



ola™ REPRESENTATIVE LICENSE AGREEMENT

CONFIDENTIAL

**LICENSER Name and
Business Address:**

Ratex Health Corporation, Limited
An Edison Electric, Edison General Company
OB&HS - Ola Botanicals & Hygiene Solutions
WWW.OLA.TM
19th/F, Suite A, The Ritz Plaza
122 Austin Road, Tsimshatsui
Kowloon, Hong Kong
Telephone: +1 (888) OLA-8-OLA (+1.888.652.8652)
Facsimile +(852) 3014 0784, Int'l +1 (800) 886-0973

**LICENSEE Name and
Business Address:**

dba : **AGENT'S COMPANY TRADE NAME**
SIGNATORY FULL NAME
ADDRESS:
CITY:
COUNTRY:
TELEPHONE:
FACSIMILE:

Agreement Date:

DATE

PRODUCT(S):

OB&HS **ola™** Brand Lines of Botanicals and Detergents, Associated Products, Chemicals and Hygienic Solutions; Future Releases and Developments under **ola™** brand (Registered Brand # 300815454).



This Master Marketing License Agreement (The Agreement), dated as set forth above, constitutes the agreement between Ratex Health Corporation, Ltd., OB&HS - Olà™ Biotech Botanicals & Hygiene Solutions Division, known hereinafter as the “Licensor” and [SIGNATORY FULL NAME], Authorized Representative and Officer of [COMPANY NAME], referred to hereinafter as “Licensee”, with respect to the territorial marketing and sales of the Licensor’s Products. In consideration of the mutual covenants set forth herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto and hereby agree as follows:

(SECTION: 1) **THE LICENSE**

1.1 Grant of License. Subject to the provisions of this Agreement, Licensor hereby grants Licensee an irrevocable, “Non-Exclusive Marketing License” for the market territory; namely in [COUNTRY], whereby Licensee is licensed to establish sales and distribution channels within the boundaries of the said authorized markets, referred to hereinafter as the “Region”. The Region assignment is expandable upon written approval of Licensor to cover further territories without modifications to this agreement, the terms of this agreement shall apply to the extended territories, unless otherwise stated.

The purpose of the License is to promote, adapt, distribute, sell, perform, display, use and otherwise market the Product to economical benefits of both parties, together with any modifications or enhancements thereto.

1.2 Term of Agreement. The assignable rights granted under this Agreement shall commence on the date set forth above, shall continue for three (3) years from such date, inclusive of one (1) year revocable trial period; and shall be subject to renewal for successive three (3) years term as hereinafter provided in and not limited to Sections (1.3) and (1.4). If either party does not cancel the License by a written notice to the other party at least ninety (90) days prior to the end of the initial term or any renewal term, the License shall be renewed automatically for the stated renewal term.

1.3 Appointment of Representative and Disclosures by Licensor. Effective following the execution of this Agreement, which is subject to terms of Section (1.2) and Section (1.4). Licensor shall declare the Licensee as an official agent and distributor of Olà!™ Products and services in the Licensee’s home market, the Region.

1.4 Representation Acquirement and Obligations by Licensee. Effective following the execution of this Agreement, which is subject to terms of Section (1.2), Licensee shall use its best efforts to demonstrate its ability to exhibit the Products, develop strong market presence and distribution channels within the assigned market Region. Including but not limited to:

- (a) Duly sign and execute the terms of this Agreement,
- (b) Agrees NOT to represent, sell, promote, adopt or fabricate product goods that are deemed rivalry, competition and/or that fall in the same category products.



