

EXCLUSIVE MANUFACTURING AGREEMENT

1. This Exclusive Manufacturing Agreement (hereinafter referred to as “this Agreement”) is dated ____, 2009 BETWEEN:

- (a) MAXON INDUSTRIES LIMITED whose registered address is Suite 1505-6 Albion Plaza, 2-6 Granville Road, Tsimshatsui, Kowloon, Hong Kong (hereinafter referred to as “MAXON”)
- (b) _____ (hereinafter referred to as "CUSTOMER")

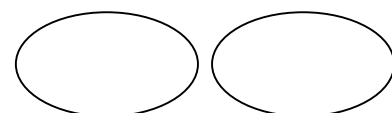
2. WHEREAS:

- (a) CUSTOMER is a company or individual that owns intellectual property and other rights to certain _____ used for _____ and wishes to find a manufacturing company for a project of manufacturing such _____ (hereinafter referred to as “the Product (s)”);
- (b) MAXON is a company that manufactures products and outsources goods, products and raw materials in China, Vietnam, Thailand and the UK and wishes to enter into discussion with the Disclosing Party with regard to the Project;
- (c) CUSTOMER desires to retain MAXON to provide exclusive Manufacturing Services using the Confidential Information owned by CUSTOMER (“Manufacturing Service” and “Confidential Information” defined as below);
- (d) MAXON desires to be established as CUSTOMER authorized and exclusive manufacturer for the Project in accordance with an order provided by CUSTOMER and agrees to provide the Products exclusively to CUSTOMER (“Order” and “Products” defined as below).

3. DEFINITIONS

3.1 As used herein, the following terms shall have the following meanings respectively:

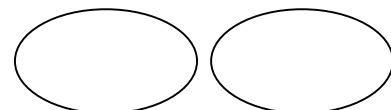
- (a) “**Product(s)**” shall mean and include any and all products of _____ supplied by MAXON in accordance with orders and product specifications provided by CUSTOMER pursuant to this Agreement;



- (b) **“Manufacturing Service(s)”** shall mean and include any or all of manufacturing products in accordance with the product specifications; painting products in accordance with the product specifications; sealing products in accordance with the CUSTOMER requirement; packaging products in accordance with the product specifications; and providing such other services related to the manufacture of products as CUSTOMER may reasonably request from time to time;
- (c) **“Confidential Information”** shall mean all patents, registered designs, trademarks, tooling, fixtures that is owned by the CUSTOMER, as well as the information, data, concepts, ideas, methods, processes, techniques, formulae, know-how, experiences, trade secrets and improvements relating to research, development, manufacturing and sale activities which are devised, developed or acquired by CUSTOMER and disclosed to MAXON. Confidential Information shall include not only written information, but also (i) information transferred orally, visually, electronically or by any other means, provided that the CUSTOMER expressly indicates to MAXON that such information constitutes “Confidential Information”; (ii) All notes, analyses, presentations or other documents (including materials, plans, designs or other works), which contain or otherwise reflect such information. Confidential Information may also include, if applicable, any confidential or proprietary information of any subsidiary or other affiliate of the CUSTOMER;
- (d) **“Order(s)”** means and includes any and all orders to be issued to MAXON from CUSTOMER at any time with respect to each of the Manufacturing Services. All such orders shall identify and specify the quantity of the products to be manufactured, and will contain other detailed instructions, including but not limited to painting, filling, labeling, sealing and/or packaging instructions, and the desired date and destination of delivery, and will contain schedules for the Manufacturing Service and payment;
- (e) **“Product Specification(s)”** shall mean and include any and all quality requirements relating to Manufacturing Services, which are provided by CUSTOMER to MAXON for the purpose of Manufacturing Services pursuant to this Agreement, and shall include any and all improvements and modifications.

4. MANUFACTURE AND SALE

4.1 Subject to the terms and conditions of this Agreement and within the effective period hereof, CUSTOMER hereby appoints MAXON, and MAXON hereby accepts the appointment by CUSTOMER, as exclusive manufacturer for the Products.



4.2 CUSTOMER shall provide MAXON with Product Specifications and orders as well as Confidential Information that is necessary for the Manufacturing Service and purchase the Products exclusively from MAXON. CUSTOMER shall be responsible for the sales, after sales and development of Products.

