COLLECTION OF

08 TEMPLATES OF INTERNATIONAL PROCESSING AND OUTSOURCING AGREEMENT

FDVN LAW FIRM

TỔNG HỢP

08 MẪU HỢP ĐỒNG GIA CÔNG CÔNG NGHIỆP VÀ DỊCH VỤ QUỐC TẾ

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State of _____

TOLL MANUFACTURING AGREEMENT

This Toll Manufacturing Agreement (this "Agreement") is made as of the _____ day of _____, 20_____ (the "Effective Date") by and between:

Buyer: _____ ("Company), a(n) (Check one) ☐ individual ☐ corporation ☐ limited liability company ☐ partnership ☐ limited partnership ☐ limited liability partnership located at _____ [Address] and

Manufacturer: _____ ("Manufacturer"), a(n) (Check one) ☐ individual ☐ corporation ☐ limited liability company ☐ partnership ☐ limited partnership ☐ limited liability partnership located at _____ [Address].

The parties agree as follows:

1. **Toll Manufacturing.** Company shall retain Manufacturer for the production of _____
_____
_____ [Product description] (the "Products") in accordance with the specifications contained in the statement of work attached hereto as Exhibit A (the "SOW"). Company will make all reasonable efforts to provide clear instructions, documentation, and product specifications to Manufacturer. Manufacturer must manufacture the Products in accordance with this Agreement, in compliance with applicable laws and regulation, and using generally accepted industry practice.

2. **Supply of Materials.** Except as otherwise agreed upon herein, Company shall supply, or arrange to supply, to Manufacturer all raw materials need for the production of the Products (☐ as specified in Exhibit B).

3. **Purchase Orders.** Company shall submit orders for the Products by submitting a purchase order to Manufacturer (the "Purchase Order") detailing the number of units of the Products to be produced and the date of delivery. Supplier will be entitled to produce no more than the number of units of the Products shown on the Purchase Order. Manufacturer must acknowledge receipt of any Purchase Orders.

4. **Grant of License.** Company grants to Manufacturer a limited, non-transferrable and non-exclusive license to use the any intellectual property necessary to produce the Products during the term of this Agreement. Nothing in this Agreement shall give Manufacturer any right, title or interest in such intellectual property.

5. **Ownership of Products.** Company owns all rights to the Products produced by Manufacturer.

6. **Payment.** Manufacturer will be paid $_____ per unit of Product produced under this Agreement.

Tolling Fee (Check one)

☐ In addition, Manufacturer shall pay a tolling fee of $_____.

☐ There is NO tolling fee.

Payment (Check one)

☐ Payment will be made within _____ days from the date the Products are delivered.

☐ Payment will be made within ____ days from receiving an invoice from Manufacturer.

☐ Payment will be made _____

_____

7. **Late Payments.** (Check one)

☐ Manufacturer will be entitled to charge interest of _____% on any unpaid balance more than _____ days past due.

☐ Not applicable.

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8. **Shipments.** The Products will be delivered by Manufacturer to Company at the following address: _____ or in accordance with the agreed upon terms and delivery schedule in the Purchase Order. The Products will be suitably packaged in accordance with the SOW. (Check one) ☐ Manufacturer ☐ Buyer will pay for all freight, insurance and other shipping expenses. Title and risk of loss will pass to Company: (Check one)

☐ Upon delivery of the Products.

☐ Upon shipment of the Products.

Manufacturer will use commercially reasonable efforts to deliver the Products on the agreed-upon delivery dates and notify Company of any anticipated delays.

9. **Product Acceptance.** The Products delivered by Manufacturer will be inspected and tested by Company within _____ days of delivery. If the Products delivered do not comply with the specifications in the SOW and/or Purchase Order, Company has the right to reject the non-conforming Products. Products not rejected within _____ days of delivery will be deemed to be accepted by Company. In the event any Products do not comply with the specifications in the SOW and are rejected by Company, Company may, at its option: (Check all that apply)

☐ Return for a replacement

☐ Return for a credit

☐ Return for a refund

10. **Warranties.** Manufacturer warrants that it will perform the SOW in a good, professional and workmanlike manner, and Manufacturer will promptly notify Company of any delay or defect in the production of the Products. Manufacturer warrants that the Products will be produced in compliance with the specifications and quality control standards, if any, in the SOW and any Purchase Order, and in compliance with all governmental and environmental regulations.

Substantive defects (Check one)

☐ **Manufacturer does NOT warrant** that the Products will be free from substantive defects in workmanship. MANUFACTURER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

☐ **Manufacturer warrants** that the Products will be free from substantive defects in workmanship for a period of: (Check one)

☐ _____ days from the date of shipment.

☐ _____ months from the date of shipment.

☐ _____ years from the date of shipment.

☐ Other: _____ from the date of shipment.

The warranty does not apply to any Products that are damaged due to the misuse, abuse, alteration or negligence of any party other than Manufacturer. MANUFACTURER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Term.** This Agreement commences on the Effective Date and will remain in effect for _____ years. This Agreement will automatically: (Check one)

☐ Renew for a term of _____ year(s), unless either party has given at least _____ days written notice not to renew to the other party.

☐ Terminate, unless the parties have mutually agreed in writing to renew it for an additional term.

12. **Termination.** Company and Manufacturer may at any time by mutual consent decide to terminate this Agreement pursuant to written and delivered notice to the other party. Company may terminate Manufacturer's rights to produce the Products for any reason on _____ days' written notice of termination. Manufacturer retains the right at any time to terminate its obligations to produce the Products on _____ days' written notice of termination. This Agreement also may be terminated automatically, without notice, (i) upon the institution by or against Company and Manufacturer of any insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts, (ii) upon Company's or Manufacturer's making an assignment for the benefit of creditors, or (iii) upon Company's or Manufacturer's dissolution.

13. **Default.** If either party should fail to perform its respective obligations under the terms of this Agreement, the other party will notify of the party that it is presumed to be

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in default and give reasonable recourse to cure the stated issue. The defaulting party will have the opportunity to cure the default within _____ days of notice by the other party. In the event of a failure to cure a breach or default within the stipulated time, the other parties will have the right to terminate this Agreement immediately.

14. **Effect of Termination.** Upon the termination of this Agreement, the rights and licenses granted to Manufacturer pursuant to this Agreement, including without limitation the right to use the intellectual property and manufacture the Products, will automatically terminate. All payments owing from Company to Manufacturer, or refunds due from Manufacturer, will become immediately due and payable, and legally enforceable, upon termination. Manufacturer will not make or retain any copies or samples of any confidential items or information which may have been entrusted to it.

15. **Confidentiality.** In the course of producing the Products, each party may be exposed to confidential and proprietary information of the other party, including designs, drawings, materials, manufacturing specifications, trade secrets, business and financial information and other confidential information (the "Confidential Information). Manufacturer will keep confidential all Confidential Information of Company, including details of the manufacturing the Products, and will manufacture the Products in accordance with strict security procedures. During the term of this Agreement, each party will refrain from disclosing any Confidential Information of the other party, except for the strict purposes or activities specifically authorized in this Agreement or if required by law. Each party will use all reasonable efforts to maintain the privacy of the Confidential Information in its possession or control.

16. **Prohibited Acts.** Neither Manufacturer, nor any agent, representative, affiliate, or subcontractor of Manufacturer, will have the right to copy, manufacture or distribute the Products without the express prior written approval of Company. Anyone who copies, manufactures or distributes the Products without a license and prior written approval of Company will be liable for any cost or loss in sales, revenue or profits by Company, plus all applicable attorneys' fees and costs incurred in investigating and prosecuting an action against the offending party. Company will notify those to whom it entrusts knowledge of, or access to, the Products that Company and the offending party will be liable for losses.

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17. **Inspection of Books.** Company will have the right, upon reasonable request, to audit and review the books and records of Manufacturer sufficient to verify the number and quality of the Products being manufactured. Any such audit will be conducted at Company's expense and at such times and in such a manner as to not unreasonably interfere with Manufacturer's normal operations. Manufacturer shall maintain all such books and records for a period of _____ years after shipment of the Products.

18. **Insurance.** Company and Manufacturer agree to maintain appropriate insurance to adequately cover their respective risks under this Agreement, with coverage amounts commensurate with levels in their respective markets.

19. **Limitation of Liability.** In no event will either party be liable for costs, expenses, or damages in connection with this Agreement in excess of actual costs, expenses, damages, or provable and actual lost revenue.

20. **Force Majeure.** Neither party will be liable for the costs or expenses arising from any failure or delay in the performance of this Agreement that is due and attributable to causes beyond the control of either party, including but not limited to acts of God, weather, war, civil unrest, strikes, lockouts, destruction of production facilities, riots, insurrection, terrorist attacks, government regulatory actions, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, or any other force majeure event, provided that the party has used commercially reasonable efforts to mitigate the effects of the cause. Supplier will not be liable for any delays in the normal production or interruption in the workflow process caused by changes to the specifications by.

21. **Amendments.** This Agreement may not be modified or amended except by a written agreement signed by all of the parties.

22. **Notices**. Any notice or communication under this Agreement must be in writing and sent via personal delivery, overnight courier service, or certified or registered mail, postage prepaid, return receipt requested and addressed to the to the address stated above or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.

23. **No Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

24. **Assignment.** The parties agree that their rights and obligations under this Agreement may not be transferred or assigned without the prior written consent of Buyer. Buyer may assign its rights and obligations under this Agreement without Supplier's consent.

25. **Successors and Assigns.** This Agreement shall be binding and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

26. **Governing Law**. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law's provisions.

27. **Disputes.** Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.

(Check if applicable)

☐ If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

28. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

30. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

31. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

32. **Miscellaneous.** _____

_____

_____

_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company Full Name	**Company** Signature	**Company Representative** Name and Title

Manufacturer Full Name	**Manufacturer** Signature	**Manufacturer Representative** Name and Title

Exhibit A

STATEMENT OF WORK

Exhibit B

RAW MATERIALS

Link download: https://quick-agreements.com/toll-manufacturing-agreement-template

TOLL MANUFACTURING AGREEMENT

Agreement Type: Toll Manufacturing Agreement **Effective Date: Governing Law:** State of [STATE]

This Toll Manufacturing Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[OWNER PRINCIPAL LEGAL NAME]**, a Corporation organized under the laws of the State of [STATE], with an address of [OWNER ADDRESS] ("Owner"), and **[MANUFACTURER LEGAL NAME]**, a Corporation organized under the laws of [MANUFACTURER JURISDICTION OF FORMATION], with a principal manufacturing facility at [MANUFACTURER ADDRESS FACILITY] ("Manufacturer"). Owner and Manufacturer are each a "Party" and together the "Parties."

Recitals

WHEREAS Owner has developed and owns the design, specifications, formulas, know-how, and trade secrets embodied in the Product described below and wishes to have the Product manufactured;

WHEREAS Manufacturer represents that it possesses the qualified personnel, equipment, facilities, licenses, and expertise to manufacture the Product in accordance with Owner's specifications; and

WHEREAS the Parties wish to establish a toll manufacturing arrangement in which Owner supplies the Materials and specifications, Manufacturer supplies the labor, equipment, and facility, Owner retains title to all Materials and finished Products throughout, and Manufacturer is compensated by a processing fee (the "Toll Fee");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions

1.1 "**Confidential Information**" means all non-public technical, business, financial, and operational information disclosed by Owner to Manufacturer, including specifications, formulas, processes, knowhow, drawings, batch records, customer data, pricing, and the existence and terms of this Agreement.

1.2 "**Improvements**" means any invention, discovery, modification, enhancement, derivative work, process improvement, or know-how conceived, developed, or reduced

to practice by Manufacturer (alone or jointly with Owner or any third party) during the Term that relates to the Product, Owner's specifications, Owner's Materials, or Owner's intellectual property.

1.3 "**Materials**" means the raw materials, components, packaging, labels, and other feedstock supplied by Owner to Manufacturer for conversion into the Product, as further described in Section 3.

1.4 "**Product**" or "**Finished Goods**" means **[NAME DESCRIPTION OF THE PRODUCT]**, manufactured to the Specifications.

1.5 "**Specifications**" means the technical and quality requirements for the Product set forth in Exhibit A (Exhibit A — Product Specifications), as amended from time to time by written Engineering Change Order executed by both Parties.

1.6 "**Toll Fee**" means the processing fee payable by Owner to Manufacturer as set forth in Section 5.

2. Scope of Manufacturing Services

2.1 **Services.** Manufacturer shall manufacture the Product strictly in accordance with the Specifications and this Agreement. Manufacturer's services include: [SCOPE OF MANUFACTURING SERVICES].

2.2 **Facility, labor, and equipment.** Manufacturer shall supply, at its sole cost and expense, all labor, equipment, utilities, consumables, and facility capacity necessary to manufacture the Product. Manufacturer shall maintain its facility in good operating condition and in compliance with all applicable laws, regulations, and industry standards.

2.3 **Exclusive use of Materials.** Manufacturer shall use the Materials supplied by Owner solely for the manufacture of Owner's Product and for no other purpose. Manufacturer shall not divert, sell, transfer, pledge, encumber, or commingle the Materials with Manufacturer's own inventory or that of any third party.

2.4 **Production records.** Manufacturer shall maintain complete and accurate production records, batch records, material-reconciliation records, and quality records for each production run, and shall retain such records for a period of not less than seven (7) years (or longer where required by applicable law).

2.5 **Samples and first-article approval.** Before commencing full-scale production, Manufacturer shall produce samples for Owner's inspection and written approval. Owner's approval of a sample does not waive Owner's right to reject non-conforming Products from a subsequent production run.

3. Materials; Title; Risk of Loss

3.1 **Materials supplied by Owner.** Owner shall supply the following Materials to Manufacturer in sufficient quantity and quality to meet the agreed production schedule: [MATERIALS FEEDSTOCK SUPPLIED BY OWNER]. Owner shall bear the cost of the Materials and delivery to Manufacturer's facility.

3.2 **Title to Materials and Products. Title to all Materials and to all Products manufactured from such Materials (including work-in-process) shall at all times remain with Owner.** Manufacturer holds all Materials, work-in-process, and Finished Goods as bailee for Owner, not as owner. In no event shall the Materials, work-in-process, or Finished Goods be treated as inventory, assets, or property of Manufacturer for any purpose, including in connection with any bankruptcy, insolvency, receivership, creditor proceeding, UCC filing, or tax assessment.

3.3 **Risk of loss.** Manufacturer bears risk of loss of the Materials, work-in-process, and Finished Goods from the time of receipt at Manufacturer's facility until delivery to Owner's designated carrier (or as otherwise specified in Section 4). Manufacturer shall insure the Materials, work-in-process, and Finished Goods at their full replacement cost while in Manufacturer's custody and shall name Owner as loss payee / additional insured.

3.4 **Material reconciliation.** Manufacturer shall reconcile, on a per-batch and per-period basis, the quantity of Materials received against Products produced, scrap, and rework. Unexplained variance in excess of the Specifications stated yield tolerance is a material breach.

3.5 **Return of excess Materials.** Upon request of Owner or termination of this Agreement, Manufacturer shall return all unused Materials, work-in-process, and Finished Goods to Owner (or dispose of the same at Owner's written direction), at Owner's cost for transportation.

4. Delivery

4.1 **Delivery schedule.** Manufacturer shall manufacture and deliver Products in accordance with the delivery schedule set forth in Exhibit A or as established by mutually accepted purchase orders.

4.2 **Delivery terms.** Delivery shall be FOB Manufacturer's facility unless the Parties agree otherwise in writing. Risk of loss passes to Owner upon tender to Owner's designated carrier.

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4.3 **Packaging and documentation.** Manufacturer shall package Products in accordance with Owner's instructions and shall accompany each shipment with a packing list, bill of lading, and any required certificates (including, where applicable, Certificate of Analysis).

4.4 **Late delivery.** Time is of the essence. Persistent or material late delivery is a basis for termination for cause and may entitle Owner to source conforming Products from alternative suppliers, with any reasonable cost-cover differential chargeable to Manufacturer.

5. Toll Fee and Payment

5.1 **Toll Fee.** In consideration of Manufacturer's services, Owner shall pay Manufacturer a Toll Fee of **** per Unit. The Toll Fee is inclusive of all labor, facility, equipment, and overhead costs; it does **not** include the cost of Materials (which Owner supplies) or taxes assessed on Manufacturer's services (which shall be separately invoiced where applicable).

5.2 **Invoicing.** Manufacturer shall invoice Owner upon delivery of conforming Products. Owner shall pay undisputed amounts within **30 days** of receipt of invoice.

5.3 **Disputed amounts.** Owner may withhold payment of amounts reasonably disputed in good faith, provided Owner provides written notice of the dispute within the payment period. The Parties shall use reasonable efforts to resolve disputed amounts within thirty (30) days.

5.4 **Late payment.** Undisputed amounts not paid when due shall accrue interest at the lesser of 1.0% per month or the maximum rate permitted by applicable law.

6. Quality, Inspection, and Audit

6.1 **Quality warranty.** Manufacturer warrants that each Product will conform to the Specifications, be free from defects in workmanship, and be manufactured in compliance with all applicable laws.

6.2 **Inspection and rejection.** Owner may inspect Products upon delivery and may reject any nonconforming Product within thirty (30) days. Rejected Product shall be reworked or replaced by Manufacturer at Manufacturer's cost, or, at Owner's election, credited against the Toll Fee.

6.3 **Audit rights.** Owner, upon not less than five (5) business days' prior written notice, may audit Manufacturer's facility, production records, batch records, quality records, and information-security controls, up to twice per calendar year. Owner may conduct

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emergency audits without advance notice upon reasonable suspicion of breach of confidentiality, IP misuse, or material non-conformity. Each Party shall bear its own audit costs, except that Manufacturer shall bear Owner's reasonable audit costs if the audit reveals material non-conformity.

6.4 **Quality management system.** Manufacturer shall maintain a documented quality management system appropriate to the industry and scale of production.

7. Intellectual Property

7.1 **Ownership by Owner.** All right, title, and interest in and to (a) the Product, its design, specifications, formulas, know-how, and trade secrets; (b) all intellectual property embodied therein, including all patents, patent applications, copyrights, trademarks, and trade secrets; and (c) all Improvements — shall be and remain the exclusive property of Owner.

7.2 **Present-tense assignment of Improvements.** Manufacturer **hereby irrevocably assigns** to Owner all right, title, and interest (including all intellectual property rights) in and to any and all Improvements, whether conceived, developed, or reduced to practice by Manufacturer or its personnel alone or jointly with others. This assignment is a present-tense conveyance effective automatically upon the conception or reduction to practice of each Improvement, without any further act or document required. Manufacturer shall promptly disclose all Improvements to Owner and shall execute such further documents (including patent assignments) as Owner reasonably requests to perfect, record, or enforce Owner's rights. This provision is intended to satisfy the present-tense-assignment requirement of *FilmTec Corp. v. Allied Signal Inc.*, 939 F.2d 1568 (Fed. Cir. 1991), and 35 U.S.C. §261.

7.3 **Copyright — belt and suspenders.** To the extent any deliverable, drawing, software, documentation, or other copyrightable work is created by Manufacturer for Owner, such work is a "work made for hire" under 17 U.S.C. §101 to the maximum extent permitted. To the extent any such work does not qualify as a work made for hire (including because Manufacturer is an independent contractor whose work does not fall within one of the enumerated categories in §101), Manufacturer hereby irrevocably assigns to Owner all right, title, and interest in such work, including all copyrights. Manufacturer waives all moral rights to the extent permitted by law.

7.4 **Limited license to Manufacturer.** Owner grants Manufacturer a limited, non-exclusive, nontransferable, non-sublicensable, royalty-free license to use Owner's Confidential Information and intellectual property solely to manufacture the Product for Owner during the Term. No other rights are granted by implication, estoppel, or otherwise.

7.5 **Trademarks.** Products shall bear Owner's trademarks, trade dress, and labeling as specified.

Manufacturer has no right to use Owner's trademarks other than on Products manufactured for Owner. Manufacturer shall not sub-brand, co-brand, or alter Owner's trademarks.

7.6 **Third-party IP indemnification.** Owner represents that, to Owner's knowledge, Owner's Specifications and Materials do not infringe any third-party intellectual property right. Owner shall indemnify Manufacturer against third-party infringement claims arising solely from Manufacturer's manufacture of the Product strictly in accordance with Owner's Specifications using Owner's Materials.

8. Confidentiality; Trade Secrets; Information Security

8.1 **Obligation.** Manufacturer shall (a) hold all Confidential Information in strict confidence using at least a reasonable degree of care and no less than the degree of care Manufacturer uses for its own most confidential information; (b) use Confidential Information solely to perform this Agreement; (c) not disclose Confidential Information to any third party without Owner's prior written consent; and (d) limit internal access to personnel with a need to know who are bound by written confidentiality obligations at least as protective as this Agreement.

8.2 **Information-security measures.** Manufacturer shall implement and maintain reasonable administrative, physical, and technical safeguards protecting Confidential Information, including: (a) access controls and visitor logs at the facility; (b) encryption of Confidential Information in transit and at rest; (c) prohibition on storage of Confidential Information on personal devices or unapproved cloud services; (d) workforce training on handling of Confidential Information; and (e) incident-response procedures. Manufacturer shall notify Owner of any actual or suspected unauthorized access, disclosure, or loss of Confidential Information within seventy-two (72) hours of discovery.

8.3 **Employee and contractor obligations.** Manufacturer shall ensure that each employee, agent, and approved contractor who may access Confidential Information has signed a written confidentiality and IP assignment agreement at least as protective as this Agreement. Manufacturer remains liable for breaches by its personnel.

8.4 **Termination of personnel.** On termination of any employee with access to Confidential Information, Manufacturer shall promptly revoke physical and logical access and recover all Owner property.

Manufacturer shall not condition payment of any final wages on return-of-property, completion of a security checklist, or any other security measure. Final wages must be paid when due under applicable wage-payment law. This Section does not require, permit, or authorize any withholding of wages.

8.5 **Defend Trade Secrets Act — Immunity Notice (18 U.S.C. §1833(b)).** Notwithstanding any other provision of this Agreement, an individual shall not be held criminally or civilly liable under any federal or state trade-secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.6 **Perpetual trade-secret protection.** Notwithstanding the confidentiality period in Section 8.7, with respect to any Confidential Information that constitutes a trade secret under applicable law (including 18 U.S.C. §1839(3) and applicable state law), Manufacturer's obligations of confidentiality and non-use shall continue for as long as such information retains trade-secret status, which may be indefinitely.

8.7 **Survival period.** Except as provided in Section 8.6, Manufacturer's obligations under this Section 8 survive termination of this Agreement for a period of **7 year(s)**.

8.8 **Return or destruction.** Upon termination or Owner's written request, Manufacturer shall promptly return or destroy all Confidential Information in all forms and media (physical, electronic, cloud, email, and backup), retain no copies (except one archival copy as required by law), and certify compliance in writing.

9. Restrictive Covenants

9.1 **No subcontracting.** Manufacturer shall not subcontract, assign, or delegate any portion of its manufacturing obligations under this Agreement to any third party without Owner's prior written consent. Any Owner-approved subcontractor must execute a written agreement with Owner (or with Manufacturer on terms approved by Owner) containing confidentiality, IP-assignment, and compliance obligations at least as protective as this Agreement. Manufacturer remains fully responsible for its subcontractors.

