

STANDARD TERMS AND CONDITIONS FOR VENDORS

These Standard Terms and Conditions For Vendors ("Standard Terms"), unless modified as provided herein, apply to all purchases of goods, products and services by Noribachi Corporation, a Delaware corporation, having its principal place of business at 1515 240th Street, Harbor City, CA 90710 (NORIBACHI), and the provider, seller, vendor or other contractor or supplier of goods, products and services ("Vendor").

1. General Definitions. Capitalized terms not otherwise defined in the Standard Terms shall have the following meanings:

1.1 "Affiliate" means, with respect to a named individual or entity, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control with the named individual or entity. The term "control" means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "Defective Product" means any Product which (i) does not conform to product drawings, sketches, material or component specifications, or other written or electronic specifications that are provided to Vendor by NORIBACHI or which do not conform to standards generally acceptable in the trade; (ii) does not conform to any prototype or sample approved by NORIBACHI; (iii) contains or exhibits defects in engineering, materials or workmanship, including without limitation cosmetic blemishes which NORIBACHI, in its reasonable discretion, determines could affect the price at which the Product could be sold at retail or adversely affect the further manufacture or assembly of the Product into a finished product to be delivered to a NORIBACHI customer; (iv) is manufactured or delivered in violation of any product quality-related warranty or other product quality-related provision of the Standard Terms; or (v) is manufactured or delivered in violation of applicable law, where the violation of applicable law could affect NORIBACHI's ability to incorporate it into or sell the Product at NORIBACHI's regular price for first quality products.

1.3 "Designated Agent" means any entity designated as a buying agent of NORIBACHI pursuant to Section 3.

1.4 "Firm Order" shall have the meaning ascribed to it in Section 4 t.

1.5 "Manufacturing Equipment" means all machinery, tools, molds and other equipment, excluding NORIBACHI-Specific Tooling that Vendor may deem necessary or desirable to use in the manufacture of Products.

1.6 "NORIBACHI Product Designs/Technology" means all product designs, product technology and other intellectual property owned by NORIBACHI or other licensors of NORIBACHI . "NORIBACHI Product Designs/Technology" shall include NORIBACHI-Specific Tooling or other Manufacturing Equipment purchased or constructed by Vendor for the purpose of manufacturing Products for NORIBACHI.

1.7 "NORIBACHI-Specific Tooling" means Manufacturing Equipment that is designed and constructed, by Vendor or its suppliers, for the specific purpose of manufacturing Products incorporating NORIBACHI Product Designs/Technology. Examples include physical molds and patterns used in the manufacturing process. Notwithstanding the preceding sentences of this Section 1.7, stamping machines, cutting machines and other equipment that can readily be used to manufacture designs

of products that do not incorporate NORIBACHI Product Designs/Technology shall not be considered to be NORIBACHI-Specific Tooling.

1.8 "Products" means all goods, products and services for which proposals, requirements, concepts, designs and/or specifications or orders are submitted by NORIBACHI to Vendor, including packaging, parts, components and other items supplied or incorporated in Products but not manufactured by Vendor.

1.9 "Trademarks" means the NORIBACHI word trademark, the logo trademark, and any other mark, design, symbol, brand or name designated by NORIBACHI to be used in connection with the Products.

2. Purpose and Scope of Standard Terms

2.1 Purpose. The purposes of the Standard Terms are (i) to provide for the protection of NORIBACHI's and its Affiliates' confidential information and intellectual property rights and (ii) to establish the general terms and conditions that will apply to any purchases of Products by NORIBACHI.

2.2 Firm Orders. NORIBACHI is not obligated to order or to purchase any Products from Vendor, nor is Vendor obligated to sell any Products to NORIBACHI. No obligation to purchase or to sell shall arise until a Firm Order is placed and accepted in accordance with Section 4. If NORIBACHI elects to place a Firm Order with Vendor, the Standard Terms shall govern all aspects of the transaction contemplated by the Firm Order, except to the extent the terms and conditions herein are modified by the Firm Order pursuant to Section 4.8.

3. Designated Agents

3.1 Appointment. NORIBACHI may appoint one or more buying or paying agents (each a "Designated Agent") to place orders, arrange letters of credit, make payments, or otherwise facilitate the transactions contemplated by any Firm Orders. NORIBACHI will identify in writing each Designated Agent that NORIBACHI appoints and, upon Vendor's request, provide Vendor with information concerning the scope of the Designated Agent's authority.

3.2 Revocation of Authority. NORIBACHI may at any time expressly revoke the authority of any Designated Agent, in whole or in part, by giving written notice of such revocation to Vendor. After Vendor's receipt of such notice, NORIBACHI shall have no liability to Vendor for any promise made or action taken by such Designated Agent after the date of such receipt.

3.3 Limitations on Authority. Notwithstanding anything to the contrary in this Section 3, no Designated Agent shall have the authority to take any of the following actions without NORIBACHI's prior approval, and Vendor shall not be entitled to rely on a Designated Agent's representations or actions concerning such matters without written evidence of such approval:

- (a) Finally settle or compromise any disputes or claims with respect to the Products;
- (b) Amend, modify or waive the application of any provision of the Standard Terms; or
- (c) Exercise any other right or perform any other obligation that is not specifically granted or delegated to the Designated Agent by written notice from NORIBACHI to Vendor.

4. Placement and Acceptance of Firm Orders

4.1 Effect of Firm Orders. As provided in Section 2.2, NORIBACHI shall have no obligation to purchase Products from Vendor, and Vendor shall have no obligation to sell Products to NORIBACHI, until a Firm Order has been placed and accepted in accordance with this Section 4.

4.2 Definition of "Firm Order." Vendor shall be deemed to have received a "Firm Order" when Vendor has received (either from NORIBACHI or a Designated Agent) a written or electronic order specification, price list, price memorandum, purchase order, letter of credit or other written or electronic document, or a contemporaneous combination of such documents, which contains at least the following information in association with a single purchase order number:

- (a) The identity of NORIBACHI as the purchaser.
- (b) A Statement of Work and/or Purchase Order containing a description and specifications for the Products to be purchased;
- (c) Gerber files or other technical information for manufacturing a Products;
- (d) The per-unit price of the Products;
- (e) The quantity of Products to be purchased and delivery dates;
- (f) Payment and shipping terms; and
- (g) Testing and Quality Control requirements.