4.3 MAXON shall arrange Manufacturing Service for Products in accordance with Product Specifications and orders provided by the CUSTOMER and sell the Products exclusively to the CUSTOMER. MAXON shall be responsible to maintain the quality and competitiveness of Products.

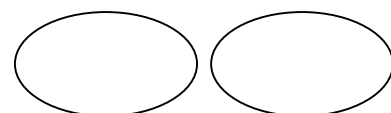
5. RIGHTS AND OBLIGATIONS

5.1 During the effective period of this Agreement, the rights and obligations for the CUSTOMER shall be as follows:

- (a) Prior to a period as agreed upon by both parties, the CUSTOMER shall submit order, related Product Specification, and/or any other requirement for Manufacturing Service during such period to MAXON.
- (b) In order to ensure the quality of Products, the CUSTOMER or its designated agents shall be entitled to perform sample inspections for the Products and even one or more unannounced on-site inspections of any Products manufactured, or in the process of being manufactured by the Manufacturer at any time during the Term. If any of the samples and/or Products do not meet the requirements of Products Specification provided by the CUSTOMER, the CUSTOMER shall give a written notice thereof to MAXON and may do one or more of the following in its sole discretion: (i) require a corrective action plan and require that the discrepancy be corrected in a timely manner; or (ii) perform one or more re-audits at any time or from time to time.
- (c) CUSTOMER shall comply with all VAT, customs, shipping insurance and other obligations in connection with the storage and shipment of Products.

5.2 During the effective period of this Agreement, the rights and obligations for MAXON shall be as follows:

- (a) After receiving an Order, related Product Specifications, and/or any other requirement from the CUSTOMER, MAXON shall confirm by returning a signed copy to the CUSTOMER within 30 working days upon receipt (hereinafter referred to as "Sales Confirmation"). Any confirmation in the absence of such timely reaction shall not become binding;



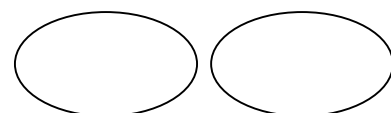
- (b) According to the order, related Product Specifications, and/or any other requirements from the CUSTOMER, which have been confirmed by MAXON, MAXON shall strictly perform all Manufacturing Services to meet those requirements;
- (c) According to the schedule of Manufacturing Service in the order, MAXON shall provide samples of each Product to the CUSTOMER freely for inspection, and take proper cooperation with the on-site inspection by the CUSTOMER;
- (d) MAXON shall perform any and all obligations under the Confidentiality Agreement between MAXON and the CUSTOMER dated _____ 2008 (hereinafter referred to as “the Confidentiality Agreement”) and hold the CUSTOMER Confidential Information in confidence at all times;
- (e) MAXON shall never undertake any kind of manufacture for the products in similar kind of Products under this Agreement for any other party;
- (f) MAXON shall arrange the shipment for Products pursuant to standing instructions from CUSTOMER;

6. WARRANTIES

6.1 MAXON hereby warrants to the CUSTOMER as follows:

- (a) That all Products manufactured under this Agreement for the CUSTOMER shall conform to the Product Specifications provided by the CUSTOMER and the quality standard as agreed by both parties. Any Products not in conformance with such standards may be returned by the CUSTOMER to MAXON. MAXON shall be liable for any expenses incurred by the CUSTOMER in returning such nonconforming Products, including the cost of freight, insurance, duties or other charges. In addition, within 30 working days of receiving a nonconforming Product from MAXON, if requested by the CUSTOMER, MAXON shall provide to the CUSTOMER a replacement Product that is in conformance with the Product Specifications; and
- (b) That it will not deliver Products to any third party except to the CUSTOMER designees.

6.2 The CUSTOMER warrants to MAXON that the CUSTOMER has lawful rights of ownership or authorization over the intellectual property concerned. Should MAXON be sued, claimed or charged by any third parties regarding the intellectual property rights concerned due to the Manufacturing Service providing by MAXON hereunder, the CUSTOMER shall indemnify for any and all the actual losses incurred to MAXON and designated manufacturer.



