

MANUFACTURE AND SUPPLY AGREEMENT

This Manufacture and Supply Agreement (this “Agreement”), effective as of December 20th, 2017 (the “Effective Date”), is by and between Sonavex, Inc., a Delaware corporation, with offices at 2835 O’Donnell Street Suite 200, Baltimore, MD 21224 (“Sonavex”), and WinProbe Corporation, a Delaware corporation, with offices at 11770 US Highway 1, Suite 302E, Palm Beach Gardens, Florida, 33408-3054 (“Supplier”). Sonavex and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

BACKGROUND

Sonavex is a medical technology company focused on the design, development and commercialization of surgical solutions and has developed the EchoMark and EchoSure technologies for the monitoring of surgical sites by ultrasound.

Supplier is in the business of manufacturing and supplying ultrasound systems.

The Parties desire to develop Product(s) (defined below) and for Supplier manufacture and supply such Products to Sonavex, under the terms set forth herein.

AGREEMENT

In consideration of the mutual covenants and undertakings expressed in this Agreement, Supplier and Sonavex agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms in quotation marks shall have the meanings set forth below:

1.1 “Affiliate” means, with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only for so long as such person or entity meets these requirements).

1.2 “Applicable Laws” mean all domestic and foreign federal, state, and local laws, statutes, acts, ordinances, rules, codes, standards, guidelines and regulations, applicable to Supplier’s activities under this Agreement and/or to the Products or product containing Products (including the manufacture, supply, import, export or distribution thereof), including, without limitation the applicable regulations and guidelines of the FDA Quality System Requirements (QSR).

1.3 “Governmental Authority” means any applicable government regulatory authority with jurisdiction over the Products in the United States of America, including, but not limited to the FDA, or in any other jurisdiction in which Products or products containing the Products are sold or proposed to be sold.

1.4 “Intellectual Property Right” means any and all intellectual property rights and industrial property rights and all other proprietary rights, including patents, patent rights, copyrights, trademarks, trade secrets, all registrations and applications for all of the foregoing in any jurisdiction, discoveries, works, processes, methods, plans, software, designs, specifications, communication protocols, test procedures, and other scientific or technical information in whatever form.

1.5 “Latest Ship Date” means the date identified in the applicable Product Schedule as the latest possible date by which Supplier is to ship Products to Sonavex.

1.6 “New Technology” means any Technology created, invented or developed by or on behalf of either Party, or the Parties jointly, in the course of performance under this Agreement.

1.7 “Product” means a product listed in a Product Schedule.

1.8 “Product Schedule” means a schedule executed by both Parties under which Supplier will manufacture a specific Product (or Products). Each Product Schedule shall reference this Agreement. A sample Product Schedule is attached hereto as Exhibit A.

1.9 “Pricing Schedule” means the most recent document outlining pricing of the Product based on order volumes signed by both Parties.

1.10 “Quality Assurance Requirements” means the quality assurance requirements set forth in the Quality Agreement, including without limitation the manufacture, marking, inspection, testing, assembly, cleaning, labeling, packaging and storage in accordance with ISO 9001 and ISO 13485.

1.11 “Regulatory Approval” means any approvals (including supplements, amendments, pre- and post-marketing approvals, and pricing and reimbursement approvals), licenses, registrations or authorizations of any national, supra-national (e.g., the European Commission), regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity, necessary for the manufacture, distribution, use or sale of a Product in a regulatory jurisdiction.

1.12 “Regulatory Requirements” means the regulatory requirements of the FDA/QSR and other similar international bodies, and any other regulatory requirements set forth in the Quality Assurance Requirements.

1.13 “Specifications” means the written specifications established for the characteristics, quality and testing procedures for a Product, all set forth on or attached to the Product Schedule.

1.14 “Sonavex Technology” means (a) all Technology incorporated in or relating to any Product, including any Confidential Information of Sonavex, that is (i) owned or controlled by Sonavex or its Affiliates as of the Effective Date or (ii) acquired or developed by or for Sonavex or any of its Affiliates during the term of this Agreement outside of the activities under this Agreement and without use of any Confidential Information of Supplier; and (b) all New Technology developed at the expense of Sonavex or specifically applicable to Sonavex’s Product.

1.15 “Supplier Background Technology” means all Technology that is (a) owned or controlled by Supplier or its Affiliates as of the Effective Date or (b) acquired or developed by or for Supplier during the term of this Agreement outside of the activities under this Agreement and without use of any Confidential Information of Sonavex.

1.16 “Technology” means all know-how, methods, processes, techniques, proprietary information, specifications, protocols, schematics, diagrams, product designs, design layouts, databases, inventions (whether or not patentable), apparatus, hardware, devices, works of authorship, and other forms of technology.

2. DEVELOPMENT.

2.1 Project Plan. The Parties shall cooperate to develop Products as mutually agreed upon and set forth in a written project plan signed by each Party (“Project Plan”). The Project Plan shall specify the responsibilities of the Parties and any dates required for receipt of information and materials, review

and approval of documentation, scheduled engineering and manufacturing run dates and dates for other tasks for which each Party is responsible consistent with the terms of this Agreement.

2.2 Development Activities. All activities pursuant to a Project Plan shall be conducted in accordance with the Project Plan, this Agreement, and all Applicable Laws.

2.3 Product Schedule(s).

2.3.1 Upon successful development of a Product, the Parties will enter into a Product Schedule under which Supplier will conduct the manufacturing, and related services, for the Product identified thereon, in accordance with the terms of the Product Schedule and this Agreement.