- (c) Maintain withdrawal and deployment of the assigned production of the products on revolving production continuous basis as agreed with the Licensor.
- (d) Commit to reach a minimum quarterly volume quantity of one thousand, five hundred (1,500) metric tons or more every three (3) months, which will be divided into two (2) production cycles every forty-five (45) days. Whereby the Licensee shall distribute such volume quantity into selected approved brand package sizes that suit the Licensee's Region market(s), providing that no single packaging size shall fall under twenty-five (25) metric tons or 40-feet's hi-Q container's load, whichever is greater.
- (e) Licensee agrees to pay a permanent "Production Guarantee" amount according to Licensor's requirement; the amount shall be relevant to the overall price of the revolving quantities. The Licensor reserves the right to request guarantee substantiation, an increase to the permanent "Production Guarantee" amount upon Licensee's request, in order to increase the periodical volume's quantities. Licensee agrees to pay in full and in T/T form for each production's cycle prior to releasing Products to Licensee's designated freight-forwarder in the country of origin.
- (f) Licensee agrees to inform the Licensor, in writing, of volume quantities changes, whether increasing or decreasing quantities no less than ninety (90) days in advance time notice. According to paragraph (e) of Section 1.4, Licensor shall be entitled to request substantiation to the existing permanent "Production Guarantee" relevant proportionally to the additional increase request by the Licensee. However, in the case of decrease, the relevant proportional amount shall be applied as credit to the price(s) of delivered Products within the following ninety (90) days production cycles.
- (g) Licensee agrees to levy no less than two-point-five percent (2.5%) as a minimum on all its physical sales for which such funds should be spent directly on consumer awareness and advertising programs as designated by the Licensor. Licensee therefore agrees to maintain Product local awareness through signage, advertisement, multi-media broadcasting and active participation in local exhibitions by executing continuous product(s) advertising campaigns through the various available media outlets.
- (h) Licensee agrees not to use the Product's logo, name or design on any marketable material, products or accessories at any given time and for any reason whatsoever. Licensee agrees to be held liable for such infringement and understand the gravity of such risk both legally and materially. Licensee understands that the only and sole authorized entity to engage in production and manufacturing of any product is the Licensor. Licensee understands the liability includes financial compensations, which includes cancellation of this agreement and any subsequent agreements past, present or future.



- (i) Licensee agrees not to use the Licensor's trademarks, logos, names or designs on any signage, advertisement or announcement without the explicit and written approval of the Licensor; and only on case-by-case basis within specified timeframes. Licensee agrees not to further modify any approved material design, not to skew, not to distort, not to deform, not to recolor, nor rescale or otherwise retouch the final approved version by the Licensor. The Licensee also agrees not to use any approved material beyond the expiration date of any approved design material versions.
- (j) Licensee agrees to submit to the Licensor in electronic form or in hard copy, including a letter detailing the intended use of Licensor's brands and logos for any purpose. Submission should include a colorful miniaturized version printed on A4 or A3 size paper, a blueprint scale with clear dimensions and brief description of usage and duration. Licensee agrees to bind strictly to decisions made by the Licensor.
- (k) Licensee understands that no excuse shall be acceptable, whether executed in good faith or otherwise, in the event of any unauthorized use of the Licensor's trademarks, brands or logos.
- (l) Licensee agrees to refrain from selling knowingly or implicitly to gray-marketers and into affiliated Regions or markets not authorized in this Agreement or any further Agreements.
- (m) Licensee agrees to make available the complete line of Products as supplied by Licensor at any given time and to maintain minimum stock at all times as required by demand vs. supply.
- (n) Licensee agrees to forward, in a timely fashion, all complaints, suggestions and feedback to the Licensor.
- (o) Licensee agrees to comply with the rules of promotional campaigns, preplanned advertised prices and any public programs.
- (p) Licensee agrees to adhere to the terms of this agreement, all established guidelines, rules of representation, business ethics and legal codes.

(SECTION: 2) **PAYMENTS**

2.1 Acceptable Payments. Upon execution of this Agreement, all orders must be prepaid. Sections (1.3 and 1.4,) including relevant paragraph (e) of Section (1.4) becomes enforceable and effective. All payments are to be conducted according to existing monetary laws and regulations in both the originating and destination countries. The Licensor reserves the right to refrain from supplying Product goods to Licensee until purchase payments have been promptly processed. All payments shall be made through satisfactory methods and in wire-transfers in T/T form. Remote direct deposits or redeemable bank drafts to the bank account of Ratex Health Corporation Ltd. shall be subject to clearance



period as required by the bank. All bank drafts or cheques should also be made to the order of: "Ratex Health Corporation, Ltd." and shall be subject to clearance period as required by the bank. Unless otherwise specified, prices shall be accounted for at the country of origin currency rate as a norm and converted to US Dollars or EU Euros. Prices shall always remain freight-on-board (FOB) port of export of the country of origin.