9.2 **B2B non-compete.** During the Term and for **2 year(s)** thereafter, Manufacturer shall not, directly or indirectly, manufacture, produce, supply, or assist any third party to manufacture, produce, or supply any product that is the same as or substantially similar to the Product for any person other than Owner, in any geographic market in which Owner sells the Product. This covenant is a B2B covenant between independent

businesses, is narrowly tailored to protect Owner's legitimate interests in its Confidential Information and Improvements and shall be construed (and if necessary reformed) to the minimum extent necessary to be enforceable under applicable law.

10. Representations, Warranties, and Compliance With Laws

10.1 **Mutual.** Each Party represents that it is duly organized, has full authority to enter into this Agreement, and that its performance does not breach any other agreement.

10.2 **Manufacturer warranties.** Manufacturer represents and warrants that (a) it holds all licenses, permits, and certifications required to operate its facility and manufacture the Product; (b) it will comply with all applicable federal, state, and local laws and regulations, including environmental (EPA/RCRA/CERCLA/CAA/CWA), occupational safety (OSHA), labor and employment, and anticorruption laws; (c) the Product will conform to the Specifications; and (d) Products will not be adulterated, misbranded, or otherwise in violation of applicable law when delivered.

10.3 **Owner warranties.** Owner represents and warrants that (a) it has the right to provide the Specifications and Materials; (b) the Materials and Specifications, when used by Manufacturer as directed, do not to Owner's knowledge infringe any third-party intellectual property right; and (c) Owner has obtained all consents and regulatory approvals necessary for Manufacturer to manufacture the Product on Owner's behalf.

11. Indemnification; Limitation of Liability; Insurance

11.1 **Manufacturer indemnity.** Manufacturer shall indemnify, defend, and hold harmless Owner from and against all third-party claims, damages, fines, and expenses (including reasonable attorneys' fees) arising out of (a) Manufacturer's negligence, willful misconduct, or breach of this Agreement; (b) product liability claims to the extent caused by Manufacturer's manufacturing defect (as distinguished from Owner's design); (c) breach of Sections 7 (IP) or 8 (Confidentiality); or (d) violation of applicable law by Manufacturer.

11.2 **Owner indemnity.** Owner shall indemnify, defend, and hold harmless Manufacturer from and against all third-party claims to the extent arising out of (a) defects in Owner's Specifications or Materials; (b) infringement of third-party IP by the Specifications or Materials; or (c) Owner's negligence, willful misconduct, or breach of this Agreement.

11.3 **Limitation of liability.** Except for (a) breaches of sections 7 (IP), 8 (CONFIDENTIALITY), 9 (RESTRICTIVE COVENANTS), 10.4 (EXPORT), and 10.5 (ANTIBRIBERY); (b) indemnification obligations; (c) gross negligence or willful

misconduct; and (d) amounts owed under section 5 — each party's aggregate liability for direct damages is capped at the total toll fees paid or payable by owner in the **12 months** preceding the claim, and neither party shall be liable for consequential, indirect, special, incidental, or punitive damages.

11.4 **Insurance.** Manufacturer shall maintain, throughout the Term and for two (2) years thereafter, (a) Commercial General Liability of not less than $2,000,000 per occurrence / $5,000,000 aggregate; (b) Products Liability of not less than $5,000,000; (c) Workers' Compensation at statutory limits; (d) Property insurance covering Owner's Materials and Products in Manufacturer's custody at full replacement cost; and (e) Umbrella coverage of not less than $5,000,000. Owner shall be named as additional insured on the CGL and Products Liability policies, and Manufacturer shall provide certificates of insurance upon request.

12. Term and Termination

12.1 **Term.** This Agreement commences on the Effective Date and continues for an initial term of **3rd (3) year(s)** and shall renew automatically for successive one-year terms unless either Party gives written notice of non-renewal not less than ninety (90) days prior to the end of the then-current term.

12.2 **Termination for cause.** Either Party may terminate this Agreement for material breach upon **30 days'** written notice specifying the breach, if the breach is not cured within such period. Immediate termination is permitted, without cure period, for (a) breach of Sections 7, 8, 10.4, or 10.5; (b) insolvency, bankruptcy, assignment for the benefit of creditors, or appointment of a receiver; or (c) loss of a license or permit required for performance.

12.3 **Termination for convenience — Owner.** Owner may terminate for convenience on **60 days'** prior written notice.

12.4 **Termination for convenience — Manufacturer.** Manufacturer may terminate for convenience on **180 days'** prior written notice (the longer period reflects the time needed for Owner to qualify an alternative manufacturer).

12.5 **Effect of termination.** Upon termination: (a) Manufacturer shall immediately cease use of Owner's Confidential Information and intellectual property; (b) Manufacturer shall return all Materials, work-in process, Finished Goods, and Confidential Information to Owner at Owner's cost; (c) Owner shall pay Manufacturer for conforming Products delivered and for work-in-process to the extent permitted by Owner's outstanding purchase orders; and (d) Sections 3.2 (title), 7 (IP), 8 (confidentiality), 9

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(restrictive covenants), 10.4–10.5 (export/FCPA), 11 (indemnification / limitation of liability), 13 (dispute), and 14 (general) survive.

13. Dispute Resolution

13.1 **Good-faith negotiation.** Before commencing formal proceedings, the Parties shall attempt in good faith to resolve any dispute by executive-level negotiation for ten (10) business days.

13.2 **Mediation, then Arbitration.** If unresolved, the Parties shall attempt non-binding mediation in **[VENUE CITY SEAT OF ARBITRATION OR], [STATE]** administered by the American Arbitration Association (or JAMS) for thirty (30) days. If still unresolved, the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in [VENUE CITY SEAT OF ARBITRATION OR], [STATE], before a single arbitrator (or three arbitrators if the amount in controversy exceeds $1,000,000). Judgment on the award may be entered in any court of competent jurisdiction.

13.3 **Injunctive relief carve-out.** Notwithstanding the foregoing, each Party acknowledges that a breach of Section 7 (IP), Section 8 (Confidentiality), or Section 9 (Restrictive Covenants) would cause irreparable harm for which monetary damages would be inadequate, and either Party may seek emergency injunctive, provisional, or equitable relief in any court of competent jurisdiction without the necessity of posting bond or exhausting the mediation or arbitration procedures above.

13.4 **Governing law.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

14. General Provisions

14.1 **Force majeure.** Neither Party is liable for failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic or epidemic, government-mandated shutdown, supply-chain disruption, utility failure, labor dispute, or natural disaster. The affected Party shall give prompt notice and use reasonable efforts to resume performance. If force majeure continues for more than one hundred twenty (120) days, either Party may terminate by written notice without liability (other than accrued obligations).

14.2 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except that Owner may assign to an affiliate or in connection with

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a merger, reorganization, or sale of all or substantially all of its equity or assets, provided the assignee agrees in writing to be bound.

14.3 **Relationship.** The Parties are independent contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship.

14.4 **Notices.** Notices shall be in writing and delivered by hand, overnight courier, certified mail, or email with confirmation of receipt, to the addresses in the preamble (or as updated in writing). Notices are effective upon receipt.

14.5 **Severability.** If any provision is held invalid or unenforceable, the remainder shall continue in full force, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' intent.

14.6 **Waiver.** No waiver is effective unless in a writing signed by the waiving Party. No failure or delay in exercising a right is a waiver.

14.7 **Entire agreement.** This Agreement, together with Exhibit A (Specifications) and any other exhibits referenced herein, constitutes the entire agreement between the Parties on its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications. Amendments must be in writing and signed by both Parties.

14.8 **Counterparts; electronic signatures.** This Agreement may be executed in counterparts, each of which is an original. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C.

§§7001–7006) and applicable state law.

Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OWNER — [OWNER PRINCIPAL LEGAL NAME]

Owner

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Name: [OWNER AUTHORIZED SIGNATORY NAME] Title: [OWNER SIGNATORY TITLE]

MANUFACTURER — [MANUFACTURER LEGAL NAME]

Manufacturer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Name: [OWNER AUTHORIZED SIGNATORY NAME] Title: [OWNER SIGNATORY TITLE]

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Exhibit A — Product Specifications

[To be attached. Reference: Exhibit A — Product Specifications.]

Specifications shall include, at minimum: (a) detailed technical description (dimensions, tolerances, composition, performance criteria); (b) acceptance criteria; (c) sampling and testing protocols; (d) batch record requirements; (e) packaging and labeling; (f) delivery schedule; and (g) change-control (Engineering Change Order) procedure.

Link download: https://www.document.com/documents/toll-manufacturing-agreement

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FIXED TERM MANUFACTURING AND SUPPLY AGREEMENT

This Manufacturing and Supply Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[BUYER FULL LEGAL NAME]**, a Corporation organized under the laws of the State of [STATE], with an address of [BUYER ADDRESS] ("Buyer"), and **[SUPPLIER FULL LEGAL NAME]**, a Corporation organized under the laws of the State of [STATE], with an address of [SUPPLIER ADDRESS] ("Supplier"). Buyer and Supplier are each a "Party" and together the "Parties."

Recitals

WHEREAS Supplier is engaged in the supply of the products described herein;

WHEREAS Buyer desires to purchase from Supplier the Products on the terms set forth in this Agreement; and

WHEREAS, the Parties intend this Agreement to be governed by Article 2 of the Uniform Commercial Code as adopted in the State of [STATE], except as expressly modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Products and Specifications

Products. Supplier shall supply to Buyer the following product (the "Product"):

Name / Unit of Measure: each

- **Description:** [PRODUCT NAME DESCRIPTION]
- **Specifications (summary):** [PRODUCT SPECIFICATIONS SUMMARY]

Exhibit A — Specifications. Detailed technical specifications, drawings, bills of materials, tolerances, and applicable industry standards (including ISO, ASTM, USP, or equivalent) are set forth in Exhibit A attached hereto and incorporated by reference. Specifications shall be versioned and dated. Any change to Specifications shall be implemented only through a written Engineering Change Order mutually signed by the Parties, which shall include any resulting price or lead-time adjustment.

2. Orders, Volumes, and Delivery

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Purchase orders. Buyer shall place purchase orders (each a "PO") referencing this Agreement. Supplier shall acknowledge each PO within five (5) business days; silence beyond that period constitutes Fixed Term Manufacturing acceptance. Buyer's estimated annual volume is **10000 each**, which is a good-faith forecast and not a binding minimum except as expressly stated in a PO.

Lead time. Supplier shall fulfill each accepted PO within the lead time stated in the PO, or, if none is stated, within thirty (30) days after acceptance.

Partial shipments. Partial shipments are permitted unless a PO expressly prohibits them. Each shipment shall be treated as a separate contract for breach purposes, consistent with UCC §2-612.

3. Shipping, Title, and Risk of Loss (Incoterms 2020)

FOB Origin (Incoterms 2020). Title to and risk of loss of the Product pass to Buyer at Supplier's loading dock upon tender to the carrier. Buyer shall select the carrier and pay all freight, insurance, and transit related charges. Supplier shall load the Product on Buyer's carrier at Supplier's expense.

References to "Incoterms" mean Incoterms 2020 as published by the International Chamber of Commerce.

4. Price and Payment

Unit price. The unit price of the Product is **** per each, exclusive of applicable sales, use, VAT, or similar taxes (which shall be borne by Buyer) but inclusive of all other costs of manufacture and, to the extent specified by the applicable Incoterm, delivery.

Payment terms. Net 30 days from the date of a correct invoice. Payment shall be made by wire transfer or ACH in U.S. dollars to the account Supplier designates in writing.

Late payment. Amounts not paid when due accrue interest at the rate of **1.5% per month**, or the maximum rate permitted by applicable law, whichever is lower. Buyer shall reimburse Supplier for reasonable costs of collection, including attorneys' fees, to the extent permitted by applicable law.

Price escalation (CPI). The unit price shall be adjusted once annually, on each anniversary of the Effective Date, by a percentage equal to the year-over-year change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U, All Items, U.S. City Average, not seasonally adjusted) for the most recent available twelve-month period.

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5. Inspection, Acceptance, and Rejection

Inspection window. Buyer shall have **30 days** after delivery of each shipment to inspect the Product and to notify Supplier in writing of any non-conformity (the "Inspection Period"). Failure to give such notice within the Inspection Period constitutes acceptance of the shipment, notwithstanding any contrary default under UCC §§2-606 or 2-607.

Rejection. If Buyer rejects a shipment in whole or in part, Buyer shall hold the rejected Product in a reasonable manner pending Supplier's instructions. Supplier shall, at its election and expense, (a) replace the non-conforming Product, (b) repair the non-conforming Product, or (c) issue a refund or credit. Shipping costs for rejected Product shall be borne by Supplier.

Cure. Consistent with UCC §2-508, Supplier may seasonably notify Buyer of an intention to cure a nonconforming tender and, within the time originally provided for performance, make a conforming delivery.

Perfect tender. The Parties acknowledge the perfect tender rule of UCC §2-601 applies to single-lot contracts; UCC §2-612 governs installment contracts.

6. Warranties

Express warranty. Supplier warrants to Buyer that, for a period of **12 months** from the date of delivery, the Product shall: (a) conform to the Specifications; (b) be free from defects in materials and workmanship; (c) be merchantable and fit for the ordinary purposes for which such goods are used; and (d) be manufactured and delivered in compliance with all applicable federal, state, and local laws and regulations.

Compliance warranty. Supplier further warrants that the Product complies with applicable laws including, as relevant, OSHA, EPA, FDA, CPSC, and customs regulations, and that Supplier has all licenses and permits required to manufacture and supply the Product.

Warranty exclusions. The foregoing warranties do not apply to defects or damage caused by (i) misuse, abuse, or negligence by Buyer or any third party; (ii) modification or repair by any person other than Supplier or its authorized representative; or (iii) normal wear and tear.

7. Indemnification

Supplier indemnity. Supplier shall defend, indemnify, and hold harmless Buyer and its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees)

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arising out of or relating to: (a) Supplier's breach of any representation, warranty, or covenant in this Agreement; (b) any defect in the Product (including manufacturing defects); (c) infringement or misappropriation of any third-party intellectual-property right by Supplier's manufacturing processes or, except to the extent caused by Buyer's specifications, by the Product; or (d) Supplier's negligence or willful misconduct.

Buyer indemnity. Buyer shall defend, indemnify, and hold harmless Supplier and its officers, directors, employees, and agents from and against any and all third-party claims arising out of or relating to: (a) Buyer's breach of this Agreement; (b) defects in the Product arising solely from Buyer's written specifications (design defect, not manufacturing defect); (c) Buyer's misuse or modification of the Product after delivery; or (d) Buyer's negligence or willful misconduct.

Fixed Term Manufacturing

Procedure. The indemnified Party shall give prompt written notice of any indemnified claim, grant the indemnifying Party control of the defense and settlement (provided that no settlement imposing nonmonetary obligations on the indemnified Party may be made without the indemnified Party's prior written consent), and cooperate reasonably in the defense at the indemnifying Party's expense.

8. Limitation of Liability

Exclusion of consequential damages. EXCEPT FOR THE CARVE-OUTS BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Cap on damages. EXCEPT FOR THE CARVE-OUTS BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY BUYER TO SUPPLIER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Carve-outs. The foregoing limitations do not apply to (i) a Party's indemnification obligations for third-party IP-infringement or product-defect claims; (ii) breach of confidentiality; (iii) a Party's gross negligence or willful misconduct; (iv) fraud; (v) death or personal injury; or (vi) Buyer's obligation to pay for conforming Product delivered.

9. Insurance

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Supplier shall, at its own cost, maintain throughout the Term and for two (2) years after termination the following insurance with carriers rated A- or better by A.M. Best:

- Commercial General Liability: not less than **$1,000,000.00** per occurrence and **$2,000,000.00** aggregate;
- Product Liability: not less than **$2,000,000.00** per occurrence;
- Workers' Compensation as required by applicable state law, with employer's liability not less than $1,000,000;
- Cargo / Transit insurance where Supplier is responsible for shipment under the applicable Incoterm.

Buyer shall be named as additional insured on the CGL and Product Liability policies on a primary and non-contributory basis. Supplier shall provide certificates of insurance upon execution and annually thereafter and shall give Buyer at least thirty (30) days' prior written notice of any cancellation or material reduction.

Fixed Term Manufacturing

10. Confidentiality

Each Party (as "Receiving Party") shall hold in strict confidence all non-public information disclosed by the other Party (as "Disclosing Party") in connection with this Agreement, including specifications, pricing, customer data, trade secrets, and business plans ("Confidential Information"). Receiving Party shall use Confidential Information solely for performance of this Agreement, shall not disclose it to any third party without prior written consent, and shall protect it with at least the same care as its own confidential information (and no less than reasonable care). Confidentiality obligations survive termination for five (5) years, and indefinitely with respect to trade secrets for so long as they remain trade secrets. Upon termination, Receiving Party shall return or certify destruction of Confidential Information, subject to one archival copy as required by law. Breaches of confidentiality entitle the Disclosing Party to seek injunctive relief without bond or proof of actual damages.

11. Intellectual Property

Buyer IP. Buyer retains all right, title, and interest in and to the Specifications, designs, drawings, trademarks, trade dress, and other intellectual property provided by Buyer to Supplier ("Buyer IP"). Buyer grants Supplier a limited, non-exclusive, royalty-free, non-transferable license to use Buyer IP solely to manufacture and supply the Product to

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Buyer under this Agreement. All goodwill arising from use of Buyer's trademarks inures to Buyer.

Supplier IP. Supplier retains all right, title, and interest in and to its manufacturing processes, tooling designs (subject to Section 12), know-how, and background IP existing prior to or developed independent of this Agreement ("Supplier IP"). Nothing in this Agreement transfers Supplier IP to Buyer except to the extent, if any, necessary to exercise rights expressly granted herein.

Foreground IP. Any intellectual property conceived or reduced to practice by Supplier specifically for Buyer and based on Buyer IP ("Foreground IP") shall be owned by Buyer. To the extent such Foreground IP does not automatically vest in Buyer as a work made for hire under 17 U.S.C. §101, Supplier hereby irrevocably assigns to Buyer all right, title, and interest in Foreground IP, and shall execute all further documents reasonably necessary to perfect such assignment.

No other licenses. Except as expressly granted in this Agreement, no licenses are granted by either Party to the other, whether by implication, estoppel, or otherwise.

13. Audit Rights

Upon not less than **30 days'** prior written notice (or such shorter notice as may be required by applicable regulatory authority or in response to a confirmed quality issue), Buyer or its designated representatives shall have the right, during Supplier's normal business hours and no more than twice per calendar year (except in cases of for-cause audit), to enter Supplier's manufacturing facility and to inspect Supplier's manufacturing processes, quality records, batch records, calibration records, and compliance records relating to the Product. Audits shall be conducted in a manner that does not unreasonably interfere with Supplier's operations, and Buyer's auditors shall execute Supplier's standard visitor confidentiality obligations. Supplier shall promptly implement a written corrective action plan to address any material non-conformities identified by the audit.

14. Force Majeure

Neither Party shall be liable for any delay or failure to perform (other than obligations to make payment) caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, embargoes, labor strikes or lockouts, **pandemics, epidemics, and public health emergencies** (including governmental quarantine and shutdown orders), cyber incidents, transportation or logistics disruptions, and raw-material or utility shortages (each a "Force Majeure Event"). The affected Party shall promptly notify the other Party, shall use commercially

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reasonable efforts to mitigate and resume performance, and shall keep the other Party informed of developments. If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice without liability, except for obligations accrued prior to termination.

Payment obligations for Product already delivered are not excused by Force Majeure.

15. Term and Termination

Initial Term. This Agreement commences on the Effective Date and continues for a period of 2nd (2) years (the "Initial Term").

Autorenewal. This Agreement shall automatically renew for successive one-year periods (each a "Renewal Term," and together with the Initial Term, the "Term") unless either Party gives written notice of non-renewal at least **90 days** before the end of the then-current term.

Termination for cause. Either Party may terminate this Agreement immediately upon written notice if the other Party (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice, or (b) becomes insolvent, files or has filed against it a petition in bankruptcy not dismissed within sixty (60) days, makes an assignment for the benefit of creditors, or has a receiver or similar officer appointed.

Termination for convenience. Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice. Buyer shall pay for all Product in Supplier's work-in-process or finished inventory that was ordered in good-faith reliance on accepted POs or binding forecasts at the time of notice.

Effect of termination. Upon termination or expiration: (a) Buyer shall pay for all Product delivered and accepted prior to termination; (b) outstanding POs for Product that can reasonably be delivered within ninety (90) days shall be honored, unless terminated for Supplier's cause; (c) each Party shall return or destroy the other's Confidential Information; and (d) Sections 6 (warranties, for their stated period), 7 (indemnification), 8 (limitation of liability), 10 (confidentiality), 11 (IP), 12 (tooling, as applicable), 16 (compliance), and 18 (general provisions) survive.

16. Compliance with Laws

Each Party shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement, including export-control, anti-bribery, environmental, labor, data-privacy, and product safety laws.

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Anti-corruption (FCPA / UK Bribery Act). Each Party represents and warrants that it has not, and covenants that it will not, directly or indirectly, offer, promise, pay, or give (or authorize the offering, promise, payment, or giving of) anything of value to any government official, political party, or private individual for the purpose of obtaining or retaining business or securing an improper advantage, in violation of the U.S. Foreign Corrupt Practices Act (15 U.S.C. §78dd-1 et seq.), the UK Bribery Act 2010, or any other applicable anti-bribery law. Each Party shall maintain accurate books and records and shall cooperate with any reasonable audit or investigation by the other Party in this regard.

17. Representations and Warranties of Both Parties

Each Party represents and warrants as of the Effective Date that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full corporate power and authority to execute and perform this Agreement; (c) execution and performance do not violate its organizational documents or any agreement or law by which it is bound; and (d) no pending or threatened litigation would materially impair its performance.

18. General Provisions

Governing Law. This Agreement is governed by the laws of the State of [STATE], including Article 2 of the Uniform Commercial Code as adopted therein, without regard to conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

Dispute escalation. The Parties shall first attempt in good faith to resolve any dispute by negotiation between senior executives for thirty (30) days, then by non-binding mediation administered by the AAA in [VENUE CITY], [STATE] for an additional thirty (30) days. If unresolved, the dispute shall be resolved by binding AAA Commercial Arbitration in [VENUE CITY], [STATE] before one arbitrator (or three, if the amount in controversy exceeds $1,000,000). Either Party may seek provisional injunctive relief in court.

Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign to a successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its equity or assets to which this Agreement relates, or to an affiliate

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under common control, provided the successor assumes this Agreement in writing. Any unpermitted assignment is void.

Notices. All notices must be in writing and delivered by (a) hand, (b) overnight courier, (c) certified mail return receipt requested, or (d) email with confirmed receipt, to the addresses in the preamble. Notice is effective upon receipt.

Relationship of the Parties. The Parties are independent contractors. This Agreement creates no employment, agency, partnership, or joint venture. Neither Party has authority to bind the other.

Entire Agreement. This Agreement (together with the exhibits and any accepted purchase orders referencing this Agreement) constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior and contemporaneous oral, written, and course-of-dealing understandings. Preprinted terms on any PO, invoice, or acknowledgment that conflict with this Agreement are of no force or effect.