2.3.2 Each Product Schedule incorporates the terms of this Agreement by reference. If and to the extent that the terms of any Product Schedule conflict with the terms of the main body of this Agreement, the main body of this Agreement will control unless such Product Schedule expressly supersedes conflicting terms, in which case such terms of the Product Schedule will control solely for purposes of that Product Schedule.

3. SUPPLY.

3.1 General. Subject to the terms and conditions of this Agreement, Supplier shall manufacture and supply to Sonavex the Products in the quantities and on the dates requested from time to time in purchase orders submitted by Sonavex to Supplier hereunder and specifically agreed to in terms of prices and deliveries by Supplier. The terms and conditions contained in this Agreement will govern all purchase orders by Sonavex for Products from Supplier and will supersede any additional or conflicting terms and conditions of any confirmation, acceptance, acknowledgement or other document provided by Supplier relating to the supply of Products by Supplier to Sonavex, unless otherwise agreed upon by both Parties. If and to the extent that the terms of any purchase order conflicts with the terms of this Agreement or the Product Schedule, this Agreement and the Product Schedule will control unless such purchase order expressly supersedes conflicting terms, in which case such terms of the purchase order will control solely for purposes of that purchase order.

3.2 Manufacturing. All Products manufactured by Supplier must conform to the Specifications and all Applicable Laws of the United States.

3.3 Materials.

3.3.1 Supplier is responsible for procuring all materials (including without limitation components) and equipment required to manufacture and package Products, including without limitation copies of all applicable standards relating thereto. Supplier shall be responsible for acquiring all special tooling, printed circuit boards, or other materials designed exclusively for Products ("Special Tooling"). Title and ownership of such materials shall remain with Supplier at all times, except as otherwise expressly set forth in this Agreement or as agreed in writing by the Parties.

3.4 Branding. Supplier shall place all Sonavex marks, logos and labeling ("Sonavex Marks") on Products as specified in writing by Sonavex. This includes both hardware and software. If requested by Sonavex, Supplier shall also place Sonavex Marks on all external shipping packages.

3.5 Changes.

3.5.1 Sonavex shall have the right to make any change it deems appropriate to the design of any Product or part. Such change shall be provided to Supplier by means of a Sonavex Design Change Request (DCR) which shall describe the nature of the change, the anticipated schedule for implementation of the change, and any manufacturing-related validation data pertinent to the change; Supplier must provide any proposed price changes (which may not exceed the reasonably estimated direct costs attributable to such changes plus reasonable margins) and accept the DCR or propose alternative terms within forty-five (45) days of receipt, following which Sonavex shall respond with another DCR as necessary. Once agreement on a final DCR has been reached, the Product Schedule and Specifications shall be updated.

3.5.2 If Supplier desires to make any change to the manufacturing processes, materials, or equipment used in the manufacture of Product or components, Supplier shall propose such change to Sonavex in writing. The proposed change shall describe the nature of the change, the reason(s) for change, anticipated schedule for implementation of change, and any validation data relevant to the change. Sonavex, in its sole discretion, shall approve or disapprove the change. Unless Sonavex has expressly approved the proposed change by approving the implementing documents, Supplier will continue to manufacture and deliver Product as prior to proposed change. Unless otherwise agreed upon by the Parties, Sonavex shall not be responsible for any additional charges resulting from a Supplier proposed change unless the change is to make the Product compliant with Regulatory Requirement changes.

3.6 Subcontractors. Supplier may utilize any subcontractors without the prior written approval of Sonavex. Supplier's engagement of any subcontractor shall not relieve Supplier of any of its obligations under this Agreement, Supplier shall be responsible for the actions of the subcontractors, and any breach of the terms of this Agreement by a subcontractor shall be deemed to be a breach of this Agreement by Supplier.

3.7 Exclusivity. Supplier acknowledges that the Products include Sonavex Technology and the Supplier shall not manufacture or package the Products for any person or entity other than Sonavex.

4. ORDERS; DELIVERY; ACCEPTANCE

4.1 Purchase Orders. Supplier will provide notice of its acceptance or rejection of a purchase order within five (5) business days of its receipt, provided receipt is confirmed. If Supplier fails to provide such notice, the purchase order will be deemed to have been accepted upon the expiration of such five (5) day period. Supplier agrees to supply Sonavex's firm orders for the Products in quantities in accordance with any forecasting requirements set forth in the applicable Product Schedule and will use commercially reasonable efforts to supply any ordered quantities in excess of any forecasting limitations. If Supplier discovers any circumstances that threatens the timely or full delivery of Products with respect to any order or Supplier's ability to fulfill Sonavex's forecasted requirements, Supplier shall promptly notify Sonavex of such delay. If requested by Sonavex, Supplier shall provide a written plan for correction of such delay. The required notification and any plan for correction shall be considered for informational purposes only and shall not release Supplier from any obligations or liabilities under this Agreement.

4.2 Ship Date. Supplier shall ship all Products no later than the scheduled Latest Ship Date. For each Product delivery other than Supplier's first delivery of a Product under a Product Schedule, if Supplier fails to meet the Latest Ship Date by more than fifteen (15) days, then Supplier, at its own expense, shall ship the Products at an express (i.e. faster than standard) shipping rate; further, for delayed shipments for reasons within Supplier's control. If Supplier is unable to fulfill Sonavex's purchase order as to Latest Ship Date, Supplier shall, as soon as Supplier becomes aware of the delay, inform Sonavex thereof in

writing, stating the reason for the delay. Nothing in this Section 4.7 shall relieve Supplier of any of its obligations or liabilities hereunder.