4.3 Additional Terms and Conditions. A "Firm Order" may, but is not required to, include additional terms and conditions such as detailed specifications for the Products, special payment terms for additional services, order acceptance terms, additional delivery requirements, provisions regarding acceptance of the Products, special warranty terms, or any other terms or conditions under which NORIBACHI desires to purchase the specified Products. The Standard Terms shall be deemed to be incorporated into each Firm Order unless superseded by terms or conditions explicitly stated on the Firm Order.

4.4 Forecasts. The term "Firm Order" does not include forecasts, demand plans, release plans or orders that are designated as preliminary.

4.5 Placement of Firm Orders. NORIBACHI, acting either directly or indirectly through a Designated Agent, may place a Firm Order at any time by submitting the document or documents constituting the Firm Order to Vendor. A Firm Order shall be construed as an offer, not as an acceptance of any proposal, bid or other document submitted by Vendor prior to the date of the Firm Order. The terms of any proposal, bid or other document submitted by Vendor shall become part of the Firm Order only if expressly incorporated into the Firm Order by reference.

4.6 Revocation of Firm Orders. A Firm Order is revocable at any time prior to acceptance of the Firm Order by Vendor.

4.7 Acceptance of Firm Orders. Vendor may, but is not required to, accept a Firm Order. A Firm Order must be accepted in accordance with the terms of the Firm Order. NORIBACHI expressly limits Vendor's acceptance of a Firm Order only to the terms of the Firm Order and the Standard Terms, and hereby objects within two (2) business days of receipt of the Firm Order to any inconsistent, additional or different

terms in any prior or subsequent proposal, bid, invoice, acknowledgment, confirmation or other document containing Vendor's terms of sale. Vendor shall be deemed to have accepted the terms of the Firm Order even if Vendor's invoice, acknowledgment, confirmation or other acceptance document purports to make such acceptance conditional on NORIBACHI's acceptance of inconsistent, additional or different terms. Any questions or requests to modify the terms of a Firm Order must be addressed to and approved by NORIBACHI in writing prior to acceptance.

4.8 Effect of Acceptance of Firm Orders. Upon acceptance, NORIBACHI shall be bound to purchase, and Vendor shall be bound to sell, the Products specified in the Firm Order, in accordance with the terms of the Firm Order and the Standard Terms. In the event of any conflict between the Firm Order and the Standard Terms, the terms of the Firm Order shall govern; provided, however, that no Firm Order shall alter, amend or supersede any provision of Sections 6-28 of the Standard Terms unless agreed to in writing by NORIBACHI.

4.9 Cancellation of Firm Orders. Firm Orders may be cancelled in accordance with the Standard Terms, including those set forth in Section 5 below. The parties agree to have discussion in good faith to confirm the cancellation of the Firm Orders. The terms and conditions relating to the cancellation between both parties shall be set forth in the Firm Orders.

5. Terms Generally Applicable to Purchases of Products. Unless otherwise specifically provided in the Firm Order, the following general terms and conditions shall apply to purchases of Products:

5.1 Incidental Services Included In Purchase Price. If an accepted Firm Order specifies a per-unit price and quantity for Products, and does not separately specify hourly rates or estimates for tooling, prototyping or engineering, design or other services, any and all tooling, prototyping, engineering, design and other services incidental to or associated with the production of the Products shall be deemed to be included in the per unit price of the Products.

5.2 Shipping Terms. Unless otherwise provided in the Firm Order the terms "FOB", "FCA" and other shipping terms shall have the meanings ascribed to them in INCOTERMS 2010, a publication of ICC Publishing, Inc., USA; provided, however, that if the term "FOB" is used in the context of shipment by any means other than seagoing vessel, the term "FOB" shall be interpreted to mean "FCA."

5.3 Default Shipping Terms. Unless otherwise provided in the Firm Order, prices shall be EXW port of departure for goods to be shipped internationally or domestic. Unless otherwise specified in the Firm Order, NORIBACHI will provide for all shipping FOB Vendor's dock. Vendor shall provide all carriers with handling instructions necessary to avoid the loss of or damage to the Products in transit.

5.4 Timely Delivery; Liquidated Damages.

(a) If an accepted Firm Order specifies a time of delivery, delivery of the Products must be completed by the date specified. Delivery shall be deemed to be complete only when all Products and all necessary accompanying documentation deliverable under the Firm Order have been actually received at the EXW point or F C o r FOB point by NORIBACHI or its Designated Agent, consolidator or carrier, as applicable. NORIBACHI and Vendor expressly acknowledge and agree that, in the event Vendor breaches this promise of timely delivery, NORIBACHI will suffer damages that are difficult to ascertain or estimate, including higher transportation costs due to compressed delivery schedules, lost business goodwill with NORIBACHI customers, customer charge backs, lost sales and profits due to order cancellations, lost profits due

to negotiated price adjustments, lower profits due to sales in secondary or discount distribution channels, lost worker productivity, overtime costs in NORIBACHI warehouses and secondary manufacturing or assembly processes and other damages. In order to avoid the potential future cost and uncertainty associated with determining such damages, the parties expressly agree that in lieu of damages for Vendor's failure to deliver Products by NORIBACHI's specified delivery date, NORIBACHI shall be entitled to receive from Vendor liquidated damages in an amount determined in accordance with the following table:

Days after Firm Order Placement	Vendor Penalty
1-14	No penalty
15-28	Vendor pays any additional shipping costs incurred or will reduce the EXW price by 3%, whichever is greater
29-42	Vendor pays any additional shipping costs plus 5% EXW price reduction
43 days or more	Vendor pays any additional shipping costs plus 1% EXW price reduction for every 5 days from Firm Order date to ship date. Order subject to cancellation per Section 5.4 (c).

(b) Subject to Section 5.4(c) below, the liquidated damages calculated in accordance with the preceding table in Section 5.4(a) shall be NORIBACHI's exclusive remedy in lieu of actual money damages suffered as a result of Vendor's breach of its obligation to deliver Products on or before the delivery dates specified in the Firm Order. The Vendor should endeavor to inform Noribachi of any delivery delays as soon as the delays are known. If Vendor notifies NORIBACHI at least 15 days before the delivery date specified in the Firm Order that a shipment will be late, the liquidated damages calculated in accordance with the table in Section 5.4(a) shall be paid in the form of a reduction in the price of the Products, and NORIBACHI shall amend its Firm Order and Vendor shall adjust its invoice accordingly. If Vendor does not or cannot notify NORIBACHI of a late shipment at least 5 days before the delivery date specified in the Firm Order, the liquidated damages amount calculated in accordance with the table in Section 5.4(a) shall be multiplied by 1.10.