Amendment. No amendment is binding unless in a writing signed by authorized representatives of both Parties. No course of dealing, course of performance, or trade usage modifies the written terms without such a signed amendment.

Waiver. No failure or delay in exercising any right constitutes a waiver. Waivers must be in a signed writing.

Severability. If any provision is held invalid, the remainder continues in full force, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable while preserving the Parties' intent.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including by PDF or electronic signature). Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Buyer

PRINTED NAME

_____

SIGNATURE

_____

DATE

_____

Supplier

PRINTED NAME

_____

SIGNATURE

_____

DATE

_____

Exhibit A — Product Specifications

[Detailed specifications, drawings, bills of materials, tolerances, applicable industry standards (ISO, ASTM, USP, IATF, ISO 13485, etc.), acceptance criteria, and packaging/labeling requirements for the Product described in Section 1. Incorporated by reference into this Agreement.]

Exhibit B — Ordering and Forecasting Procedure

[Purchase-order form, rolling forecast mechanics, lead times by SKU, and any minimum order quantities.]

Link download: https://www.document.com/documents/manufacturing-and-supply-agreement

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PRIVATE LABEL MANUFACTURING AGREEMENT

Effective Date: [Date]

1. PARTIES AND RECITALS

1.1 This Private Label Manufacturing Agreement ("Agreement") is entered into as of [Effective Date] ("Effective Date") by and between:

[Party A Full Legal Name] ("Company/Client"), a [Type of Entity] organized under the laws of [State], with its principal place of business at [Address];

and

[Party B Full Legal Name] ("Contractor/Provider"), a [Type of Entity] organized under the laws of [State], with its principal place of business at [Address].

1.2 WHEREAS, Company desires to engage Provider for certain services, and Provider desires to perform such services, subject to the terms and conditions set forth herein.

1.3 NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. SCOPE OF SERVICES

2.1 Provider shall perform the following services ("Services") in a professional and workmanlike manner:

(a) [Detailed Description of Primary Service/Obligation];

(b) [Secondary Service/Obligation];

(c) [Additional Service/Obligation];

(d) [Reporting and Documentation Requirements].

2.2 Provider shall dedicate sufficient resources, personnel, and expertise to perform the Services in accordance with industry standards and applicable laws and regulations.

2.3 Any changes to the scope of Services must be agreed upon in writing by both Parties through a formal change order or amendment to this Agreement.

2.4 Provider represents and warrants that it holds all licenses, permits, and certifications required to perform the Services in the applicable jurisdiction.

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3. COMPENSATION AND PAYMENT

3.1 In consideration for the Services, Company shall pay Provider according to the following fee structure:

(a) Base Fee: $[Amount] [per hour/per project/per month];

(b) Additional Fees: [Description of any variable or milestone-based fees];

(c) Reimbursable Expenses: [Pre-approved expenses subject to documentation].

3.2 Provider shall submit invoices [monthly/upon milestone completion] with detailed descriptions of Services performed and expenses incurred.

3.3 Payment shall be due within [30] days of receipt of a proper invoice. Late payments shall accrue interest at a rate of [1.5]% per month or the maximum rate permitted by law, whichever is less.

3.4 Company may withhold payment for any disputed amounts, provided it notifies Provider in writing within [10] business days of invoice receipt with specific reasons for the dispute.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and continue for a period of [Duration] ("Initial Term"), unless earlier terminated as provided herein.

4.2 Either Party may terminate this Agreement:

(a) For convenience, upon [30] days' prior written notice;

(b) For cause, if the other Party materially breaches this Agreement and fails to cure such breach within [15] days after written notice;

(c) Immediately, if the other Party becomes insolvent, files for bankruptcy, or ceases operations.

4.3 Upon termination, Provider shall deliver all work product, materials, and documentation to Company, and Company shall pay Provider for all Services satisfactorily performed through the termination date.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 Each Party agrees to hold in strict confidence all Confidential Information received from the other Party. "Confidential Information" includes all non-public business,

technical, financial, and operational information disclosed in connection with this Agreement.

5.2 Confidential Information shall not include information that: (a) is publicly available; (b) was known to the receiving Party prior to disclosure; (c) is independently developed; or (d) is disclosed pursuant to legal requirement.

5.3 All work product, deliverables, inventions, and intellectual property created by Provider in the performance of Services shall be the exclusive property of Company as works made for hire.

5.4 The confidentiality obligations shall survive termination of this Agreement for a period of [3] years.

6. INDEMNIFICATION AND LIABILITY

6.1 Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

(a) The Indemnifying Party's breach of this Agreement;

(b) The Indemnifying Party's negligence or willful misconduct;

(c) Any violation of applicable laws or regulations by the Indemnifying Party.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY.

6.3 The total aggregate liability of either Party under this Agreement shall not exceed the total fees paid or payable under this Agreement during the [12]-month period preceding the claim.

7. INSURANCE AND COMPLIANCE

7.1 Provider shall maintain the following insurance coverage throughout the term of this Agreement:

(a) Commercial General Liability: $[1,000,000] per occurrence;

(b) Professional Liability/E&O: $[1,000,000] per claim;

(c) Workers' Compensation: As required by applicable law.

7.2 Provider shall furnish certificates of insurance upon request and shall name Company as an additional insured where applicable.

7.3 Both Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

8. GOVERNING LAW

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of [State/Jurisdiction], without regard to its conflict of law provisions.

8.2 Any disputes arising under or in connection with this Agreement shall be resolved in the state or federal courts located in [County], [State], and each Party hereby consents to the jurisdiction of such courts.

9. SEVERABILITY

9.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

9.2 The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral.

10.2 No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Party A Name] Signature: _____

Name: [Full Legal Name]

Title: [Title/Position]

Date: [Date]

[Party B Name] Signature: _____

Name: [Full Legal Name]

Title: [Title/Position]

Date: [Date]

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OUTSOURCING SERVICES AGREEMENT

by and between

BOISE CASCADE, L.L.C.,

and

BOISE PAPER HOLDINGS, L.L.C.

February 22, 2008

Outsourcing Services Agreement

This **Outsourcing Services Agreement** is made and entered into, as of February 22, 2008 (the "**Execution Date**"), by and between Boise Cascade, LLC, a Delaware limited liability company ("**Boise Cascade**"), and Boise Paper Holdings, L.L.C., a Delaware limited liability company ("**Boise Paper**"), (each, a "**Party**," and collectively, the "**Parties**").

WHEREAS, pursuant to that certain Purchase and Sale Agreement, by and among Boise Cascade and certain of its Affiliates and Aldabra 2 Acquisition Corp. ("**Aldabra**") and certain of its Affiliates, dated September 7, 2007 (as the same has been and may be amended, modified, supplemented or waived from time to time, the "**Purchase Agreement**"), Boise Cascade is selling its paper, packaging and newsprint and transportation businesses and most of its corporate staff operations to Boise Paper by means of (i) a contribution and transfer of (x) the stock of its paper, newsprint and packaging and transportation subsidiaries and (y) certain additional assets and personnel involved in its paper, newsprint and packaging, and transportation businesses and its staff operations to Boise Paper and (ii) a sale of the entire equity interest in Boise Paper to a wholly owned subsidiary of Aldabra; and

WHEREAS, Boise Cascade and Boise Paper have agreed in the Purchase Agreement to cause the parties and their Affiliates to provide corporate staff services to each other on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows.

1. Defined Terms.

All definitions contained in Appendix 1 shall apply throughout this Agreement and each appendix, schedule, exhibit, and other attachment made a part hereof and any Statement of Work entered into pursuant hereto unless, in respect of a Statement of Work, its terms

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provide a different definition of a term to be used solely in respect of that Statement of Work.

2. Services; Statements of Work.

The Services to be provided by the parties to each other shall be as set forth in the Statements of Work provided for below

2.1. Statements of Work.

2.1.1. Initial Statements of Work. Concurrently with the execution of this Agreement, the Parties are entering into Statements of Work which describe certain corporate staff Services to be provided during the term of this Agreement, copies of which are attached as Appendix 2. Each Statement of Work identifies one Party as a Service Provider and the other Party as a Services Recipient in respect of the Services to be provided pursuant to such Statement of Work, describes the Services to be provided thereunder, and the compensation to be paid therefor, and certain additional information called for in this Agreement.

2.1.2. Subsequent Statements of Work. The Parties may, but shall not be required to, from time to time during the term hereof, enter into one or more additional Statements of Work that provide for the provision by one Party to the other of additional Services not provided for in any other Statement of Work then in effect. Any subsequent Statement of Work shall be substantially in the form of the Statements of Work attached as Appendix 2 and shall be signed by an authorized representative of each Party. Each Statement of Work shall become effective on the date specified in the Statement of Work and continue in effect until the expiration date specified in the Statement of Work, but not longer than the then remaining term of this Agreement.

2.2. Services to and by Affiliates. Services to be provided hereunder shall be provided to the Party designated in the Statement of Work as the Services Recipient and to all of its Affiliates unless the Statement of Work provides a narrower definition of Services Recipient. A Service Provider may provide Services hereunder directly or through one or more of its Affiliates and provision of Services by an Affiliate of a Service Provider shall satisfy the obligations of the Service Provider hereunder; provided that, if a Service Provider elects to have Services provided hereunder through one or more of its Affiliates, the Service Provider shall remain as fully liable for the provision of such Services as though it had provided them directly.

2.3. Order of Precedence. In the event of any conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall control unless the Statement of Work contains a provision expressly identifying any provision of this

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Agreement which the parties intend to be superseded by the terms of such Statement of Work, expressing their intent to so modify such provision for purposes of such Statement of Work, setting out the scope of the modification, and acknowledging that such modification is limited in its effect solely to the Statement of Work in which it is contained. In such event the Statement of Work shall be signed by the Relationship Manager of each Party.

2.4. Services Inclusive. The descriptions of Services contained in the Statements of Work are intended by the parties to be descriptive and not exhaustive. To this end, the Services provided pursuant to this Agreement shall include performance of: (i) the functions and activities specifically described in the relevant Statement of Work; (ii) all ancillary functions and activities related thereto that, even though not specifically identified in the relevant statement of Work, were being performed by Boise Cascade's relevant staff function in connection with the Services more particularly described in the Statement of Work prior to the Execution Date; and (iii) additional Services relating to the Services described in such Statement of Work that become necessary for the Service Provider to ensure that it delivers the relevant service in compliance with Law or that become necessary to the Services Recipient to ensure that it carries out the business functions affected by such Service in compliance with Law, including in each case any new or changed Laws applicable to the activities involved.

2.5. Absolute Obligation. Subject to Sections 22.5, and 25.2 hereof, a Service Provider's obligation to provide the Services required by this Agreement shall be absolute and unconditional and Service Provider may not suspend provision of the Services in the event of a Dispute (including a dispute over payment).

3. Term of the Agreement. Subject to the provisions of any Section hereof permitting early termination of this Agreement, the "**Initial Term**" of this Agreement shall commence as of the Execution Date and end on the third anniversary of the Execution Date. Thereafter, this Agreement shall continue for successive renewal terms of one year each (each such one-year term, a "**Renewal Term**") beginning on the date of the expiration of the Initial Term or the immediately preceding Renewal Term and concluding on the first anniversary of the expiration of such Initial Term or Renewal Term, unless either party shall have given written notice of non-renewal to the other Party not less than 364 days prior to the end of the Initial Term or the Renewal Term then in effect. When used herein, the "**Term**" of this Agreement shall be the Initial Term and each Renewal Term; provided that the "**Term**" of this Agreement shall terminate on any earlier termination of this Agreement in accordance with its terms. No expiration or termination of the Term shall release any party from liability for breach of this Agreement arising prior to such expiration or termination. Absent a provision to the

contrary in any Statement of Work, and subject to the provisions of any Section hereof permitting early termination of this Agreement or any Statement of Work, the term of each Statement of Work shall commence on the date of its execution by the parties and end on the termination of this Agreement.

4. Service Provider's Commitments

4.1. Personnel and Facilities. Except as otherwise expressly provided in this Agreement or a Statement of Work, Service Provider shall be responsible during the Term for providing all facilities, personnel, and other resources necessary for Service Provider's provision of the Services, and all costs and expenses associated therewith. If provision of any Services to Services Recipient at the level and quality required hereby while simultaneously providing the same or similar Services to the Service Provider's own operations requires an expansion of Service Provider's staff providing such Service, Service Provider shall promptly engage such additional Personnel as may be necessary to satisfy its and Services Recipient's combined requirements. Each Party shall make all capital investments in equipment or other assets necessary to deliver or utilize Services provided for hereby or as may be necessary to maintain the quality of the Services in accordance with the Performance Requirements. All such capital expenditures shall be made at Service Provider's sole expense and all equipment and other assets with respect to which such capital expenditures are made shall be owned exclusively by the Service Provider notwithstanding any provision herein for recovery of all or any portion of the Service Provider's depreciation expense in respect of such equipment from Services Recipient; provided that if a capital expenditure is required solely to respond to a request for specific incremental services by a Services Recipient, such expenditure shall be made by the Services Recipient and the equipment or other asset with respect to which such capital expenditures are made shall be exclusively owned by Services Recipient, but Service Provider shall operate such capital item as necessary to provide services hereunder.

4.2. Improvements and New Technology. If requested by Services Recipient, or where it is essential to continuation of provision of a Service on a cost effective and efficient basis, Service Provider shall make available to Services Recipient all of the updates, modifications and improvements to the Services that Service Provider provides to its own business units and operations for Services that are the same as or substantially similar to the Services. Where necessary for continued use and enjoyment of a service by the Services Recipient, Service Provider shall also provide and deliver to Services Recipient all updates, modifications and improvements to Documentation, Software, processes, materials, and technology on a basis that is no less favorable than the updates,

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modifications and improvements to the foregoing that Service Provider provides to its own business units and operations.

5. Volume of Services and Changes

5.1 Volume of Services. Unless any Statement of Work provides otherwise, the volume of Service to be provided for any particular Service, shall be Services Recipient's full requirements for such Service and the Service Provider shall make, on a timely basis, such additions to its staff and equipment necessary to meet such requirements, in combination with its own requirements for Services provided by the same staff and equipment. In the event that a Services Recipient foresees a need for a material increase or decrease in any Service provided hereunder, it shall give the Service Provider reasonable notice of the scope and timing of such prospective change in Service level, and the Service Provider shall take reasonable steps to appropriately adjust its capacity to deliver such Service, including addition or reduction of staff, addition of equipment, etc. Additional costs incurred for any expansion of Service shall be allocated between the parties pursuant to Section 10 hereof and any relevant provision of the specific Statement of Work covering such Service.

5.2 Changes in Scope. Changes in scope of any particular Service to be provided hereunder (other than changes in the volume of any particular service) shall be effected as follows:

5.2.1 Changes in Legal Requirements. Where a change in the scope of any Service is necessitated by a change in any statute, regulation, or other legally enforceable requirement or any change in accounting rules applicable to the Services Recipient, the Service Provider shall provide the additional Services necessitated by such change on the same basis as a change in volume pursuant to Section 5.1 hereof.

5.2.2 Changes in Business Requirements. Where a change in the scope of any Service is necessitated by a change in the business requirements of the Services Recipient, including a decision to enter a new line of business, or to change its administrative procedures, and the additional Services required thereby are ones that can be accommodated by the Service Provider's existing staff function (with or without the addition of personnel thereto) without addition of a wholly new staff function, such additional Service requirement shall be treated the same as a change in Service level under Section 5.1. However, where the required additional Services cannot be so accommodated, they may be added to this Agreement only by execution of a new Statement of Work on terms and conditions reasonably satisfactory to each Party; provided that neither Party shall be obligated to enter into any such new Statement

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of Work. By way of example and without limiting the foregoing, an expansion of scope which would be governed by the same rules as Section 5.1 would be a change in a Services Recipient's financial reporting requirements necessitated by a new credit agreement and an example of a change in scope of Services which would not be governed by the same rules as Section 5.1 would be the acquisition by the Services Recipient of a foreign subsidiary that requires preparation of financial reports in accordance with generally accepted accounting principles of a jurisdiction other than the United States.

6. Record Keeping

6.1 General. Service Provider shall maintain records which shall include complete and accurate records of any invoices and supporting documentation for all amounts billable to, and payments made by, Services Recipient under this Agreement. Service Provider shall provide to Services Recipient or its designee documentation and other information relating to each invoice as may be reasonably requested by Services Recipient to verify that the Charges on such invoice are accurate, complete, and valid in accordance with this Agreement.

6.2 Compliance with Purchase Agreement. Section 8S of the Purchase Agreement shall apply to all records relating to Services Recipient created after the Closing Date pursuant to the Services supplied under this Agreement. The termination or earlier expiration of this Agreement shall not affect the obligations of a Party pursuant to Section 8S of the Purchase Agreement in respect of records created before the Execution Date or records created pursuant to this Agreement after the Execution Date.

7. Information Security Requirements. Each Party shall, with respect to the other Party's Confidential Information, comply with the most stringent of the information security and privacy policies (i) in effect at Boise Cascade immediately prior to the Execution Date; (ii) required by Law; or (iii) utilized by the Party in possession of such Confidential Information from time to time. In addition, in the event of any breach of the foregoing which results in the release of material Confidential Information of a Party to third parties not controlled by the releasing Party or to the general public, the Party responsible for such breach shall promptly notify the other Party as soon as it becomes aware of any such breach, violation or incident.

8. Service Performance

8.1. Performance of Services—General Standard. Absent a provision to the contrary in any Statement of Work, Service Provider shall provide each Service (i) in a

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professional, workmanlike manner, (ii) in accordance with generally accepted industry standards and (iii) with a standard of care that is no less than the greater of a standard of care (a) that was observed prior to the Execution Date in providing such Service to Services Recipient, and (b) that Service Provider observes in providing such Service (or a substantially similar Service) to its own business units and operations, and (iv) in accordance with any specific performance requirements set forth in the applicable Statement of Work.

8.2. Reperformance. Services Recipient may require Service Provider to correct or re-perform any defective or nonconforming Services at Service Provider's sole expense when such re-performance is reasonably necessary and practical under the circumstances, as reasonably determined by Services Recipient. Services Recipient may also require Service Provider to take appropriate and reasonable steps to ensure that future performance of the Services will be in accordance with the requirements of this Agreement and the applicable Statements of Work. Service Provider shall undertake any remedial action required by this Section 8.2 at no additional charge to Services Recipient.

8.3. No Preferential Treatment. Service Provider shall not favor its own business units and operations over those of Services Recipient (including in the level of service, staffing priorities, allocation of Personnel, training and expertise of Personnel, capital expenditures, allocation of work between internal staff and third party service providers and allocation of available resources upon the occurrence of a Force Majeure Event) when providing to its own business units and operations Services that are the same as, or substantially similar to, any Services provided hereunder or which are provided to both Parties by the same Personnel.

9. Business Continuity and Disaster Recovery Plan. Any Service Provider providing data processing Services shall maintain a disaster and business continuity plan in respect of its data processing operations that provides a level of protection and service restoration capability in respect of Services provided to Services Recipient that is not less than that provided by Boise Cascade's similar plans in effect as of immediately prior to the Effective Date.

10. Charges.

10.1. Direct Fully Allocated Costs. Unless provided to the contrary in a Statement of Work, the Services Recipient shall pay the Service Provider for the Services provided it under each Statement of Work an amount equal to the Service Provider's Direct Fully Allocated Cost of providing such Services. When used herein, "**Direct Fully Allocated**

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Cost" shall mean an allocable share of all direct costs incurred by Service Provider in the delivery of such Services including (i) fully loaded wage costs of personnel providing the Services including salary, payroll taxes, benefit costs, incentive compensation costs and other like costs customarily included in fully loaded employment costs; (ii) depreciation expense on equipment or other assets used in the provision of such Services; (iii) building rent for portions of the building in use for the delivery of such Services; (iv) out-of-pocket expenses reimbursed to or incurred on account of staff employees providing such Services including travel and entertainment and professional training; (v) payments to third parties for Services utilized in the operation of any staff function providing Services hereunder, excluding third party expense covered by Section 10.5 or for the provision by Service Provider of Services solely to itself; and (vi) portions of the cost of other staff functions of Service Provider customarily allocated to the staff function providing a Service, but without duplication of costs already allocated to Services Recipient by such other staff functions.

Notwithstanding the foregoing, the "**Direct Fully Allocated Cost**" of any Service shall not include any of Service Provider's general overhead not specifically attributable to a staff function providing Services hereunder, including (a) wage and salary costs for senior executives not providing direct and immediate management of a Service providing staff function; (b) any portion of Service Provider's cost of debt or equity financing; (c) any amount accrued, paid, or received as state federal or local income tax or franchise tax expense or benefit; and (d) indirect costs of any staff function not customarily allocated by Service Provider to its other staff functions.

Direct Fully Allocated Costs of each staff function providing Services shall be estimated during the first six months and the last six months of each calendar year on the basis of such staff function's annual budgeted costs of operations for the first six months and its budget update for the last six months, in each case, as prepared in connection with such staff functions normal business operations. At the end of each six month period, amounts billed and paid on the basis of such budgeted costs shall be trued up to actual costs incurred during such period.

10.2 Allocations. Allocations of the costs to be included in Direct Fully Allocated Costs shall, be made (i) on the basis of the percentage of staff time allocated to the provision of Services to a Services Recipient in each staff function providing Services, with such percentage to be reasonably determined and reported monthly by the Service Provider; (ii) on the basis of units of performance specified in the Statement of Work measured and reported monthly by the Service Provider; or (iii) on such other basis as may be specified in the relevant Statement of Work. For the avoidance of doubt, unless the options referred to in clause (ii) or (iii) of this Section 10.2 are specifically selected for

particular Service in a Statement of Work, costs shall be allocated as provided in clause (i) of this Section 10.2.

10.3 Third Party Expenses. To the extent that a Service Provider retains third parties to assist it in the provision of Services to a Services Recipient and such Services are retained to augment the level of Services which can be provided by its own staff, such third party costs shall be included in its allocation of its direct costs of providing such Services and allocated between the parties in accordance with clause (v) of Section 10.1 and included in charges in accordance with Section 10.2. Where such third party Services are specifically requested by the Services Recipient or obtained by the Service Provider because it lacks the relevant expertise on its own staff to provide such Service and does not have a need for such Services itself, such Services shall not be included in the costs and cost allocation provided for above and Services Recipient shall be required to reimburse expenses incurred by Service Provider for such third party Services. The cost of any such Services shall be billed and paid along with each monthly billing for estimated Direct Fully Allocated Cost of other Services.

10.4 Tax Obligations. Service Provider shall bill to Services Recipient and Services Recipient shall pay to Service Provider all sales and use taxes applicable to Services provided hereunder. Service Provider shall remit such sales and use taxes to applicable taxing authorities and make all tax filings required thereby. All other Taxes shall be borne by the Party incurring same and not included in any allocation of costs hereunder.

11. Invoicing and Payment

11.1. Invoicing and Payment

11.1.1. Payment Period. Service Provider shall invoice Services Recipient in arrears on or before the 15th day of each month for the Estimated Fully Allocated Direct Costs and any third party services incurred and paid by Service Provider which are required by Section 10.3 to be reimbursed separately from the cost allocation for such month. Payment of each such invoice shall be due by the 25th of such month.