4.3 Shortfall. If Supplier is unable to fulfill Sonavex's purchase order as to quantity, Supplier shall, as soon as Supplier becomes aware of the shortfall, inform Sonavex thereof in writing, stating the reason for the shortfall; provided, for avoidance of doubt, that such notice shall not relieve Supplier of any obligations or liabilities therefor.

4.4 Cancellation. If Supplier cannot complete and ship Products within forty-five (45) days of the scheduled Latest Ship Date, then Sonavex shall have the option to cancel the respective order without any payment. Sonavex may cancel an order in whole or in part, by prior written notice to Supplier, for any reason. In the event of such cancellation for the convenience of Sonavex, Supplier shall use best efforts to immediately cease manufacturing of Products under such order (or cancelled portion of such order), and Sonavex shall take delivery of and pay: (1) for all Products completed and acceptable in accordance with Section 4.7; and (2) Supplier's out of pocket costs for all work-in-process inventory and raw materials inventory (provided that such raw materials inventory cannot be used for other Forecasted Sonavex orders or other third party orders) directly pertinent to the cancelled order.

4.5 Delivery. Shipment of Product shall be in accordance with Sonavex instructions in the Product Schedule. All shipments of Products shall be FCA (Incoterms 2010) Supplier's place of shipment, unless otherwise instructed by Sonavex. Upon pick-up by Sonavex's designated carrier, the risk of damage or loss to the Product(s) shall pass to Sonavex. Sonavex shall bear all shipping costs and shall be responsible for any and all insurance coverage for shipment of Products. If requested by Sonavex, Supplier shall procure insurance for the shipment of the Products, with costs reimbursed by Sonavex in response to Supplier's invoice therefor. Title to the products shall pass from supplier to Sonavex after the payment for the products is deposited in Suppliers bank and the funds are available to supplier.

4.6 Packaging; Packing List. Products shall be packed properly to withstand transportation in accordance with Supplier's standard procedures, Sonavex's instructions and sound commercial practices. Prices for the Products include the cost of packing and/or protection required to prevent damage to Products during transportation. All shipments must be accompanied by a detailed packing list referencing the product part number, specification document and revision level, product description, quantity shipped, lot number(s) and serial number(s) and customer purchase order (obtained from Sonavex). A copy of the packing list containing the listed information shall be forwarded to Sonavex.

4.7 Certificate; Inspection and Acceptance.

4.7.1 Each shipment of Product must be accompanied by final Product testing and inspection results and a certificate signed by Supplier stating that the Products comply with the Specifications, Quality Assurance Requirements and all other terms and conditions of this Agreement.

4.7.2 Sonavex, upon receipt of Products from Supplier, shall have sixty (60) days to inspect the Products with respect to compliance with the Specifications or to determine if there are any shortages or visible non-conformances. For avoidance of doubt, Sonavex's inspection shall not waive any warranty of Supplier or rights or remedies of Sonavex. If Sonavex determines during its inspection of Products that the Products do not comply, Sonavex shall notify Supplier and provide Supplier with samples of nonconforming Products (to the extent Sonavex deems possible) along with such notice and provide Supplier with the results of its inspections. Supplier, at its expense and at Sonavex's option, within thirty (30) days following the completion of Supplier's investigation into Sonavex's determination, either shall bring the

Products in question into conformance with the Specifications or shall replace the Products that Sonavex determined failed to comply with the Specifications, in either case, at no additional charge to Sonavex.

5. PRICES AND PAYMENT

5.1 Prices. Sonavex agrees to pay Supplier, in accordance with this Section 5, the price listed on the applicable Product Schedule that is applicable to each Product ordered by Sonavex, delivered to Sonavex and accepted by Sonavex. The prices shall be fixed during the term of this Agreement, except to the extent otherwise expressly set forth in the Product Schedule.

5.2 Terms of Payment. Supplier shall invoice Sonavex not earlier than each shipment of Products. The invoice shall include Supplier's name, address, invoice date, the order number, the total price calculated pursuant to the terms of the Agreement, and the name, if applicable, title, complete mailing address where payment is to be sent and must be submitted to the appropriate invoice address set forth in this Agreement, or in the order. The purchase price shall be paid in United States dollars. Sonavex shall pay undisputed and properly submitted invoices within thirty (30) days of receipt of invoice.

5.3 Tax. The prices for each Product to be paid to Supplier will be inclusive of all applicable taxes. Supplier will be solely responsible for, and will indemnify and hold Sonavex harmless from and against, the payment of all taxes (including sales, use, value-added, and income taxes) and other governmental charges (including customs duties), and any related fines, penalties, and interest, arising from the performance by Supplier of any services or the payment of fees to Supplier under this Agreement.

5.4 Credit. A limit on the amount of credit Sonavex may accumulate from the Supplier will be set in every Product Schedule. Credit may be reduced if payments are not made within the required schedule above. If Sonavex has outstanding bills more than three (3) months past due, Supplier is not obligated to ship additional Products.

6. QUALITY ASSURANCE AND REGULATORY SUPPORT

6.1 Quality Agreement. The supplier shall maintain conformity to ISO 13485 and be in compliance with the Auditors of Global Quality Assurance or any other Notified Body. No later than the date the Parties enter into the applicable Product Schedule, Sonavex and Supplier shall enter into the quality assurance agreement with respect to such Product (each, a "Quality Agreement") that sets forth the terms and conditions upon which Supplier will conduct its quality activities in connection with this Agreement, including Quality Assurance Requirements. Each Quality Agreement is subject to the terms of this Agreement, and in the event of a conflict between terms of a Quality Agreement and the terms of this Agreement, the terms of the Quality Agreement will govern with respect to quality matters, and this Agreement will govern as to all other matters. If from time to time, the Parties determine that a then-current Quality Agreement requires additional or different terms, including as necessary to comply with Applicable Laws in a given jurisdiction, the Parties will amend or supplement such Quality Agreement to reflect such terms. Each Party shall duly and punctually perform all of its obligations under the applicable Quality Agreement.

