

APPOINTMENT OF U.S. AGENT AGREEMENT

_____, a corporation formed under the laws of _____ and located at _____ (Principal), has agreed to retain the services of Customized Brokers, Inc., a Florida corporation, located in the United States at 10205 NW 108th Ave. Suite 1, Miami, Florida 33178 (U.S. AGENT) as its U.S. agent in accordance with the requirements and regulations of the U.S. Food and Drug Administration (FDA) under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Act) and U.S. Agent is willing to accept said appointment.

1. This Appointment of U.S. Agent Agreement shall be for an initial period of _____ (specify length of time, e.g., six months, one year), commencing on _____ (state month, date and year). This Agreement automatically renews on a yearly basis (or shorter term if so selected) thereafter on its anniversary date which is defined as the date on which this Agreement may be terminated at any time by either party giving thirty (30) days written notice to the other party. However, this Agreement may be immediately canceled upon the occurrence of one of the following:

- a) The failure of one party to perform or comply with any one or more of the terms and/or conditions set forth in this agreement.
- b) The discontinuance for any reason whatever of the performance of either party's specified duties for a period of thirty (30) days; and/or
- c) The insolvency of either party or the filing of a bankruptcy petition against it.

2. The duties of the U.S. Agent are to timely forward all inquiries received from FDA to Principal and to timely forward all responses from Principal to FDA. In addition, the U.S. Agent also agrees to register Principal through FDA's web-based registration program, to timely update all mandatory data elements in such registration(s) (currently defined as within sixty (60) days from the date the information changes), and to timely advise Principal of all other communications to and from FDA, including all telephone calls, visits, inspections or other interaction between the U.S. Agent and FDA regarding the activities of Principal.

U.S. Agent also agrees to serve as emergency contact for Principal.

Except as specifically stated here, U.S. Agent shall have no other duties or responsibilities to Principal nor does U.S. Agent in any way warrant or represent that Principal's foodstuff is merchantable for its intended use(s).

3. The duties of the Principal are to provide its U.S. Agent with prompt responses (defined as within two (2) business days of such shorter period as the circumstance require) to all inquiries, in writing or verbally, from FDA, to accurately and timely provide U.S. Agent with any and all information needed to facilitate the registration of Principal plus any and all information needed to timely update such registrations (currently defined as within sixty (60) days of any change in mandatory date elements).

4. Principal agrees to pay U.S. Agent \$_____ (U.S. Dollars) for its service for the term specified above. Principal also agrees that U.S. Agent may turn over any and all written communications received from Principal to FDA upon demand by FDA therefore.

5. Trade Secrets Provisions:

A. Non-Disclosure Obligation. The parties acknowledge and understand that in the course of U.S. Agent's work with Principal, each will be exposed to certain proprietary information or materials which constitute and/or contain extremely important proprietary and confidential information and trade secrets of one party or the other, the unauthorized disclosure of which would cause severe and irreparable harm.

B. "Trade secrets and/or confidential information" shall mean trade secrets, confidential information and other knowledge, information, documents, and materials owned, developed, or possessed by either party not generally

known or available to the public, including but not limited to the following subjects: the nature and identify of Principal's buyers, affiliates and vendors; formulae and formulations; costs; pricing policies; profit margins; sales and sales forecasts; market analyses; new services, products, and product lines; new methods of doing business, and new business locations; either party's financial position, lines of credit, and/or sources of investment capital, and other financial information; and sources of supply of goods and services sold; choices, costs, and ways, processes and/or methods of doing business; this Agreement; and other trade secrets and/or confidential information owned, developed or possessed by either party.

- C. Trade secrets and/or confidential information shall also include any methods, processes, formulae, forms or formats developed and owned by either party. Trade secrets and/or confidential information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party shall give the disclosing party prompt written notice of such requirement prior to such disclosure and shall also provide reasonable assistance in obtaining an order protecting the information from public disclosure.
- D. Such confidential information and trade secrets are hereinafter referred to as the "trade secrets and/or confidential information". In connection with, and as a condition to, the parties' willingness to disclose trade secrets and/or confidential information to each other, each agrees that it will take prudent and appropriate precautions to prevent the unauthorized disclosure of trade secrets and/or confidential information. In particular, each party agrees:
1. Not to use, directly or indirectly, or, except as expressly provided herein, disclose to any person or entity trade secrets and/or confidential information;
 2. Not to disseminate the trade secrets and/or confidential information except to such persons who require such information for purposes of accomplishing the goals of this Agreement, provided that the party owning the trade secrets and/or confidential information has authorized disclosure to such persons in writing; and,
 3. To take prudent and necessary measures to prevent unauthorized persons from learning about, obtaining or using the trade secrets and/or confidential information.

The Parties agree not to provide, disclose or make available to any individual, company or entity any of the records or information provided pursuant to this Agreement or any part thereof without the prior written consent of the providing party whether or not such material is copyrighted, patented, trademarked or otherwise marked as confidential, secret or proprietary, except as required to carry out the purposes of this agreement.

6. Each party shall save the other harmless from and against and shall indemnify the other for any liability, loss, costs, expenses or damages howsoever caused by reason of any injury (whether to body, property, or personal, or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default or omission of it or any of its agents, employees, or other representatives. If an action is initiated against either party for damage by reason of any of the acts or omissions of the other party referred to in this paragraph, such other party shall defend said action (or decisions of judgment which may be rendered in any such action; if such other party fails or neglects to so defend in said action, the party sued may defend same and any expenses, including actual and any expenses, including actual attorney's fees, costs and necessary disbursements, which it may pay or incur in defending said action and the amount of any decision or judgment which it may be required to pay shall be promptly reimbursed upon demand. Nothing herein is intended to, nor shall it, relieve either party from liability of its own acts, omissions or negligence.