(c) Notwithstanding Sections 5.4(a) and 5.4(b) above, if Vendor fails to deliver Products within 43 days after the delivery date specified in the Firm Order, NORIBACHI may cancel the Firm Order by delivering a cancellation notice to Vendor, in which case: (i) Vendor shall destroy, in accordance with the procedures described in Section 6.1, any finished Products in Vendor's possession at the time of such cancellation, as well as any components or raw materials bearing the Trademarks or containing NORIBACHI Product Designs/Technology or otherwise identifiable to NORIBACHI or its Affiliates.

5.5 Right of Rejection. NORIBACHI (and its agents acting on its behalf) shall have the right to reject Products tendered in response to a Firm Order, subject to the following provisions of this Section 5.5:

(a) Except as expressly provided in this Section 5.5, NORIBACHI shall have a right of rejection only to the extent such a right exists under the Delaware Uniform Commercial Code, and the rights and obligations of NORIBACHI and Vendor shall be as provided under the Delaware Uniform Commercial Code.

(b) Without limiting NORIBACHI's right to recover liquidated damages for breach of the promise of timely delivery in accordance with Section 5.4, NORIBACHI shall not have a right to reject tendered Products solely due to untimely delivery unless the Products are shipped by Vendor after Vendor receives a cancellation

notice from NORIBACHI as described in Section 5.4(c).

(c) The right to reject Defective Products shall exist until NORIBACHI has accepted the Products tendered in response to a Firm Order. Because NORIBACHI purchases goods in volumes that preclude physical inspection of all cartons received from Vendors, the Products tendered in response to a Firm Order shall not be deemed to have been accepted until (i) NORIBACHI or its agent physically opens all or a statistical sample of the cartons tendered in response to the Firm Order, inspects the Products and elects not to reject Defective Products within 21 calendar days after the inspection, (ii) NORIBACHI ships the Products from the NORIBACHI's warehouse to NORIBACHI's customers, or (iii) in the case of a direct shipment to NORIBACHI's customer, 30 calendar days after the customer receives the Products. Payment for Products shall not constitute acceptance.

(d) NORIBACHI may reject all of the Products tendered in response to a Firm Order if a statistically valid sampling procedure reveals that there is a 90% or greater probability that the Defective Product percentage applicable to such Firm Order exceeds 1.5%, or such other percentage that NORIBACHI or its Designated Agent and Vendor have agreed to in writing. Currently, NORIBACHI follows the statistical sampling system known as ANSI ASQ Z1.4 - 2008 in setting Acceptable Quality Levels.

(e) Vendor's right to cure a tender of Defective Products shall continue only until NORIBACHI would have the right to reject the Products for untimely delivery under Section 5.5(b) above. Late penalties, as specified in Section 5.5(b) apply until entire Firm Order quantity is fulfilled with conforming Product. All shipping costs associated with replacing Defective Products shall be the responsibility of Vendor.

(f) The right to test and inspect, whether exercised or not, and NORIBACHI's acceptance of a tendered shipment of Products, shall not affect NORIBACHI's rights under any warranty or to pursue other remedies if the Products are discovered to be Defective Products, even if such defects or nonconformities could have been discovered upon testing or inspection prior to NORIBACHI's acceptance.

5.6 Requirements/Inspection of Facilities, Vendor Review, Quality Assurance. If required by NORIBACHI or by standards in the industry for manufacture, assembly and/or storage and handling of Products, Vendor's facilities shall meet or exceed all UL, ETL, ISO9000 or similar requirements. NORIBACHI and its agents shall have the right, during normal business hours, to enter and inspect the manufacturing, assembly, packaging and storage facilities where the Products are manufactured, assembled, packaged or stored. NORIBACHI shall periodically, but not less than annually, review and evaluate the performance of Vendor with respect to product quality, timeliness of delivery, cooperation in evaluating Products and services, assistance in modifying and improving Products, pricing and responsiveness to NORIBACHI questions, modifications and other requirements. Vendor shall, if requested by NORIBACHI, provide copies of its quality assurance tests and reports with respect to all Products, components and raw materials incorporated into Products or procured or manufactured for NORIBACHI with each shipment of Products to NORIBACHI.

5.7 Payment Terms for Products. Unless otherwise specified in the Firm Order, and subject to the other provisions of this Section 5, NORIBACHI, either directly or through its Designated Agent, shall pay for Products within 60 days after later of the Vendor's invoice date or the actual completed delivery of the Products. These terms represent default payment terms. The Firm Order could contain alternative payment terms mutually agreed upon by both the Vendor and NORIBACHI. The payment terms stipulated herein shall still be effective until the parties reach mutual agreement on the updated payment terms which would be contained in the Firm Order.

6. Defective Products

6.1 Destruction of Defective Products. In order to limit the worldwide trade in counterfeit or defective NORIBACHI brand products, upon termination of any Firm Order for any reason, or upon rejection of Defective Products in accordance with Section 5.5 (and Vendor's failure to cure such rejection in a timely manner), NORIBACHI and its agents shall have the right to require Vendor to destroy Products in Vendor's possession at the time of such termination or rejection, as applicable, as well as any components or raw materials bearing the Trademarks or otherwise identifiable to NORIBACHI or its Affiliates. Vendor shall complete such destruction pursuant to the instructions of NORIBACHI or its agents, and NORIBACHI and its agents shall have the right to witness such destruction. Vendor shall complete such destruction in accordance with applicable laws, including laws relating to waste management and environmental protection. Upon request, Vendor shall provide NORIBACHI and its agents with a written certificate of destruction in a form satisfactory to them.

6.2 Option to Purchase B-Grade Products

(a) Any Manufacturing Standards that NORIBACHI provides to Vendor pursuant to Section 16.3 may include criteria for classifying Defective Products as either "B-Grade" or "C-Grade" products. Generally, B-Grade Defective Products will include Defective Products exhibiting defects or nonconformities that, in NORIBACHI's sole discretion, (i) do not render the Defective Products unusable, (ii) do not create a risk of potential injury or discomfort to users, (iii) are not likely to require repair or replacement or result in defective returns from consumers, (iv) will not discredit the NORIBACHI brand or NORIBACHI Trademarks in the marketplace, and (v) can be economically resold by NORIBACHI through existing distribution channels. All other Defective Products shall be deemed to be C-Grade Defective Products.

(b) NORIBACHI may either reject B-Grade Defective Products or may elect to purchase them subject to negotiation and agreement Vendor on price.

(c) Without in any way limiting the rights of NORIBACHI, NORIBACHI agrees to provide commercially reasonable assistance to Vendor to identify and locate at the earliest possible time any problems that have resulted or may result in the manufacture of Defective Products so that any such problems can be corrected with a minimum of delay and expense to the parties.