6.2 Facilities. Supplier must perform all manufacturing and packaging services at the manufacturing facility specified on the Product Schedule.

6.3 Audits. Supplier shall permit Sonavex or its representatives to perform quality audits and other audits at any of its manufacturing facilities manufacturing Products pursuant to this Agreement and, if required by Sonavex, facilitate a joint audit or visit to the sub-supplier site. Such audits shall be conducted

at Sonavex's discretion, during normal business hours and upon reasonable advance notice of the date of such intended audit, in order to ensure compliance with this Agreement and applicable law, including, without limitation, the Regulatory Requirements. Supplier shall use its reasonable efforts to accommodate Sonavex's requests to perform such audits on the date Sonavex so requests.

6.4 Regulatory Filings. Supplier agrees to use reasonable efforts relevant to its role as Supplier (i.e. by making pertinent facilities and records available to regulators and by complying with regulations pertinent to medical product manufacturing per the Quality Assurance Requirements) to assist Sonavex in obtaining such Regulatory Approvals throughout the world. Supplier will prepare a 510(k) notification submission for the Product, as specified in the applicable Project Plan. Any such submission by Supplier shall comply with all applicable FDA requirements. Supplier shall also provide, upon request by Sonavex, all information and documents concerning its production processes and quality control procedures (including procedures to comply with Quality Assurance Requirements) with respect to Products sufficient to enable Sonavex to be the named manufacturer by the FDA, including the results of all testing of Product and documentation related to QSR. Supplier shall provide Sonavex with copies of all materials provided to Government Authorities regarding the Product. Each Party will cooperate with the Party preparing and filing for Regulatory Approval of Products (the "Filing Party").

6.5 Regulatory Conformance. Supplier agrees to conform to Regulatory Requirements, and to cooperate with any inspections required by regulatory agencies with respect to Regulatory Requirements. Supplier will manufacture, package and ship the Products in accordance with the Regulatory Requirements, including without limitation the proper preparation and maintenance of a device history record for each Product. Supplier shall, on a timely basis, provide Sonavex with information in Supplier's possession relevant to its role as the supplier of Products that is reasonably necessary for and relevant to Sonavex's compliance with Regulatory Requirements. Supplier will provide to Sonavex such documentation, data and other information relating to Products as Sonavex may require for submission to Governmental Authorities and/or any copies of submissions made by Supplier to Governmental Authorities related to the Product.

6.6 Regulatory Inspections. Supplier agrees to promptly inform Sonavex of any regulatory inquiry, communication or inspection, which directly or indirectly relates to the manufacture of Products. In the event Supplier receives a notice of inspection or an inspection visit by any Governmental Authority, which involves a Product or could impact Supplier's ability to produce a Product, Supplier shall promptly notify Sonavex of notification before such inspection, except for impromptu inspections by Regulatory authorities. Sonavex, at its option, shall have the right to have its representatives present at any such inspection by a Governmental Authority. In the event there are written observations (or any other written communication) by a Governmental Authority that involve a Product or could impact Supplier's ability to produce a Product, or any proposed written response by Supplier to any such inspection, Sonavex shall be promptly informed and be provided with copies of all documentation, and shall have a reasonable opportunity to review and comment on the proposed response. If Sonavex elects to provide input to the response, such input shall be provided by Sonavex as promptly as possible and Supplier shall in good faith incorporate such input into the response.

6.7 Adverse Event Reporting. The Party that holds the Regulatory Approval for the applicable Product shall have full control and authority for all reporting to Governmental Authorities of adverse events associated with the use of such Product. If Supplier or Sonavex becomes aware of any adverse events associated with the use of a Product, they shall report all information in their possession regarding such event to Supplier and Sonavex as soon as practicable after becoming aware of such information. The parties shall cooperate with each other in supplying information that may be used to investigate the cause of such event.

6.8 Incidents or Accidents. Supplier shall immediately notify Sonavex in writing of any incident or accident experienced by Supplier that Supplier in its reasonable judgment believes may affect the quality of Products that Supplier is obligated to deliver hereunder or its ability to meet its delivery and shipment obligations hereunder. Supplier shall immediately investigate such incident or accident, and Supplier shall provide a written report of the results of the investigation of such incidence or accident to Sonavex within five (5) business days of completion of the investigation. For avoidance of doubt, such notification shall not relieve Supplier of any of its obligations or liability hereunder, or waive any of Sonavex's rights with respect thereto.

6.9 Recalls. Sonavex shall promptly inform Supplier of any decision to recall or otherwise undertake any corrective action with respect to any Product. Formal written follow up, containing adequate detail for Supplier to make the appropriate impact assessment, shall be provided to the Supplier within three (3) business days of such decision. Sonavex is solely responsible for the traceability of each unit of Product delivered by Supplier to Sonavex. If Supplier becomes aware of any condition that may result in a Product recall or other corrective action, Supplier shall promptly notify Sonavex. The final decision to proceed with a recall or corrective action shall be made by the party who holds the current regulatory compliance. In the event of any recall or other corrective action for Product, Sonavex shall be responsible for conduct and corrective action of and all costs incurred by Sonavex or Supplier related to the recall; provided, however, that Supplier shall be responsible for all costs incurred by the Parties related to a recall or other corrective action proximately and primarily caused by Supplier's failure to comply with this Agreement or the Quality Agreement or its gross negligence. Supplier shall provide Sonavex with such reasonable assistance in connection with such recall or corrective action as may reasonably be requested by Sonavex.