11.1.2. Late Payment. If Services Recipient does not pay undisputed amounts due to Service Provider within ten (10) days after such payment became due and payable, Service Provider may give Services Recipient notice in writing of late payment. In the event that such notice is given, Services Recipient shall pay Service Provider a late fee calculated at a rate per annum that is three percentage points above the Prime Rate from date the relevant payment was due to the date of payment.

11.2. Record Keeping; Invoice Audits. Each Service Provider shall maintain accurate records of the amounts billed to Services Recipient and the basis for such billings,

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including records of the costs incurred and included in such bills and the allocation of such costs in accordance with this Agreement. At any time during the Term hereof (but not more frequently than once every six months) and for a period of one year after the termination hereof, Services Recipient or its designee may review and audit such records in respect of any Statement of Work. Service Provider shall cooperate in any audit of such records that Services Recipient may undertake. In the event any such audit uncovers an overcharge of Services Recipient, then Service Provider shall reimburse Services Recipient for the amount of the overcharge and, if the overcharge is more than 10% of the aggregate Charges for the period audited, interest on the amount of the overcharge calculated at a rate per annum that is three percentage points above the Prime Rate from the date paid until the date repaid. If such audit reveals an undercharge, Services Recipient shall pay the amount of such undercharge at the time of payment of the next monthly payment of charges. The cost of any such audit shall be borne by the Services Recipient unless such audit reveals an overcharge of more than 15% of the aggregate Charges for the period audited, in which case such audit costs shall be reimbursed by the Service Provider.

11.3. Disputed Charges. Services Recipient shall pay all undisputed Charges when they become due in accordance with this Agreement. If Services Recipient, in good faith, disputes any Charges regarding the Services, it shall promptly notify Service Provider and the Parties shall address such Dispute through the Dispute Resolution Process. With respect to those portions not in Dispute, Services Recipient shall pay such invoice in accordance with the time period associated with the invoice.

11.4. Invoice and Remittance Addresses. Service Provider shall send a unified invoice covering all Statements of Work to the attention of the Controller of the Services Recipient at the principal offices of the Services Recipient together with such supporting information as may be reasonably requested by the Services Recipient. Services Recipient shall remit all payments due Service Provider under this Agreement in United States Dollars by wire transfer or other electronic method of immediately available funds to a domestic bank account designated by Service Provider by the 25th of each month, or if such day is a day on which banks are not regularly scheduled to be open for business in the united States, the last working day prior to such date. Service Provider may change such payment account from time to time by written notice to Services Recipient.

12. Service Provider's Personnel

12.1. Personnel

12.1.1. Qualified Personnel. Service Provider shall provide its Personnel with suitable training, education, skill and other qualifications to perform the Services under each

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specific Statement of Work, and Service Provider shall be responsible for any and all acts or omissions of the Personnel.

12.1.2. Termination. Except as otherwise set forth in this Agreement, neither Party shall be liable to the other Party (or to any third party, including any Personnel) for any termination of the employment or engagement of any of the other Party's Personnel, or costs arising therefrom, in connection with this Agreement or the provision of the Services.

12.1.3. Replacement at the Request of Services Recipient. Service Provider shall, in good faith, consider reasonable requests from Services Recipient with respect to the hiring, transfer, or removal for cause of any of Service Providers Personnel providing the Services, solely with respect to the provision of such Services to Services Recipient; provided that any hiring or termination decision (whether for cause or without cause) shall be at the sole discretion of the Service Provider.

12.1.4. Compliance with On-Site Policies. When the Personnel of a Party are on the other Party's premises, they shall comply with all applicable rules, regulations and policies applicable to other contractors at such premises, including such matters as on-site working hours, holidays and such Party's physical security and safety policies. If requested, each Party shall use reasonable efforts to provide the other Party with written copies of such rules, regulations and policies to the extent that such rules, regulations, and policies are provided to third party contractors on such premises. Each Party may, in its sole discretion, approve all Personnel requiring access to any of its facilities or sites.

12.1.5. Compliance with Agreement. The Parties will ensure that its Personnel providing or receiving the Services comply with the applicable terms of this Agreement and the Statements of Work (including the terms in Articles 7 and 14).

12.1.6. Background Checks. Service Provider shall conduct background checks for Personnel hired or engaged after the Execution Date that have access to or responsibility for Services Recipient's cash, money, bank accounts, investment accounts or other financial assets.

12.1.7. Statements of Work. Statements of Work may specify additional Personnel requirements, including requirements to use Personnel with specified training, skills or education for specified tasks.

12.2. Solicitation. Notwithstanding Section 8R of the Purchase Agreement, Services Recipient shall have the right to solicit or hire any Personnel of Service Provider engaged in the provision of Services who has been terminated by Service Provider, and to solicit any such personnel of Service Provider to whom Service Provider has given notice of termination, provided that any rehiring of any such Personnel by Services Recipient shall occur no earlier than the termination date specified in such notice of termination.

12.3. Non-Employment. Service Provider's Personnel are not Services Recipient's employees or agents, and Service Provider shall be fully responsible for their acts, regardless of whether such Personnel are acting within the scope of their employment or agency. Service Provider shall be solely responsible for the payment of compensation of the Personnel, and Service Provider shall inform Personnel that they are not entitled to any of Services Recipient's employee benefits or to participate in any of its compensation plans. Service Provider, and not Services Recipient, shall be solely responsible for payment of worker's compensation, disability benefits and benefits similar thereto and unemployment insurance or for withholding and paying employment taxes for the Personnel. Service Provider shall, upon request of the services Recipient cause its Personnel providing services hereunder to affirm they are not employees of Services Recipient for any purpose and that they shall not exercise any right or seek any benefit accruing to the regular employees of Services Recipient.

13. Relationship and Statement of Work Management

13.1. Relationship Managers Each Party hereby appoints the individuals designated below to act as its initial Relationship Manager:

Boise Paper Rob McNutt

Boise Cascade: Tom Carlile

Each Party represents and warrants that its Relationship Manager shall have overall control of his or her Party's performance under this Agreement and shall have approval authority for all operational matters relating to this Agreement. The Relationship Managers shall meet as requested by either Party (i) to review performance, (ii) to coordinate provision of the Services, (iii) to discuss the Party's future Service requirements and service delivery capacity, and (iv) to participate in the Dispute Resolution Process. Either Party may change its Relationship Manager at any time and from time to time upon written notice to the other.

13.2. Responsible Managers. Each Party shall designate, for each of the applicable Statements of Work, a Responsible Manager to act as its initial point of contact for each such Statement of Work. The Responsible Managers shall have responsibilities for the implementation of the applicable Statement of Work comparable to the responsibilities of the Relationship Managers for this Agreement generally. Either Party may change its Responsible Manager for an applicable Statement of Work upon written notice to the other Party's Responsible Manager for such Statement of Work and such other Party's

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Relationship Manager. In the event that a Party does not designate a Responsible Manager in any Statement of Work, then the Responsible Manager for such Party for such Statement of Work shall be such Party's Relationship Manager.

13.3. Responsibility for Subcontractors and Third Party Suppliers. With respect to any obligations of Service Provider under this Agreement that is being performed by subcontractors, Service Provider shall remain responsible for the discharge of such obligations in accordance with this Agreement and shall also be responsible for the subcontractor's compliance with the terms and conditions of this Agreement to the same extent Service Provider would be responsible for its own compliance with the terms and conditions of this Agreement. Service Provider shall not disclose to any subcontractor or any third party supplier under a third party supplier agreement with Service Provider any of Services Recipient's Confidential Information unless and until such subcontractor, vendor or supplier has a need to know such Confidential Information for purposes of performance of Services to Services Recipient and has agreed in writing (with Services Recipient as an intended third party beneficiary of any such agreement executed after the Execution Date) to protect the confidentiality of such information in a manner that is equivalent to that required of Service Provider by Article 14.

13.4. Failure to Act. Services Recipient's failure to act or fulfill an obligation set forth in this Agreement or an applicable Statement of Work, including failure to give any consents, notices or approvals, shall not constitute breach of this Agreement or such Statement of Work (other than Services Recipient's failure to comply with its payment obligations and disputed amounts requirements set forth in this Agreement), but shall excuse Service Provider's non-performance with respect to the particular Service for which consent, notice or approval was sought, but solely to the extent such failure to act or non-performance prevents Service Provider from fulfilling its obligations hereunder with respect to such Service for which consent, notice or approval was sought.

14. Confidentiality

14.1. Confidential Information. Each Party acknowledges that it may possess or, in the course of providing or receiving the Services under this Agreement, be exposed to, or acquire, Confidential Information of the other Party or its Affiliates or their clients or third parties to whom such other Party or its Affiliates owe a duty of confidentiality (all of which, for purposes of this Agreement, shall be deemed Confidential Information of the other Party). Each Party shall hold the other Party's Confidential Information in strictest confidence using the same or greater degree of care it uses with its own comparable Confidential Information (but in no event less than a reasonable degree of care) and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise

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dispose of, give or disclose such Confidential Information to third parties or to use such information for any purposes whatsoever other than as may be necessary for the performance of this Agreement.

14.2. Confidentiality Agreements. Each Party shall advise all of its Personnel who have access, or may be exposed, to the other Party's Confidential Information of their obligations to keep such information confidential in accordance with this Article 14. A Party shall only provide access to the other Party's Confidential Information to those Personnel who have a need to know or to have access to such information in order to provide or receive the Services.

14.3. Permitted Disclosures. If either Party is requested to disclose all or any part of any Confidential Information under a discovery request, a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial, administrative, regulatory or governmental agency or legislative body or committee, the Party subject to such request shall, to the extent practicable and subject to applicable Laws, give prompt written notice of such request to the other Party and shall give such other Party the opportunity to seek an appropriate confidentiality agreement, protective order or modification of any disclosure or otherwise intervene, prevent, delay or otherwise affect the response to such request, and the Party subject to such request to disclose shall cooperate with the other Party in such efforts. The Party seeking such confidentiality agreement, protective order or modification of disclosure shall reimburse the other Party for reasonable legal fees and expenses incurred in its effort to comply with this provision.

14.4. Exclusions. Except as otherwise inherent in the definition of Personal Data, "Confidential Information" shall not include information if and to the extent Service Provider can demonstrate such information: (i) is or becomes known to the public other than by disclosure by Service Provider in violation of this Agreement; (ii) was known to Service Provider previously, without a duty of confidentiality (but, for greater certainty, specifically excluding from this clause (ii) any Confidential Information known to Personnel of Boise Paper due to their prior employment by Boise Cascade); (iii) was independently developed by Service Provider outside of this Agreement and without reference to or use of any Confidential Information of Services Recipient; or (iv) was rightfully obtained by Service Provider from third parties without a duty of confidentiality.

14.5. Data Protection. In the event Service Provider shall have access to any Personal Data of Services Recipient, the Service Provider shall observe, in addition to the confidentiality obligations set forth above, any further or more restrictive obligations imposed by law on Service Provider or Services Recipient with respect to safekeeping and limitations on use and disclosure of such data.

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14.6. Remedy. It is understood and agreed that in the event of a breach of this Article **14**, damages may not be an adequate remedy and, notwithstanding the dispute resolution provisions of Article **23**, the non-breaching Party shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual without posting of bond or other security or proof of irreparable harm.

14.7. Attorney-Client Privilege/Work Product. Service Provider acknowledges that certain Data, documents, and databases to which Service Provider may have access or that are prepared by Service Provider for Services Recipient, and all associated communications relating thereto, may be subject to the attorney-client privilege and/or work product privilege and that such information may have been or may be prepared in anticipation of litigation and that Service Provider is performing the Services in respect of such information as an agent of Services Recipient. To the extent that any of the materials or information provided to and from Service Provider as part of the Services for, and related communications with, legal counsel of Services Recipient may be subject to attorney-client privilege and/or work product privilege, Service Provider shall reasonably cooperate with Services Recipient to take steps to prevent waiver of any privilege with respect thereto.

14.8. No Right or License. Nothing in this Article 14 shall be construed as obligating Services Recipient to disclose its Confidential Information to Service Provider, or as granting to, or conferring on, Service Provider, expressly or impliedly, any rights or license to the Confidential Information.

15. Services Recipient's Data

15.1. General. Notwithstanding any other provision of this Agreement, Service Provider shall make all of Services Recipient's Data (complete and unaltered) available to Services Recipient and its authorized agents (including auditors, counsel, appraisers, financiers, and other professionals providing services to Services Recipient) in the form in which Service Provider maintains such Data. Service Provider shall also provide such Data to Services Recipient in the form requested by Services Recipient, and Service Provider may charge Services Recipient for the actual cost (including labor costs) to provide such media on which Service Provider provides such Data to Services Recipient, but without duplication of Charges payable pursuant to Section 10 hereof for provision of such Data.

15.2. Safeguarding Services Recipient's Data. Service Provider shall establish and maintain safeguards against the destruction, loss, misuse or alteration of Services Recipient's Data in the possession of Service Provider that are no less rigorous than those set forth in Article 7 and Article 14 and as otherwise required by applicable Data

Protection Laws. Nothing herein shall limit the right of Services Recipient to establish separate backup security for such Data and to keep backup data and data files.

15.3. Ownership and Use of Services Recipient's Data. As between the Parties, Services Recipient's Data shall be and remain the property of Services Recipient. Service Provider shall use such Data solely to perform Service Provider's obligations under this Agreement. Except as expressly permitted in this Agreement, Service Provider shall not sell, assign, lease, disseminate, or otherwise dispose of such Data or any part thereof to any other person, and Service Provider shall not commercially exploit any part of such Data. Service Provider shall not possess or assert any property interest in, or any lien or other right against or to, any of Services Recipient's Data nor shall Service Provider permit the lien of any of its secured lenders to attach to any of Services Recipient's Data.

15.4. Data Retention.

15.4.1. Term. During the term of an applicable Statement of Work, Service Provider shall retain Services Recipient's Data in its possession for as long as Services Recipient is required by law, or by Services Recipient's document retention policies and practices (including any litigation data destruction holds), to retain such Data associated with such Statement of Work. Services Recipient shall inform Service Provider of any change in requirements of law and policies and practices, which shall be incorporated by reference into the applicable Statements of Work. Nothing in this Article 15 shall relieve Service Provider of (i) other document retention requirements expressly provided in this Agreement or the Purchase Agreement or (ii) its obligation to modify the Services to conform to any requirement of Law.

15.4.2. Post-Term. Upon expiration or termination of a Statement of Work, a particular Service, or upon request by Services Recipient at any time with respect to particular Data not required by Service Provider to perform Service Provider's obligations under this Agreement, or at the end of any specified retention period set forth in such Statement of Work, Service Provider shall return to Services Recipient the Data associated with such Statement of Work in the form and manner reasonably requested by Services Recipient, including all copies of documents, papers or other material that may contain Services Recipient's Confidential Information and delete from its servers any electronic copies of all such information (excluding, for purposes of this Section 15.4.2, copies of this Agreement) that are in Service Provider's possession or control. Service Provider shall thereafter remove such Data from its applications and databases and shall use mutually approved data destruction methods to remove such Data from its back-up systems. Notwithstanding the foregoing, for so long as Services Recipient does not request the return of its Data, Service Provider shall maintain it in accordance with Section 8S of the Purchase Agreement, regardless of whether such Data was created before or after the Execution Date.

15.4.3. Destruction of Data. Service Provider shall destroy Services Recipient's Data held by it when and as required by Services Recipient's Document Retention policies from time to time in effect and by the terms of any Statement of Work providing for records management services.

15.4.4. Record of Destruction of Data. Whenever Data of a Services Recipient is required to be destroyed in accordance with this Agreement, such Services Recipient may require a certification of such destruction from the Relationship Manager for the other Party.

15.5. Preservation of Section 8S. Notwithstanding anything to the contrary in this Article 15, each party shall continue to have access to and rights to utilize the other party's records created prior to the Execution Date to the extent provided for in Section 8S of the Purchase Agreement.

16. Audits.

Services Recipient shall have the right, at its cost, no more than two (2) times per year, upon reasonable request and during Service Provider's business hours, to conduct financial, internal, operation, security (physical and electronic) and other technical audits with respect to the Services, at Services Recipient's expense. Such audits are in addition to the invoice audit rights provided for in Article 10 hereof. Service Provider shall reasonably cooperate with such audits by making Personnel, documentation and other information reasonably available to Services Recipient. Services Recipient may conduct such audits with its own employees or with the employees of consultants, including those of its financial auditor.

17. Reserved.

18. Intellectual Property

18.1. Services Recipient Licenses to Service Provider

18.1.1. Services Recipient Proprietary Software and Services Recipient Work Product. Subject to the other terms and conditions of this Agreement, Services Recipient hereby grants to Service Provider a non-exclusive, worldwide, royalty-free, non-transferable license to use, copy, maintain, modify, enhance and create derivative works of (i) Services Recipient's Proprietary Software (and any design, architecture and techniques of software development or enhancements related thereto) set forth in any applicable Statement of Work, (ii) the Work Product and Deliverables created for

Services Recipient, and (iii) the methodology and tools related to any of the foregoing, all solely for the purpose of providing the Services to Services Recipient pursuant to this Agreement. Except as otherwise requested or approved by Services Recipient, Service Provider shall cease all use of Services Recipient's Proprietary Software and the Services Recipient Work Product at the end of the Term, or as otherwise provided for in this Agreement or any Statement of Work.

18.1.2. Services Recipient Work Product. All Services Recipient Work Product, Deliverables and other materials created for Services Recipient shall be considered "works made for hire" and shall be owned by Services Recipient, and Services Recipient shall be, pursuant to the Copyright Act, the author of such work. If any such Work Product, Deliverables or other materials may not be considered a "work made for hire" under applicable Law, Service Provider hereby irrevocably assigns, and shall assign, to Services Recipient, without further consideration, all of Service Provider's right, title, and interest in and to the copyrights in such Work Product, Deliverables and other materials and waives any moral rights therein to the fullest extent permitted under applicable Law.

18.1.3. Further Assurances. Service Provider shall assist Services Recipient and its nominee or assignees, at any time, in the protection of the worldwide right, title, and interest in and to any Services Recipient Work Product, Deliverables or other materials created for Services Recipient, including the execution of all formal assignment documents requested and prepared by Services Recipient or its nominee or assignee and the execution of all lawful oaths and applications for registration of copyright in the United States and foreign countries; provided that Services Recipient shall, without duplication of charges paid pursuant to Section 10, reimburse Service Provider for its time so spent (excluding nominal efforts) and any out-of-pocket expenses reasonably incurred by Service Provider in connection therewith.

18.1.4. Service Provider's Independent Contractors. If required by Services Recipient, Service Provider shall use reasonable efforts to require each of Service Provider's independent contractors that creates any Services Recipient Work Product, Deliverables or other materials for Services Recipient to execute written agreements (i) assigning to Services Recipient (or to Service Provider who shall then in turn assign to Services Recipient), without further consideration, all of its right, title, and interest in and to such Services Recipient Work Product, Deliverables and other materials, including all Intellectual Property Rights assigned in accordance with Section 18.1.2, and (ii) agreeing to execute any documents and take any other actions reasonably requested by Services Recipient (or Service Provider, on Services Recipient's behalf) to effectuate the purposes of this Section 18.1.4.

18.2. Service Provider Licenses to Services Recipient.

18.2.1. Service Provider Intellectual Property Rights. Except as otherwise specified in an individual Statement of Work or schedule thereto, by language expressly modifying the terms of this Section 18.2.1, Service Provider hereby grants Services Recipient (i) a non-exclusive, perpetual, worldwide, royalty-free, transferable, irrevocable license, with the right to sublicense, to make, have made, use, copy, maintain, modify, enhance and create derivative works of Service Provider's Software (and any design, architecture and techniques of software developments or enhancements related thereto), Service Provider's Web Site, Documentation, Intellectual Property Rights and methodology and tools related to any of the foregoing or the Services to the extent incorporated into or embodied in the Services, Services Recipient's Work Product, or Deliverables, or to the extent necessary for Services Recipient to receive the benefit of the Services, and (ii) any additional rights as set forth in the applicable Statement of Work. Services Recipient shall have the right to grant, at no additional charge, non-exclusive sublicenses to the rights licensed to Services Recipient under this Section 18.2.1 to any third party. Nothing in the foregoing shall constitute a sublicense of any such rights to Services Recipient where such a sublicense would breach the terms of any license of any such rights held by Service Provider.

18.2.2. Scope of License. The rights licensed under this Section 18.2 (including any sub-license permitted pursuant to Section 18.2.1) may be exercised by Services Recipient solely to provide to itself, or have provided to it, Services that are substantially similar to, or derivative of, the Services.

18.2.3. Software Documentation and Related Data. The license granted to Services Recipient pursuant to this Section 18.2 extends to all Software, Documentation, tools, related data and other tangible and intangible items necessary for Services Recipient's exercise of such rights, subject to the limitations set forth in Article 14 and Section 18.2.

18.2.4. Modifications. Modifications and enhancements to Service Provider's Software made by Services Recipient, or by a third party under Services Recipient's direction, shall be considered to be owned by Service Provider unless such modifications are unique to Services Recipient's use of the software so modified, in which case ownership thereof shall be retained by Services Recipient. Services Recipient acknowledges that Service Provider and the successors and assigns of Service Provider shall have the right to obtain and hold in their own name any Intellectual Property Rights in and to all such modifications and enhancements.

18.3. Inventions

18.3.1. Ownership of Inventions. Except as agreed by the Parties in a Statement of Work, Service Provider and Services Recipient shall own an undivided equal interest in all right, title and interest in and to all Inventions created, conceived or developed by

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Service Provider or its Personnel in the course of providing the Services, without a duty to account.

18.3.2. Further Assurances. Where Service Provider assigns patent ownership to the Services Recipient in a Statement of Work, Service Provider shall assist Services Recipient and its nominee or assignees, at any time, in the protection of the worldwide right, title, and interest in and to any Invention and patent applications and patents issued thereon, including the execution of all formal assignment documents requested and prepared by Services Recipient or its nominee or assignee and the execution of all lawful oaths and applications for letters patent in the United States and foreign countries; provided that, Services Recipient shall, without duplication of charges paid pursuant to Section 10, reimburse Service Provider for its time so spent (excluding nominal efforts) and any out-of-pocket expenses reasonably incurred by Service Provider in connection therewith.

18.4. Disclosure and Delivery of All Work Product Upon completion of the Services or the termination of a project and subject to the transfer provisions of Section 18.2.1, Service Provider shall, upon request of Services Recipient, use commercially reasonable efforts to disclose fully and to deliver promptly to Services Recipient all of the Work Product, including related object and source code, as well as any and all copies, summaries or extracts of such Work Product.

18.5. No Other Licenses This Agreement does not grant or otherwise give either Party ownership in, or other proprietary rights or license to use, the other Party's Intellectual Property Rights except as expressly provided for herein or in an applicable Statement of Work.

18.6. Third Party Software To the extent Service Provider desires to include any third party Software or materials in any Work Product, Service Provider shall (i) notify Services Recipient prior to such inclusion, (ii) identify all such third party Software or other materials in the applicable Statement of Work, and (iii) not proceed with such inclusion without first obtaining Services Recipient's written consent. In the event Services Recipient provides written consent approving the inclusion of any such third party Software in such materials, Service Provider shall obtain any required consent of third parties necessary for such inclusion.

19. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR AN APPLICABLE STATEMENT OF WORK, THERE ARE NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED STATUTORY OR OTHERWISE), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT, AND THE PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES

20. Insurance Each Service Provider providing Services which require its personnel to be on the premises of any of the Services Recipient's manufacturing facilities shall obtain and maintain for the term of this Agreement a policy of commercial general liability insurance with a single combined liability limit of not less than $5,000,000. Prior to sending its personnel to any of such facilities, it shall deliver to Services Recipient a certificate evidencing such insurance which (i) names Services Recipient and its Affiliates and their respective employees, officers, directors, managers, members and shareholders as additional named insureds under the policies evidenced thereby in respect of any claim covered thereby which arises from the performance by Service Provider of Services at such location; and (ii) provides that the coverage it evidences will not be terminated or materially and adversely modified without at least thirty days' prior written notice to the Services Recipient.

21. Indemnities

21.1. Mutual Indemnities. Each Party, as the Indemnifying Party, shall indemnify, defend, and hold harmless the other Party, as the Indemnified Party, in accordance with the procedures described in Section 21.4, from and against any and all Losses claimed against such other Party by any third party to the extent arising out of, or relating to, any of the following with respect to this Agreement (each a "Claim"):

(i) the Indemnifying Party's (or its Personnel's) (x) intentional violation of any applicable Law or (y) breach of any of the representations, warranties, covenants or agreements of the Indemnifying Party in this Agreement or any Statement of Work;

(ii) any actual or alleged infringement or misappropriation of any Intellectual Property Rights owned by a third party by (a) any Deliverables or Work Product created for any Indemnified Party by the Indemnifying Party pursuant to this Agreement after the Effective Date; (b) any Software or other goods owned by the Indemnifying Party and provided to any Indemnified Party (other than Software or other goods acquired by Boise Paper from Boise Cascade pursuant to the Purchase Agreement); or (c) any Service provided by the Indemnifying Party to any Indemnified Party

21.2. Service Provider Indemnities Service Provider, as the Indemnifying Party, shall indemnify, defend, and hold harmless Services Recipient, as the Indemnified Party, in accordance with the procedures described in Section 21.4, from and against any and all

Losses claimed against it by any third party arising out of, or relating to, any of the following with respect to this Agreement (each a "Claim"):

(i) the unauthorized use or disclosure by Service Provider (or its Personnel) of Services Recipient's Confidential Information;

(ii) any bodily injury or damage to tangible property to the extent such accident, injury or damage results from the gross negligence or willful misconduct of Service Provider or its contractors, licensees, agents, employees, subcontractors, or third party suppliers; and

(iii) except as otherwise provided in the Purchase Agreement, the employment, engagement, or termination of engagement of any Personnel by Service Provider, or claim by or on behalf of any such Personnel occurring after the Execution Date.

21.3 Limitations. A Party's indemnification obligations under this Agreement shall not extend to any Claims to the extent resulting from, or relating to: (i) the combination, operation or use of materials provided by the Indemnifying Party with materials or resources not provided by the Indemnifying Party unless authorized by the Indemnifying Party in the applicable Statement of Work or intended or anticipated in the applicable specifications; (ii) any Services, Deliverables, or Work Product provided by the Indemnifying Party to any Indemnified Party to the extent that such Services, Deliverables or Work Product conform to specifications provided by any Indemnified Party; (iii) unauthorized changes made by the Indemnified Party to the Indemnifying Party's Software, Work Product, or other materials provided to any Indemnified Party by the Indemnifying Party pursuant to this Agreement; or (iv) any third party products, except to the extent that such infringement or misappropriation arises from the Indemnifying Party's failure to obtain the necessary licenses or consents with respect to a third party product or to abide by the limitations of the applicable third party licenses for a third party product.

21.3.1 Third Party Indemnities. Each Party shall use commercially reasonable efforts to extend the benefit to the other Party of any and all indemnities that are provided to such Party through any Software or other Intellectual Property Rights licensed by such Party from any third party.

21.3.2 Remedies for Infringement. Except in connection with any Intellectual Property Rights (or embodiments thereof) acquired by Boise Paper or any of its Affiliates from Boise Cascade under the Purchase Agreement (whether directly, by contribution under the Contribution Agreement provided for under the Purchase Agreement or by acquisition of any equity interest under the Purchase Agreement or the Contribution Agreement), if a Service, Deliverable, Software, hardware, Work Product or other document or material provided by Service Provider to Services Recipient infringes or

otherwise conflicts with the Intellectual Property Rights of a third party, Services Recipient shall have the right to require the providing Party to: (i) replace or modify such infringing items to make their use non-infringing while providing substantially the same functionality; or (ii) procure the right for Services Recipient to continue to use or receive such infringing items. If Service Provider is unable to do the foregoing within a reasonable period of becoming aware of such infringement, Services Recipient may terminate the applicable Services upon 30 days written notice.

21.4 General Provisions and Procedures. The indemnification provisions set forth in this Agreement are subject to the following general provisions and procedures:

21.4.1 Notice. The Party entitled to indemnification under this Agreement shall provide the other Party with an Indemnification Notice regarding the applicable Claim promptly but in any event within ten (10) business days after the Party requesting indemnification receives a summons, or within twenty (20) business days after the Party requesting indemnification receives any other written communication; provided that the failure of the requesting Party to undertake such actions shall not relieve Service Provider of any obligation it may have to indemnify, except and only to the extent that the requesting Party's ability to fulfill such obligation has been actually and materially prejudiced thereby.

21.4.2 Participation. The Party requesting indemnification may participate and take the lead in the defense of a Claim with its own counsel paid for by such Party; provided, however, that if both Parties are named parties in any action relating to such Claim and counsel cannot represent both Parties due to any present or potential conflict in representing the interests of both Parties, the Party to be indemnified shall retain other counsel at the expense of Service Provider.

21.4.3 Cooperation and Control. The Parties shall cooperate fully (at Service Provider's expense) with counsel selected by Service Provider in the defense of such Claim. Service Provider shall have the right in its discretion to control the defense and settlement of such Claim and the Indemnified Party shall not settle or compromise such Claim without the prior written consent of Service Provider.

21.4.4 Limitations. Without limiting the foregoing, Service Provider may not, without the Indemnified Party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the applicable Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include remedial measures, a statement as to, or an admission of fault, culpability or failure to

act by or on behalf of any Indemnified Party, or otherwise adversely affect any Indemnified Party.

21.4.5 Third Party Losses. Service Provider and Services Recipient shall each use reasonable efforts to mitigate liability, damages, and other losses suffered in connection with this Agreement.

21.5 Subrogation An Indemnifying Party will be subrogated to the rights and defenses of the Indemnified Party to the extent of, and with respect to, the Indemnifying Party's obligation to indemnify the Indemnified Party under this Article 21.

21.6 No Limitation of Other Remedies

The provisions of this Article 21 are not intended to limit a Party's rights to seek recovery of damages or pursue other remedies against the other party for breach of its obligations hereunder. Any such claim shall be determined on the basis of the balance of this Agreement and applicable law.

22. Limitations of Liability

22.1. Limitation on Direct Damages. The liability of each Party, its Affiliates, and its and their respective shareholders, directors, officers, employees, agents, members, contractors and licensors, for actual damages (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with or arising or resulting from any performance or nonperformance of Services hereunder shall be limited in the aggregate for all such claims to the Cap. The term "**Cap**" shall mean a sum equal to 125% of the total amount paid hereunder by a Services Recipient to the Service Provider pursuant to this Agreement during the 12 months preceding the application of the Cap, or if 12 months has not yet expired, the amount expected to be paid during the first 12 months of this Agreement. The Cap shall be applied on an aggregate basis to all claims asserted during any 12 month period. Each Party agrees that the damage limitations in this Section 22 shall not be deemed or alleged to have caused this Agreement to fail its essential purpose or constitute a fundamental breach.

22.2. Exclusion of Consequential Damages and Certain Other Damages. Notwithstanding any provision of this agreement that may be to the contrary (except for section 22.3), or as otherwise required by law, neither party, nor its affiliates or its or their respective equity holders, directors, officers, employees, agents, members, contractors, or licensors, shall be liable to the other party, its affiliates, or its or their equity holders, directors, officers, employees, agents, members, contractors, or licensors, for claims for incidental, indirect, punitive, exemplary, consequential, or special damages, including damages for loss of profits, loss of use or revenue, loss of savings, or losses by reason of cost of capital, connected with, or arising or resulting from, any

performance or lack of performance under this agreement, even if such damages were foreseeable or a party was advised of the possibility of such damages, and regardless of whether a claim is based on contract, warranty, tort (including negligence or strict liability), violation of any applicable deceptive trade practices act, or any other legal or equitable principle.

22.3. Exclusions. The limitation of liability set forth in Article 22 and the exclusion of certain damages set forth in Section 22.2 are not applicable to: (i) amounts expended by Services Recipient to find a replacement from a third party for the applicable Services or Deliverables in the event of a failure by Service Provider to provide the same, where such amounts are recoverable in accordance with the terms of this Agreement; (ii) the failure of Services Recipient to make payments due under this Agreement (including late fees but subject to the exclusion of certain damages set forth in Section 22.2); (iii) damages resulting from Service Provider's refusal to provide Termination Assistance Services; (iv) any liability (including any related indemnifications obligations) caused by or arising from (a) criminal or tortious willful misconduct or criminal or tortious fraud of a Party or such Party's Personnel (but without limiting either Party's right to recover damages that may not be excluded by contract as a matter of law), (b) any bodily injury or damage to tangible property to the extent such injury or damage results from the negligence or willful misconduct of a Party or its contractors, licensees, agents, employees, subcontractors, or third party suppliers, unless due to the negligence or willful misconduct of the other Party, its contractors, licensees, agents, employees, subcontractors, or third party suppliers, (c) either Party's unauthorized use or disclosure of the other Party's Confidential Information (but which liability shall be capped in the aggregate, with all other claims subject to a cap under this Article 22, to an amount equal to one and one-half (1.5) times the Cap), or (d) breach of either Party's Intellectual Property Rights; or (v) indemnification obligations set forth in Article 22.

22.4. Affiliate Damages Service Provider hereby acknowledges and agrees that direct damages sustained hereunder by any Affiliate of Services Recipient shall not be deemed consequential damages vis-a-vis Services Recipient strictly because the Services Recipient's Affiliate's damages are claimed through Services Recipient.

22.5. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such Party continues to attempt to recommence performance or observance to the greatest extent possible without delay. Service Provider shall allocate its remaining resources to Services Recipient and to its own internal business units and operations in an equitable

manner consistent with the Parties' allocation of costs and the needs of the Parties at the given time.

23. Dispute Resolution

23.1. Dispute Resolution Process. Any Dispute between the Parties relating to this Agreement shall be resolved as provided in this Article 23.

23.2. Responsible Managers. All Disputes under a Statement of Work shall first be referred to the Responsible Managers prior to escalation to the Relationship Managers. Disputes that are not resolved by the Responsible Managers after good faith attempts to resolve such Disputes shall be referred to the Relationship Managers.

23.3. Relationship Managers. In the event that a Dispute is not resolved by the Relationship Managers, the Dispute shall be escalated to the respective Chief Executive Officers of the Parties.

23.4. Dispute Resolution and Arbitration. In the event that a Dispute arises between the Parties (or any of their respective Affiliates) concerning or arising out of the performance or interpretation of this Agreement that is not resolved by the foregoing escalation process, either Party may invoke the Dispute Resolution Process set forth in Appendix 23.4 by giving written notice to the other Party specifying the issue in dispute and invoking the Dispute Resolution Process. The final order of the arbitrator issued in any Dispute Resolution Process may be enforced against the Parties in any court of competent jurisdiction.

23.5. Choice of Law. THE INTERNAL LAWS OF THE STATE OF IDAHO EXCLUDING ITS CONFLICTS OF LAW PRINCIPLES SHALL GOVERN THIS AGREEMENT.

23.6. Continued Performance. Each Party shall continue to perform its obligations under this Agreement during any Dispute Resolution Process unless and until such obligations are terminated by the expiration or termination of the applicable Statement of Work or this Agreement, provided Services Recipient is in compliance with Section 11.3. The covenant of Service Provider to provide the Services is independent of Services Recipient's covenants under this Agreement, and Service Provider agrees that it shall not discontinue or threaten to discontinue provision of the Services as a means to force resolution of any Dispute with respect to this Agreement.

23.7. Resolution of Disputes Relating to Charges. For greater certainty it is expressly acknowledged and agreed by the parties that disputes concerning Charges shall be resolved in accordance with the provisions of this Article 23. If any such dispute is referred to arbitration, the arbitrator in such proceeding shall, notwithstanding anything

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to the contrary in Appendix 23.4, be a representative of a firm of certified public accounts of national reputation agreed upon by the parties and if the Parties are unable to agree upon such arbitrator, agreed upon by the financial auditors of the Parties.

24. Material Breach; Right of Cover In the event that Service Provider materially breaches any of its obligations under this Agreement, Services Recipient shall have the right to obtain substitute goods or Services from one or more third parties, or to obtain substitute goods or Services through internal Services Recipient resources, and Service Provider shall reimburse Services Recipient for all reasonable costs and expenses beyond what Services Recipient would have paid Service Provider to provide the applicable goods and Services; provided that, in order to obtain such reimbursement, Services Recipient shall have notified Service Provider of any such breaches and Service Provider shall not have cured such breach within thirty (30) days or as otherwise set forth in the applicable Statement of Work.

25. Termination

25.1. Services Recipient's Termination for Cause

25.1.1. Statement of Work. If Service Provider materially breaches any Statement of Work, and (i) such breach is incapable of cure, or (ii) with respect to such breaches capable of cure, Service Provider does not cure such breach within thirty (30) days after written notice of material breach, Services Recipient may terminate such Statement of Work under which it receives Services upon written notice to Service Provider.

25.1.2. Agreement. If Service Provider materially breaches this Agreement and (i) such breach is incapable of cure, or (ii) with respect to such breaches capable of cure, Service Provider does not cure such breach within thirty (30) days after written notice of material breach, Services Recipient may terminate this Agreement upon written notice to the Service Provider. Termination of this Agreement under this Section 25.1.2 shall result in the termination of all Statements of Work then in effect under which Services Recipient receives Services.

25.1.3. Partial Termination. If the Services are terminated in part, Service Provider shall continue to provide the remaining Services pursuant to the terms of this Agreement.

25.2. Service Provider's Termination Rights.

25.2.1. Termination for Default on Undisputed Charges. If Services Recipient has not paid undisputed invoiced amounts due on three (3) consecutive monthly invoices, or has been past due on undisputed invoiced amounts for a total of one hundred (100) days in any rolling twelve (12) month period, then Service Provider may notify Services

recipient of its intent to terminate this Agreement and any Statement of Work pursuant to this provision. If the Services Recipient is disputing in good faith a portion of the charges on any invoice and has paid the undisputed amount, such remaining unpaid balance shall not be treated as delinquent for purposes of the foregoing sentence. Following such notice, Services Recipient shall have the opportunity to cure its default by paying all undisputed amounts due when fifteen (15) days of such notice, and by pre-paying the estimated amount of the following month's Charges for six (6) consecutive months. Service Provider may terminate this Agreement and any Statement of Work for cause upon notice if, and only if, Services Recipient fails to cure such default.

25.2.2. No Other Termination. Except as expressly set forth in this Section 25.2, Services Recipient's failure to perform any of its obligations under this Agreement with respect to the Services that it receives (but not with respect to the Services that it provides) shall not be grounds for termination of this Agreement or any Statement of Work thereunder by Service Provider.

25.3. Termination for Convenience.

25.3.1. Termination Rights. Services Recipient may terminate this Agreement or any Statement of Work, in whole or in part, with respect to the Services that it receives (but not with respect to the Services it provides), for convenience and without cause, upon thirty (30) days' written notice to Service Provider.

25.3.2. Absorption Fee. In the event that Boise Cascade terminates this Agreement and all Statements of Work with respect to the Services that it receives pursuant to this Section 25.3 during the Initial Term, Boise Cascade shall be required to pay to Boise Paper the Absorption Fee. In the event that Boise Cascade terminates any Statement of Work pursuant to this Section 25.3 during the Initial Term, Boise Cascade shall pay the percentage (as set forth in such Statement of Work) of the applicable Absorption Fee, and any further Absorption Fee amounts owed by Boise Cascade upon subsequent termination of this Agreement as a whole shall be reduced by such partial Absorption Fee amounts already paid; provided that if such full termination occurs after a reduction in the Absorption Fee occurring due to the passage of time, as set out in the definition of such term, the offset provided by this sentence shall be proportionately adjusted to reflect such overall reduction in the size of the Absorption Fee. Boise Cascade shall not be required to pay an Absorption Fee in the event that it terminates this Agreement or any Statement of Work for cause pursuant to Section 25.1.1 or Section 25.1.2 or in the event that it terminates this Agreement or any Statement of Work pursuant to this Section 25.3 after the Initial Term. Boise Paper may terminate any of the Services that it receives (but not any of the Services that it provides) under this Agreement, including any Statement of Work, for convenience during the Initial Term or thereafter without penalty or payment of an Absorption Fee.

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25.3.3. Severance Costs. In the event that Services Recipient terminates this Agreement or any Statement of Work, or any part of the foregoing, for convenience pursuant to this Section 25.3, Services Recipient shall pay to Service Provider the severance costs incurred by Service Provider for terminating any employees of Service Provider who were employed for the purpose of fulfilling Service Provider's obligation to provide Services under this Agreement as a result of such termination of this Agreement, any Statement of Work, or any part of the foregoing by Services Recipient. Such payment of severance costs shall not be required in the event that Service Provider elects to reduce its staff due to a reduction, but not termination of, Services Recipient's requirements for the level of any particular Service required by Services Recipient.

25.4. Termination for Force Majeure Event Notwithstanding Section 22.5, Services Recipient may terminate any affected Statement of Work if Service Provider is unable to perform the Services with respect to such Statement of Work in any material respect (i) for more than ten (10) consecutive days, or (ii) for more than thirty (30) days in any calendar quarter, as a result of a Force Majeure Event. In the event Services Recipient so elects to terminate the affected Services as allowed under this Section 25.4 (which such election will be made within thirty (30) days of the occurrence of the event described in (i) or (ii) above), then upon at least thirty (30) days' prior written notice, such affected Services shall be terminated, and Services Recipient shall not be required to pay any termination charges (including the Absorption Fee or severance costs) in connection with a termination under this Section 25.4.

25.5. Obligations upon Termination or Expiration. Upon the expiration or termination of this Agreement or any Statement of Work, in whole or in part, in addition to any other obligations set forth in this Agreement or any Statement of Work:

(i) The Parties shall pay each other for all Services performed prior to the effective date of such expiration or termination, in accordance with Articles 10 and 11 (including any true up provisions contained therein), and, if applicable, pay each other all undisputed amounts due as set forth in the termination provisions of any applicable Statement of Work;

(ii) Upon request of Services Recipient, Service Provider shall return, or at Services Recipient's option destroy, all copies of Services Recipient's Confidential Information that are in Service Provider's possession or control, in whatever medium maintained;

(iii) Services Recipient may require the assignment, at Services Recipient's expense (or at Service Provider's expense if Services Recipient has terminated for cause pursuant to Sections 25.1 or 25.2 hereof) of any licenses or agreements used by Service Provider exclusively for the purpose of providing the Services to Services Recipient, to the extent that Service Provider is able to obtain the third-party consents, if any, required for such

assignment without payment of any fee or charge, except for fees or charges which are borne by Services Recipient;

(iv) Services Recipient may require the split, at Services Recipient's expense (or at Service Provider's expense if Services Recipient has terminated for cause pursuant to Sections 25.1 or 25.2 hereof) of licenses or agreements used, in part, to provide the Services to Services Recipient, to the extent that Service Provider is able to obtain the third-party consents, if any, required for such assignment;

(v) Services Recipient shall have the right to purchase Service Provider's tangible assets that are used exclusively to provide the Services to Services Recipient, at Service Provider's then-current net book value for such assets;

(vi) Service Provider shall assign Intellectual Property Rights in Work Product or Deliverables that have been developed for Services Recipient as part of the Services, but that have not yet been delivered to Services Recipient; and

(vii) Service Provider shall deliver to Services Recipient copies of Documentation, notes, drawings, Software (including source code), and other material used to provide the Services and which Service Provider has the right to copy and deliver to others.

25.6. Termination Provisions/Expiration Assistance. The Parties may set forth additional termination provisions in each applicable Statement of Work as appropriate (e.g., obligations of the Parties with respect to different termination events, data requirements, scope and duration of post-termination licenses, applicable notice periods, payments and refunds). Service Provider shall have an absolute and unconditional obligation to provide Services Recipient, or Services Recipient's designees at Services Recipient's request (including one or more third parties), Termination Assistance Services and such other cooperation as reasonably requested by Services Recipient in connection with such expiration or termination, for a minimum period as set forth in the applicable Statement of Work (unless Services Recipient determines in its sole discretion that less time is necessary) and at such rates that are agreed upon by the Parties (not to exceed Service Provider's Fully Allocated Direct Costs for such Services) and such Termination Assistance services shall extend beyond the expiration or termination of this Agreement or the relevant Statement of Work for the term of Termination Assistance Services provided for in the relevant Statement of Work. However, in the event Service Provider terminates this Agreement in accordance with Section 25.2 of this Agreement, Services Recipient shall pay Service Provider in advance for all such Termination Assistance Services. The Termination Assistance Services may be detailed in each applicable Statement of Work and shall include, at a minimum, any knowledge transfer, training of Services Recipient's or its designee's personnel, transfer of Data and other materials related to the Services and any other information and assistance reasonably

necessary or desirable or reasonably requested by Services Recipient to ensure an orderly and smooth transition of the Services to Services Recipient's internal Services environment or provider or a successor Service Provider and continued provision of the relevant Services during such transition. If the Statement of Work is silent with respect to Termination Assistance Services, it shall be deemed to include the foregoing Minimum Services.

In the event that any Affiliate of a Services Recipient, or any portion of the business or operations thereof, becomes a Former Affiliate, Service Provider shall, at Services Recipient's option, provide such Former Affiliate (i) the Termination Assistance Services set forth in each applicable Statement of Work with respect to the Services such Former Affiliate was receiving from Service Provider prior to the Change in Control resulting in such Affiliate becoming a Former Affiliate, and (ii) continued Services until such Former Affiliate, in the reasonable opinion of Services Recipient, is able to procure Services similar to the Services from a third party or provide such Services itself, but not in excess of the lesser of 12 months or the then remaining term of this Agreement.

25.7 Equitable Remedies. Service Provider acknowledges that, in the event Service Provider breaches, or attempts or threatens to breach, its obligation to provide Services Recipient assistance in accordance with Section 25.6, then notwithstanding the Dispute resolution procedures set forth in Article 23, Services Recipient shall be entitled to seek an injunction, order of specific performance, or other equitable relief in any court of competent jurisdiction.

