporation or other juridical entity, as principal, agent, shareholder or in any other capacity whatsoever, directly or indirectly provide [SPECIFY] services in respect of products similar to or competitive with the Products or otherwise compete with the business of First Party.

* 1. **Non-Solicitation**

The Supplier shall not, nor shall it permit or cause any of its Affiliates, directors, officers or shareholders to, at any time during the Term and for a period ending on the [NUMBER] anniversary of the date of termination hereof, for any reason whatsoever, solicit any Customer, nor solicit or suffer or permit or assist any other person to, directly or indirectly, induce any individual who is then employed by First Party or any of its Affiliates to leave the employ of First Party or such Affiliate for the purposes of employment in any business related to or competitive with the business of First Party or such Affiliate, nor advise any person not to do business with First Party or any of its Affiliates.

* 1. **Remedies**

In the event of any violation by the Supplier of any terms and provisions of this Article [NUMBER], First Party shall have the right, in addition to all other rights provided by law or this Agreement, to obtain a provisional injunction, interlocutory injunction and permanent injunction to prevent the Supplier or persons acting on its behalf from violating the provisions of this Article [NUMBER]. In such case, the Supplier renounces to any defense based on the availability to First Party of other recourses and hereby acknowledges that any violation by the Supplier of the provisions hereof shall cause irreparable damage to First Party and its Affiliates. The Supplier further agrees that all restrictions contained in this Article [NUMBER] are reasonable.

1. **GENERAL**
   1. **Further Assurances**

Each of First Party and the Supplier shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

* 1. **Time of the Essence**

Time is of the essence of this Agreement.

* 1. **Public Announcements**

No public announcement or press release concerning this Agreement shall be made by Second Party or Third Party without the prior consent and joint approval of First Party unless otherwise required by applicable securities [YOUR COUNTRY LAW] and then only to the extent necessary to comply therewith.

* 1. **Benefit of the Agreement**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

* 1. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

* 1. **Amendments and Waiver**

No modification of or amendment to this Agreement is valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, is limited to the specific breach waived.

* 1. **Assignment**

Other than to a [COUNTRY] Affiliate of Second Party or Third Party (as the case may be), the Supplier may assign not this Agreement without the prior written consent of First Party, which consent may be unreasonably withheld, and any assignment without such prior written consent shall be null and void and unopposable to First Party. Any assignment to an Affiliate of either party shall be permitted only if the assignor remains solidarity hereunder with the assignee.

* 1. **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and must be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To First Party:

[COUNTRY]

[FULL ADDRESS]

Telecopier: [FAX NUMBER]

Attention: [NAME]

With a copy to:

[INDIVIDUAL NAME]

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

Telecopier: [FAX NUMBER]

Attention: [INDIVIDUAL NAME]

To the Supplier:

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

Telecopier: [FAX NUMBER]

Attention: [INDIVIDUAL NAME]

With a copy to:

Telecopier: FAX NUMBER]

Attention:

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the [NUMBER] Business Days following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

* 1. **Governing Law**

This Agreement is governed by and construed in accordance with the [YOUR COUNTRY LAW] of the Province of [STATE/PROVINCE] and the [YOUR COUNTRY LAW] of [COUNTRY] applicable therein.

* 1. **Legal Relationship**

The legal relationship of the Supplier and First Party to each other provided for herein shall be that of independent contractors, and neither party shall be the agent or legal representative of the other for any purpose. Neither party shall have the right or authority to bind or obligate the other to any third party for any purpose whatsoever.

* 1. **Severability**

If any provision of this Agreement is determined to be unenforceable, such unenforceability shall attach only to such provision thereof and the remaining provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# **FIRST PARTY SECOND PARTY**

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

# **THIRD PARTY**

Authorized Signature

Print Name and Title

**INTERVENTION (OPTIONAL)**

[INDIVIDUAL NAME], being the principal shareholder, the President and a director of Second Party and the sole shareholder, director and officer of Third Party, hereby intervenes to take cognizance of the terms and conditions of the present Agreement and undertakes to cause each of Second Party and Third Party to perform each and every one of its obligations thereunder in a due and timely fashion in accordance therewith.

## SCHEDULE A

**SPECIFICATIONS FOR INITIAL PRODUCTS**

## SCHEDULE B

**FEES**

[DESCRIBE PRODUCT] [AMOUNT] each;

[DESCRIBE PRODUCT] [AMOUNT] each;

[DESCRIBE PRODUCT] [AMOUNT] each;

[DESCRIBE PRODUCT] PERCENTAGE %]

[DESCRIBE PRODUCT]