7. WARRANTIES

7.1 General Warranties by Sonavex. Sonavex represents and warrants that (i) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and (ii) the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements or any judgment, order, or decree by which Sonavex is bound.

7.2 General Warranties by Supplier. Supplier represents and warrants that (i) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; (ii) the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements or any judgment, order, or decree by which Supplier is bound; (iii) it has the skill, expertise, and experience in the industry necessary to perform the obligations set forth in this Agreement; (iv) all of its employees who will be performing obligations under this Agreement are properly trained and qualified in manufacturing Products and that its manufacturing facility is properly equipped for that purpose; (v) it has sufficient capability and capacity to meet Sonavex's reasonably anticipated requirements of Products; and (vi) it has, and will maintain during the term of this Agreement, all government permits, including without limitation health, safety, and environmental permits, necessary for the conduct of the actions and procedures that it undertakes pursuant to this Agreement.

7.3 No Debarment. Supplier represents and warrants that (i) neither it nor any of its employees has been debarred under Section 306(a) or Section 306(b) of the Food, Drug and Cosmetic Act and that no debarred person will in the future be employed to manufacture the Products, (ii) no person working in the manufacture of Products has a conviction that could lead to debarment under Section 306(a) or Section 306(b) of the Act and (iii) Supplier shall notify Sonavex immediately of any action toward conviction or debarment under Section 306(a) or Section 306(b) of the Act of any person working in the manufacture of the Products.

7.4 Performance Warranties by Supplier.

7.4.1 Supplier warrants to Sonavex that (i) it will convey good title to all Products delivered to Sonavex, free from any security interest, lien or other encumbrance, once paid for (ii) the Products delivered to Sonavex shall have passed all Quality Assurance Requirements, (iii) the Products delivered to Sonavex shall have been manufactured (including packaging, testing, shipping, etc.) in accordance with the Specifications and all Applicable Laws and (iv) will not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended.

7.4.2 Supplier warrants to Sonavex that, from the date of receipt by Sonavex and for a period of fifteen (15) months (or, if longer, the expiration dating consistent with and established pursuant to Regulatory Requirements (the “Warranty Period”), Products delivered hereunder: (i) will conform to the applicable quality standards, Specifications, and design drawings; and (ii) will be free from defects in materials, manufacturing and workmanship. Any repairs or replacements and all associated costs during the Warranty Period will be the responsibility of the Supplier. The Supplier is obligated to offer a service agreement covering the Product for purposes of maintenance.

7.4.3 If any Product does not conform to any of the warranties in Sections 7.4.1 or 7.4.2, applicable quality standards or Specifications or otherwise is defective, in addition to other remedies available to Sonavex, Sonavex may notify Supplier of such defect during the Warranty Period and return the defective Products to Supplier. Without limiting any of Sonavex’s other available remedies, Supplier shall, at Sonavex’s election: (a) promptly repair or replace such Product without charge; or (b) refund or credit the payments made to Supplier for such Product. Supplier will be responsible for the cost of shipping the defective Products to Supplier and Supplier will be responsible for shipping the repaired or replaced Products. Repaired or replaced Products shall be warranted as set forth above in this Section 7.3. Supplier will also diligently work with Sonavex to determine the cause of such defect and to implement appropriate corrective measures. The warranties set forth in this Section 7.3 shall extend to customers of Sonavex (or its distributors/resellers) and their end users. After the Warranty Period, if any Product does not conform to any of the warranties in Sections 7.4.1 or 7.4.2, applicable quality standards or Specifications or otherwise is defective, in addition to other remedies available to Sonavex, the Parties will follow the service agreement.

8. INTELLECTUAL PROPERTY AND LICENSES

8.1 Supplier Background IP. As between Sonavex and Supplier, Supplier is the sole and exclusive owner of all right, title and interest in and to Supplier Background Technology, and all Intellectual Property Rights therein.

8.2 Sonavex Technology. As between Sonavex and Supplier, Sonavex is the sole and exclusive owner of all right, title and interest in and to Sonavex Technology, including all New Technology, and all Intellectual Property Rights therein. Supplier shall, and hereby does, assign to Sonavex all New Technology developed for Sonavex applications. Supplier, as assignor, agrees to assist Sonavex, as assignee, in every proper way (including becoming a nominal party and having the Supplier’s employees and contractors execute any documents) to evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain and defend such proprietary right. Supplier will ensure that its employee and contractors who are involved in the development of any New Technology are legally obligated to assign their rights in any New Technology to Supplier, for assignment to Sonavex hereunder.

8.3 License Grant to Supplier. Subject to the terms and conditions of this Agreement, and solely during the term of this Agreement, Sonavex hereby grants to Supplier a non-exclusive, non-transferable, revocable, fully-paid, and royalty-free license, without the right to sublicense, to internally use Sonavex Technology for the sole purpose of performing its obligations pursuant to this Agreement. Supplier will not use any Sonavex Technology for any other purpose, including manufacturing any product for any entity other than Sonavex.