26. General

26.1. Entire Agreement This Agreement, the Statements of Work, the Purchase Agreement, and any other agreements, the forms of which are attached hereto or to the Purchase Agreement as and when executed by the Parties constitute the entire agreement between the Parties with respect to this subject matter and shall not be modified or rescinded except by a writing signed by the Parties. The Appendices and all Statements of Work are incorporated herein by this reference. The provisions of this Agreement, the Purchase Agreement, and any other agreements the forms of which are attached hereto or to the Purchase Agreement and when executed by the Parties supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements, understandings of the Parties, and written or oral representations of either Party with respect to the subject matter of this Agreement, including any letter of intent or memorandum of understanding executed by the Parties with respect to the Services and Schedule C to the Purchase Agreement. Notwithstanding the foregoing where any provision in this agreement refers to or sets a standard by

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reference to any previous course of performance in effect within Boise Cascade internally prior to the Execution Date, either Party may introduce evidence of such course of performance in connection with the resolution of any dispute arising hereunder.

26.2. Assignment. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Neither Party may assign or transfer this Agreement or any Statement of Work (whether by merger, operation of law, change of control or otherwise) without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign or transfer (whether by merger, operation of law, change of control or otherwise) this Agreement, or any Statement of Work, in whole or in part:

(i) in the case of Boise Cascade, the sale or transfer of all or substantially all of the business to which this Agreement, such Statement of Work or portion thereof relates, and no Absorption Fee shall be payable in respect of any such Transaction;

(ii) in the case of Boise Cascade, upon the sale of either of its two major operating divisions it may make a partial assignment of this Agreement to the purchaser of such division which shall be implemented by the execution by such purchaser and Boise Paper of a new agreement providing for the provision of Services hereunder on substantially the same terms and conditions as they are provided to Boise Cascade hereunder for the then remaining term of this Agreement and, in such case this agreement shall remain in effect between Boise Cascade and Boise Paper with respect to Boise Cascade's remaining operations and no Absorption Fee shall be payable in respect of such transaction;

(iii) in the case of Boise Paper, upon the sale or transfer of all or substantially all of the Headquarters Operations, as defined in the Purchase Agreement, and provided further that in the event of a transfer by Boise Paper of the Headquarters Operation it shall transfer this Agreement to the purchaser thereof and require such Purchaser to assume this Agreement and complete the performance hereof; and

(iv) in the case of any Party, such Party may, without the consent of any other Party hereto, assign in whole or in part its rights under this Agreement for collateral security purposes to such assigning Party's financing sources.

Any assignment consented to by a party hereto shall be effective only upon the written assumption by the assignee of all of the assigning party's obligations and duties hereunder. Any attempted assignment in contravention of the above provision shall be void and ineffective.

26.3. Notices. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth below.

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To Boise Paper:	Boise Paper Holdings, L.L.C. 1111 West Jefferson Street, Suite 200 Boise, Idaho 83702-5388 Attn: Chief Financial Officer Phone: (208) 384-7023 FAX:: (208) 384-7945 e-mail: legal@boiseinc.com
with a copy to:	Boise Paper Holdings, L.L.C. 1111 West Jefferson Street, Suite 200 Boise, Idaho 83702-5388 Attn: General Counsel Phone: (208) 384-7732 FAX:: (208) 384-7945 e-mail: legal@boiseinc.com
To Boise Cascade:	Boise Cascade, L.L.C. 1111 West Jefferson Street, Suite 300 Boise, Idaho 83702-5388 Attn: Chief Financial Officer Phone: (208) 384-4998 FAX:: (208) 384-6566 e-mail: legal@bc.com
with a copy to:	Boise Cascade, L.L.C. 1111 West Jefferson Street, Suite 300 Boise, Idaho 83702-5388

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Attn: General Counsel

Phone: (208) 384-4918

FAX:: (208) 384-6566

e-mail: legal@bc.com

Either Party may change the address set forth in this Section 26.3 at any time by giving prior written notice to the other Party as provided above.

26.4. Relationship of the Parties Service Provider shall perform the Services as an independent contractor. Nothing in this Agreement or in the performance of the Services by Service Provider shall be construed to create: (i) a partnership, joint venture or other joint business arrangement between the Parties; (ii) any fiduciary duty owed by one Party to the other Party or any of its Affiliates; (iii) a relationship of employer and employee between the Parties; or (iv) any basis for any employee of a Party to claim that he or she is an employee of the other Party. The Parties are not joint employers, a single employer, associated employers or related employers for any purpose under this Agreement.

Neither Party shall have the authority to commit the other Party contractually or otherwise to any obligations to third parties.

26.5. Severability If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable and such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the Parties to the maximum extent possible under applicable Law.

26.6. Waiver of Default The failure by either Party to insist upon strict performance of any of the provisions contained in this Agreement shall not constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

26.7. Remedies Cumulative Unless expressly stated otherwise in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

26.8. Survival of License in Bankruptcy All licenses granted to Services Recipient under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Paragraph 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Paragraph 101(35A) of the U.S. Bankruptcy Code. The Parties agree that the other Party, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, or similar laws of other jurisdictions.

26.9. Survival of Obligations The obligations of the Parties under this Agreement that the Parties have expressly agreed shall survive expiration or termination of this Agreement or that, by their nature, would continue beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason. Without limiting the generality of the foregoing, the Parties intend that the following Articles and Sections survive expiration or termination of this Agreement: Section 13.3; Article 14, Article 15; Section 18.1.2, Section 18.1.3, Section 18.2.1, Section 18.2.4, Section 18.3, and Section 18.4; Article 21 and Article 22; Section 23.5, and Article 25 and this Article 26 Upon the expiration or termination of this Agreement, any monies, penalties or other charges due and owing either Party shall be paid by the other Party within thirty (30) days of the effective date of such expiration or termination.

26.10. Third Party Beneficiaries Except as set forth in this Section 26.10, and except with respect to the Indemnified Parties to the extent provided in Article 21 and Article 22, this Agreement shall not be deemed to create any obligations of a Party to any such third party or create any rights in third parties, including employees, suppliers, or customers of a Party. No provision of this Agreement shall create any third party beneficiary rights in any employee or former employee (including any beneficiary or dependent thereof) of a Party in respect of rights to continued employment of benefits of any kind. The Parties hereby specifically acknowledge and agree that it is their intention, (i) that all of the terms and conditions of this Agreement or any applicable Statement of Work be made available to Affiliates of Services Recipient, and (ii) that Affiliates of Services Recipient be entitled to enforce this Agreement as incorporated in any applicable Statement of Work executed by such Affiliates. Services Recipient shall be responsible for the obligations of any Affiliate of Services Recipient receiving Services under this Agreement. Service Provider shall be responsible for the obligations of any Affiliate of Service Provider providing Services under this Agreement.

26.11. Further Assurances Each of the Parties agrees that from time to time, at the request of the other Party and without further consideration, it shall execute and deliver such other documents and take such other actions as the other Party may reasonably request to consummate more effectively the transactions contemplated by this Agreement.

26.12. Counterparts This Agreement may be executed in several counterparts (including by facsimile, ".pdf" or other electronic transmission), all of which taken together shall constitute one single agreement between the Parties.

26.13. Execution of Agreement The Parties acknowledge and agree that this Agreement has been accepted, made and entered into by the Parties in the State of Idaho and shall be construed in accordance with the laws of the State of Idaho applicable to contracts

executed, delivered and performed in the State of Idaho. Whenever used in this Agreement, "including" means "including, without limitation."

26.14. Certifications Services Recipient may require that Service Provider provide to it and to any relevant third party such certifications and other evidence as third parties may require that any particular Service was provided in accordance with standards applicable under relevant requirements of GAAP, the Financial Accounting Standards Board, the Securities and Exchange Commission, or other governmental or non-governmental regulatory body.

26.15. Savings Clause If Service Provider's failure to perform an obligation under this Agreement is due to Services Recipient's wrongful action or failure to fulfill any obligation under this Agreement when required, Service Provider will be excused from responsibility only to the extent that such failure prevented Service Provider's timely performance of its obligation; provided that, Service Provider shall: (i) notify Services Recipient of such failure and Service Provider's inability to perform its obligation as a result of such wrongful action or failure promptly after becoming aware thereof; and (ii) use commercially reasonable efforts to perform notwithstanding Services Recipient's wrongful action or its failure to perform.

* * * * *

IN WITNESS WHEREOF, each of the Parties hereto, by its duly authorized representative, has caused this Agreement to be executed as of the Execution Date.

Boise Cascade, L.L.C.	**Boise Paper Holdings, L.L.C.**
By: /s/ David G. Gadda	By: /s/ Karen E. Gowland
Printed Name: DAVID G. GADDA	Printed Name: KAREN E. GOWLAND
Title: VICE PRESIDENT	Title: VICE PRESIDENT

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Appendix 1

Defined Terms

The term "**Absorption Fee**" shall mean a fee payable by Boise Cascade to Boise Paper in accordance with Section 25.3 of the Agreement in the amount as follows: (i) five million dollars ($5,000,000) if termination is effective during the first Contract Year of the Initial Term, (ii) three million dollars ($3,000,000) if termination is effective during the second Contract Year of the Initial Term, and (iii) one million dollars ($1,000,000) if termination is effective during the third Contract Year of the Initial Term.

The term "**Affiliate**" shall mean, with respect to an entity, any entity that Controls, is Controlled by, or is under common Control with, that entity. For greater certainty from and after the Execution Date Boise Paper shall not be Affiliate of Boise Cascade.

The term "**Agreement**" shall mean this Outsourcing Services Agreement, together with all Appendices, Statements of Work and any other attachments to this Agreement, and any modification or amendment to this Agreement or any Statement of Work made in accordance with the terms of this Agreement.

The term "**Attachment**" shall mean the Appendices, Statements of Work and all attachments thereto.

The term "**Business Continuity Plan**" shall mean Service Provider's business continuity and disaster recovery plan for its information technology operations as described in Section 9.

The term "**Cap**" shall have the meaning given it in Section 22.1.

The term "**Change in Control**" shall mean (i) the acquisition by any person or related group of persons of direct or indirect ownership of more than fifty percent (50%) of the voting securities of an Affiliate of any Party, in a single transaction or series of related transactions, (ii) the sale or divestiture of all or substantially all of the assets of an Affiliate of any Party to any entity, or (iii) the merger of an Affiliate of any Party with or into another entity to form a new entity.

The term "**Charges**" shall mean the amounts payable by Services Recipient for the provision of the Services as provided in Article 10 hereof and set out in applicable Statements of Work.

The term "**Claim**" shall have the meaning given it in sections 2.1.1 and 2.1.2 hereof.

The term "**Confidential Information**" shall mean: (i) any trade secrets or other proprietary, confidential or non-public information of a Party, their shareholders, directors, officers, employees, agents, clients, policyholders, claimants, prospects, applicants or customers or third parties to whom it owes a duty of confidentiality

(including the terms of any transaction relating to or involving such shareholders, directors, officers, employees, agents, clients, policyholders, claimants, prospects, applicants, customers or third parties) that are marked as confidential or otherwise identified as confidential by the disclosing Party or that the receiving Party knows or reasonably ought to know to be proprietary or confidential; (ii) Personal Data; (iii) Proprietary Software; (iv) all employment information, such as compensation (including proposed compensation), benefits, disciplinary records, performance records and other data; and(vi) any other information of a Party that the other Party knows or reasonably ought to know to be proprietary or confidential.

The term "**Contract Year**" shall mean (a) for this Agreement, each one-year period commencing on the Execution Date and each anniversary thereof, and (b) for each Statement of Work, each one-year period commencing on the Effective Date of such Statement of Work and each anniversary thereof.

The term "**Control**" (including with correlative meanings, the terms "**Controlling**," "**Controlled by**" and "**under common Control with**") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of fifty percent (50%) or more of the voting stock of an entity shall be deemed to be Control.

The term "**Copyright Act**" shall mean the United States Copyright Act, 17 U.S.C. §101 et seq, as amended from time to time.

The term "**Data**" shall mean, with respect to a Party, all information concerning such party which has been created by such Party (or its Affiliates) in the conduct of its business operations (whether directly or pursuant to the delivery of Services hereunder) including without limitation information relating to the shareholders, directors, officers, employees, agents, brokers, distributors, suppliers, clients, prospects, applicants or customers of such Party (or its Affiliates) or relating to the businesses of such Party (or its Affiliates), including third party information, operations, facilities, products, Services and markets, all as to the extent provided to or obtained by the other Party from such Party (or its Affiliates or their shareholders, directors, officers, employees, agents, brokers, distributors, suppliers, clients, policyholders, claimants, prospects, applicants or customers), such Party's employees or agents pursuant to this Agreement, or derived from any of the foregoing. "**Data**" includes, without limitation, (i) any such information in a tangible form, regardless of the form or method by which such information is created, stored, maintained or communicated, (ii) all data maintained by Service Provider for Services Recipient, and (iii) Personal Data. "**Data**" also includes information which is, and is not, Confidential Information of a Party (or its Affiliates).

For avoidance of doubt, Data does not include internal information of Service Provider generated in connection with the performance of Services and not reasonably related to its obligations under this Agreement (e.g., Service Provider's personnel or cost data, internal reviews, or similar information or data).

The term "**Data Protection Laws**" shall mean any data protection or privacy Laws.

The term "**Deliverables**" shall mean goods and services to be created by Service Provider and delivered to Services Recipient as part of the Services and as specified under an applicable Statement of Work or.

The term "**Direct Fully Allocated Costs**" shall have the meaning given it in Section 10.1 hereof.

The term "**Dispute Resolution Process**" shall mean the escalation procedures for resolving Disputes set forth in Article 23 and Appendix 23.4.

The term "**Dispute**" shall mean any dispute, controversy or claim arising out of, or relating to, this Agreement, including any of the foregoing with respect to the interpretation of any provision of this Agreement, the performance of any Party of its obligations under this Agreement and situations or circumstances in which the Parties are supposed to, but cannot, mutually agree.

The term "**Documentation**" shall mean, with respect to any information technology Services, all program descriptions, desk procedures, materials, documentation, specifications, training manuals, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describes the function and use of such Services, as applicable.

The term "**Effective Date**" shall mean, with respect to a Statement of Work, the date on which the Parties, or their Affiliates, execute such Statement of Work, as set forth in such Statement of Work, or as agreed by the Parties. The Effective Date of the initial Statements of Work shall be the Execution Date.

The term "**Execution Date**" shall have the meaning given it in the preamble to this Agreement.

The term "**Force Majeure Event**" shall mean an event that both: (i) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other governmental action; labor disputes; extraordinary elements of nature or acts of God or other event or condition outside the reasonable control of the Party subject to such failure or delay; and (ii) could not have been prevented by the non-performing Party's commercially reasonable precautions, or could not reasonably be circumvented by the non-performing Party through the use of substitute Services, alternate sources, workaround plans or other means; provided that neither party shall be obligated by this

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Agreement to settle any labor dispute except on terms which may be satisfactory to it in its sole discretion.

The term "**Former Affiliate**" shall mean, with respect to any Affiliate of a Party receiving Services, any such entity or any portion of the business or operations thereof, that has undergone a Change in Control.

The term "**Indemnification Notice**" shall mean a notice to be provided by any Indemnified Party under this Agreement advising the Indemnifying Party of the applicable Claim and providing a description of the nature of the Claim.

The term "**Indemnified Party**" shall mean an entity entitled to indemnification hereunder, including a Party and its Affiliates any Party, and its and their respective shareholders, members, directors, managers, officers, and employees.

The term "**Indemnifying Party**" shall mean a Party required to indemnify an Indemnified Party under this Agreement.

The term "**Initial Term**" shall mean the first three Contract Years of the Term.

The term "**Intellectual Property Rights**" shall mean any and all intangible rights existing from time-to-time under the Law of any jurisdiction, including patent law, copyright law, trade secret law, database rights law, unfair competition law, trademark law, or other similar laws or principles.

The term "**Invention**" shall mean any invention, idea, concept, know-how, or technique that either Party first conceives or reduces to practice in connection with performance of the Services during this Agreement including any invention, idea, concept, know-how, or technique for which a patent application is or could be filed.

The term "**Law**" shall mean all statutes, regulations, directives, ordinances, orders, rulings, agency or court interpretations, or other action of any governmental authority in any jurisdiction in the world, whether currently in force or enacted during the Term.

The term "**Losses**" shall mean all liabilities, awards, judgments, fines, payments in settlement of Claims, and damages (including Taxes), and all related costs and expenses, including reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest, fines and penalties, paid by a Party in connection with a Claim.

The term "**Noticed Dispute**" shall mean a Dispute noticed by a Party to the other Party in accordance with Section 23.4.

The term "**Party**" shall mean each of Boise Paper and Boise Cascade.

The term "**Performance Requirements**" shall mean the performance requirements, service levels, and other obligations set forth in the Agreement and the applicable

Statement of Work that describe the timeframes and other expectations and obligations for performance of the individual tasks comprising the Services.

The term "**Personal Data**" shall mean personally identifiable data about individuals, including sensitive personal data, that are used, received or accessed by Service Provider under this Agreement and that (i) relate to, or are provided by, a Services Recipient shareholder, director, officer, employee, agent, client, claimant, prospect, applicant or customer, or (ii) directly or indirectly relate to Services Recipient's past, present or future employees, contractors, consultants, temporary workers, contingent workers, secondees, clients, claimants, prospects, applicants, customer or dependents of the foregoing or individuals designated by the foregoing as beneficiaries or in other capacities (e.g., under a pension plan, life insurance, as an emergency contact, and the like) or individuals who become or may become entitled to benefits as a result of the operation of law or the rules of any benefit plan.

The term "**Personnel**" shall mean, with respect to a Party, all of such Party's and its contractors' employees, contractors and agents.

The term "**Prime Rate**" means the rate of interest reported under that title from time to time in the Wall Street Journal.

The term "**Proprietary Software**" shall mean, with respect to a Party, any Software owned by such Party.

The term "**Relationship Manager**" shall mean, with respect to a Party, the officer or employee of such Party designated as such from time to time pursuant to section 13.1 hereof.

The term "**Responsible Manager**" shall mean for each Party in respect of each Statement of Work the person so designated in such Statement of Work.

The term "**Service Provider Indemnified Parties**" shall mean Service Provider and its Affiliates and its and their respective shareholders, members, directors, managers, officers, and employees.

The term "**Service Provider Software**" shall mean the Software owned by Service Provider or licensed by Service Provider from third parties (other than from Services Recipient) and used for the benefit of Services Recipient under this Agreement and shall include the Software listed in the applicable Statement of Work.

The term "**Service Provider Third Party Supplier Agreement**" shall mean a third party agreement relating to the Services and to which Service Provider is a party.

The term "**Service Provider**" shall mean, with respect to a particular Statement of Work, the Party, or its Affiliate, that is providing the applicable Services, as set forth in such Statement of Work.

The term "**Services Recipient Indemnified Parties**" shall mean Services Recipient its Affiliates, and its and their respective shareholders, members, directors, managers, officers, and employees.

The term "**Services Recipient**" shall mean, with respect to a particular Statement of Work, the Party that is receiving the applicable Services, as set forth in such Statement of Work.

The term "**Services**" shall mean the professional, business functions, data processing, and other services to be provided hereunder.

The term "**Software Documentation**" shall mean, with respect to any particular Software, its manuals and other documentation regarding the capabilities, operation, installation and use of such Software, including as applicable and available, user manuals, systems operations manuals, console operations manuals, linking instructions, error logs and reports, and other manuals and reports.

The term "**Software**" shall mean any computer programs (including applications, utilities and operating systems software) or databases and related object and source codes, including all related Software Documentation and supporting materials relating thereto and the tangible media upon which such programs, databases, code and Software Documentation and supporting materials relating thereto are recorded or printed, that (i) perform specific data processing tasks or (ii) perform tasks basic to the functioning of any equipment, and any modifications, enhancements, revisions, corrections, improvements, updates, releases supplements, maintenance work-arounds and know-how related thereto, whether in existence as of the Execution Date or created during the Term.

The term "**Statement of Work**" shall have the meaning given it in Section 2.1 hereof.

The term "**Tax**" or "Taxes" shall mean any federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, Services, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, assessment, duty or governmental charge of any kind whatever imposed by any governmental or taxing authority in any jurisdiction worldwide, whether disputed or not, including any interest, penalty or addition thereto.

The term "**Termination Assistance Services**" shall mean the termination, expiration, transition and wind-down assistance Services to be provided by Service Provider to Services Recipient upon expiration or termination of the Agreement, any Statement of Work, or part thereof.

The term "**Work Product**" shall mean all Deliverables, all work product created by Service Provider for Services Recipient in connection with performance of the Services, all derivative works created by Service Provider from Services Recipient's Proprietary Software, its Software Documentation, and Documentation owned by, or licensed from a third party to, Services Recipient; provided, however, that Work Product shall not include any derivative works of Software or other materials owned by Service Provider.

Appendix 23.4

Dispute Resolution Process

Any Noticed Dispute shall be resolved in accordance with the following procedures:

1. Negotiation. Within five (5) days after the effective date of the notice (the **"Notice Date"),** each Party shall designate, in writing to the other Party, the name of one of its senior executive officers who shall be its **"Designated Representative"** in the dispute resolution process. Designation by either party of its Designated Representative shall constitute a representation by such party that its Designated Representative has full power and authority to resolve the Noticed Dispute. Within fifteen (15) days after the Notice Date, each party shall have delivered to the Designated Representative of the other party a written statement of its position. No later than the thirty-fifth (35th) day after the Notice Date, the Designated Representatives shall meet, discuss, and negotiate with respect to the Noticed Dispute for a period not to exceed ten (10) days.

If the Parties are unable to settle the Noticed Dispute through negotiations during the ten (10) day negotiation and discussion period provided for the last sentence of the preceding paragraph by the forty-fifth (45th) day following the Notice Date, the Parties shall mutually appoint a neutral third-party arbitrator. If the Parties are unable to agree upon the neutral third-party arbitrator by the fiftieth (50th) day following the Notice Date, either party may obtain the appointment of a neutral third-party arbitrator by the Chief Judge of the United States District Court for the District of Idaho.

2. Arbitration. Within ten (10) days after appointment of the neutral arbitrator, each Party shall submit a written statement to the neutral arbitrator and to the other Party advocating its position, and each party may, within ten (10) days after receipt of the other Party's statement, submit to the neutral arbitrator and the opposing Party one rebuttal statement. Opening statements shall be no longer than thirty (30) pages of 8 1/2" by 11" paper, and rebuttal statements shall be limited to fifteen (15) pages of 8 1/2" by 11" paper unless otherwise mutually agreed. Within twenty (20) days after submission of the rebuttal statement, on a date and at a place set by the neutral arbitrator, the Designated Representatives shall meet with the neutral arbitrator to negotiate and resolve the Noticed Dispute. Each Designated Representative may make an oral presentation to the neutral arbitrator. The Designated Representatives of both Parties shall be present for such presentations and shall be available at the same location on the following day for arbitrator-sponsored negotiations. If the Parties are unable to reach a settlement of the Noticed Dispute, the neutral arbitrator shall, within twenty (20) days thereafter, deliver in writing to each Party his or her recommended settlement of the Noticed Dispute. Within ten (10) days after receipt of the neutral arbitrator's recommended settlement, the Parties' Designated Representatives shall meet at a time and place set by the neutral

arbitrator and make a final attempt to resolve the Noticed Dispute. If they are unable to do so, the arbitrator shall make a final decision which shall be final and binding upon the Parties.

