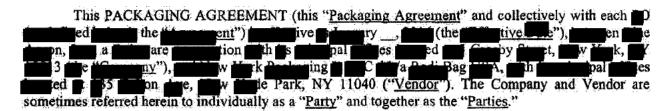
INDEX NO.

PACKAGING AGREEMENT



WHEREAS, Vendor is in the business of, amongst other things, manufacturing and selling foil bubble liners; and

WHEREAS, the Company desires to obtain from Vendor, and Vendor desires to provide to the Company, certain customized foil bubble liners in accordance with the terms and conditions set forth in this Packaging Agreement and in each applicable purchase order executed by the Parties hereunder (each, a "PO");

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Goods.

- a. General. Subject to the terms and conditions of the Agreement, during the Term (as hereinafter defined) the Company shall purchase Goods (as hereinafter defined) from Vendor and Vendor shall manufacture and sell Goods to the Company, at the prices and in the quantities set forth in the Agreement. "Goods" as used herein means the foil bubble liners as described in the specifications attached hereto as Exhibit A (the "Specifications") and in accordance with the terms herein.
- b. <u>Purchase and PO</u>. Subject to the terms and conditions of the Agreement, the Company commits to purchasing from Vendor, and Vendor commits to selling to the Company, a minimum of 5,800,000 million units of Goods (the "Commitment") over the duration of the Term (defined below). Vendor shall promptly notify the Company in writing as soon as the Commitment has been met. The Company will, from time to time, issue POs to Vendor with respect to the Goods in written form, via email or facsimile. Vendor shall confirm to the Company the receipt of each PO issued hereunder (each a "Confirmation") within two (2) business days following Vendor's receipt thereof, such Confirmation to reference the Company's PO number and the delivery date. If Vendor fails to issue a Confirmation within such time frame or otherwise commences performance under such PO, Vendor shall be deemed to have accepted the PO. The Company may withdraw any PO prior to Vendor's acceptance or deemed acceptance.
- c. Shipping; Storage at Vendor Facility. Vendor shall be responsible for manufacturing, assembling, packing, marking and shipping Goods strictly in the quantities, by the methods, and on the Delivery Dates (as defined below) to each of the Company's facilities as set forth in Exhibit A, or such other location(s) as designated by the Company in writing (collectively, the "Facilities"). Delivery times will be measured to the time that Goods are actually received and accepted by the Company at the Facilities. For the purposes of the Agreement, the "Delivery Date" shall be such date as set forth in the applicable PO, which shall in no event be later than ten (10) weeks following the date the PO is accepted by Vendor in accordance with Section 1(b) hereof unless otherwise mutually agreed between the Parties. Each shipment of Goods to the Facilities shall be accompanied by a Certificate of Compliance ("COC"). If Vendor does not comply with any of its obligations under this Section 1, the Company may, in the Company's sole