



CATALYST ONE 360 PROGRAM SPECIAL TIE- UP AGREEMENT

- 1. MACHINE:** Catalyst One with IVLS, ProCyte One and SNAP Pro
- 2. SERIAL NUMBER:**
- 3. AGREEMENT DATE:** _____
- 4. SUPPLIER:** MAN MEDICAL PHARMA AND DIAGNOSTICS, INC.
No. 200 J. Elizalde St., Phase V, BF Homes, Parañaque City.
- 5. CUSTOMER/SECOND PARTY:** _____

- 6. COMMENCEMENT:**
- 7. EXPIRY DATE:**
- 8. CONTRACT DURATION:** Six (6) years.
- 9. OWNERSHIP:** Full ownership of the machine shall automatically transfer to the SECOND PARTY at the end of the Tie- up Agreement, without need of further documentation, provided that the agreed minimum amount of annual purchase commitment have been achieved.
- 10. TARGET/QUOTA:** Purchase of reagents/consumables in the amount of **Php100,000.00 per month.**
- 11. SELLING PRICE:** No upfront cash payout for selling price, but sale is conditioned upon achievement of agreed minimum monthly purchase quota.
- 12. MINIMUM PURCHASE:** Php100,000.00/month.
- 13. MACHINE CARE, REPAIR and PREVENTIVE MAINTENANCE:** Preventive maintenance to be made free of charge once every two months.
- 14. NON- PRETERMINATION:** The customer cannot pre-terminate this special tie- up contract.
- 15. PENALTY CLAUSE:** In case of pretermination of this Contract, the CUSTOMER shall pay the following: (a) amount of accumulated annual deficit (b.) the annual depreciation price amounting to 20% of the trade price of the machine and (c.) actual cost to repair damage of the machine. This penalty clause is independent of the right to pull out the machine.
- 16. GOVERNING LAW:** This contract shall be governed by the pertinent provisions on the Law on Obligation and Contract, the Law on Sales and the Rules of Court.
- 17. PULL OUT PROVISION:** In case of failure to achieve the annual purchase commitment, MAN Pharma has the right to pull out the machine from the customer without need of any formal demand. Pull out of machine can only be made after 1 year of the installation date. The right to pull out the machine is separate from the penalty clause state in Item 15.

IN WITNESS WHEREOF, I have hereunto affixed my Signature on this _____ day of _____ 2022 at Parañaque City.

MAN PHARMA:

CLINIC NAME:

MR. NICHOLAI G. CATRAL
Chief Commercial Officer

SIGNATORY
Position



A. Ownership/Possession of Machine and Accessories :

1. The **CUSTOMER/SECOND PARTY** hereby acknowledges that **MAN PHARMA** is the owner of and retains title to the above-described equipment and accessories subject of this Agreement.
2. The **CUSTOMER/SECOND PARTY** agrees that the above-described equipment and accessories shall only be used exclusively within the above specified account.
3. The **CUSTOMER/SECOND PARTY** is allowed to use the equipment and accessories within the term of this Agreement free from any rental fee or lease charges, provided, that the **CUSTOMER** shall only purchase genuine and quality Reagents and Consumables EXCLUSIVELY from **MAN PHARMA**.