3. Confidentiality.

3.1. Each Party shall treat all statements, written submissions, and other disclosures made by the other in the course of efforts to resolve the Noticed Dispute (collectively, **"Settlement Information")** as Confidential Information and shall make no disclosure of the Settlement Information to any third party (other than its employees and officers involved in the Noticed Dispute and its counsel and other consultants providing advice in respect of the Noticed Dispute), and it shall require all persons to whom it is permitted to disclose such information to make a similar nondisclosure commitment for the benefit of and enforceable by the Party providing such information. Such nondisclosure obligation shall remain in effect for a period of five (5) years from the date of disclosure. Notwithstanding the foregoing neither Party shall be in breach of the foregoing non-disclosure provisions if (i) the information disclosed by it is or has become, without fault on its part, public information; or (ii) it is required to disclose such information by law (including applicable securities laws) or by the order of any court, administrative tribunal, or regulator issued to it; provided that the disclosing Party shall give notice to the other Party as soon as feasible of the pendency of any request or threat of such required disclosure and cooperate with all efforts the other Party wishes to make to avoid or limit such disclosure or obtain confidential treatment thereof by the persons seeking and ordering such disclosure.

3.2. Prior to commencing the arbitration process, the Parties shall require the neutral arbitrator to sign a confidentiality agreement in which he or she commits, for the benefit of and on a basis which is enforceable by each Party and its respective Affiliates, that he or she will hold the Settlement Information confidential and not disclose it to any Party other than the Parties, their respective Affiliates, counsel, and advisors and agents involved in the Noticed Dispute, except under order of disclosure by a court of competent jurisdiction or pursuant to a written authorization signed by the Party or Parties providing the Settlement Information which is to be disclosed.

4. Fees and Expenses. The Parties shall each pay their own costs and fees associated with the Dispute Resolution Process provided for in this Agreement. The fees and expenses of the neutral arbitrator shall be divided equally by the Parties.

Link download:

https://www.sec.gov/edgar/search/#/q=Exhibit%252010.20&dateRange=all&ciks=0001475448&entityName=BZ%2520INTERMEDIATE%2520HOLDINGS%2520LLC%2520(CIK%25200001475448)

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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập - Tự do - Hạnh phúc

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom – Happiness

HỢP ĐỒNG GIA CÔNG ĐẶT HÀNG

ORDER PROCESSING CONTRACT

Số/No:……

Căn cứ Bộ luật Dân sự số 91/2015/QH13, ngày 14 tháng 11 năm 2015;

Pursuant to the Civil code No. 91/2015/QH13, dated November 14, 2015;

Căn cứ Luật Thương mại số 36/2005/QH11, ngày 14 tháng 6 năm 2005;

Pursuant to the Commercial Law No. 36/2005/QH11, dated June 14, 2005;

Theo nhu cầu của hai bên,

Based on the demand of both parties,

Hôm nay, ngày ... tháng ... năm ..., Tại …… Chúng tôi gồm có:

Today, on date/month/year, At …… We include:

Bên A (Bên đặt hàng) .....

PARTY A: (The Supplier) .....

Địa chỉ : .....

Address : .....

Điện thoại/ *Tel* : .....

Fax : .....

Mã số thuế/ *Tax code* : .....

Tài khoản số/ : .....

Account number

Do ông (bà) : .....

Represented by Mr. /Ms. : .....

Chức vụ : ..... làm đại diện.

Position : ..... *representative*

Bên B (Bên sản xuất gia công).....

PARTY B (The Processor) **.....**

Địa chỉ : .....

Address : .....

Điện thoại/ *Tel* : .....

Fax : .....

Mã số thuế/ *Tax code* : .....

Tài khoản số/ : .....

Account number

Do ông (bà) : .....

Represented by Mr. /Ms. : .....

Chức vụ : ..... làm đại diện.

Position : ..... *representative*

Hai bên thống nhất thỏa thuận với nội dung hợp đồng như sau:

Both parties agree with the following content as below:

ĐIỀU 1: ĐỐI TƯỢNG CỦA HỢP ĐỒNG

ARTICLE 1: SUBJECT MATTER OF CONTRACT

1.1. Tên sản phẩm hàng hóa cần sản xuất: .....

1.1. Name of goods need to be produced: .....

1.2. Quy cách phẩm chất:

1.2. Quality specification:

a) Hàng hóa phải có đầy đủ bản vẽ thiết kế đi kèm;

a) Goods must have fully accompanying design drawing;

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b) Hàng hóa phải mới 100%, nguyên đai, nguyên kiện, không gãy hỏng, không móp méo, đúng kích thước, chủng loại, có đặc tính thẩm mỹ cao theo đúng yêu cầu của Bên A;

Goods must be 100% new, original belt, intact, not broken, not dented, correct size, type, with high aesthetic properties in accordance with Party A's requirements.

c) Hàng hóa phải được xử lý bề mặt sạch sẽ trước khi xi mạ hoặc sơn phủ;

Goods must have need to treat the surface cleanly before plating or painting;

d) ……

e) ……

ĐIỀU 2: NGUYÊN LIỆU CHÍNH VÀ PHỤ

ARTICLE 2: MAIN AND SECONDARY MATERIALS

2.1. Bên A có trách nhiệm cung ứng nguyên vật liệu chính gồm:

2.1. Party A is responsible for supplying the main materials, include:

a) Tên từng loại … Số lượng … Chất lượng ……

a) Name each type of good ... Quantities…... Quality ……

b) Thời gian giao …… Tại địa điểm: ……

Delivery time …… At this address: ……..

c) Trách nhiệm bảo quản: Bên B chịu mọi trách nhiệm về số lượng, chất lượng các nguyên liệu do bên A cung ứng và phải sử dụng đúng loại nguyên liệu đã giao vào sản xuất sản phẩm.

c) Preservation responsibilities: Party B is fully responsible for regarding quantity, quality of materials which Party A provided and the correct type of provided materials must be used to produce the product.

2.2. Bên B có trách nhiệm cung ứng các phụ liệu để sản xuất:

2.2. Party B is responsible to supply the raw material for production:

Tên từng loại …… Số lượng …… Đơn giá (hoặc Quy định chất lượng theo hàm lượng, theo tiêu chuẩn)

……

Name each of the goods …… Quantity …… Unit price (or Quality standard according to content, according to standards)

ĐIỀU 3: QUYỀN VÀ NGHĨA VỤ CỦA BÊN A

ARTICLE 3: RIGHTS AND LIABILITIES OF PARTY A

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3.1. Bên A có các nghĩa vụ sau đây:

3.1. Party A has following liabilities:

a) Cung cấp nguyên vật liệu theo đúng số lượng, chất lượng, thời hạn và địa điểm cho bên B, trừ trường hợp có thoả thuận khác; cung cấp các giấy tờ cần thiết liên quan đến việc gia công;

a) Supply raw materials to the processor strictly in accordance with the agreed quantity, quality, time and place for Party B, unless otherwise agreed by the parties; and to provide necessary documents relating to the processing;

b) Chỉ dẫn cho bên B thực hiện hợp đồng;

b) Provide Party B with instructions as to how to perform the contract;

c) Chịu trách nhiệm đối với tính hợp pháp về quyền sở hữu trí tuệ của hàng hoá gia công, nguyên liệu, vật liệu, máy móc, thiết bị dùng để gia công chuyển cho bên B;

c) To be responsible for the legality of the intellectual property rights over processed goods, raw materials, materials, machinery and equipment for processing handed over to Party B.

d) Trả tiền công theo đúng thoả thuận;

d) Pay agreed fees;

e) Các nghĩa vụ khác theo quy định tại Hợp đồng này và theo quy đinh pháp luật.

e) Other liabilities in accordance to this Contract and as provided by law.

3.2. Bên A có các quyền sau đây:

3.2. Party A has the following rights:

a) Nhận lại toàn bộ sản phẩm gia công, máy móc, thiết bị cho thuê hoặc cho mượn, nguyên, phụ liệu, vật tư, phế liệu, vật tư dư thừa, phế phẩm, theo đúng số lượng, chất lượng, phương thức, thời hạn và địa điểm đã thoả thuận;

a) To take back all processed products, leased or lent machinery and equipment, raw materials, auxiliary materials, supplies and discarded materials after the liquidation of processing contracts, unless otherwise agreed;

b) Cử người đại diện để kiểm tra, giám sát việc gia công tại nơi nhận gia công, cử chuyên gia để hướng dẫn kỹ thuật sản xuất và kiểm tra chất lượng sản phẩm gia công theo thoả thuận trong hợp đồng gia công;

b) To send their representatives to examine and supervise processing activities at processing places, to assign experts to guide production technology and inspect quality of processed products according to agreements in processing contracts;

c) Bán, tiêu hủy, tặng biếu tại chỗ sản phẩm gia công, máy móc, thiết bị cho thuê hoặc cho mượn, nguyên liệu, phụ liệu, vật tư dư thừa, phế phẩm, phế liệu theo thỏa thuận và phù hợp với quy định của pháp luật.

c) To sell, destroy, donate or give as gifts on the spot processed products, leased or lent machinery and equipments, raw materials, auxiliary materials, redundant supplies, faulty products and discarded materials according to agreements and provisions of law;

d) Đơn phương chấm dứt thực hiện hợp đồng và yêu cầu bồi thường thiệt hại khi bên B vi phạm nghiêm trọng hợp đồng;

d) Terminate unilaterally performance of the contract and demand compensation for damage if the processor commits a serious breach of the contract;

e) Trong trường hợp sản phẩm không bảo đảm chất lượng mà bên A đồng ý nhận sản phẩm và yêu cầu sửa chữa nhưng bên B không thể sửa chữa được trong thời hạn đã thoả thuận thì bên A có quyền hủy bỏ hợp đồng và yêu cầu bồi thường thiệt hại;

e) Where the products are not of the agreed quality and Party A accepts the products but requests repairs, but Party B is not able to perform the repairs within the agreed time, Party A has the right to cancel the contract and demand compensation for damage;

f) Các quyền khác theo quy định tại Hợp đồng này và theo quy đinh pháp luật.

f) Other rights in accordance to this Contract and as provided by law.

ĐIỀU 4: QUYỀN VÀ NGHĨA VỤ CỦA BÊN B

ARTICLE 4: RIGHTS AND LIABILITIES OF PARTY B

4.1. Bên B có các nghĩa vụ sau đây:

4.1. Party B has the following liabilities:

a) Bảo quản nguyên vật liệu do bên A cung cấp;

a) Take care of the raw materials supplied by Party A;

b) Cung ứng một phần hoặc toàn bộ nguyên liệu, vật liệu để gia công theo thỏa thuận với bên A về số lượng, chất lượng, tiêu chuẩn kỹ thuật và giá;

b) To supply a part or whole of raw materials and materials for processing as agreed upon with Party A in terms of quantities, quality, technical standards and prices;

c) Báo cho bên A biết để đổi nguyên vật liệu khác, nếu nguyên vật liệu không bảo đảm chất lượng; từ chối thực hiện gia công, nếu việc sử dụng nguyên vật liệu có thể tạo ra sản phẩm nguy hại cho xã hội; trường hợp không báo hoặc không từ chối thì phải chịu trách nhiệm về sản phẩm tạo ra;

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c) Notify Party A to replace any raw materials supplied which are not of the agreed quality; to refuse to perform the processing if the use of the raw materials may create products which pose a danger to society; in cases if there is no notify or no reject must be responsible for the product;

d) Giao sản phẩm cho bên A đúng số lượng, chất lượng, phương thức, thời hạn và địa điểm đã thoả thuận;

d) Deliver the products to Party A strictly in accordance with the agreed quantity, quality, method, time and place.

e) Giữ bí mật các thông tin về quy trình gia công và sản phẩm tạo ra;

e) Keep confidential all information relating to the processing and the products;

f) Chịu trách nhiệm về chất lượng sản phẩm, trừ trường hợp sản phẩm không bảo đảm chất lượng do nguyên vật liệu mà bên A cung cấp hoặc do sự chỉ dẫn không hợp lý của bên A;

f) Bear liability for the quality of the products, unless the lack of quality is due to the raw materials supplied by Party A or due to the unreasonable instructions of Party A;

g) Hoàn trả nguyên vật liệu còn lại cho bên A sau khi hoàn thành hợp đồng;

g) Return any leftover raw materials to Party A after completing performance of the contract;

h) Chịu trách nhiệm về tính hợp pháp của hoạt động gia công hàng hoá trong trường hợp hàng hoá gia công thuộc diện cấm kinh doanh, cấm xuất khẩu, cấm nhập khẩu;

h) To be responsible for the legality of goods processing activities in cases where goods being processed are those banned from business, export or import;

i) Các nghĩa vụ khác theo quy định tại Hợp đồng này và theo quy đinh pháp luật.

i) Other rights in accordance to this Contract and as provided by law.

4.2. Bên B có các quyền sau đây:

4.2 Party B has the following rights:

a) Yêu cầu bên A giao nguyên vật liệu đúng chất lượng, số lượng, thời hạn và địa điểm đã thoả thuận;

a) Require Party A to deliver the raw materials strictly in accordance with the agreed quality, quantity, time and place.

b) Từ chối sự chỉ dẫn không hợp lý của bên A, nếu thấy chỉ dẫn đó có thể làm giảm chất lượng sản phẩm, nhưng phải báo ngay cho bên A;

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b) Refuse to comply with unreasonable instructions of the supplier where the processor is of the view that [compliance with] such instructions could decrease the quality of the products provided that the processor immediately informs Party A;

c) Yêu cầu bên A trả đủ tiền công theo đúng thời hạn và phương thức đã thoả thuận;

c) Require Party A to make payment of the fees in full, at the time and by the method as agreed;

d) Các quyền khác theo quy định tại Hợp đồng này và theo quy đinh pháp luật.

d) Other rights in accordance to this Contract and as provided by law.

ĐIỀU 5: THỜI GIAN SẢN XUẤT VÀ GIAO SẢN PHẨM

ARTICLE 5: PRODUCTION AND DELIVERY TIME

5.1. Bên B bắt đầu sản xuất từ ngày: ……

5.1. Party B starts production from the date: ……

Trong quá trình sản xuất bên A có quyền kiểm tra và yêu cầu bên B sản xuất theo đúng mẫu sản phẩm đã thỏa thuận bắt đầu từ ngày đưa nguyên liệu vào sản xuất (nếu cần).

During the production process, Party A has the rights to examine and request Party B to produce according to the agreed product model starting from the date the raw materials are put into production (if necessary).

Thời gian giao nhận sản phẩm: ……

Product delivery time: ……

5.2. Nếu giao theo đợt thì:

5.2. If delivered in times:

a) Đợt 1: Ngày …… địa điểm ……

a) Phase 1: Dated …… Location ……

b) Đợt 2: Ngày …… địa điểm ……

b) Phase 2: Dated …… Location ……

c) Đợt 3: Ngày ……... địa điểm ……

c) Phase 3: Dated …… Location ……

Nếu bên A không nhận đúng thời gian sẽ bị phạt lưu kho là ……. đồng/ngày. Nếu bên B không giao hàng đúng thời gian địa điểm sẽ phải bồi thường các chi phí ……

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If Party A does not receive on time, the storage penalty will be ……. VND/day. If Party B does not deliver the goods on time, the location will have to compensate the costs ……

ĐIỀU 6: THANH TOÁN

ARTICLE 6: PAYMENT

6.1. Thời gian thanh toán/*Payment term*:

a) Đợt 1: Tạm ứng …….. đồng *(Bằng chữ: …..)* trong vòng 01 ngày sau khi Hợp đồng được ký kết.

a) Phase 1: Advance the payment of …….. VND (In word: …..) within 01 day after the Contract is signed.

b) Đợt 2: Sau khi Bên B gia công xong phần kết cấu có thể vận hành thử, hai bên tiến hành nghiệm thu sản phẩm (trước khi gia công lắp ráp các phần phụ, trang trí…. thì Bên A thanh toán thêm cho Bên B thêm……. đồng).

b) Phase 2: Upon completion of the structural fabrication by Party B and the successful trial operation, both parties shall proceed with the pre-acceptance of the product. (Before the fabrication and assembly of auxiliary parts, decorations, etc., Party A shall make an additional payment to Party B of……. VND).

c) Đợt 3: Sau khi Bên B đã hoàn thành thành phần, hai bên đã tiến hành nghiệm thu, vận hành thử nghiệm, số tiền còn lại Bên A sẽ thanh toán cho Bên B trong vòng …… ngày kể từ ngày nghiệm thu.

c) Phase 3: After Party completes the …., both parties shall proceed with the pre-acceptance, trial operation, the remaining amount Party A shall make payment to Party B within ….. day from the date of pre-acceptance.

6.2. Hình thức thanh toán: Thanh toán bằng tiền mặt hoặc chuyển khoản.

6.2. Payment method: Pay can be made in cash or bank transfer.

ĐIỀU 7: TRÁCH NHIỆM DO VI PHẠM HỢP ĐỒNG

ARTICLE 7: LIABILITIES FOR BREACH OF CONTRACT

7.1. Nếu Bên B không giao hàng đúng hạn hoặc không tuân theo lịch giao hàng hoặc chất lượng hàng giao không đúng như cam kết trong hợp đồng, ngoài trừ những trường hợp bất khả kháng, thì Bên B sẽ chịu phạt vi phạm với mức phạt bằng 8% giá trị hợp đồng bị vi phạm. Bên B sẽ chịu trách nhiệm thanh toán tiền phạt ngay sau khi nhận được yêu cầu thanh toán từ Bên A.

7.1. If Party B shall not deliver on time or not comply with delivery schedules or goods quality are not as committed in the contract, except in the case of an event of force

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majeure, Party B, Party B shall incur a penalty for breach of contract at a rate of 8% of the value of the breached contract. Party B shall be responsible for paying the penalty immediately upon receiving a payment request from Party A.

7.2. Trong trường hợp việc giao hàng chậm quá …. ngày thì Bên A có quyền hủy bỏ hoặc chấm dứt hợp đồng. Dù Bên A hủy bỏ hoặc chấm dứt hợp đồng thì Bên B vẫn phải thanh toán toàn bộ tiền phạt vi phạm cho những ngày giao hàng chậm trễ thì quy định tại khoản 7.1 nêu trên.

7.2. In cases the delivery time is delayed by more than …. days, Party A has the right to cancel or terminate the contract. Regardless of whether Party A cancels or terminates the contract, Party B is still required to pay the full penalty for the delayed delivery days as stipulated in Clause 7.1 above.

7.3. Nếu Bên B vi phạm nghĩa vụ đảm bảo chất lượng hàng hóa gia công, tùy theo quyết định của Bên A, Bên B có nghĩa vụ (làm lại, giảm giá, sửa chữa, bồi thường nguyên vật liệu v.v…).

7.3. If Party B fails to perform to ensure the quality of processing product, depending on the decision of Party A, Party B has an obligation to (redo, reduce the price, repair, compensate for materials, etc.).

7.4. Nếu bất kỳ bên nào không thực hiện đúng trách nhiệm hoặc vi phạm bất cứ điều khoản nào như đã nêu trong hợp đồng (gọi là bên vi phạm hợp đồng), thì bên vi phạm hợp đồng sẽ đền bù cho bên kia tất cả các tổn thất thực tế và/hoặc các phí tổn cho bên bị thiệt hại gặp phải gây ra bởi sự phá vỡ hoặc hoặc không thực hiện đúng các bên vi phạm hợp đồng.

7.4. If either party fails to fulfill its responsibilities or breaches any terms as stated in the contract (referred to as the breaching party), the breaching party shall compensate the other party for all actual losses and/or expenses incurred by the non-breaching party due to the breach or failure to perform by the breaching party.

ĐIỀU 8. CÁC TRƯỜNG HỢP CHẤM DỨT HỢP ĐỒNG

ARTICLE 8. TERMINATION OF CONTRACTS CASES

8.1. Hợp đồng này sẽ được chấm dứt trong các trường hợp sau:

8.1. This contract will be terminated in any of the following cases:

a. Hai Bên đã hoàn tất các nghĩa vụ theo Hợp đồng này;

a. The fulfillment of all obligations of the Parties provided in this Contract;

b. Hai Bên thỏa thuận chấm dứt Hợp đồng. Trong trường hợp này, việc giải quyết hậu quả của việc chấm dứt Hợp đồng sẽ theo thỏa thuận của Hai Bên;

b. Both parties agreed to terminate this Contract. In this case, the resolution of the consequences of contract termination shall be in accordance with the agreement between both parties.

c. Một trong Hai Bên bị giải thể, chấm dứt hoạt động hoặc lâm vào tình trạng phá sản. Trong trường hợp này, việc giải quyết hậu quả của việc chấm dứt Hợp đồng sẽ theo quy định pháp luật về giải thế, phá sản doanh nghiệp;

c. One of Both parties is dissolved, shut down or fell into bankruptcy. In this case, the resolution of the consequences of contract termination shall be in accordance with dissolved, bankruptcy laws;

d. Xảy ra sự kiện bất khả kháng như quy định tại Điều 9 Hợp đồng;

d. A force majeure event occurs as prescribed as Article 9 of Contract;

e. Chấm dứt do một bên vi phạm Hợp đồng.

e. Termination due to a Party's breach of contract.

8.2. Việc chấm dứt Hợp đồng này vì bất cứ lý do nào cũng không giải phóng Hai Bên khỏi các nghĩa vụ còn tồn đọng và hoặc các công việc phải thực hiện cũng như bất kỳ trách nhiệm thanh toán, hoàn trả hoặc bồi thường thiệt hại và/hoặc phải chịu phạt vi phạm do vi phạm đã xảy ra trước ngày chấm dứt Hợp đồng.

8.2. The termination of this Contract for any reason does not release either Party from any outstanding obligations or tasks to be performed, nor from any payment, reimbursement, or compensation responsibilities, and/or penalties for breaches that occurred before the termination date of the Contract.

8.3. Trong trường hợp có bất kỳ điều khoản nào của Hợp đồng này bị cơ quan Nhà nước có thẩm quyền hoặc Tòa án có thẩm quyền tuyên bố vô hiệu thì:

8.3. In case if have any regulation of this Contract is declared invalid by competent State agency or competent Court:

a. Các điều khoản khác trong Hợp đồng sẽ không bị ảnh hưởng bởi việc tuyên bố vô hiệu đó và vẫn sẽ giữ nguyên hiệu lực và ràng buộc của Hai Bên; và

a. Other provisions of the Contract will not be affected by such a declaration of invalidity and will remain in full force and binding upon both Parties; and

b. Hai Bên sẽ thỏa thuận và thay thế điều khoản mới có hiệu lực theo pháp luật Việt Nam và phù hợp để các lợi ích và quyền lợi của Hai Bên theo Hợp đồng này được đảm bảo;

b. The Parties will negotiate and replace the invalid clause with a new one that is valid under Vietnamese law and suitable to ensure that the benefits and rights of both Parties under this Contract are protected;

c. Hai Bên thống nhất xử lý trong trường hợp Hợp đồng vô hiệu: […]

c. The Parties agree on the resolution in the cases the Contract is declared invalid: […]

ĐIỀU 9: SỰ KIỆN BẤT KHẢ KHÁNG

ARTICLE 9: FORCE MAJEURE EVENT

9.1. Sự kiện bất khả kháng có nghĩa là những sự kiện nằm ngoài sự kiểm soát của các Bên, không thể lường trước được khiến cho bất cứ Bên nào hoặc cả Hai bên không thể thực hiện nghĩa vụ của mình theo Hợp đồng này: Sự cấm đoán, hành vi hoặc sự trì hoãn của Chính phủ, của chính quyền địa phương; bạo loạn, chiến tranh, tình trạng khẩn cấp của Quốc gia (cho dù có tuyên bố hay không) bạo động hoặc đình công, động đất hoặc các thiện tai khác; Sự thay đổi của chính sách, pháp luật và tất cả các sự kiện khác nằm ngoài tầm kiểm soát của các Bên ("Sự Kiện Bất Khả Kháng").