8.4 License Grant to Sonavex. Supplier hereby grants to Sonavex a non-exclusive, transferable, irrevocable, perpetual, fully-paid and royalty-free license under the Supplier Background Technology, with the right to sublicense, to use, sell, have sold, import and otherwise exploit the Products specified in the Product Schedule (including new versions thereof), upon termination pursuant to Section 10.2.2 (Termination for Cause), the right to manufacture or have manufactured such Products. Sonavex shall elect to either pay the assigned beneficiaries of the Supplier's assets 5% of the price on the Supplier's Pricing Schedule for a standard license or pay 20% of the price on the Supplier's Pricing Schedule for a comprehensive package (including engineering drawings, bill of materials, etc.) to reproduce the Products. All payments are limited to the Supplier's Background Technology and expires in ten (10) years. This clause will be controlled by an executor which controls the keys to the Xilinx codes.

8.5 No Implied Licenses. Except as expressly provided in Section 8, nothing contained in this Agreement is intended to confer by implication, estoppel, or otherwise, upon either party any license or rights in any Intellectual Property Rights of the other party.

9. CONFIDENTIALITY

9.1 Confidential Information. During the term of this Agreement, each Party (the "Receiving Party") may be provided with, have access to, or otherwise learn confidential and/or proprietary information of the other Party (the "Disclosing Party") (including certain technical information and materials) that is of substantial value to the Disclosing Party, which is identified as confidential at the time of disclosure or which should reasonably be considered, under the circumstances of its disclosure, to be confidential to the Disclosing Party ("Confidential Information"). Supplier agrees that all source code provided by Sonavex, the New Technology, the Specifications, purchase orders and pricing are Confidential Information of Sonavex.

9.2 Confidentiality Obligations. All Confidential Information remains the property of the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and contractors who need to know the Confidential Information for purposes of performing under this Agreement and who are bound by the Receiving Party's standard employee or contractor (as applicable) confidentiality agreements. The Receiving Party will not use the Confidential Information except in its performance under this Agreement. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures the Receiving Party uses to maintain the confidentiality of its own confidential information of like importance but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information that comes to the attention of the Receiving Party's senior management and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure.

9.3 Additional Protections. With respect to Sonavex's source code, technical specifications, and other materials reasonably deemed to be a trade secret of Sonavex ("Trade Secret Information"), Supplier will limit access to such Trade Secret Information only to those employees of Supplier who have a need to know such Trade Secret Information and will maintain records of who has access to such Trade Secret Information. Upon request, Supplier will provide such records to Sonavex.

9.4 Exceptions. The confidentiality obligations do not extend to Confidential Information which: (i) becomes part of the public domain without the fault of the Receiving Party; (ii) is rightfully obtained by the Receiving Party from a third party with the right to transfer such information without obligation of confidentiality; (iii) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information, as evidenced by written records; or (iv) was lawfully in the possession of the Receiving Party at the time of disclosure, without restriction on disclosure, as evidenced by written records. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party as may be required by law, a court order, or a governmental agency with jurisdiction, provided that before making such a disclosure the Receiving Party first notifies the Disclosing Party promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, the Regulatory Filing Party may disclose the other Party's Confidential Information to Regulatory Authorities solely to the extent necessary to obtain and maintain Product approvals and clearances, and the Regulatory Filing Party shall use commercially reasonable efforts to obtain confidential treatment thereof.

9.5 Return of Confidential Information. Upon termination or expiration of this Agreement or upon the Disclosing Party's request, the Receiving Party will return to the Disclosing Party all tangible copies of Confidential Information of the Disclosing Party in the Receiving Party's possession or control and will erase from its computer systems all electronic copies thereof.

9.6 Confidentiality of the Agreement. Except as expressly provided herein, each Party agrees not to disclose any terms of this Agreement to any third party without the consent of the other Party; provided, disclosures may be made as required by securities or other applicable laws, or to Affiliates, or to a Party's accountants, attorneys and other professional advisors, provided that such accountants, attorneys and other professional advisors under a duty of confidentiality. Neither Party shall issue a press release or other public announcement concerning this Agreement, the transactions contemplated herein or the relationship between Sonavex and Supplier without the prior written consent of an authorized representative of the other Party.

9.7 Remedy. Misuse or disclosure of the Confidential Information by the Receiving Party would cause irreparable harm to the Disclosing Party not adequately compensable by money damages. If the Receiving Party violates or threatens to violate any provision contained herein, the Disclosing Party may seek a restraining order or injunction, or both, against the Receiving Party, without the need to post any bond and without the need to demonstrate actual damages, in order to protect the confidentiality and value of the Confidential Information, and the entry of such restraining order or injunction, or both, shall not preclude the Disclosing Party from seeking any damages or other relief to which it may be entitled under law.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to this Agreement, this Agreement will commence as of the Effective Date and will continue in effect for an initial term of five (5) years, and thereafter will automatically renew for additional two (2) year terms, unless Sonavex gives written notice of non-renewal at least one (1) year before the end of the then-current term.

10.2 Termination for Cause. Either Party will have the right to terminate this Agreement, effective immediately, by giving the other Party written notice of termination, if:

10.2.1 the other Party breaches any of its obligations under this Agreement and fails to cure such breach to the reasonable satisfaction of the terminating Party within sixty (60) days after written notice thereof from the terminating Party; or

10.2.2 the other Party dissolves, liquidates, or ceases to conduct business; or

10.2.3 the other Party ceases paying its obligations as they become due.

10.3 Termination for Convenience. Sonavex may terminate this Agreement at any time and for any reason with at least ninety (90) days' notice. Termination for convenience shall not release either Party from its obligations to purchase or produce products or services for the duration of the notice period.

