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DQS Taiwan Inc.
AGREEMENT FOR MANAGEMENT SYSTEM
AUDIT SERVICES

THIS AGREEMENT ("Agreement") is made at Taichung, Taiwan, between **DQS Taiwan Inc.**, a Taiwan corporation, 8F, 23, Yuan Huan West Road, Feng Yuan Dist., Taichung City, Taiwan 420 (hereinafter "DQS" - in the name and on behalf of the respective authorized/accredited DQS office), and

DIVA Laboratories, Ltd.

9F., No.351, Sec. 2, Zhongshan Rd., Zhonghe Dist., New Taipei City, Taiwan including any wholly owned subsidiary(s) and related parties listed on certificates issued by DQS (hereinafter referred to as "Client").

DQS and Client hereby agree that the Management System Audit Services and any other services requested by Client and performed by DQS shall be performed according to the terms of this Agreement as set forth below, including the DQS Audit and Certification Regulations, any terms or separate documents that are incorporated or made a part of this Agreement by reference, incorporation or otherwise.

1. Scope

This Agreement shall apply to all quotations, purchase orders, schedules, addendums and/or work orders hereafter agreed to between DQS and Client, unless it is otherwise agreed in writing or so prescribed by statutory instruments. DQS evaluates the processes and or the management system (s) of its Client, or parts thereof, with the goal of determining its conformity with agreed requirements or standards, including the effectiveness of the system.

The DQS Audit and Certification Regulations governing such audits, the process for determining compliance and industry specific requirements can be found at https://www.dqsglobal.com/intl/about/accreditation-and-notification/dqs-group-auditing-and-certification-rules Client agrees to these rules, and acknowledges that certification rules and industry specific requirements change from time to time and the current requirements shall be a part of this Agreement.

2. Liability and Mutual Indemnification

Client acknowledges that the findings of DQS represent its judgment given with due consideration to the limitations of practical operation and in accordance with its purposes and agrees that DQS does not warrant or guarantee that its findings will be recognized or accepted by third parties and that all warranties are therefore hereby excluded. Client agrees that DQS does not assume or undertake to discharge any responsibility of Client to any other party or parties. DQS shall direct its representatives to exercise due care in complying with Client's facility safety regulations.

To the fullest extent permitted by law, each party to this Agreement releases and agrees to indemnify the other party, its officers, employees, agents and representatives from all claims and causes of action for property damages, bodily injury and/or death accruing to that party under any circumstances except in the case of the gross negligence or willful misconduct of the party seeking indemnification. In no event shall either party be liable for any consequential, incidental or special damages hereunder, nor shall DQS's liability in any event exceed the annual amounts paid by Client for the Services of DQS.

Client agrees to hold DQS harmless and to defend and indemnify DQS against any claim, loss, expense, cost, liability or damage, including reasonable attorney's fees relating to any use or misuse by Client of the Marks, the DQS name, or any data and other information derived either directly or indirectly from an audit, or arising out of any violation by Client of the terms and conditions of this Agreement.

3. Scheduling Appointments

DQS and Client agree that the audit and/or Certification of management system(s) for Client shall be performed in accordance with the applicable standards, the industry related requirements (if applicable) and this Agreement, including any documents attached hereto or referred to herein and made a part of this Agreement. Audits shall be scheduled at the mutual convenience of both parties within the time frames mandated by the Requirements. Client shall notify DQS in writing if Client decides to postpone or cancel a scheduled audit (the "Notification"). Client shall pay to DQS a postponement/cancellation fee if the Notification is received by DQS less than 30 days but more than 15 days prior to the scheduled audit, the fee shall be the greater of 10% of the cost of each audit or NT$ 50,000. And if the Notification is received less than 15 days prior to the scheduled audit, the fee will be 75% of the cost of each audit.

4. Services, Calculation of Effort, Prices and Terms of Payment

The audit of each organization will be planned individually. Important factors are, among others, variety of products (goods and services), complexity of work processes/procedures, special product characteristics, environmentally relevant facilities, statutory requirements, company size, number of employees, degree of automation, organizational structures and distribution of sites. The procedures are based upon the currently valid global accreditation and authorization requirements. Following determination of the effort required, the audit days will be agreed upon in writing with Client in the form of a quote. Audit days comprise eight hours per day. Audits and follow-up audits may be conducted on site or by document review, subject to their placement in the audit or industry specific requirements.

Additional audit services, such as process or supplier audits, change management, project audits; audits according to specific corporate policies or to company-specific requirements will be planned and agreed upon individually in the form of a quote.

The prices listed in the DQS quote, work order, schedule and/or order confirmation accepted by Client include all fees associated with preparation prior to the audits, the on-site audits, standard reports, technical reviews, and all customary business activities related to and following the audits, but does not include fees associated with travel and living expenses. The travel and living expenses of the audit teams will be billed at cost upon the completion of each audit service as set forth above.

Costs for special or expanded reports, time for review of nonconformance responses, additional copies of certificates, issuing certificates in languages other than English, certificates with additional accreditation marks, and the annual fee will be applied separately. Invoices will be issued following each stage of performance and are due for payment in full within thirty (30) days from the date of the invoice, without deductions. Client is responsible for payment of all bank fees incurred with wire transfers.