(d) Any Defective Products deemed to be C-Grade Defective Products, and any B-Grade Defective Products that NORIBACHI does not elect to purchase shall be destroyed pursuant to Section 6.1.

7. Representations and Warranties

7.1 General Performance Standard. Vendor represents and warrants that it shall perform its obligations under any Firm Order in accordance with generally accepted engineering and manufacturing standards effective at the time of performance.

7.2 No Conflicts With Third Party Rights. Vendor represents and warrants that the execution, delivery and performance of any Firm Order will not violate the terms of any agreement or understanding between Vendor and any third party. Vendor is not a party to any written or unwritten agreement or understanding that would give any person or entity any rights with respect to any of the Products after delivery to NORIBACHI. Vendor shall not take, and shall prevent Vendor's employees, agents, contractors and subcontractors from taking, any action that could have the effect of giving any person or entity other than NORIBACHI any security interest, lien or other rights in any of the Products after delivery to NORIBACHI. Vendor warrants that all Product features developed by Vendor for NORIBACHI shall not infringe any patent or other proprietary right of any third party. Vendor warrants it will not include in any Product, or transfer to NORIBACHI, anything which infringes or violates any patent, copyright, trademark, trade dress or other proprietary right of a third party; provided, however, that Vendor shall have no liability to NORIBACHI or any NORIBACHI Affiliate

in connection with intellectual property infringement claims or other claims to the extent such claims arise out of designs, features or specifications communicated to Vendor by NORIBACHI, any NORIBACHI Affiliate, or any Designated Agent.

7.3 Product Quality. Vendor represents and warrants that all Products (including packaging) shall: (i) conform to product drawings, sketches, material or component specifications, or other written or electronic specifications that are provided to Vendor and in any case be of acceptable quality in the trade, (ii) conform to any prototype or sample approved by NORIBACHI, (iii) not contain or exhibit defects in engineering, materials or workmanship, including without limitation cosmetic blemishes which NORIBACHI, in its reasonable discretion, determines could affect the price at which the Products could be sold at retail or to a NORIBACHI customer, or adversely affect the further manufacture or assembly of the Product into a finished product to be delivered to a NORIBACHI customer; (iv) be fit for the purposes for which things of that type are ordinarily used as well as for any purposes Vendor has made known to the public or to NORIBACHI, or for any purposes that NORIBACHI has made known to Vendor; (v) contain all parts and components usually provided for similar Products in the trade; and (vi) conform to all other specifications and requirements established by NORIBACHI and communicated to Vendor on or before the date of Vendor's receipt of the Firm Order under which the Products are manufactured, including but not limited to any requirements prohibiting the use of certain substances in the manufacturing or assembly of the Products or their components. Warranty period will be stated separately for each Product on the manufacture quotation and any components that are subject to separate warranties.

7.4 Compliance With Laws. Vendor represents and warrants that Vendor will comply with all laws, rules, regulations and policies of the United States of America, the European Union, Japan and other domestic and foreign jurisdictions that apply to Vendor, its operations, or the manufacturing of the Products, including without limitation all applicable import and export laws, environmental laws, worker health and safety laws, consumer protection laws (including laws prohibiting the presence of certain substances in finished products imported into the U.S., Japan, the European Union or other jurisdictions), and labor laws. In addition, Vendor specifically represents and warrants that it will comply with all rules and requirements of the U.S. Foreign Corrupt Practices Act (FCPA), U.S. economic sanctions and embargo regulations, the U.S. anti-boycott law, and U.S. Executive Order 13224 (prohibiting transactions with persons who commit, threaten or support terrorism). Vendor further warrants that it will not propose or participate, directly or indirectly, in any transaction in violation of the U.S. laws referenced in this Section 7.4. In addition to any other remedies provided herein, NORIBACHI may terminate any Firm Order if Vendor fails to comply in any material respect with such laws or breaches this Section 7.4. Vendor agrees to provide NORIBACHI and its Affiliates with such assurances and certifications regarding Vendor's activities as NORIBACHI may reasonably request with respect to Vendor's compliance with this Section 7.4. Vendor understands that U.S. law (i) generally prohibits payments by NORIBACHI or its Affiliates or any intermediary, including Vendor, to foreign government officials for an improper business purpose, (ii) restricts export or re-export of Products to, or transactions with, certain countries or nationals of such countries, (iii) generally prohibits compliance with or facilitation of boycotts of countries by NORIBACHI or its Affiliates or their agents, including Vendor and (iv) generally prohibits any dealings with individuals or organizations that commit, threaten to commit or support terrorism (A current list of such individuals and organizations may be obtained at the U.S. Treasury Department website at www.ustreas.gov/ofac under the "Terrorism" heading).

7.5 Obligation To Cure Defects. Vendor shall at its own expense within a reasonable time, but in any case no later than fourteen (14) days, after notice, repair, replace, cure, or correct any Defective Products. Whether or not Vendor repairs, replaces, cures, or corrects any Defective Products within a reasonable time, Vendor shall reimburse NORIBACHI for reasonable expenses (including without limitation attorney fees and expenses relating to the recall of Defective Products) incurred in connection with such defects or nonconformities and in enforcing NORIBACHI's warranty rights, in addition to any other remedies NORIBACHI may have. Vendor

hereby assigns to NORIBACHI the benefits of all assignable warranties given by any persons from whom Vendor purchased any raw materials or components incorporated into the Products, which assignment shall not supersede any warranty provided by Vendor hereunder.

7.6 Vendor Facilities. To the extent required in the industry or by governmental laws or rules for Products subject to any Firm Order, during the fulfillment of such Firm Order, all Vendor facilities and all facilities of any Vendor subcontractor shall meet or exceed and be certified by UL, ETL, ISO9000 or other applicable standards, rules and regulations.

8. NORIBACHI Product Designs/Technology. All NORIBACHI Product Designs/Technology shall constitute confidential information, trade secrets and/or-intellectual property of NORIBACHI and its licensors, and that Vendor will hold in confidence any NORIBACHI Product Designs/Technology that have been or will be disclosed, provided or suggested by NORIBACHI, any NORIBACHI Affiliate, or any Designated Agent to Vendor. Vendor and its Affiliates shall not at any time, without the prior written consent of NORIBACHI, manufacture for or sell to anyone, other than NORIBACHI, goods incorporating any NORIBACHI Product Designs/Technology, nor shall Vendor or any Vendor Affiliate file any patent or other intellectual property application or registration relating to NORIBACHI Product Designs/Technology.