10.4 Effects of Termination. Upon termination or expiration of this Agreement, the following will apply:

10.4.1 Unless specifically requested by Sonavex to cease all manufacturing of Products for any outstanding purchase orders, Supplier will complete and deliver all Products for any outstanding orders consistent with Section 4.1 (Purchase Orders), and Sonavex shall pay for all such Products and take delivery thereof pursuant to the terms of the applicable purchase order.

10.4.2 Sonavex shall, unless this Agreement is terminated by Sonavex pursuant to Section 10.2 (Termination for Cause), take delivery of and pay: (1) agreed price for all applicable finished Products that are completed and acceptable per Section 4.7 (Certificate; Inspection and Acceptance); and (2) Supplier's documented out-of-pocket costs for all work-in-process inventory and raw materials inventory (provided that such raw materials inventory cannot be used for other Forecasted Sonavex orders) directly pertinent to any cancelled order, if any.

10.4.3 All licenses granted to Supplier under this Agreement will automatically terminate (except to the extent and for-the period necessary under Section 10.4.1).

10.4.4 Supplier will destroy or return to Sonavex all Confidential Information of Sonavex.

10.4.5 In the event Sonavex terminates this Agreement pursuant to Section 10.2 (Termination for Cause), Sonavex shall have the right, at its discretion, to place a final order of Products prior to or on the effective date of termination (the "Final Order"). The number of units of Products ordered through the Final Order shall not exceed two-hundred percent (200%) of, whichever is greater, either (a) the units forecasted for the next year in the most recent forecast provided by Sonavex prior to the notice of termination or (b) the units ordered or delivered in the twelve (12) months immediately preceding the notice of termination.

10.4.6 In the event this Agreement terminates pursuant to 10.2.2, Supplier will deliver to Sonavex all information and documentation necessary for Sonavex to manufacture or have a third party manufacture the Product under the terms of 8.4.

10.4.7 Within thirty (30) days of request by Sonavex, Supplier shall provide to Sonavex a certification signed by an officer of Supplier with authority to bind Supplier on such matters that Supplier has complied with the terms of this Section 10.4; and

10.4.8 Remedies for breach and Sections 1 (Definitions), 3.3.2 (Materials and Tooling) for a period of one year, 6.6 (Regulatory Inspections), 6.7 (Adverse Event Reporting), 6.8 (Incidents or Accidents), 6.9 (Recalls), 7 (Warranties), 8.1 (Supplier Background IP), 8.2 (Sonavex Technology), 8.4 (License Grant to Sonavex), 9 (Confidentiality), 10.4 (Effects of Termination), 11 (Indemnification), 12 (Insurance), 13 (Limitation of Liability) and 14 (General) will survive any expiration or termination of this Agreement.

11. INDEMNIFICATION

11.1 Supplier. Supplier agrees to defend, indemnify, and hold harmless Sonavex, its Affiliates, and its and their officers, directors, employees, and agents from and against any third party claims or suits (“Claims”), and any losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising therefrom, based on (a) any claim or allegation that the Supplier Background Technology or any processing step, procedure, or method used by Supplier in manufacturing any Product infringes or misappropriates any Intellectual Property Right, except where such step, procedure or method is proprietary to Sonavex and specified by Sonavex to be part of the Specifications, (b) Supplier’s failure to manufacture (including without limitation packaging, testing and shipping) any Product in accordance with the terms of this Agreement (including without limitation Specifications and the Quality Assurance Requirements), (c) Supplier’s acts or omissions in performance of its obligations under this Agreement which have resulted in any bodily injury, death, or damage to property, including any manufacturing defect, (d) Supplier’s breach of any provision of this Agreement, (e) the negligence or willful misconduct of Supplier, or (f) any claims by employees of Supplier for liabilities arising out of employment by Supplier, including without limitation, wages, benefits, workers’ compensation, or violations of law.

11.2 Sonavex. Sonavex agrees to defend, indemnify, and hold harmless Supplier, its Affiliates and its and their officers, directors, employees, and agents from and against any Claims, and any losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising therefrom, based on (a) any claim or allegation that the Sonavex’s software or the designs provided by Sonavex infringes or misappropriates any Intellectual Property Right; (b) Product failures directly attributable to design defects based on designs provided by Sonavex, (c) Sonavex’s acts or omissions in performance of its obligations under this Agreement which have resulted in any bodily injury, death, or damage to property, or (d) the negligence or willful misconduct of Sonavex.

11.3 Procedures. A Party that intends to claim indemnification under this Agreement (the “Indemnatee”) shall promptly notify the other Party (the “Indemnitor”) in writing of any Claims in respect of which the Indemnatee, its Affiliates, and its and their officers, directors, employees, or agents, intends to claim such indemnification, and the Indemnitor, at its cost and expense, shall have the right to participate in, and to the extent the Indemnitor so desires, to assume the defense thereof with counsel mutually satisfactory to the Parties; provided, however, that an Indemnatee shall have the right to retain its own counsel for such proceeding. The Indemnitor shall control the defense and/or settlement of any such Claims, and this indemnity agreement shall not apply to amounts paid in connection with any Claims if such payments are made without the consent of the Indemnitor, which consent shall not be unreasonably withheld. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such Claim, if and to the extent prejudicial to its ability to defend such Claim, shall to such extent relieve such Indemnitor of any liability to the Indemnatee under Section 11. At the Indemnitor’s request and expense, the Indemnatee and its employees and agents shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any Claims covered by this indemnification and provide full information with respect thereto.