9.1. Force Majeure Event refers to events beyond the control of the Parties, unforeseeable, which prevent any Party or both Parties from fulfilling their obligations under this Contract: prohibitions, acts or delays of the Government, local authorities; riots, wars, national emergencies (whether declared or not), civil commotions or strikes, earthquakes or other natural disasters; changes in policies, laws, and all other events beyond the control of the Parties ("Force Majeure Event").

9.2. Trường hợp một Bên bị trì hoãn hoặc cản trở thực hiện các nghĩa vụ của mình theo Hợp Đồng do Sự Kiện Bất Khả Kháng ("Bên Bị Ảnh Hưởng"), Bên Bị Ảnh Hưởng phải:

9.2. In the event that a Party is delayed or hindered in fulfilling its obligations under the Contract due to a Force Majeure Event ("Affected Party"), the Affected Party must:

(i) thông báo bằng văn bản tới Bên còn lại về Sự Kiện Bất Khả Kháng và những chứng cứ hợp lý của sự kiện này.

(i) Provides a written notification to the other Party of Force Majeure Event and reasonable evidence of this Event.

(ii) gửi thông báo bằng văn bản tới Bên còn lại thông báo về sự trì hoãn hoặc trở ngại này sớm nhất trong khả năng có thể và xác định ngày bắt đầu và mức độ của sự trì hoãn hoặc trở ngại này, nguyên nhân của sự trì hoãn hoặc trở ngại này và thời gian ước tính của sự trì hoãn hoặc trở ngại này.

(ii) Provides a written notification to the other Party at the earliest possible time, specifying the start date and extent of the delay or hindrance, the cause of the delay or hindrance, and the estimated duration of the delay or hindrance.

(iii) sử dụng tất cả những nỗ lực hợp lý để giảm thiểu tới mức thấp nhất tác động của sự trì hoãn hoặc trở ngại này đến việc thực hiện các nghĩa vụ theo quy định tại Hợp Đồng này; và

(iii) Make all reasonable efforts to minimize the impact of the delay or hindrance on the performance of obligations under this Contract; and

(iv) tiếp tục thực hiện các nghĩa vụ của mình sớm nhất có thể sau khi loại bỏ được lý do gây ra sự trì hoãn hoặc trở ngại này.

(iv) ...resume fulfilling its obligations as soon as possible after the cause of the delay or hindrance has been removed.

9.3. Khi xảy ra Sự kiện bất khả kháng, thời hạn để thực hiện nghĩa vụ bị chậm trễ do bị ảnh hưởng của Sự kiện bất khả kháng sẽ được kéo dài tương ứng với thời gian tồn tại của Sự kiện bất khả kháng mà Bên chịu ảnh hưởng không thể thực hiện các nghĩa vụ theo Hợp đồng này. Nếu sau ba (03) tháng liên tiếp, kể từ ngày xảy ra Sự kiện bất khả kháng mà Bên chịu ảnh hưởng không thể tiếp tục thực hiện nghĩa vụ của mình thì một trong các bên có quyền chấm dứt và tiến hành thanh lý Hợp đồng này.

9.3. In the event of a Force Majeure Event, the time for performing obligations delayed due to the Force Majeure Event shall be extended correspondingly to the duration of the Force Majeure Event during which the Affected Party is unable to perform its obligations under this Contract. If, after three (03) consecutive months from the occurrence of the Force Majeure Event, the Affected Party is still unable to perform its obligations, either party has the right to terminate and liquidate this Contract.

ĐIỀU 10. THÔNG BÁO

ARTICLE 10: NOTIFICATIONS

10.1. Bất kỳ thông báo, yêu cầu, thông tin, mọi thay đổi về trách nhiệm, nghĩa vụ và quyền lợi trong các điều khoản đã thỏa thuận, khiếu nại phát sinh liên quan đến Hợp đồng này phải được lập thành văn bản bằng Tiếng Việt và gửi đến các địa chỉ ở phần đầu Hợp đồng này hoặc địa chỉ thay đổi sau này theo thông báo của Hai Bên.

10.1. Any notice, request, information, changes in responsibilities, obligations, and rights under the agreed terms, or claims arising in connection with this Contract must be made in writing in Vietnamese and sent to the addresses specified at the beginning of this Contract or any subsequent address changes as notified by the Parties.

10.2. Trong trường hợp không có thỏa thuận khác, tất cả các thông báo sẽ được gửi qua bưu điện hoặc giao trực tiếp. Khi bưu điện không phát thư được vì bất kỳ lý do gì thì Bên thông báo sẽ thông tin cho Bên kia được biết và gửi thông báo bằng fax hoặc thư điện tử cho Bên kia. Trong một số trường hợp đặc biệt khẩn cấp, một trong Hai Bên đồng ý hình thức thông báo cho Bên kia bằng điện thoại trực tiếp.

10.2. Unless otherwise agreed, all notifications shall be sent by postal mail or delivered in person. If postal delivery is not feasible for any reason, the notifying Party shall inform

the other Party and send the notification via fax or email. In urgent cases, both Parties may agree to notify each other directly by telephone.

10.3. Hai Bên thống nhất rằng, các thông báo, yêu cầu, thông tin, khiếu nại được coi là đã nhận nếu đúng địa chỉ, đúng tên người nhận, đúng hình thức thông báo theo thỏa thuận tại Khoản 1,2 nêu trên và thời gian được xác định như sau:

10.3. Both Parties agree that notifications, requests, information, and claims shall be deemed received if sent to the correct address, to the correct recipient's name, using the agreed method of notification as outlined in Clause 1.2 above, and within the specified timeframe as follows:

a. Khi giao trực tiếp: là ngày gửi và có chữ ký của người nhận thông báo;

a. For hand-delivery: the date of sending with the signature of the recipient;

b. Khi gửi qua bưu điện: sau 02 (hai) ngày làm việc kể từ ngày đóng dấu bưu điện đến;

b. For postal mail: within 2 (two) working days from the date of postmark;

c. Khi gửi qua fax: là thời điểm Bên đó nhận được được tín hiệu chuyển fax thành công;

c. For fax: at the time when the receiving party successfully receives the fax transmission signal;

d. Trong các trường hợp này, nếu ngày tương ứng rơi vào ngày chủ nhật hoặc ngày lễ của Việt Nam thì các thông báo, yêu cầu, khiếu nại hoặc thư từ giao dịch… nói trên sẽ được xem như bên kia nhận được vào ngày kế tiếp.

d. In these cases, if the corresponding date falls on a Sunday or a public holiday in Vietnam, the notifications, requests, claims, or transaction letters mentioned above shall be deemed received on the next working day.

10.4. Hai Bên phải thông báo bằng văn bản cho nhau biết nếu có đề nghị thay đổi địa chỉ, hình thức, tên người nhận thông báo…Nếu Bên có thay đổi không thông báo lại cho Bên kia biết thì Bên gửi thông báo không chịu trách nhiệm về việc Bên có thay đổi không nhận được các văn bản thông báo.

10.4. Both Parties must notify each other in writing if there is a request to change the address, method, recipient's name for notifications... If a Party makes changes without notifying the other Party, the notifying Party is not responsible if the changed Party does not receive the notification documents.

ĐIỀU 11. BẢO MẬT

ARTICLE 11: CONFIDENTIAL

11.1. Tại Hợp đồng này, các Thông Tin Mật được hiểu là toàn bộ các thông tin của bất kỳ Bên nào, bao gồm nhưng không giới hạn toàn bộ các thông tin về hoạt động kinh

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doanh, thông tin tài chính, cơ cấu tổ chức, thông tin khách hàng, thông tin tiếp thị, bí quyết và bí mật kinh doanh liên quan đến hoạt động của Bên đó, thông tin liên quan đến việc hợp tác theo hợp đồng này hay việc kinh doanh.

11.1. In this Contract, Confidential Information shall be understood to mean all information of any Party, including but not limited to business operations, financial information, organizational structure, customer's information, marketing information, trade secrets, and proprietary business information related to the Party's operations, cooperation under this Contract, or business activities.

11.2. Một Bên đảm bảo, thừa nhận và cam kết với Bên kia rằng: Tất cả các Thông Tin Mật sẽ được sử dụng duy nhất cho mục đích của Hợp đồng này; được bảo mật tuyệt đối; không được sao chép trừ trường hợp thật sự cần thiết trong phạm vi được ủy quyền; và được hoàn trả và/hoặc hủy bỏ sau khi chấm dứt Hợp đồng.

11.2. One Party guarantees, acknowledges, and commits to the other Party that: All Confidential Information shall be used solely for the purposes of this Contract; it shall be kept strictly confidential; it shall not be copied except where genuinely necessary within authorized scope; and it shall be returned and/or destroyed upon termination of the Contract.

11.3. Nghĩa vụ bảo mật thông tin nêu tại Điều này không được áp dụng cho bất kỳ thông tin nào: (i) là hoặc trở thành một phần của thông tin đã được phổ biến ra công chúng trừ trường hợp thông tin bị tiết lộ là hậu quả của việc vi phạm nghĩa vụ bảo mật thông tin quy định tại Hợp đồng này; hoặc (ii) đã được thể hiện trong các báo cáo có trước ngày Hợp đồng này có hiệu lực; hoặc (iii) được tiết lộ một cách độc lập từ một Bên thứ ba có quyền được tiết lộ những thông tin này; hoặc (iv) buộc phải tiết lộ theo quy định của pháp luật hiện hành hoặc theo yêu cầu của tòa án hoặc cơ quan nhà nước có thẩm quyền.

11.3. The obligation to maintain confidentiality as stated herein shall not apply to any information that: (i) is or becomes part of the public domain, except where such disclosure results from a breach of the confidentiality obligation under this Contract; or (ii) has been expressed in reports predating the effective date of this Contract; or (iii) is independently disclosed by a third party with the right to disclose such information; or (iv) is required to be disclosed pursuant to current legal regulations or by order of a court or competent governmental authority.

11.4. Nếu một Bên vi phạm quy định về bảo mật thông tin và không khắc phục trong thời hạn 30 ngày kể từ ngày nhận được thông báo của Bên bị vi phạm, hoặc vi phạm lần 2 thì Bên bị vi phạm có quyền chấm dứt Hợp đồng này, sau khi thông báo bằng văn bản cho Bên vi phạm.

11.4. If a Party breaches the confidentiality provisions and fails to remedy the breach within 30 days from the date of receiving notice from the aggrieved Party, or if there is

a second breach, the aggrieved Party has the right to terminate this Contract by providing written notice to the breaching Party.

ĐIỀU 12. GIẢI QUYẾT TRANH CHẤP

ARTICLE 12. DISPUTE RESOLUTION

Mọi tranh chấp phát sinh từ hoặc liên quan đến Hợp đồng này sẽ được giải quyết bằng trọng tài tại Trung tâm Trọng tài Thương mại Miền Trung (MCAC) theo Quy tắc Tố tụng trọng tài của Trung tâm này.

Any dispute arising out of or in connection with this Contract shall be resolved by arbitration at the Middle Commercial Arbitration Center (MCAC) in accordance with its Arbitration Rules.

ĐIỀU 13. ĐIỀU KHOẢN CHUNG

ARTICLE 13. GENERAL TERM

13.1. Hợp đồng này được giải thích và hiểu theo pháp luật Việt Nam.

13.1. This contract shall be explained and understood in accordance with Vienam law.

13.2. Các bên cam kết thực hiện đúng và đầy đủ tất cả các điều khoản của Hợp đồng. Các điều khoản, nội dung công việc cam kết trong Hợp đồng khi cần có thể được sửa đổi, bổ sung, lập phụ lục thỏa thuận Hợp đồng giữa Hai bên. Bất kỳ sự sửa đổi, bổ sung hoặc lập Phụ lục Hợp đồng phải được lập thành văn bản, có chữ ký của Hai bên và là một bộ phận không thể tách rời của Hợp đồng.

13.2. The parties commit to fully and faithfully execute all provisions of the Contract. Contract terms and job content commitments may be amended, supplemented, or supplemented with an annex to the contract between the two parties. Any amendment, supplementation, or annex to the Contract must be in writing, signed by both parties, and an integral part of the Contract that cannot be separated.

13.3 Hợp đồng này có hiệu lực kể từ ngày Hai Bên ký kết. Hợp đồng này là toàn bộ thỏa thuận giữa các bên và thay thế bất kỳ thỏa thuận, cam kết, sắp xếp, thông đạt hoặc diễn đạt ý định nào mà có liên quan đến nội dung Hợp đồng này. Hợp đồng này được xem là kết thúc khi có Biên bản thanh lý Hợp đồng được đại diện hợp pháp của 02 Bên ký kết.

13.3. This Contract shall be effective from the date both Parties sign it. This Contract constitutes the entire agreement between the parties and supersedes any prior agreements, commitments, arrangements, understandings, or expressions of intent relating to the subject matter of this Contract. This Contract shall be deemed terminated upon the execution of a Contract Liquidation Minutes signed by the authorized representatives of both Parties.

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13.4. Hợp đồng này được lập thành 04 (bốn) bản tiếng Việt có giá trị pháp lý như nhau; mỗi Bên giữ 02 (hai) bản.

13.4. This Contract is made in 04 (four) copies in Vietnamese, each having equal legal validity; each Party retains 02 (two) copies.

13.5. Hợp đồng này được ký bởi đại diện có thẩm quyền của các Bên vào ngày được nêu ở phần đầu.

13.5. This Contract is signed by the authorized representatives of the Parties on the date specified at the beginning.

CÁC THỎA THUẬN KHÁC (Nếu có)

OTHER AGREEMENT *(If any)*

.....
.....
.....

ĐẠI DIỆN BÊN A	**ĐẠI DIỆN BÊN B**
REPRESENTATIVES OF PARTY A	***REPRESENTATIVES OF PARTY b***
Chức vụ	Chức vụ
(Ký tên, đóng dấu)	(Ký tên, đóng dấu)
Position	*Position*
(Signed, sealed)	*(Signed, sealed)*

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OEM Agreement Template

This OEM Agreement ("Agreement") is entered into on [Date], by and between:

OEM Manufacturer: [Full Legal Name / Company Name]

Address: [Address]

Contact: [Phone, Email]

Buyer/Brand Owner: [Full Legal Name / Company Name]

Address: [Address]

Contact: [Phone, Email]

Together referred to as the "Parties."

1. Scope of Agreement

The Manufacturer agrees to produce and supply the products described in **Schedule A (Product Specifications)** in accordance with the Buyer's requirements and branding guidelines.

2. Orders and Forecasting

- Buyer shall provide purchase orders specifying quantities, delivery dates, and destinations.
- Manufacturer shall confirm acceptance within [X] business days.
- Forecasts provided by Buyer are non-binding but used for production planning.

3. Pricing and Payment

- Prices shall be set forth in **Schedule B (Pricing Terms)** and remain valid for [X months/years].
- Payment terms: [e.g., Net 30 days from invoice].
- Late payments may incur interest at [X%] per month.

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4. Delivery and Risk of Loss

- Manufacturer shall deliver products in accordance with the agreed schedule.
- Risk of loss shall transfer to Buyer upon [delivery FOB shipping point / upon receipt].
- Delays caused by force majeure shall not constitute breach.

5. Quality Assurance

- Manufacturer warrants that all products conform to agreed specifications and are free from defects.
- Buyer may conduct inspections at Manufacturer's facilities upon reasonable notice.

6. Intellectual Property and Branding

- Buyer retains ownership of trademarks, trade names, and branding used on products.
- Manufacturer may not use Buyer's IP for any purpose other than fulfilling this Agreement.
- Any improvements or modifications shall be owned by [specify Party].

7. Confidentiality

Both Parties agree to maintain confidentiality of technical, business, and pricing information shared under this Agreement.

8. Warranties and Indemnification

- Manufacturer warrants compliance with all applicable laws and safety standards.
- Manufacturer shall indemnify Buyer against claims arising from defective products or non-compliance.
- Buyer shall indemnify Manufacturer for claims related to branding or marketing materials supplied by Buyer.

9. Minimum Purchase Commitments

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Buyer agrees to purchase at least [X units/value] annually. Failure to meet minimum commitments may result in renegotiation or termination.

10. Term and Termination

- This Agreement begins on [Start Date] and continues for [X years].
- Either Party may terminate for material breach with [30/60] days' written notice.
- Upon termination, outstanding orders shall be fulfilled unless otherwise agreed.

11. Governing Law

This Agreement shall be governed by the laws of [State/Country].

12. Entire Agreement

This document contains the full understanding between the Parties and supersedes all prior discussions.

Signatures

Manufacturer: _____Date: _____

Name/Title: _____

Buyer/Brand Owner:_____Date: _____

Name/Title: _____

Link download: https://ailawyer.pro/templates/oem-agreement

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Music Production Agreement

State of Alabama

This Production Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____ ("Producer"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____ and

_____ ("Client"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

Producer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to engage Producer for the production of music, as defined further below;

WHEREAS, Producer has the skills, qualifications, and expertise required to provide the production services ("Production Services," as defined further below) to Client;

WHEREAS, Producer wishes to render such Production Services to Client;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Production Services" shall be used to refer to the following specific services that theProducer will provide to the Client under the terms and conditions set forth herein:

_____

The Production Services will specifically include the ability and responsibility of the Producer to deal with all requisite third parties, including, but not limited to, securing the rights to any intellectual property needed to complete production of the Work.

The Production Services specifically include publicity and marketing for the Work.

B) "Project" shall be used to refer to the particular project that the Parties will be workingon together, specifically:

_____

C) "Work" shall be used to refer to the completed work product provided by Producer toClient at the completion of this Project.

D) "Commencement Date" shall be used to refer to the date the Producer begins workon the Production Services for the Client. The Commence Date shall be _____.

E) "Completion Date" shall be used to refer to the date that the Producer will complete orcease the provision of Production Services to the Client. The Completion Date will be _____.

F) "Minimum Required Time" shall be used to refer to the minimum amount of time thatthe Producer must devote to the provision of Production Services under the terms of this Agreement.

The Producer will keep the Client apprised of how much time is being spent on the provision of Production Services, and will provide a breakdown of time upon Client's Request. If the Producer dedicates more than the Minimum Required Time to the provision of Production Services, the Fees will not be increased unless prior written approval is given by the Client and any such increase has been agreed to by both Parties. If the Producer does not spend at least the Minimum Required Time in providing the Production Services, the Fees will be reduced pro-rata for the percentage of the Minimum Required Time actually completed, or otherwise in accordance with the terms and conditions of this Agreement, unless otherwise agreed.

G) "Key Dates" shall be used to refer to specific dates during the time period that theProduction Services are being rendered that the Producer agrees to meet specific events or deadlines. The Key Dates will be as follows:

_____

H) "Fees" shall be used to refer to the payment Client will pay to Service Provide for therendering of the Production Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Production Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Producer hereby agrees to render the Production Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, and Client agrees to pay Producer the Fees required for the Production Services.

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Article 3 - SPECIFICATIONS:

The Project shall have the following required specifications:

_____

Article 4 - FEES:

The Client agrees to pay the Service Provide the required Fees, as outlined elsewhere in this Agreement, for the provision of the Production Services, subject to the following terms and conditions:

A) Invoice Interval: The Producer will be entitled to invoice the client at the followingtime period: Weekly.

B) Invoice Period: The Client shall have the following time period in which to pay theProducer's invoice:

_____

C) Method of Payment: Producer will accept the following forms of payment:

_____

D) Expenses: The Producer is permitted to charge for all reasonable and necessarycosts and expenses incurred in performing the Production Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.

E) Penalties: If the Client does not pay the invoiced and required amount by thedate stated in the invoice or as otherwise provided for in this Agreement, the Producer shall be entitled to:

I) charge interest on the outstanding amount at the rate of 50%, yearly (fiftypercent, yearly);

II) require Client to pay for the Production Services, or any remaining part of the Production Services, in advance;

III) cease performance of the Production Services completely or until payment ismade, at the Producer's sole and exclusive discretion.

F) Tax Statement: Any and all charges payable under this Agreement are exclusiveof taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Producer shall be the sole and exclusive responsibility of each, respectively.

ROYALTIES: Along with the Fees as described herein, Producer will also be paid entitled to the following royalties:

_____

Article 5 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Producer acknowledges and agrees that all work done by Producer for Client, including the finished production Project, shall be considered "work-made-for-hire" and shall be the sole and exclusive intellectual property of the Client. Client shall maintain all rights to ownership, control, licensing, and exploitation of the completed Work.

Additionally, Producer may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Production Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Producer in connection with the provision of Production Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Producer to assist in the provision of Production Services, that was not created by Producer pursuant to this Agreement, shall belong to the Client.

CREDITS: The Parties may separately agree, in a signed writing, as to the credits that will be visible at the completion of the Work.

Article 6 - BUDGET:

The total budget for the Project, exclusive of the compensation paid to Producer under the terms of this Agreement, is as follows: $2 (two US dollars). Producer is entitled to spend the budget as necessary for the Project, in a reasonable manner.

Article 7 - WARRANTIES:

The Producer represents and warrants that it will perform the Production Services using reasonable care and skill for a Producer in their field and that any end products or materials given by the Producer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 8 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Producer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 9 - INDEMNITY:

Client hereby agrees to indemnify Producer, and all of Producer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Client, related to or arising out of the Partes' relationship as outlined in this Agreement.

Producer hereby agrees to indemnify Client, and all of Client's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Producer related to or arising out of the Parties' relationship as outlined in this Agreement.

This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 10 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Producer of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Producer will be in breach of the Agreement.

Article 11 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party commits a material breach of any term of this Agreement that isnot capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

II) if the other party becomes unable to perform its duties hereunder, including aduty to pay or a duty to perform;

III) if the other party or its employees or agents engage in any conduct prejudicial tothe business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Producer if the Client fails to pay anyrequisite Fees within seven (7) days after the date they are due. The Producer may terminate the Agreement immediately, with no notice period, in writing.

C) This Agreement may be terminated by the Client if the Producer fails to meet deadlines or fails render adequate Production Services (in the Client's sole and exclusive discretion). Client may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Production Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Producer related to the rendering of Production Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 12 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the lawsof the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to thisAgreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not beassigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by bothParties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have beenwaived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F)

G)

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreementbetween the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall notbe construed to limit or otherwise affect the terms of this Agreement.

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of whichshall constitute a single agreement.

K) FORCE MAJEURE: Producer is not liable for any failure to perform due tocauses beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be

given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Producer:

_____

Client:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Date:_____

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Date:_____

Link download: https://www.wonder.legal/us/modele/production-agreement

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