

24th May 2023

Vandagraph Sensor Technologies Ltd (VST) and Viamed Ltd Agreement

SUPPLY AGREEMENT

This Supply Agreement (the "Agreement") is entered into between Viamed Ltd and Vandagraph Sensor Technologies Ltd (VST Ltd), collectively referred to as the "Parties," on this [date] (the "Effective Date").

1. Scope of Agreement

1.1 Viamed Ltd agrees to provide certain services to VST Ltd as outlined in this Agreement. VST Ltd agrees to purchase these services from Viamed Ltd.

1.2 The services provided by Viamed Ltd include but are not limited to:

- a) Employment of staff and payment of all related staff costs, including wages, PAYE, National Insurance, pension contributions, etc.
- b) Payment of rent, rates, utilities, insurance, repairs, and maintenance of the building, grounds, and equipment.
- c) Booking and processing of VST Ltd's stock from couriers to shelves, ensuring timely and accurate placement.
- d) Provision of warehouse space and use of Viamed Ltd's racking system for storing VST Ltd's stock.
- e) Ownership and provision of computers, accessories, and internal computer software system - Intrastats.
- f) Provision of labels for barcode tracking, stationary, and packaging materials.
- g) Negotiation of a favorable courier rate for both Viamed Ltd and VST Ltd.

2. Stock and Supplies

2.1 VST Ltd shall be responsible for the purchase, ownership, and management of its own stock.

2.2 VST Ltd shall maintain its own customer list and manage all customer-related activities independently.

2.3 VST Ltd shall be responsible for purchasing its own accounts package and settling UPS courier invoices.

2.4 VST Ltd is free to choose and engage its own suppliers for the procurement of goods and services, separate from Viamed Ltd's suppliers.

3. Financial Arrangements

3.1 VST Ltd shall pay Viamed Ltd a monthly administration charge for the services provided as specified in this Agreement. The amount and payment terms shall be mutually agreed upon by the Parties.

4. Term and Termination

4.1 This Agreement shall commence on the Effective Date and continue until terminated by either Party.

4.2 Either Party may terminate this Agreement by providing written notice to the other Party with a reasonable notice period.

4.3 Upon termination, VST Ltd shall make arrangements to transition the services provided by Viamed Ltd to alternative providers, and Viamed Ltd shall cooperate in facilitating a smooth transition.

4.4 In the event of termination and separation between the Parties, Viamed Ltd shall provide the following to VST Ltd:

a) A working copy of the computer system used to comply with ISO 9001:2015, including any necessary software and licenses.

b) All historic data relating to VST Ltd's activities stored in the computer system, including but not limited to customer information, sales data, inventory records, and quality management data.

c) Viamed Ltd shall ensure that the transfer of the computer system and data is performed securely and in accordance with applicable data protection and privacy laws.

4.5 VST Ltd shall bear any reasonable costs associated with the transfer and integration of the computer system and historic data provided by Viamed Ltd.

5. Confidentiality

5.1 The Parties agree to maintain the confidentiality of any proprietary or sensitive information shared between them during the course of this Agreement.

5.2 This confidentiality obligation shall survive the termination or expiration of this Agreement.

6. Governing Law and Dispute Resolution

6.1 This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

6.2 Any disputes arising out of or in connection with

this Agreement shall be resolved through good faith negotiations between the Parties. If a resolution cannot be reached amicably, the dispute shall be referred to mediation or binding arbitration in accordance with the applicable laws of [Jurisdiction].

7. Entire Agreement

7.1 This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

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

Signed on behalf of
Vandagraph Sensor Technologies Ltd



Derek Lamb
Director
30th May 2023

Signed on Behalf of
Viamed Ltd



Helen Lamb
Director
30th May 2023