9. Manufacturing Equipment and NORIBACHI-Specific Tooling

9.1 Costs; Ownership. NORIBACHI shall pay all costs for NORIBACHI-Specific Tooling required to manufacture the Products on a production basis. NORIBACHI-Specific Tooling shall be the property of NORIBACHI.

9.2 Restrictions on Use of NORIBACHI-Specific Tooling. Vendor shall not, directly or indirectly, use or allow the use of NORIBACHI-Specific Tooling for any purpose except to manufacture Products for NORIBACHI. This prohibition shall survive any Firm Order. Upon termination of any Firm Order or upon completion of the performance contemplated by any Firm Order, NORIBACHI may request, in writing, that Vendor either return or destroy any NORIBACHI-Specific Tooling.

10. Intellectual Property Right Cooperation. If NORIBACHI or one of its licensors elects to seek patent or other intellectual property right protection with respect to any NORIBACHI Product Designs/Technology, Vendor shall cooperate fully and promptly with NORIBACHI or such licensor with respect to the Products of any Firm Order, in the application for patents or other protection therefore in the U.S.A., the European Union, Japan and any other countries, and Vendor shall promptly execute and deliver any documents or instruments requested by NORIBACHI or such licensor to accomplish this. Further, Vendor shall assist and cooperate with NORIBACHI and its licensors in any controversy or legal proceedings relating to the NORIBACHI Product Designs/Technology.

11. Trademarks. Vendor shall use the Trademarks only on or in connection with Products purchased by NORIBACHI and in accordance with specifications provided by NORIBACHI or its Designated Agent. Vendor shall not, without the prior written consent of NORIBACHI, sell, donate or otherwise transfer any Products bearing the Trademarks to any person or entity other than NORIBACHI. Vendor shall not use any marks confusingly similar to the Trademarks, nor shall Vendor use the Trademarks in conjunction with any other mark, without the prior written consent of NORIBACHI. Vendor acknowledges NORIBACHI's and its licensors' ownership of and exclusive right, title and interest in and to the use of each of the Trademarks. Vendor further acknowledges that any prior use or continued use in the future of the Trademarks by Vendor has inured and will continue to inure solely to the benefit of NORIBACHI and its licensors.

12. Customer/Trade Regulation Requirements

12.1 Compliance with Laws. Without limiting any of its other obligations, Vendor agrees to comply with all customs and trade laws and regulations applicable in origin and destination countries. This includes, but is not limited to, (i) determination of manufacturing country of origin, (ii) component and value information supporting duty preference programs or trade preference programs, and (iii) quota/visa restrictions.

12.2 Reporting. Upon request, Vendor shall provide and submit information related to value, origin of materials and origin of components used in the manufacture of NORIBACHI Products, and any information deemed necessary to substantiate the determination of manufacturing country of origin. In addition, NORIBACHI and its Affiliates and customs authorities in origin and destination countries may request, either directly or indirectly, and Vendor shall provide, documentation and information related to the manufacture and shipment of goods subject to Firm Orders. This information must be provided within 15 calendar days of any such request. If NORIBACHI, any NORIBACHI Affiliate, or any customs authority determines that any such information provided by Vendor is incorrect, inaccurate, or incomplete, then Vendor shall pay any fines, penalties or additional duties resulting from such incorrect, inaccurate, or incomplete information.

12.3 Duty Drawback. Claims for Defective Products may result in duty drawback claims being submitted to customs authorities. As such, upon request by NORIBACHI or any NORIBACHI Affiliate, Vendor shall provide and submit information on Defective Product claims and chargebacks to support audits and inquiries. This information must be provided within 15 calendar days of any such request.

12.4 Record Retention. Vendor shall maintain documentation and information, paper and electronic, related to Firm Orders and shipments of NORIBACHI Products for a period of six (6) years, or as otherwise required by applicable laws and regulations, whichever is longer, from the date of delivery to NORIBACHI.

13. Subcontracting. As provided in Section 19, Vendor shall obtain NORIBACHI's written approval before entering into any subcontracting arrangements in connection with the manufacturing of Products (including packaging) or any components or raw materials bearing the Trademarks or otherwise identifiable to NORIBACHI. Specifically, Vendor shall provide NORIBACHI with the names, locations and other relevant details of any subcontractors that Vendor proposes to use in connection with the provision of Products or such components or raw materials. In all such subcontractor arrangements, Vendor shall obtain from each subcontractor its written assurance of compliance with (i) the trademark usage requirements specified by NORIBACHI; (ii) the confidentiality requirements set forth herein; (iii) the right of NORIBACHI and its agents to enter and inspect facilities; (iv) NORIBACHI's policies and procedures regarding restricted substances, (v) the NORIBACHI Code of Conduct, and (vi) all other provisions of the Standard Terms and any Firm Order where Vendor's performance could be affected by the performance of the subcontractor.

14. Indemnity. Vendor agrees to hold harmless, defend and indemnify NORIBACHI and its Affiliates and their respective officers, directors, employees, agents and insurers from and against any and all claims, demands, lawsuits, losses, damages, expenses (including attorney fees), and other liabilities of any kind or nature, whether sounding in contract, brought by or resulting from claims by third parties and based upon or arising out of any actual or alleged (i) negligence or intentional misconduct of, or nonperformance or breach of the Standard Terms or any Firm Order by, Vendor or its employees, agents, contractors, subcontractors or consultants, (ii) breach of warranty as to the Products, or (iii) violation of applicable law by Vendor or its employees, agents, contractors, subcontractors or consultants.

15. Insurance.

15.1 Coverage and Limits. Vendor shall obtain, at Vendor's own expense, and keep in effect during the fulfillment of any Firm Order, the following insurance coverage:

(a) Commercial general liability insurance which covers liability arising from premises, operations, independent contractors, products-completed operations, personal injury and contractual liability, with a limit of not less than U.S. \$2 million per occurrence. The policy shall be endorsed to name NORIBACHI and its Affiliates and their respective directors, officers, employees and agents as additional insureds and shall be written on an occurrence basis. This insurance will be primary with respect to any insurance or self-insurance programs maintained by NORIBACHI or its Affiliates.

15.2 License Insurance Companies. Coverage shall be written by insurance companies that are satisfactory to NORIBACHI and that are licensed to do business in the jurisdiction in which the Products are manufactured.

