



Alliance K Medical Device Limited

Room 702, Kowloon Building, 555 Nathan Road, Mongkok, Hong Kong

TEL: 852-95505212

Date : 21 July, 2015
TO : Viamed Limited
FM : Wayne Chan
Sub : Quotation of Production Transfer Service

Quotation Number: VL001

Revision	Description	Date
A	First Release	21 July, 2015

Dear Steve,

Per our discussion, Alliance K Medical Device Limited will source the suppliers and we will send you the quotation for your review. The basic requirement is that the manufacturing process must comply with ISO 13485 and the target unit price should be lower than the current one in AML. When the project kicks off, we will provide on-site support (i.e. quality inspection and project management) per request and we will send you another quotation based on the request at that time. Meanwhile, we do follow up the project via email or phone without any additional charge.

Attached herewith is the quotation for your consideration.

1. Service Charge for Production Transfer Service
2. Terms and Conditions

If you have any further comment, please feel free to contact us.

Best regards,



Wayne Chan,

Managing Director
Alliance K Medical Device Limited

1. Service Charge for Production Transfer Service

Stage	Item	Total (US\$)
I	AML Audit (2-day on site visit with 2 people)	2400
II	Sourcing and Follow up until project kick off	1600
Total		4,000

Remarks: The purpose of the AML audit is to collect the information and check the status of the fixtures and the tooling.

2. Terms and Conditions

- i. Payment term: Stage 1: 100% after AML audit. Stage 2: 100% after project kick-off in the new supplier.
- ii. This quotation excludes any certification and licenses fees
- iii. Viamed Limited is responsible on the purchase of the liability insurance of the product before product market launch.
- iv. Viamed Limited will not bear any responsibility of patent infringement
- v. Viamed Limited will indemnify Alliance K Medical Device Limited on (Patent / Brand / Trademark) IP infringement free
- vi. The Claiming Party shall not be liable to the other party (the "**Non-Claiming Party**") for any delay in performance, non-performance or breach of any obligations under this Agreement if and to the extent that the delay, non-performance or breach is due to an Event of Force Majeure. The party affected by the Event of Force Majeure shall immediately notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.
- vii. All disputes arising in connection with this Agreement or its validity shall be finally settled in accordance with the HKIAC Administered Arbitration Rules (the "HKIAC Rules") The Emergency Arbitrator Provisions shall not apply. The number of arbitrators shall be three. The place of arbitration shall be at the Hong Kong International Arbitration Center (the "HKIAC"). The language to be used in the arbitral proceedings shall be English
- viii. All information in this quotation is confidential. It is intended solely for the individual or organization to whom it is addressed and cannot be disclosed to other parties
- ix. This quotation is valid for 30 days.