

MANUFACTURE LICENSE CONTRACT

Quito, April 20th, 2019

Both parts acknowledge the mutual ability to do, compel and celebrate the following manufacture license contract; based on good faith, customs, and law.

It is stated, agreeing in advance, what is stipulated in the following clauses:

FIRST.- The LICENCIATE is the brand title holder "...", which is being continuously used and undoubted. The industrial property right, at the mercy of the use that the LICENCIATE has been done, it is obviously known in the market with distinctive signs of the LICENCIATE and its activity Research and Development. This distinctive sign is registered in the Intellectual Rights National Service – SENADI from Ecuador, according to the documentation that is attached to the following contract.

SECOND.- The LICENSEE is interested in manufacturing, with exclusive rights to the LICENCIATE, in the exact amount that is described in this contract; the electronic device [electronic device name] diagramed by the brand "...." and showed in attachment 1 of the following contract.

THIRD.- With the aim to optimize resources and promote innovation , the LICENSEE is going to manufacture three optimized prototypes that will be sent to the LICENCIATE to the final approval. Both parts agree the optimized diagram property, just as the manufactured devices, always in favor of the LICENCIATE due to an update of the invention original idea.

FOURTH.- The LICENCIATE, on his behalf, is committed to don't give the manufacture of the optimized invention to any third party , except a disagreement in a lack of competitiveness in the manufacture price, device quality or, mutual and express agreement, in the event of lack of capacity of accomplishing opportunely with the volume manufacture device.

FIFTH.- The LICENSEE commits to use high quality electronic devices in order to guarantee and hold the device quality. The final product should be tested completely before sending it to the LICENCIATE legal place of residence. The manufacture device quality is an essential element to give the manufacture license agreed in this contract.

SIXTH.- The device unit cost will be assigned by economies of scale , regarding the agreement in the next

[name and ID]

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LICENCIATE.

[name and ID]

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LICENSEE.