

AGREEMENT FOR SERVICES AS “UNITED STATES AGENT” FOR FOREIGN FOOD FACILITIES UNDER “THE BIOTERRORISM ACT 2002”

This agreement is made and effective as dated signed below by and between C-TECH (“Agent”) and “Facility” (as identified below)

C-TECH (“Agent”) is in the business of providing services to food companies in assisting “U. S. Food and Drug Administration (“FDA”) Food Facility Registration and acting as an “US agent” for the “Facility” for a fee.

“Facility” (as identified below) desires to engage Agent to act as its “US agent” for the purpose of “FDA Food Facility Registration” (Registration”) and for assistance in FDA food facility registration, all as set forth.

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

- 1. TERM.** This Agreement shall become effective on the date of signing by Facility (the “Effective Date”) and shall continue in full force and effect until terminated by either party upon at least 60 days’ prior written notice.
- 2. COMPENSATION.** Facility shall pay Agent a fee to act as its “US agent”, starting on the Effective Date. The fees are as following: 1) First year (2003-2004): \$399 for the first facility, \$99 for each additional facility under the same company. 2) Annual fee for each subsequent calendar year: \$299 for the first facility, \$99 for each additional facility under the same company. The first year’s fee is due and payable no later than ten days after the completion of the Facility registration with FDA. Annual fees for each subsequent calendar year is due no later than the 15th of January of the year. All fees shall be paid in US Currency by check or bank wire transfer.
- 3. EXCLUSIVITY.** Facility agrees to have Agent as its sole U.S. agent for FDA registration purposes only. Agent will not act as an agent for any other business purposes that are not defined in this agreement. Agent shall not provide any legal, business or other advice outside the scope of the Registration regulations.
- 4. LIABILITY.** Agent is not responsible for violations of the “Bio-terrorism Act 2002” that are committed by the Facility. Facility shall defend, indemnify and hold Agent harmless from any and all claims arising in connection with the Facility or any of its products.
- 5. DUTIES OF FACILITY**
 - I. It is the responsibility of the owner, operator, or agent in charge to register Facility in an accurately and truthfully.
 - II. Facility’s owner, operator, or agent in charge who submits the registration must certify that the registration information is true and accurate.

- III. Within 10 days of signing this Agreement, Facility shall provide Agent with all of the information required to file FDA Food Facility Registration Form 3537 (the "Form") as required by the "The Bioterrorism Act of 2002".
- IV. Information provided to Agent must be in English or other languages agreed upon by the Agent and Facility.
- V. Facility shall at all times during this Agreement respond to Agent promptly.
- VI. Facility must submit Agent an update to a facility's registration within 50 calendar days of any change to any of the information previously submitted on the Form under Sec. 1.232 (e.g., change of operator, agent in charge, etc.), except a change of the owner.
- VII. Owner of Facility shall notify Agent, or authorize an individual to notify Agent, ownership changes at Facility within 50 calendar days of the change and request Agent to cancel Facility's registration as specified in Sec. 1.235. Facility may suggest the new owner to re-register the facility as specified in Sec. 1.231 through Agent.

6. DUTIES OF AGENT

- I. The role of the U.S. agent is to serve as a communications link between FDA and the Facility for purposes including both emergency situations and day-to-day registration issues. These routine issues may include FDA's need for information about the Facility and arranging both routine inspections and inspections or communications with the Facility due to a potential bioterrorism threat or other public health emergency.
- II. Agent shall, at all times during the term of this Agreement, reside or maintain a place of business physically in the United States.
- III. Agent shall assist Facility in properly filing FDA Food Facility Registration form (Form 3537).
- IV. Agent shall maintain contact with FDA by phone, fax, email or written communications regarding the Facility and/or its products. Agent shall accurately convey information from FDA to the Facility within 10 US business days (excluding Saturday, Sunday and US holidays) by phone, email, mail or fax as Agent deems appropriate.
- V. Agent shall update the Registration within 10 days of receiving updated information from the Facility or as otherwise agreed. There is no extra charge for submitting updates. Facility shall provide update information in English or other languages agreed upon by the Agent and Facility.
- VI. Duties of Agent under this Agreement are limited to those set forth in the Registration regulations and that Agent is not involved in the formulation, manufacture, promotion, marketing, inspection, quality control, or sale of Facility's products.

- 7. CONFIDENTIALITY.** Agent shall maintain Facility's information in a confidential manner. Facility shall maintain Agent's information in a confidential manner, and agree not share trade secrets of Agent with any other third party.

- 8. **TERMINATION.** This Agreement may be terminated without cause by either party upon 60 days prior written notice of the intent to do so. If the Facility terminates this Agreement under this section it will not be entitled to a refund of fees paid. If Agent terminates this Agreement, Agent will refund a prorated portion of the Fees based on number of days in a 365-day year.
- 9. **FINAL AGREEMENT.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.
- 10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the state of IOWA, United States.
- 11. **SIGNATURES AND ADDRESSES.** By signing below, Agent and Facility confirm that they understand and agree to the terms set forth in this Agreement.

AGENT



President, C-TECH

Address: 1929 Woodberry Court,

Iowa City, Iowa 52246

U. S. A

Date 11/01/03

FACILITY

Authorized Signature

Print Name

Title

Facility Address

COUNTRY

Date