7. PAYMENT FOR MANUFACTURING SERVICE

7.1 For Manufacturing Services provided by MAXON pursuant to this Agreement, the CUSTOMER shall pay to MAXON according to the payment scheduled in the order. MAXON shall furnish the CUSTOMER with a written invoice for each order.

7.2 CUSTOMER may cancel all or part of any Order at any time by notice to MAXON. If such cancellation is not the fault of MAXON, the CUSTOMER shall remain liable for the compensation of all relevant actual damages incurred by MAXON.

7.3 The CUSTOMER shall not be liable for any damages incurred by MAXON if any order is cancelled due to the fault of MAXON. A cancellation of an Order shall, for purposes of this Agreement, be due to the fault of MAXON under any of the following conditions:

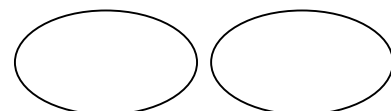
- (a) MAXON fails to follow the schedule of Manufacturing Services in such order confirmed by it, unless MAXON receives the CUSTOMER written approval to deviate therefore;
- (b) The Samples of any Product, either submitted by MAXON or procured by MAXON in an on-site inspection does not satisfy the standards required by the CUSTOMER or if after a notice of a discrepancy and in a subsequent inspection the product still does not meet the afore mentioned standards;
- (c) MAXON fails to make delivery in accordance with the order, or otherwise fails to observe or comply with any of the terms or conditions set forth under this Agreement, or fails to make progress so as to endanger performance thereof.

8. PROTECTION OF CONFIDENTIAL INFORMATION

8.1 MAXON shall not sublicense, make available or otherwise transfer any of its rights hereunder without prior written consent of the CUSTOMER.

8.2 As between the parties, all rights, title, and interest in the Confidential Information and relevant intellectual property are and shall remain with the CUSTOMER. MAXON shall not at any time do or cause to be done, or fail to do or cause to be done, any act directly or indirectly, contesting or in any way impairing the rights, titles, or interests of the Confidential Information and relevant intellectual property.

8.3 MAXON shall not make any representations or do any acts that may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Confidential Information and relevant intellectual property except as a licensee under the



terms of this Agreement, and MAXON acknowledges that nothing contained in this Agreement shall give MAXON any right, title or interest in or to the Confidential Information and relevant intellectual property save as expressly granted herein.

8.4 MAXON agrees to take whatever action that is appropriate or necessary to protect the CUSTOMER and its licensors' rights in the Confidential Information and relevant intellectual property.

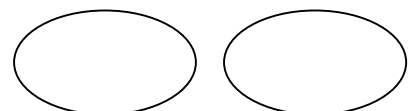
8.5 Both parties shall strictly comply with provisions under the Confidentiality Agreement during performance of this Agreement. Any breach of the Confidentiality Agreement shall directly lead to termination of this Agreement.

9. TERM AND TERMINATION

9.1 This Agreement shall have a definite term of fifteen (15) years (hereinafter referred to as "Term") at which time this Agreement will terminate unless extended in writing by both parties.

9.2 Both parties to this Agreement shall have the right to immediately terminate this Agreement at any time by giving written notice to the other, upon the occurrence of any of the following events:

- (a) either party fails to perform covenants or provisions of this Agreement if such default is not corrected within 30 working days after receiving the written notice from the other party with respect to such default;
- (b) violation by either party of the provisions under the Confidentiality Agreement;
- (c) any act, determination, filing, judgment, declaration, notice, appointment of receiver or trustee, failure to pay debts, or other events under any law applicable to either party indicating the insolvency or bankruptcy of such party;
- (d) any extraordinary governmental action, including but not limited to seizure or nationalization of assets, stock, or other property relating to either party; or
- (e) any other event that shall reasonably cause either party to have concern about the



stability or solvency of the other party.

