

SUPPLIER TRADE AGREEMENT

This agreement is made as of date (dd/mm/yy) _____ between following parties

Symbio Farma BV, Diamantlaan 89, 2132 WV, Hoofddrop, Netherlands
(The contract giver) here in referred to as "Symbio Farma BV"

&

(The contract acceptor) here in referred to as "Supplier"

Each shall be referred to individually as Party and collectively as Parties.

This agreement supersedes any other previous agreement pertaining to goods supply between the parties.

1. SUBJECT OF THE CONTRACT

The two (2) parties agree that the supplier shall deliver medicines which are in compliance with the EU legislation and the customer shall receive the goods and pay the agreed price. The Supplier guarantees that the goods are authorized to be distributed in the European Community.

2. GOODS DESCRIPTION

This contract is applicable to supply of licensed Pharmaceutical products as permitted by the wholesale distribution license of the supplier.

3. OBLIGATION

Symbio Farma BV will order goods by means of a purchase order with detail product information including strength; pack size and EU number were applicable. Supplier will supply goods exactly as per the product details mentioned in the purchase order.

4. WHOLESALE PERMIT

The supplier assures Symbio Farma BV that it possess a valid wholesale dealers license and will provide a copy to Symbio Farma BV before start of the trade in order to perform an initial validation. Any changes in the license (variation/termination/cancellations) will be immediately notified to Symbio Farma BV by the supplier. Failing to abide by this condition can lead to

termination of contract between the two parties, in which case Symbio Farma BV will not be liable for any legal and financial losses incurred.

5. THE PURCHASE ORDER

Symbio Farma BV will issue the purchase order in writing and send it via fax or e-mail. The order is considered valid only after the supplier has confirmed it in writing by fax or e-mail. Purchase order has limited expiry and any amendments to this shall be conveyed to supplier by providing amended purchase order.

6. SOURCE OF THE ORDERED GOODS

The supplier assures that they will only sell and or deliver goods sourced from an licensed and dully authorized EU wholesaler to Symbio Farma BV. The supplier assures that they will only sell and or deliver goods to Symbio Farma BV which have been put into the EU market solely by the original pharmaceutical manufacturer within the EEA. The supplier immediately notifies Symbio Farma BV and the competent authorities of the occurrences of suspected counterfeit goods and recall of the goods.

7. GOOD DISTRIBUTION PRACTICE (GDP)

The supplier assures to be familiar with the GDP guidelines and assures to comply with the updated GDP guidelines. The supplier assures that goods will be stored and distributed according to the GDP guidelines and all the requirement of Storage premises and equipments are adhered to. Supplier will ensure that all the equipments used to maintain and monitor temperature where goods are stored and transported are calibrated and the storage areas temperature mapped at two different seasonal extremes in accordance with GDP standards.

8. GOODS PACKAGING

Please refer to attached Standard operating protocol for goods packing.

9. DELIVERY QUANTITIES AND TERMS

The quantity of products which must be delivered is limited to quantity stated on the purchase order by Symbio Farma BV. Any changes to supply shall need a written confirmation (new or amended purchase order) from Symbio Farma BV. Both parties shall agree upon the delivery terms as per agreed trade terms. Symbio Farma BV is not liable to accept any goods after the purchase order expires until and unless there is any prior written confirmation between the two parties.

In the event of receipt of damaged goods which are not fit for purpose, Symbio Farma BV will notify supplier within 5 working days and will return goods for immediate credit.

10. PRICE AND PAYMENT CONDITIONS

Supplier will be bound to the agreed payment terms as notified by Symbio Farma BV. In case the supplier wishes to change the payment term, this should be informed to Symbio Farma by an email or fax. Symbio Farma will evaluate the change in condition and decide whether the goods supply contract can be continued with the supplier.

11. AGREEMENT AMENDMENT

Every amendment to this agreement shall be brought under the form of a written annex agreed by both parties.

12. DURATION OF THE AGREEMENT

This agreement has duration of 5 year from the date of acceptance by the contract acceptor. The contract shall be automatically extended for consecutive period of one year each unless one of the parties sends a written notice 30 (thirty) days prior to the said expiry date.

13. CONFIDENTIALITY

Each party agrees to maintain in confidence and not to use except for the purpose of this Agreement any information of a confidential nature such as technical information and data, commercial information and know-how, price structures, administrative and operational costs, or other information relating to each other's business operations or, in the case of Customer, to the Products.

14. WARRANTY

The supplier warrants that all the products supplied to Symbio Farma are free from defects, not expired, stored at correct temperature as per manufacturers SPC's, fit for their intended purpose, have been manufactured according to cGMP, and are not falsified or counterfeit.