B. Miscellaneous Provisions:

1. In the event that any of the transactions under this Agreement is subjected to any tax or assessment from date of this Agreement or in the future, it shall be for the account of the **SECOND PARTY**. However, liability for proper income taxes attributable to **MAN PHARMA** should be for the account of the latter.
2. Payment in check and other negotiable instruments shall not be considered as full/partial compliance of the **SECOND PARTY**'s obligation, unless and until encashed by the **MAN PHARMA**.
3. In case of breach of contract by the **SECOND PARTY** of any of the above-mentioned covenants, the expenses incurred by **MAN PHARMA** for bringing a case against the **SECOND PARTY**, including attorney's fees and other legal expenses, should the case be decided in favor of **MAN PHARMA**, will be shouldered by the **SECOND PARTY** in accordance with the Rules of Court;
4. Any violation of these terms provided herein on the part of the **MAN PHARMA** or the **SECOND PARTY** shall be sufficient ground for the termination of this contract;
5. **MAN PHARMA** reserves the right to inspect the machine and Accessories, subject matter of this Agreement during business hours to see to it that maintenance is being done well.
6. In no circumstance shall **MAN PHARMA** be liable to the **SECOND PARTY** for any loss, damage or cost that the latter may incur unless such was incurred as a result of **MAN PHARMA**'s gross or willful neglect.
MAN PHARMA's liability arising out of this Agreement shall be limited to the amount paid by the **SECOND PARTY** for the Products involved.
 In no event shall **MAN PHARMA** be liable for any lost profits or any other special, consequential or incidental damage, however caused and regardless of whether such loss or damage was reasonably foreseeable or foreseen or whether **MAN PHARMA** has been advised of the possibility of the damage;
7. **SECOND PARTY** agrees to indemnify, defend and hold harmless **MAN PHARMA** from and against any damage, loss, expense, claim or injury to individuals, including injuries that result in death and/or damage to property caused by the **SECOND PARTY**'s act, negligence or default;
8. The **SECOND PARTY** shall not assign this Agreement, without the prior written consent of **MAN PHARMA**;
9. The **SECOND PARTY** shall not, under any circumstance, mortgage, pledge, sell or otherwise deal with the equipment and its accessories subject of this Agreement;
10. The **SECOND PARTY** shall not be held liable for damages caused by any action, negligence and/or intentional omission of obligation by **MAN PHARMA** or any of its employees and/or representatives.
11. This Agreement shall be construed and governed by the laws of the Philippines;
12. The headings of each paragraph are for reference only and shall not be construed as part of this Agreement;
13. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the legality of the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth;
14. The terms of this Agreement shall bind **MAN PHARMA** and the **SECOND PARTY** and their respective successors and assigns. **MAN PHARMA** may assign this Agreement, in whole or in part to (a) any of its affiliates, subsidiaries or divisions or, (b) to a successor in interest to all or substantially all of the assets of **MAN PHARMA** or the affiliate, subsidiary or division. Notwithstanding the foregoing, Notice should be given to the other party, if all or substantially all of the shares of a party is to be sold or transferred;
15. The failure of either party to take action as a result of a breach of this Agreement by the other party shall constitute neither a waiver of the particular breach involved nor a waiver of either party's right to enforce any or all provisions of this Agreement through any remedy granted by law or this Agreement.
16. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, supersedes any prior written or oral communications and may be modified only in writing subject to mutual agreement of the Parties hereto.
17. This contract shall be binding upon the parties, notwithstanding any change that may occur in the management of both.

C. Dispute Resolution:

1. The Parties agree that, in the event of a dispute or alleged breach, they will work together in good faith first, to resolve the matter internally and, if necessary, to use a mutually agreed alternative dispute resolution technique following the rules of arbitration of the Philippine Dispute Resolution Center in Manila, prior to resorting to litigation.
2. Any dispute arising from the interpretation or enforcement of this Agreement which is not resolved by negotiation or mediation shall be referred to Arbitration. The arbitration procedures according to Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004, shall be followed. There shall be one arbitrator to be appointed by both Parties and a common Arbitrator to be appointed by both party-appointed Arbitrators. The venue or the seat of arbitration for the alternative dispute resolution shall be at the Philippine Dispute Resolution Center (PDRIC)-Manila.
3. This instrument shall serve as the agreement of the parties to arbitrate. Costs of arbitration shall be shared equally by both parties.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

City of _____) s.s.

x ----- x

SUBSCRIBED AND SWORN to before me, a Notary Public for and in the _____ on this _____ day of _____, 2022 personally appeared the following and exhibited to me their respective competent evidence of identity as follows:

NAME

GOVERNMENT ID NO.

DATE/PLACE OF ISSUE

**** MAN MEDICAL PHARMA AND DIAGNOSTICS, INC. ****

MR. NICHOLAI G. CATRAL _____

** _____ **

KNOWN TO ME to be the same persons who executed the foregoing Agreement and acknowledged to me that the execution therefore is their true, free and voluntary act and deed and of the corporations they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place first above written.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of _____.