9.4 Unless otherwise agreed by the CUSTOMER in writing, the rights and obligations for both parties prior to and upon termination of this Agreement shall be as follows:

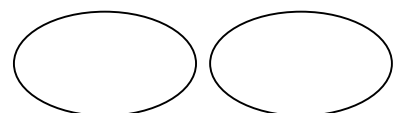
- (a) The CUSTOMER hereby agrees that upon termination of this Agreement based on default of MAXON and provided the CUSTOMER has given the termination notice, MAXON shall forthwith cease and desist in the manufacture of Products and other Manufacturing Services;
- (b) Both parties agrees that upon termination of this Agreement not based on defaults of MAXON, regarding the orders that have not been fulfilled yet, the CUSTOMER shall give formal notice without any delay whether to continuously fulfill the order or compensate for the actual losses incurred to MAXON due to cancellation of such order;
- (c) MAXON shall immediately return to the CUSTOMER all Products and molds made specially for Manufacturing Services, as well as the Confidential Information and relevant intellectual property in whatever form and all copies thereto.

9.5 In the event of termination of this Agreement for any reason whatsoever, the Confidentiality Agreement shall survive for as long as necessary to effectuate their purposes and shall bind the parties.

10. SETTLEMENT OF DISPUTES

10.1 This agreement shall be governed and construed in accordance with the laws of United Kingdom. Any dispute relating to this Agreement shall be referred to arbitration in accordance with its arbitration rules, the award thereto shall be final and be executed unconditionally by both parties hereof.

11. GENERAL PROVISIONS



11.1 No Waiver. The failure of the CUSTOMER to assert any of its rights under this Agreement shall not be deemed to constitute a waiver of its rights thereafter to enforce each and every provision of this Agreement, in accordance with its terms. The CUSTOMER may, by written notice to MAXON, and only as to its own rights, (a) extend the time for the performance of any of the obligations or other actions of MAXON under this Agreement, (b) waive compliance with any of the conditions or covenants of MAXON contained in this Agreement, or (c) waive performance of any of the obligations of MAXON under this Agreement.

11.2 Force Majeure. Notwithstanding anything in this Agreement to the contrary, no party shall be liable to the other party for any failure to perform or any delay in the performance of that party's obligations hereunder when such failure to perform or delay in performance is caused by an event of force majeure. For the purpose of this clause, the term "force majeure" shall include war, rebellion, civil disturbance, earthquake, fire, flood, strike, lockout, labor unrest, acts of governmental authorities, shortage of materials, acts of God, acts of the public enemy and, in general, any other causes or conditions beyond the reasonable control of the parties.

11.3 Notice. All notices required by or permitted by or made pursuant to this Agreement shall be in writing and shall be sent by facsimile, email, overnight courier service, or by registered, first-class mail, return receipt requested and postage prepaid, to the following addresses:

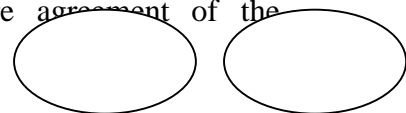
If to MAXON: Suite 1505-6 Albion Plaza, 2-6 Granville Road, Tsimshatsui, Kowloon, Hong Kong

If to the CUSTOMER _____

All such notices shall be deemed to have been received: (a) if by facsimile, email or overnight courier service, twenty-four (24) hours after transmission; and (b) if by registered, first-class airmail, five (5) days after dispatch.

11.4 Subject Headings. The subject headings of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.6 Entire Agreement. This Agreement embodies the entire agreement of the



CUSTOMER with MAXON with respect to the Manufacturing Services, and with exception to the NDA agreement signed and dated _____ supersedes all other prior agreements, understandings and communications, whether written or oral, with respect to the subject matter hereof. Any Orders□Products Specification□and/or any other requirement produced by the CUSTOMER, once confirmed, Sales Confirmation or other written documents, such Sales Confirmation or written documents shall constitute inseparable parts of this Agreement, and shall be formally binding to both parties. No modification or amendment of this Agreement shall be effective, unless it is in writing and executed by a duly authorized representative of each party.

11.7 Severability. If any term of this Agreement is held by a court/competent juridical arbitration tribunal to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11.8 Any amendment of this Agreement shall be made in written form as agreed by both parties as part of this Agreement.

11.9 This Agreement shall be signed in duplicate of same legal effect with each party holding one copy and shall become effective when signed by the appointed representatives of both parties.

MAXON INDUSTRIES LIMITED
Legal Representative (signature): _____
Date: _____ 2009

Legal Representative (signature): _____
Date: _____ 2009