15. PRODUCT COMPLAINTS /QUALITY ISSUES

If the product is found to be damaged, expired and stored/transported in incorrect condition at the time of the receiving by Symbio Farma BV, replacement/credit can be asked from the

supplier. If the product is received on a holiday, then communication from Symbio Farma BV for replacement/credit will be made on the next working day.

16. RECALLS

Symbio Farma BV will maintain complete records of all products received from supplier. In the event of a recall ordered by a government agency or customer or by Supplier of any of the Products (the "Recall"), the Supplier and Symbio Farma BV shall co-operate fully with one another in conducting the Recall.

17. INSPECTIONS

Symbio Farma BV will reserve the right to conduct inspections once every three years at the supplier licensed premises upon demand in order to check their compliance with the GDP guidelines and national medicine authority regulations. Symbio Farma BV will provide minimum 28 days notice.

18. CHANGE CONTROL

In case of any change in the location of the premises of the supplier, or any GDP related change which negatively affects quality and supply of medicines the supplier will immediately inform Symbio Farma BV, by providing a documented change control and impact assessment data.

19. COMMUNICATION

Any communication regarding the supply of goods will be made via email or fax, any verbal communication between both the parties should be immediately supported by a document proof.

20. ANTI CORRUPTION

Supplier shall comply with the current EU law and anti corruption laws of the territory in which business is conducted with Symbio Farma BV.

21. INDEMNITY

The Supplier indemnifies and releases Symbio Farma BV against any claims, loss, damage, cost (including legal costs), expense or liability arising out of:

- (a) any breach of any warranty or obligation under this Agreement;
- (b) any willful or negligent act or omission of the Supplier or any of its officers, employees or, agents in relation to the performance of its obligations under this Agreement; and
- (c) any breach of any third party's rights, including in respect of any claim that the Product infringe, or their importation infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person anywhere in the world, (Except, to the extent caused or contributed to by any negligent act or omission of Symbio Farma BV, its officers, employees and agents)

22. INSURANCE

If the supplier arranges the transport it agrees to maintain insurance covering the Product(s) and their performance under the Agreement in compliance with applicable legal requirements and including but not limited to commercial general liability (including products liability, completed operations and third party liability coverage until goods are delivered to Symbio Farma BV). In the event of goods been deemed damaged or not fit for resale Symbio Farma reserves the right to demand for repayment/credit from supplier to the value of goods damaged.

When Symbio Farma arranges the transport we agree to maintain insurance covering the Product(s) and their performance under the Agreement in compliance with applicable legal requirements and including but not limited to commercial general liability (including products liability, completed operations and third party liability coverage until goods are delivered to Symbio Farma BV). In the event of goods been deemed damaged or not fit for resale Symbio Farma reserves the right to demand for repayment/credit from supplier to the value of goods damaged.

23. FORCE MAJURE

Supplier's failure to deliver product(s) by reason of any of the following and such event shall not constitute an event of default or breach of any Terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of the defaulting Party. Supplier shall promptly notify the Symbio Farma BV of any such delay and its cause.

24. TERMINATION OF THE CONTRACT

The contract can be terminated in advance by Symbio farma BV if the supplier does not follow the conditions stated in the contract by giving a written notice to the supplier 30 days prior to the termination of the contract.

However the contract can be terminated without giving a prior notice to the supplier with immediate effect under below mentioned conditions.

if the supplier is found to violate the warranty conditions as stated above ,

If the supplier does not follow anti corruption laws of the territory in which supplier conducts business with Symbio Farma BV.

Supplier shall have no claim over Symbio Farma BV for compensation for any loss of whatever nature by virtue of the termination of this agreement in accordance with this clause.

25. MISCELLANEOUS

The parties shall try, in good faith, to settle amiably any dispute, controversy or disagreement among themselves that could arise from or in relation to the Contract. If an amiable settlement of such disputes, controversies or disagreements is not possible, any litigation arising from or in relation to the Contract, including those related to the conclusion, interpretation, execution or termination of the Contract, shall be settled by the United Kingdom court.

26. GOVERNING LAW AND JURISDICTION

The Contract is governed by the UK with application of EU laws and regulations for sale of Goods.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and has priority over all documents, previous verbal consents or understandings made between the parties before the conclusion of this Agreement with respect to the subject matter hereof. None of the terms of this Agreement shall be amended or modified except in writing, expressly referring to this Agreement and signed by the parties hereto.

This agreement has been concluded today the <Date> of <Month>, the <Year>, in 2 (two) copies, one for each party.

For Symbio Farma

Signature : -----

Name : -----

Position : -----

Date : -----

For...

Signature : -----

Name : -----

Position : -----

Date : -----