2.2 Pricing and Fluctuations. Upon execution of this Agreement, Licensor will submit a confidential production price scheme under a co-production pricing formula to the Licensee; the pricing shall only be valid for the upcoming consecutive three (3) months. The prices shall be based on the overall cost per the total metric tons in volume. Licensor shall apply the packaging options as designated by the Licensee to formulate the final individual price of each lot of packages produced to the order of the Licensee. As stated in Section (2.1), the pricing scheme will use the country of origin's currency as a base for the production cycles and all other handling charges, it shall be converted then to an international currency such as US Dollars or EU Euros for which the stated totals to be paid by the Licensee should be paid within seven (7) days. Any fluctuation in currency exchange or material cost shall be born by the Licensee in a further settlement. All fund transfer bank and handling fees and/or exchange rate's commissions shall be born by the licensee.

2.3 Quality Assurance & Insurance. In consideration of the License, the Licensor's internal quality control (QC) shall be implemented at the sole discretion of the Licensor. The Licensor shall not and will not be held responsible for any damage or loss to the Product goods beyond the delivery point to the Licensee's designated freight-forwarder. Unless otherwise specified for each Product respectively. The Licensee, at its own expense, shall be entitled to appoint an acceptable and certified third-party organization to perform goods inspections at any level or stage of the production. The Licensee, at its own expense, shall coordinate with Licensee's freight-forwarder all risk-reduction measures and insurance policies.

2.4 Payment for Advert Placement; Retorts, not inclusive of Section (3.3), Licensor shall reserve one-point-five percent (1.5%) of revenues generated from orders destined to the Licensee's Region for the purpose of advert placement and local promotional campaigns, providing target volumes have been achieved during the previous period. Allocated funds are to be disbursed at the discretion of the Licensor by way of assignment to the Licensee or through direct payment to the promotion campaign agents. Similarly, Licensee shall reserve no less than two-point-five percent (2.5 %) or greater of its total sales for Product placement covered by this agreement.

(SECTION: 3) **PROPRIETARY INFORMATION AND CONFIDENTIALITY**

3.1 Title to Product. All proprietary rights in and to the Product, including without limitation all rights with respect to any and all trademarks, copyrights or rights under the trade secret laws of any jurisdiction, shall be and remain the sole property of Licensor. Neither the Licensee nor any customer of the Licensee shall have any right, title or interest therein except as expressly provided herein. The Licensee shall promptly notify Licensor of any infringement of Licensor's proprietary rights of which the Licensee has



knowledge. The Licensee may not wage related legal proceedings against any entity inside or outside the domain Region of the Licensee without the consent of the Licensor.

3.2 Trademarks Registration-Notice and Legends. As agreed by the Licensee in Section (1.4), all copyrights of the Products including and not limited to design, look-and-feel, logos, mottos, corporate image and associated colors are and remain the exclusive proprietary of the Licensor. Any and all use, explicit or implied must be within the guidelines established by the Licensor. Licensor shall at its discretion cease use at any given time without notice. Licensee must comply with Licensor's guidelines and restrictions after the date hereof. Licensor shall register any and all modifications, revisions and improvements developed by Licensor pursuant to Section (1.3) hereof. Throughout the duration of this Agreement, Licensee shall similarly maintain "Olà!TM", in all its lingual forms, as a registered trademark for and on behalf of the Licensor by way of assignment within the Region. The Licensee agrees to place and/or display Licensor's trademark and copyright notices promptly.

3.3 Marketing and Promotion. Notwithstanding the foregoing provisions of this Section (3), the Licensee shall have the right in its sole and absolute discretion to manage and conduct marketing of the Product, including the right to determine: (a) method of marketing, (b) marketing affiliation, (c) conversions to local or other currencies, (d) price markup and margins; and (e) promotion and advertising of the Product. Licensor agrees to list, place or display Licensee's reference address(es) as requested by the Licensee, including on Product's materials made or distributed by the Licensor to a reasonable extent. The Licensor agrees to emphasize Product presence in the Licensee's Region throughout Licensor's designated marketing portals. The Licensee agrees to make available to Licensor all advertisings or promotional campaigns materials and medias at the pre-deployment stage prior to publishing, Licensor reserve the right to enforce all the established codes and guidelines as agreed in Section (1.4). Licensee agrees to commence a Product launch at the introduction of Products and to implement periodical local promotions of the Product on regular basis within the provisions of Section (3.2).

3.4 Confidentiality. All non-public information pertaining to Licensor's business, the Product, its method of operation and its marketing shall be considered strictly confidential and shall not be disclosed without the Licensor's express written consent. All non-public information pertaining to Licensee's business, commercial transactions and correspondence shall be considered strictly confidential and shall not be disclosed without the Licensee's express written consent. The obligations of Section (3.1, 3.3 and 5.2) of this Agreement shall survive any termination of this Agreement for any reason.

