



Reverse Engineering

_____, herein after referred to as ("Customer" or "Customer's"), has agreed to enter into this contract with Aroma Alternatives® Ltd. Co., herein after referred to as ("Manufacturer" or "Manufacturer's"), this _____ day of _____, 20____, to produce product for said "Customer" under a Contract Manufacturing Agreement.

This agreement sets forth the terms and conditions applicable to said "Customer" who has entered into contract with said "Manufacturer" for said "Manufacturer" to produce their product.

- 1) "Customer" must supply a full size of the product that they wish to reproduce before any attempt at reproducing the product begins.
- 2) "Customer" will own the sole rights to the formula once done and paid in full. This does not include any fragrance, this only applies to the formula for the product. Any fragrance provided in product is for demonstration only, we will offer to sell said fragrance in different sizes at our wholesale pricing. "Customer" does have the option on most fragrance formulas to purchase the formula, that would be a separate contract. We may develop a fragrance to match your product that is being reverse engineered but said fragrance and all its rights is the sole ownership of said "Manufacturer".
- 3) "Customer" will be given the full knowledge about how to make/manufacture/reproduce the formula, with one hour support with the purchase of the formula. After that we will continue with helping said "Customer" out at a rate of \$145.00 an hour.
 - a. Time billed for research will be billed out at \$145.00 per hour.
 - b. If research is required to locate and/or find new products set forth by the said "Customer", the said "Customer" agrees to pay for locating such products at the standard rate of \$145.00 per hour.
- 4) "Customer" will be given the full labeling information for the product.
 - a. Said "Manufacturer" will help to determine what information should go on labels, but label requirements should be based on FDA's label requirements.
 - b. Said "Manufacturer" is happy to review and make opinions on label information.
 - c. Labels and their content are said "Customer's" responsibility and said "Manufacturer" has no legal responsibility for what said "Customer" puts on their label, since formula is owned by said "Customer".
- 5) "Customer" accepts full liability for any and all damages or health issues this formula may cause to anyone and releases said "Manufacturer" from any and all liability for any and all damage that may result from the use of this formula. "Customer" releases said "Manufacturer" from any and all claims that said "Customer" makes about said formula.
- 6) "Customer" will have the option of having a sample sent to an outside laboratory for challenge testing and to determine shelf life (fees apply).
- 7) We will supply the "Customer" with a reasonable amount of samples so that the "Customer" can test it and verify it is to their standards.

- 8) "Customer" has the right to change anything about the product during the development phase but "Customer" agrees that any changes will cause the delay of the finished product and "Customer" agrees to pay for all hours to make the new changes.
- 9) This project will be done on a best-effort basis. This does not in any way guarantee that said "Manufacturer" will be successful in reproducing this product, but all effort is at best-effort. "Customer" agrees to pay for research and development at a rate of \$145.00 dollars per hour no matter what the end result/outcome is. Research and Development hours beyond the initial estimate will be billed in multiples of 3 hour minimums prior to actual lab time. "Customer" will be contacted for approval of additional 3 hour blocks as needed. This will be billed to the credit card on file.
- 10) Once the product has been reproduced you will have the option of having us make the product for you. We offer lowest cost manufacturing allowing you to focus on growing your sales and marketing your company instead of spending man hours in production if that is not your company vision.
- 11) All estimates of time frames or hours of research and development are not a final bid. Everything is a general estimate and the research and development hours and time frame may vary depending on difficulties in reverse engineering of said "Customer's" product.
- 12) Depending on the level of difficulty of the product the hours and time frame can vary widely and until development towards the reverse engineering of said product starts there will be no idea of how long or how many hours it will ultimately take to develop said product.
- 13) "Customer" has the right to stop development at any point before said product is completed. Depending on the stage of development there may or may not be anything to give said "Customer".



Please fill out the form below indicating what the product is and its label ingredients:

Product Name:

Ingredients:

Product requirements: list everything that you require of this product to meet your standard:

Please initial every page of this contract, sign below and fax back to us as soon as possible.

I AGREE TO ALL TERMS AND CONDITIONS AS OUTLINED ABOVE AND IN THE CONTRACT ON FILE AND AUTHORIZE AROMA ALTERNATIVES® TO MAKE EVERY EFFORT IN REPRODUCING SAID PRODUCT LISTED ON THIS CONTRACT. I AGREE THAT THIS IS A BEST-EFFORT AND THAT AROMA ALTERNATIVES® DOES NOT GARUANTEE THE REPRODUCTION OF SAID PRODUCT.

Authorized Signature: _____
Authorized Personnel Only

Title: _____

Date: _____

Phone: _____

Email: _____