The cost of audits, certification, recertification and surveillance services vary according to the nature and extent of the services needed as well as industry driven changes to standards or requirements. The obligation for all charges accruing for these services continues in full force irrespective of the results of any Audit. Charges for Certification and surveillance service will be billed to Client at current DQS rates, which may be changed upon written notice to Client. Where an abnormal amount of time is required as a result of Client's failure to conform to the Requirements, or where Client's control procedures are below what is considered customary under the circumstances, the cost of the extra service shall also be billed to Client at applicable rates.

Client shall be considered in default if the charges are not paid within the time set forth above and DQS is entitled to charge Client interest on all unpaid amounts at the rate of 5% per annum plus all costs of collection, including reasonable attorney's fees and litigation costs.

5. Certification and use of Mark

If Client's management system is found to conform to the applicable Requirements, Client will receive a Certificate. Upon issuance of a Certificate, a surveillance service will be established and the name of Client and of the scope of Certification will appear in DQS published records. The establishment and maintenance of Certification is contingent upon the execution of this Agreement and the continued adherence to its terms and conditions by Client.

Certificates and the Marks may be used for promotion in accordance with the provisions of this Agreement. Such use is restricted to the scope and the period of validity of the certification. The Marks may not be attached directly to a product or used in such a way as to give rise to the impression of being related to the conformity of a product with the standard or specification on which they are based. DQS is obliged to ensure correct use of certificate symbols to the best of its ability. The cost of displaying DQS's Certificate and the Marks is the responsibility of Client. It is agreed that the right to control the display or other use of the Certificate and the Marks shall be vested in DQS. In the event of disagreement between Client and DQS's representative as to whether a management system and/or its goods or services are eligible for use of the Marks, the issue shall be determined by DQS management. Client acknowledges that the Marks are the sole property of DQS and that no rights of ownership therein are granted to Client hereunder. Client is only granted the right to display the Marks as set forth herein during the applicable certification period. For guidance on use of marks see https://www.dqsglobal.com/intl/about/accreditation-and-notification .

6. Duration and Termination

The Agreement shall continue in full force and effect until terminated as hereinafter set forth. Client may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days prior written notice. In the case of any termination hereunder, DQS shall be entitled to payment for any service provided hereunder and/or expenses incurred or committed to prior to the termination date.

If Client defaults in any of its obligations under this Agreement, DQS may at its election immediately terminate or suspend the Certificate and the rights or authority conferred by this Agreement without prejudice to any other rights which DQS may have. Client understands that DQS may notify vendors, authorities, potential users, and others of an improper or unauthorized use of the authorized Certification or Marks, or any other improper or unauthorized reference to DQS when, in the sole judgment of DQS, such notification is necessary for DQS's own protection and/or the protection of the accreditation bodies policies and requirements.

In addition, DQS may terminate the Certificate and the rights or authority conferred by this Agreement upon written notice to Client upon the occurrence of any of the following events or conditions: (a) the filing of any voluntary or involuntary petition in bankruptcy by or with respect to Client, (b) the making of any arrangement or composition with creditors of Client, (c) the appointment of a receiver of the business of Client, or (d) the voluntary or involuntary liquidation of the business of Client.

7. Jurisdiction, Arbitration and Applicable Laws

This Agreement and all of the rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of Taiwan without reference to its choice of law provisions. Any dispute under this Agreement, which is not disposed of by the parties, shall be decided by a court of competent jurisdiction of Taichung, Taiwan. The parties agree that any and all disputes between the parties arising out of this Agreement or the services covered by this Agreement shall be submitted to binding arbitration pursuant to the ARBITRATION LAW of ROC.

8. Miscellaneous

This Agreement, the technical program requirements, the DQS Audit and Certification Regulations at https://www.dqsglobal.com/intl/about/accreditation-and-notification/dqs-group-auditing-and-certification-rules and the DQS quotation or order confirmation provided to Client for specific services hereunder, constitute the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement fully replaces and supersedes any and all prior agreements, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns, and, except as expressly set forth in this Agreement, no other person will have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise. No modification, supplement or amendment hereto shall be valid unless executed in writing signed by each of the parties to this Agreement. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof, nor will such waiver constitute a continuing waiver unless expressly so provided in such waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement is not effective until signed by both parties.

All rights and remedies of DQS under this Agreement are cumulative of each other and of every other right or remedy DQS may otherwise have at law or in equity, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. This Agreement may not be transferred by Client without the investigation and written approval of DQS.

DQS's relationship to Client in the performance of services hereunder is that of an independent contractor, and DQS has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by DQS under the Agreement. No joint venture is intended to be created hereby.

Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if personally served, sent by facsimile or sent by courier service, Taiwan mail (registered or certified, with postage prepaid and properly addressed), or by nationally recognized overnight courier and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or upon receipt or refusal of delivery if sent by Taiwan mail or overnight courier. For the purposes hereof, the addresses of the parties hereto (and until notice of a change thereof is delivered) shall be set forth below each party's name on the signature pages hereof, or, as to each party, at such other address as may be designated by such party in a written notice to the other party.

WE AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE AUDIT AND CERTIFICATION REGULATIONS AT https://www.dqsglobal.com/intl/about/accreditation-and-notification/dqs-group-auditing-and-certification-rules AND WARRANT THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE WITHOUT DQS TAIWAN INC.'s PRIOR WRITTEN CONSENT. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

DQS Taiwan Inc.



Bob Chen, Managing Director

DIVA Laboratories, Ltd.
(Client's Complete Legal Company Name)

By
(Signature)

(Typed Name and Title)

(Date)

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