(SECTION: 4) **WARRANTIES AND INDEMNIFICATION**

4.1 Warranties. Licensor represents and warrants that (a) it has all right, title and interest in and to the Product, other than with respect to the rights granted in this Agreement or otherwise specifically disclosed by Licensor to The Licensee; (b) it has and will have the right to grant the rights granted hereunder; (c) the Product does not and will



not infringe any copyright, patent or other property right of any other entity; (d) there are no claims or rights of other parties inconsistent with those granted hereunder; (e) The non-exclusive status of this agreement indemnify and entitles Licensor to the rights to grant similar rights and to duly execute agreements and grant further assignees identical privileges as stated in this Agreement; Along with the absolute power to assign this Agreement and executed amendments to an exclusive assignee in the Region. Alternatively, the exclusive status of this agreement implies that Licensor has not entered, and will not enter, into any exclusive agreement inconsistent with the rights granted in the Region stated hereunder, consequently, all non-exclusive agreements become consigned under the authority of the exclusive assignee, the terms and provisions of this agreement shall survive assignment (f) the Product will perform in accordance with The Licensor's technical written specifications; and (g) Products pricing shall exclude warrantability in case of special production arrangement, Licensee shall bear such burdens; otherwise the pricing shall be consistent with fair-competition practices and are coherent with those given to regional distributors. Correspondingly, upon request Licensee agrees to adhere to pricing guidelines established regionally. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE OR INFRINGEMENT.

4.2 Infringement Indemnification. Licensee shall during the duration of this agreement indemnify and hold harmless the Licensor and its employees and agents from any claim or suit, made or brought by way of an allegation on the ground that the manufacture, use, sub-license or other disposition of the Product constitutes an infringement of any copyright, trade secret or patent or the infringement of any rights held adversely to the parties hereto. The Licensee shall indemnify and hold harmless The Licensor and its employees and its distributors and agents from all losses, expenses, damages and costs including, without limitation, to attorney's fees, that may at any time be incurred by any of them by reason of an allegation, claim or suit threatened, made or brought against any of them, on the ground of commercial disputes, misrepresentations and/or obligation defaults whether financial, legal, moral or physical. Licensee shall inform Licensor promptly in writing of infringements that shall threaten the marketability of the Products in the Licensee's Region and agrees to give Licensor prompt notice of any related allegation, claim or suit regardless of the indemnification hereunder.

4.3 Set-off (I). In the event Licensee commits a breach of this Agreement, or any of Licensee's representations or warranties set forth in Section 4.1 hereof are untrue, and the Licensor thereby incurs any loss, liability, cost or expense, or Licensor becomes obligated due to Licensee's breach, Licensor can therefore demand Licensee to pay any loss, liability, cost or expense in accordance with Section 4.2 hereof. Licensor may withhold as part of the set offs any amount that is intended for Product purchase order(s) pursuant to this Agreement or Production Guarantee.

4.4 Set-off (II). Licensor's liability shall be limited to the order processing of any given order by the Licensee and shall not exceed the point of delivery to the designated



freight -forwarder. Licensor reserve the rights to freeze and/or cancel this Agreement during violations, including but not limited to measures as set forth in Section 1.4 hereof.

(SECTION: 5) **TERMINATION**

5.1 Termination Upon Default. This Agreement may be terminated by either party in the event the other party fails to observe or perform any term or condition hereunder and does not cure such failure within ninety (90) days after written demand by the non-breaching party. Licensor and Licensee would otherwise be entitled pursuant to this Agreement in accordance with Section (4) and Section (1.4) hereof.

5.2 Rights and Obligations on Termination. Upon termination of this Agreement in accordance with Section (1.2 and 5.1) hereof, all rights and obligations of the parties under this Agreement shall cease except for (a) The Licensee's obligations to make any payment which was due and payable on or prior to the date of termination, (b) Licensor's obligation of indemnification under Section (4.2) and The Licensor's rights under Section (4.3) with respect to any claims that arise out of events taking place before and or after the date of termination (c) Licensor shall at the request of the Licensee allow reasonable time for the depletion of existing Product in the Licensee's possession prior to termination. A period length of ninety (90) days from the termination date is granted herein, unless otherwise a period length is agreed upon in writing.