7. This Agreement may not be assigned by either party without the other party's prior written consent, but, subject to the foregoing limitation, it will inure to the benefit of and be binding on the respective successors and assigns of both parties.

8. This Agreement may not be executed simultaneously in or ore more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, that if this Agreement is executed by facsimile, the parties shall circulate, execute and deliver within ten (10) calendar days duplicate originals of this Agreement. This Agreement becomes effective as soon as the parties exchange executed copies by facsimile.

9. In the event that suit or other action is brought to enforce any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover, in addition to such relief as may be granted, an award as and for its actual attorney's fees and costs in bringing such action and/or enforcing any decision or judgment granted therein. Attorneys' fees and costs shall be determined by the court or arbitrator in such litigation or in a separate action brought for that purpose and shall be deemed to have accrued upon commencement of such lawsuit or other action and shall be paid whether or not such action is prosecuted to decision, judgment or finality.

For the purposes of this section, attorney's fees and costs shall include, without limitation, fees and costs incurred in the following:

1. Post judgment motions;
2. Contempt proceedings;
3. Garnishment, levy and debtor and third party examinations;
4. Discoveries; and
5. Bankruptcy litigation.

10. The parties agree that U.S. Agent's liability under this Agreement, including but not limited to U.S. Agent's indemnity obligation under section 6 above, shall be limited to the amount of U.S. Agent's compensation under this agreement. Under no circumstances shall U.S. Agent be liable for indirect, incidental or consequential damages under this Agreement. Principal shall indemnify, defend and hold harmless U.S. Agent for any claims, fines and liabilities incurred in connection with the U.S. Agent's actions under this Agreement to the extent that any such claims, fines and liabilities exceed U.S. Agent's compensation under this Agreement.

In advance of any noticed reinspection of Principal's foreign facility, Principal shall, on demand, deliver to U.S. Agent a clean, irrevocable, unconditional and automatically renewing Letter of Credit, deposit, bond or such other form of collateral (collectively "Collateral") as is agreed, in amount as is reasonably requested by U.S. Agent. Such Collateral shall be from issuers and in form and content satisfactory to U.S. Agent. Such Collateral will be used to assure payment and performance of Principal's obligations to U.S. Agent. Principal shall be obligated to maintain Collateral meeting all the requirements prescribed herein until U.S. Agent determines, in its sole discretion, that all of the Principal's obligations to U.S. Agent are final or until U.S. Agent determines that it no longer requires the Collateral.

11. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement, shall, on written request of one party served on the other, be submitted to arbitration. The arbitration shall be conducted in Miami, Florida by the American Arbitration Association under its rules of commercial dispute arbitration.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, U.S.A.

13. Either party may be requested to take further action or execute documentation to carry out this Appointment of U.S. Agent Agreement and agrees to execute, acknowledge and deliver all such further acts, assignments, transfers, powers of attorney, and assurances as may be reasonably required to carry out the terms of this Agreement.

14. This instrument contains the entire agreement between the parties hereto with respect to the services contemplated herein and may not be amended and/or modified except by a writing signed by the party against whom the amendment and/or modification is to be asserted.

15. Except as otherwise specifically provided herein, each party to this Agreement shall pay its own costs and expenses (including but not limited to legal, accounting, broker, finder and investment bank fees) related to this Agreement, whether or not such transaction shall be consummated.

16. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, but only to the extent that the intent of the parties to this Agreement is achieved, and in such case all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

17. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

18. All covenants, representations and warranties made hereunder shall be deemed to be material and to have been relied upon by the parties mutually, notwithstanding any investigation made by either party or on their respective behalf, and shall survive the conclusion of this appointment.

19. All notices, demands, request, consents, approvals or other communications (collectively and severally called "Notices") required or permitted to be given hereunder, or which are given with respect to this agreement, shall be in writing, and shall be given by A) personal delivery (which form of Notice shall be deemed to have been given upon delivery); B) by telegraph or by private airborne/overnight delivery service (which forms of Notice shall be deemed to have been given upon confirmed delivery by the delivery agency; C) by electronic or facsimile or telephonic transmission, provided the receiving party has a compatible device or confirms receipt thereof (which forms of Notice shall be deemed delivered upon confirmed transmission or confirmation of receipt); or D) by mailing in the United States mail by registered or certified mail; return receipt requested, postage prepaid (which forms of Notice shall be deemed to have been given on the fifth (5th) business day following the date mailed). Each party hereby agrees that if Notice is to be given hereunder by the other party's counsel, such counsel may communicate directly with all principals as required in order to comply with the foregoing notice provision. Notices shall be directed to the addresses set forth above or to such other address as the receiving party shall have specified most recently by like Notice. Any Notice given to the estate of a party shall be sufficient if addressed to the party as provided in this paragraph.

20. The failure of either party to strictly enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision in the future.

21. Neither party shall be held responsible for any delay or failure to perform any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, labor unrest, embargo, government requirements, act of God or other cause(s) beyond its control.

22. Each of the parties shall comply with all applicable laws, rules and regulations relating to the performance of their respective obligations under this Agreement.

Date: _____, 20__ (insert month, date and year)

Signed on behalf of
Principal

CUSTOMIZED BROKERS, INC.
U.S. Agent