15.3 Certificates of Insurance; Notice of Changes. All insurance policies shall be endorsed to provide that NORIBACHI shall be given 30 days advance written notice of cancellation. Vendor shall furnish NORIBACHI with certificates evidencing such coverage within 30 days after acceptance of a Firm Order and as the insurance policies expire. Vendor shall simultaneously issue a copy of each certificate to:

NORIBACHI
CORPORATION
1515 240th Street
Harbor City, CA 90710

Failure on the part of NORIBACHI to demand such certificate or to identify deficiencies in the certificate shall not be construed as a waiver of Vendor's obligation to maintain the required insurance.

16. Gifts Policy; Code Of Conduct, Manufacturing Standards, Communications

16.1 Gifts Policy. Vendor has received and reviewed NORIBACHI's policy regarding monetary payments and non-monetary gifts to officers, directors and employees of NORIBACHI and its Affiliates and the relatives, friends and associates of such individuals, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. Vendor understands this policy and shall not induce or participate in any activity that would constitute a violation of the policy as presently drafted and as amended by NORIBACHI from time to time hereafter. In addition to any other remedies, NORIBACHI and its Affiliates may terminate any outstanding Firm Orders if Vendor violates this policy.

16.2 Code of Conduct. Vendor has received and reviewed the NORIBACHI Code of Conduct attached hereto as **Exhibit B**, both of which are incorporated herein by reference. Vendor understands the Code of Conduct, and shall strictly comply with them as presently drafted and as amended by NORIBACHI from time to time hereafter. Vendor shall require and certify that all suppliers, contractors, sub-contractors, and vendors that manufacture or assemble the Products or components of the Products that bear the Trademarks, or that provide services with respect to the Products or components of the Products that bear the Trademarks, comply with the Code of Conduct. In addition to any other remedies, NORIBACHI and its Affiliates may terminate any outstanding Firm Orders if Vendor violates the Code of Conduct or breaches this Section 16.2.

16.3 Manufacturing Standards. NORIBACHI will supply Vendor from time to time with written quality assurance manuals, vendor manuals, restricted substances lists, health and safety manuals, and other written documentation setting forth NORIBACHI' requirements pertaining to Product (including packaging) manufacturing (collectively, "Manufacturing Standards"). Unless Vendor objects to Manufacturing Standards in writing within 30 days after receipt of such Manufacturing Standards, the Manufacturing Standards shall be deemed to apply to all Firm Orders received by

Vendor after the date of Vendor's receipt of such Manufacturing Standards. Manufacturing Standards received in writing prior to the Effective Date of a Firm Order shall be deemed to apply to such Firm Order. If any document containing Manufacturing Standards is not consistent with or conflicts with the Standard Terms, the Standard Terms will govern. The term Defective Products shall include, without limitation, Products that are manufactured in violation of Manufacturing Standards that have not been timely rejected by Vendor.

16.4 Communications. All verbal and written communication between Vendor and NORIBACHI will be conducted in the English language and Vendor shall employ personnel proficient in the English language with or through whom NORIBACHI may communicate from time to time. Vendor shall respond to all written, electronic or telephonic communications from NORIBACHI of whatever nature, no later than two (2) business days following receipt of such communication.

17. Confidentiality. Vendor and NORIBACHI expressly agree to the terms of the Confidentiality Provisions attached hereto as **Exhibit C** and incorporated herein by reference.

18. Nondisclosure of Business Relationship. Vendor shall not use NORIBACHI's or its Affiliates' names or any of their assumed business names, trade names, logos, Trademarks, or service marks, whether registered or not, in connection with publicity, advertisements, or in any other connection, without NORIBACHI's prior written consent. Vendor shall be liable to NORIBACHI and its Affiliates for damages caused by any unauthorized use or other misappropriation of such names, assumed business names, trade names, logos, Trademarks, or service marks by Vendor's employees, contractors, agents, and representatives, and shall pay any reasonable attorney fees and other costs NORIBACHI or its Affiliates may incur in enforcing this provision. Vendor acknowledges that NORIBACHI and its Affiliates would be irreparably harmed and would have no adequate remedy at law for a breach of this Section 18. Accordingly, Vendor hereby consents to the entry of a temporary restraining order or a preliminary injunction, without the necessity of posting a bond or other security, in addition to any other remedy available at law or in equity, to enforce this Section 18.

19. Assignment. Vendor shall not assign any of its rights, delegate any of its duties, or subcontract all or any part of any Firm Order, whether by transfer, change in corporate control, merger, or otherwise, without the express prior written consent of an authorized representative of NORIBACHI. In the event of any such assignment, delegation or subcontracting, Vendor shall remain liable and responsible for the performance of all of its obligations under any Firm Order, regardless of whether or not they are performed by any approved assignee, delegate or subcontractor. Any assignment of monies due under a Firm Order without NORIBACHI's written consent is void, and the assignee shall acquire no rights against NORIBACHI. NORIBACHI and its Affiliates shall have the right to assign their rights and to delegate their obligations under any Firm Order to any party at any time without Vendor's consent.

20. Succession. The Standard Terms shall be binding upon and inure to the benefit of NORIBACHI, Vendor, and their respective permitted successors and assigns.

21. Entire Agreement. The Standard Terms, including the attached exhibits, constitutes the entire Agreement of NORIBACHI and Vendor with respect to the subject matter hereof, and supersedes and replaces any prior or contemporaneous written or oral agreements or understandings between such parties, and any additional, inconsistent, or different terms or conditions appearing in any prior or subsequent invoices, order confirmations, or other forms from Vendor, regarding Products.

22. Amendment; Waiver. NORIBACHI retains the right to modify or amend the Standard Terms at any time, provided that any such amendment shall apply only to Firm Orders placed after the date such amendment has been communicated to Vendor. No delay or omission in the exercise of any right or remedy shall be deemed a waiver of any right or remedy. No waiver shall constitute a waiver of any other provision, breach, right or remedy, nor shall any waiver constitute a continuing waiver.

23. Severability. If a court of competent jurisdiction, arbitrator or arbitration panel finds any of the Standard Terms to be invalid or unenforceable for any reason as to any person or circumstance, then the term shall continue in effect only to the extent that it remains valid, and the court's finding shall not render that term invalid or unenforceable as to any other person or circumstance; and all other Standard Terms in all other respects shall remain valid and enforceable.

24. Governing Law; Dispute Resolution

24.1 Governing Law. The Standard Terms and all Firm Orders shall be governed in all respects by the substantive laws of the State of California, USA, without regard to the choice of law principles applied in the courts of such state and excluding the United Nations Convention on Contracts for the International Sale of Goods.