(SECTION: 6) **MISCELLANEOUS**

6.1 Taxes, Import-Export Duty-Fees and Levies. The amounts quoted for exportable Product goods under this Agreement may not be exempted of government excises, sales, use, other similar value added taxes or duties, named or unnamed herein according to export regulations and the applicable non-dual tariffs bilateral treaties in effect. Licensee shall be responsible for import duties levied on the Product in the Region and sales or value added taxes thereafter. All property taxes, net income taxes shall be assumed and paid by each party respectively and separately. Each party indemnifies the other party of its own tax and government levies, liens and obligations, including and not limited to Section (6.1), bankruptcy or foreclosures.

6.2 Notices. Notices to either party under or relating to this Agreement shall be in writing to the address indicated on the first page of this Agreement, or such other address of which notice has been given to the other party in accordance herewith and shall be deemed effective when received, or on the second day following the date of postmark if sent by certified mail. Electronic mail and facsimiles constitute official business transaction correspondence.



6.3 Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition, which is held, to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties hereto.

6.4 Entire Agreement. The parties hereto agree that this Agreement is complete. The statements of the Agreement supersede all prior proposals and understandings, oral or written, relating to the subject matter of this Agreement between all parties.

6.5 Modification of Agreement. Only a writing executed by the Licensee and Licensor may amend this Agreement.

6.6 Effect of Waiver. No waiver of any provisions of this Agreement shall be effective unless contained in a writing signed by the party waiving its rights hereunder. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement.

6.7 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to: an act of God; an act of war; a riot; an epidemic, fire, flood or other disaster; an act of government, a strike or lockout, public holidays, major communications lines failure and power shutdowns.

6.8 Assignment. This Agreement shall be binding on the parties hereto and their respective successors. The Licensor may assign this Agreement in whole or in part to its successors, assignees or agents. The terms of this Agreement remains in effect and should survive assignment, transfer or acquisition, unless otherwise a written modification is executed. Assignment by Licensee or its successors requires a written approval by the Licensor according to prior acknowledgement of the intent to assign this agreement. An execution of a separate evaluation of the new assignee by the Licensor may be required at its expense.

6.9 Governing Law. This Agreement shall be construed under and governed by the laws of the Hong Kong, SAR. Both parties agree to arbitration in resolving disputes prior to invoking any legal action.

6.10 Validity. This Agreement is nil and invalid unless with all requirements have been satisfied, notarized and authenticated officially by Ratex Health and Edison Electric companies seals.



6.11 Disclosure and Non-Disclosure. THIS AGREEMENT WAS DULY EXECUTED. THREE ORIGINAL COPIES WERE SIGNED FOR WHICH EACH PARTY IS ENTITLED TO AND HOLDS ONE ORIGINAL COPY. UPON SIGNING THIS AGREEMENT, BOTH PARTIES HAVE AGREED TO GRANT EACH OTHER DISCLOSURE RIGHTS OF THIS AGREEMENT FOR ALL LEGAL PURPOSES, INCLUDING LEGAL COUNSEL, PROOF OF AFFILIATION AND FOR THE OBTAINING OF BUSINESS, IMPORT AND EXPORT LICENSES. IT HAS BEEN AGREED BY BOTH PARTIES THAT THE BODY TEXT OF THIS AGREEMENT IS SET IN THE ENGLISH LANGUAGE. THEREFORE, ALL TRANSLATION(S) OF THIS AGREEMENT DOES NOT SUBSTITUTE THIS AGREEMENT OR CONSTITUTES AN AMENDMENT IN ANY SHAPE OR FORM.

EXECUTED as a document under seal as of the date first set forth above by the duly authorized representatives of the parties hereto and signed on date later set below.

Licensor: SIGNATURE AND SEAL

Date:

By: OB&HS' Region Manager
Title: Authorized Officer,
For and on behalf of OB&HS of **Ratex Health Corporation, Limited.**
An Edison Electric Corp., Edison General Company.

Licensee: SIGNATURE AND SEAL

Date:

By: [Mr. Signatory's Full Name]
Title: [COMPANY POSITION],
For and on behalf of [**COMPANY'S NAME**]
Address of company's headquarters

Witnessed by Legal Counsel & CPAs:
Chan & Wat, Wise Nominees, (HK) Ltd.
Kowloon, Hong Kong, S.A.R.