12. INSURANCE. Throughout the term of this Agreement and for a period of five (5) years thereafter, Supplier and Sonavex will each maintain (i) comprehensive general liability insurance covering bodily injury, property damage, contractual liability, products liability and completed operations and (ii) Worker’s Compensation and employer’s liability insurance, all in such amounts as are necessary to insure against the risks to Supplier’s operations, but in no event less than the following minimum amounts:

Insurance

Minimum Limits of Liability

Worker’s Compensation

Statutory

Employer's Liability	\$1,000,000
Comprehensive General Liability (Including Products and Completed Operations Liability)	\$2,000,000 per occurrence/\$4,000,000 aggregate
Umbrella/Excess Liability (Including Products and Completed Operations Liability)	\$2,000,000 per occurrence

All policies must include the other as an additional insured with a waiver of all rights of subrogation. Each party will notify the other at least thirty (30) calendar days prior to the cancellation or implementation of any material change in the foregoing policy coverage that would affect the other Party's interests. Upon request, each Party will supply the other with as evidence of insurance a certificate of insurance stating that the coverage will not be canceled or materially altered without thirty (30) calendar days prior notice to the other.

13. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A BREACH OF SECTION 8 (CONFIDENTIALITY) OR A PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION): (1) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, SPECULATIVE, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) THE CUMULATIVE AND TOTAL LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES OR ALLEGED DAMAGES ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY, IS LIMITED TO, AND WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS PAID OR PAYABLE BY SONAVEX TO SUPPLIER UNDER THIS AGREEMENT DURING THE THIRTY-SIX (36) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION; OR (B) \$2 MILLION DOLLARS (\$2,000,000).

14. GENERAL

14.1 Governing Law/Venue. This Agreement is governed by the laws of the challenged party without regard to any conflicts of laws principles that would result in application of laws of any other jurisdiction and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state and U.S. federal courts located in Baltimore, Maryland or Palm Beach, Florida. Both Parties hereby consent to the jurisdiction of such courts. Notwithstanding the foregoing, either Party at its sole option shall be entitled to seek to obtain a temporary restraining order, a preliminary injunction, or similar equitable relief from any competent court having jurisdiction over the other Party.

14.2 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of the Agreement (other than payment obligation) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, shortage of materials, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any Governmental Authority or the other

Party, provided that such Party promptly notifies the other Party and resumes performance as soon as possible.

14.3 Assignment. Neither Party may assign or transfer this Agreement (by operation of law or otherwise), or its rights or obligations hereunder, without the prior written consent of the other Party, except that Sonavex may, without the prior written consent of Supplier, assign this Agreement to an Affiliate or to an entity that acquires all or substantially all of its assets or business related to this Agreement or Supplier may, with the prior written consent of Sonavex, assign this Agreement to an Affiliate or to an entity that acquires all or substantially all of its assets or business related to this Agreement. Any attempted assignment or transfer in violation of the foregoing will be null and void.

14.4 Waiver. Except as specifically provided for herein, the waiver from time to time by either Party of any right or failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same right or remedy or of any other of such Party's rights or remedies provided under this Agreement. All waivers must be in writing.

14.5 Independent Contractors. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency of any kind. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party.

14.6 Captions. The captions contained in this Agreement are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several Sections hereof.

14.7 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, then such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

14.8 Notice. Any notices required or permitted hereunder shall be given in writing to the appropriate Party at the address specified below or at such other address as such Party shall specify in writing. Such notice shall be deemed given upon personal delivery, one (1) day after the date such notice is provided by overnight delivery service, three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid, or (4) upon acknowledgement of receipt if notice is transmitted by facsimile or email.

If to Sonavex:

Sonavex, Inc.
2835 O'Donnell Street
Suite 200
Baltimore, MD 21224
Attention: David Narrow
Telephone: (443) 862-2003
Email: dnarrow@sonavex.com

If to Supplier:

WinProbe Corporation
11770 US Highway 1
Suite 302E
Palm Beach Gardens, FL 33408
Attention: Guy Scott
Telephone: (561) 626-4405
Email: gscott@winprobe.com

14.9 Entire Agreement. This Agreement (including the exhibits hereto) sets forth all of the agreements and understandings between the Parties with respect to the subject matter hereof, and supersedes

and terminates all prior agreements and understandings between the Parties with respect to the subject matter hereof; provided, for clarity, that any confidentiality agreement between the Parties shall remain in effect and shall apply with respect to any information exchanged under such agreement. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of the Parties.

14.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


SONAVEX, INC.

WINPROBE CORPORATION

By: 

Name: David Narrow

Title: Chief Executive Officer

By: 

Name: W Guy Scott

Title: CEO, President

[Signature Page to Manufacture and Supply Agreement]

EXHIBIT A

FORM OF PRODUCT SCHEDULE

PRODUCT SCHEDULE NO. []

This Product Schedule No. [] ("Product Schedule") is dated [] ("Schedule Date") and is made by and between Sonavex, Inc. ("Sonavex") and WinProbe Corporation ("Supplier") pursuant to that certain Manufacture and Supply Agreement entered into by and between the Parties effective _____, 201__ ("Agreement"). Capitalized terms used but not defined in this Product Schedule have the meanings ascribed to them in the Agreement.

- 1) Product: []
- 2) Price: The price for Product is [] and such price is fixed for the term of this Product Schedule.
- 3) Forecasting: []
- 4) Lead Time: The Latest Ship Date shall be the date [] days from Supplier's receipt of the Purchase Order.
- 5) Manufacturing Facility:
- 6) Term: The term of this Product Schedule will commence on the Schedule Date and, unless earlier terminated in accordance with the Agreement, will continue until [].
- 7) Specifications: See **[ATTACH OR REFERENCE SPECIFICATIONS DOCUMENT HERE.]**

SONAVEX, INC.

WINPROBE CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____