24.2 Arbitration. Except as provided in Section 24.3, any dispute arising out of or relating to the Standard Terms or the contract evidenced by any Firm Order, or the breach, termination or validity hereof or thereof, shall be resolved by arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith. The written decision of the arbitrator(s) shall be final, binding, and non-appealable, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having appropriate jurisdiction. Disputes involving claims for money damages of more than \$500,000 will be heard by a panel of three arbitrators. In such cases, each party shall select one arbitrator and the two arbitrators so chosen shall select a third. All other disputes will be heard by a single arbitrator. The place of arbitration shall be Los Angeles, CA, USA. The arbitration proceedings shall be conducted in the English language.

24.3 Injunctive Relief. The obligation under-Section 24.2 to arbitrate--shall not be binding upon NORIBACHI or any NORIBACHI Affiliate, or Vendor, with respect to requests for preliminary injunctions, temporary restraining orders, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending such resolution by arbitration of the actual dispute. NORIBACHI and Vendor each acknowledges the other party's right to seek such interim relief and waives any argument that the other party will have waived its right to arbitrate by seeking such interim relief. NORIBACHI and Vendor consent to the exercise of personal jurisdiction by the state and federal courts sitting in the State of California.

25. Term and Termination

25.1 Term; Survival. The Standard Terms shall remain in effect from the Effective Date of a Firm Order until terminated by either party upon written notice to the other; provided that all of the Standard Terms shall survive termination for so long as Vendor has any obligations to NORIBACHI pursuant to any Firm Order accepted by Vendor prior to the date of termination; and provided further that the obligations of the parties in Sections 6-12, 14 and 17-27 shall survive termination of any Firm Orders entered into in connection with the Standard Terms, along with any other provision that creates an indemnity obligation or provides for rights or remedies that by their nature continue after termination.

25.2 Termination. Except as specifically provided herein or in any Firm Order, each contract evidenced by a Firm Order shall be terminable by either party thereto upon the other party's breach of any material provision of such Firm Order or the Standard Terms and, if such breach is curable, the failure to cure such material breach within a reasonable time, which in no event shall be longer than 30 business days after receipt of the non-breaching party's written notice of such breach. To constitute a cure,

the breaching party's action must substantially eliminate any loss or injury to the other party and its Affiliates arising from the default or failure to perform within the cure period so that such other party and its Affiliates are placed in a position substantially equivalent to the position in which they would have been had no default or failure occurred. Upon termination of the contract evidenced by any Firm Order, Vendor shall promptly return to NORIBACHI all papers, materials, and other tangible items constituting or containing property (including intellectual property) of NORIBACHI or its Affiliates then in the possession of Vendor and/or its contractors, subcontractors, employees or agents. Subject to the foregoing and the other provisions of the Standard Terms and any applicable Firm Order, the rights and obligations of the parties on termination shall be governed by applicable law.

26. Notices. All notices required or permitted hereunder shall be given in writing by certified or registered mail, return receipt requested, by recognized national or international delivery service, by facsimile or electronic delivery followed by certified or registered mail or delivery service, or by other hand delivery, and any such notice shall be deemed to have been given on the date when received and receipted for or refused. All notices shall be addressed as follows:

If to NORIBACHI or any NORIBACHI agent:

NORIBACHI CORPORATION
Attention: General Counsel
4121 Barbara Loop SE
Suite 1D
Rio Rancho, NM
87124

If to Vendor:

At the address set forth in the Firm Order

Either party may provide the other party with written notice of a change of address.

27. Independent Contractor. Vendor represents and warrants that it is an independent contract Vendor for NORIBACHI and not a partner, joint venturer, agent or legal representative of NORIBACHI or any NORIBACHI Affiliate. Vendor does not have the right or authority to make, directly or indirectly on behalf of NORIBACHI or any NORIBACHI Affiliate, any representation, warranty, guarantee or commitment, or to assume, execute or incur any liability or any obligation of any kind, whether express or implied.

EXHIBIT A
RELATIONSHIP WITH PERSONS OR COMPANIES
DOING BUSINESS WITH NORIBACHI

This shall set the policy of NORIBACHI on the taking of gifts presented by our contract factories (including the management of such factories), our Vendors, and any other companies or persons associated with NORIBACHI or its subsidiaries and affiliates in a business capacity. The following provisions apply to all NORIBACHI employees, both expatriates and locally-hired individuals.

Generally, NORIBACHI discourages the practice of giving and receiving gifts. However, in recognizing that in the culture and environment of certain countries, the giving of gifts is an established custom, the following standards are established as guidelines to our employees:

1. No member of NORIBACHI shall accept a cash gift at any time. Any employee offered a cash gift shall immediately report the fact to the legal department of NORIBACHI. In those instances when the return of cash gifts may result in undue embarrassment, or the donor of the cash gift cannot be readily identified, these amounts must be turned over to the legal department of NORIBACHI, who will deposit them into the company's cash accounts and follow all applicable reporting requirements.
2. Gifts for relatives, friends, or other associates of NORIBACHI employees cannot be accepted.
3. With respect to non-cash gifts to NORIBACHI employees, these must be reported to the legal department of NORIBACHI when their values exceed U.S. \$50.00. They will decide whether such items can be retained by the recipient or turned over to the custody of NORIBACHI. Where there are questions regarding the values of the gifts, a report to the legal department of NORIBACHI should be made.

EXHIBIT B

NORIBACHI Code of Conduct

NORIBACHI builds its business with all of its partners based on trust, teamwork, honesty and mutual respect. We expect all of our business partners to operate on the same principles.

At the core of the NORIBACHI corporate ethic is the belief that we are a company comprised of many different kinds of people, appreciating individual diversity, and dedicated to equal opportunity for each individual.

NORIBACHI designs, manufactures and markets products for a range of consumers. At every step in that process, we are driven to do not only what is required by law, but what is expected of a leader. We expect our business partners to do the same. NORIBACHI partners with vendors and contractors who share our commitment to best practices and continuous improvement in:

1. Management practices that respect the rights of all employees, including the right to free association.
2. Minimizing our impact on the environment
3. Providing a safe and healthy work place
4. Promoting the health and well-being of all employees

Vendors must recognize the dignity of each employee, and the right to a work place free of harassment, abuse or corporal punishment. Decisions on hiring, salary, benefits, advancement, termination or retirement must be based solely on the employee's ability to do the job. There shall be no discrimination based on race, creed, gender, marital or maternity status, religious or political beliefs, age or sexual orientation.

Wherever NORIBACHI operates around the globe we are guided by this Code of Conduct and we bind our contractors to these principles. Vendors must post this Code in all major workspaces, translated into the language of the employee, and must train employees on their rights and obligations as defined by this Code and applicable local laws.

While these principles establish the spirit of our partnerships, we also bind our partners to specific standards of conduct. The core standards are set forth below.

Forced Labor. The Vendor does not use forced labor in any form -- prison, indentured, bonded or otherwise.

Child Labor. The Vendor does not employ any person below the age of 18 to produce products. To further ensure these age standards are complied with, the contractor does not use any form of homework for NORIBACHI production.

Compensation. The Vendor provides each employee at least the minimum wage, or the prevailing industry wage, whichever is higher; provides each employee a clear, written accounting for every pay period; and does not deduct from employee pay for disciplinary infractions.

Benefits. The Vendor provides each employee all legally mandated benefits.

Hours of Work/Overtime. The Vendor complies with legally mandated work hours; uses overtime only when each employee is fully compensated according to local law; informs each employee at the time of hiring if mandatory overtime is a condition of employment; and on a regularly scheduled basis provides one day off in seven, and requires no more than 60 hours of work per week on a regularly scheduled basis, or complies with local limits if they are lower.

Environment, Safety and Health (ES&H). The Vendor has and maintains written environmental, safety and health policies and standards, and implements a system to minimize negative impacts on the environment, reduce work-related injury and

illness, and promote the general health of employees.

Documentation and Inspection. The Vendor maintains on file all documentation needed to demonstrate compliance with this Code of Conduct and required laws; agrees to make these documents available for NORIBACHI or its designated monitor; and agrees to submit to inspections with or without prior notice.

EXHIBIT C
CONFIDENTIALITY PROVISIONS

1. **Definition.** All written material provided to Vendor by Noribachi or by Noribachi to Vendor, including their respective Affiliates or any Designated Agent shall be considered to be "Confidential Information" unless otherwise expressly indicated in writing by the disclosing party. Further, Confidential Information, whether provided to the receiving party in writing or orally, includes, but is not limited to, trade secrets, designs, accumulated technical knowledge and proprietary information of the disclosing party or its Affiliates and information regarding the disclosing party's or its Affiliates' business, technology, manufacturing, products, marketing plans, sales strategies, research and development activities, financial affairs, data and information systems, vendors, customers and employees, or any other information which (i) the disclosing party or an Affiliate is required to keep confidential as the result of a confidentiality agreement with a third party; or (ii) is treated by the disclosing party or an Affiliate as confidential. All Confidential Information is a protective interest of the disclosing party and its Affiliates.

2. **Use and Disclosure Restrictions.** Over the course of its performance of a Firm Order, the receiving party will be exposed to and/or in a position to generate Confidential Information of the disclosing party. The nature of the disclosing party's business is highly competitive and disclosure of any Confidential Information anywhere in the world would result in severe damage to the disclosing party. The receiving party shall treat as confidential and shall not, at any time, directly or indirectly: (i) copy, transmit, quote, summarize, reproduce or make any commercial or other use whatsoever of Confidential Information, except for the disclosing party's benefit in accordance with the Agreement, or (ii) disclose, publish or make Confidential Information available, directly or indirectly, under any circumstances or by any means, to any third party without the prior written consent of the disclosing party, until such time as the information ceases being Confidential Information through no act or failure to act on the part of the receiving party and without breach of these Confidentiality Provisions.

3. **Confidentiality of Business Relationship.** In addition, the receiving party shall keep confidential the specific subject matter of the discussions, negotiations, other business explorations, or other contractual arrangements between the parties.

4. **Exceptions.** Confidential Information shall not include, and these Confidentiality Provisions shall not apply to, information (i) which the receiving party can demonstrate by documentary evidence was already known to it prior to the date it was received from the disclosing party; or (ii) which, at the time of disclosure or later, is published or becomes otherwise available to the general public as part of the public domain through no act or failure to act on the part of the receiving party and without breach of these Confidentiality Provisions; or (iii) which the receiving party can demonstrate by documentary evidence came into its possession from third parties who have a *bona fide* right to make such information available without restriction.

5. **Safeguarding of Confidential Information.**

5.1 The receiving party shall exercise the highest degree of care in safeguarding Confidential Information and shall strictly limit its disclosure of Confidential Information to only its directors, officers and employees who have a need to know such information ("Employees"). The receiving party shall not disclose or make available any Confidential Information to any Employee engaged in rendering services to a competitor of the disclosing party without the prior express written consent of the disclosing party. The receiving party shall not disclose Confidential Information to a subcontractor retained by the receiving party without first obtaining: (1) written authorization from the disclosing party; and (2) written agreement from the subcontractor to abide by the provisions of these Confidentiality Provisions.

5.2 The receiving party shall (i) inform all of its Employees coming in contact with Confidential Information of the existence and terms of these Confidentiality Provisions; (ii) instruct all such persons that such Confidential Information is the property of the disclosing party and must be carefully guarded and held in strict confidence; and (iii) require each Employee receiving Confidential Information to abide by the terms of these Confidentiality Provisions.

5.3 The receiving party shall not send any sensitive or confidential information by electronic means, including e-mail, without encrypting the information or adopting other appropriate security measures.

5.4 The receiving party shall take all necessary precautions to exclude unauthorized personnel or visitors from areas where Confidential Information is or may be available or can be observed.

6. Enforcement. The receiving party acknowledges that the disclosing party would be irreparably harmed and would have no adequate remedy at law for a breach of these Confidentiality Provisions. The receiving party hereby consents to the entry of a temporary restraining order or a preliminary injunction, without the necessity of posting a bond or other security, in addition to any other remedy available at law or in equity, to enforce these Confidentiality Provisions.

7. Return of Confidential Information. Upon termination of the Agreement or upon request by the disclosing party, the receiving party shall promptly return to the disclosing party all Confidential Information, in whatever form, that may be in the receiving party's possession, custody or control or in a location within the receiving party's knowledge, including all originals, copies, translations and reproductions thereof

8. Ownership of Designs and Inventions. The receiving party agrees its receipt of Confidential Information under these Confidentiality Provisions creates no ownership or license rights in the receiving party and the disclosing party reserves all patent, trade secret, copyright and all other proprietary rights the disclosing party might have.

9. Scope. Both Noribachi and Vendor agree these Confidentiality Provisions shall apply to all Confidential Information previously received, learned, observed, or made available to the receiving party.

10. Term. The confidential obligations of the receiving party hereunder shall continue for five (5) years from the Effective Date of any Firm Order or the date any Confidential Information is received, learned or observed by Vendor, whichever is later.