# SALES AND PURCHASE CONTRACT

BUYER:
EMPRESA MUNICIPAL DE SERVICIOS FUNERARIOS Y DE CEMENTERIOS DE MADRID, SA Calle Salvador de Madariaga nº 11, Madrid 28027, Spain Fiscal Code (CIF): A-87607917

Legal Representative: Dña. Inmaculada Sanz Otero

SELLER:
LENO (M) SDN BHD
Address: No. 1-81G, Jalan Teknologi 3/9 Bistari De Kota, Kota Damansara 47810 Petaling Jaya, Selangor, Malaysia

Legal Representative: Dato Sri San Chin Choon

SCOPE OF CONTRACT:
This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy, and the Seller agree to sell the below mentioned product according to the terms and conditions stipulated below:

PRODUCT:
Description of product:
Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold)

Manufacturer: JOYSBIO (Tianjin) Biotechnology Co., Ltd
Address: Tianjin International Joint Academy of Biotechnology & Medicine 9th floor No. 220, Dongting Road, TEDA, Tianjin, 300457 P.R. China

Specifications
Declaration of Conformity for CE Certification of Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold)
Certifications of CE compliance

PACKAGING:
Packaging: 20 tests / box, 50 boxes / carton
Master carton: 1000 tests
Size master carton: 639*395*325mm
Gross weight master carton: 9.7kg

TOTAL: 250 Master Carton (250,000 Tests pcs)

The packaging requirement is not mandatary.

QUANTITY:
Total deliver quantity is one million pieces for the first and only order.

INCOTERMS:
FOB Tianjian

PRICE:
Price per piece for one million pieces at US$ 17.00

CONTRACT VALUE:
The total value of the contract for the 250,000 pieces is US$ 4.250.000,00

PAYMENT TERMS:
Order 50% 2.125.000,00 $ TT payment upon ordering and 50% 2.125.000,00 $ TT payment to upon successful internal quality inspection report.

GUARANTEE OF QUALITY/QUANTITY:
With internal quality inspection report, the Seller guarantees that the product hereof is brand new and complies in all respects with the quality and specification stipulated in this Contract including CE certification. Quantity upon best effort of manufacturer. Buyer irrevocably agrees to buy goods upon satisfactory internal quality inspection report.

PERFORMANCE GUARANTEE:
The seller to offer a corporate guarantee for 2% as a performance bond.

CUSTOM FORMALITY:
The buyer shall be responsible for all and any customs clearance documentation for export and import at its own cost in accordance with the applicable laws and regulations.

GOVERNING LAW AND JURISDICTION
This sales and purchase contract shall be governed by and construed in accordance with the laws of Malaysia without giving effect to the principles of conflict of laws thereof.

The parties irrevocably and unconditionally submit to the exclusive jurisdiction of Malaysia, in relation to any disputes or proceedings relating to or arising out of this agreement.

EFFECTIVENESS OF CONTRACT:
This contract shall be effective upon signing of this document by both parties.

The payment of the quantity agreed for the order for the Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold) shall be effective upon lodging of the bank instrument (Initial MT103 transaction).

TERMINATION OF CONTRACT:
Duration of the Contract is one month.

FORCE MAJEURE:
Neither the Seller nor the Buyer shall be liable for any failure to perform as required by this Contract to the extent that such failure to perform is due to force majeure which is reasonably beyond said party's control, such as earthquake, flood, fire, factory downtimes, war or other unforeseen events, and whose occurrence and consequences are unforeseeable and unavoidable.
The party's obligations under the Contract affected by such event shall be suspended for the period of delay caused by such event. The prevented party shall notify the other party without any delay, and within 15 days thereafter provide detailed information of such event explaining the reason of its inability to perform all or part of the Contract.
The Buyer and Seller shall, through consultations, decide whether to terminate the Contract or to exempt part of the obligations for a certain period until the event of force majeure has ended.

NON-CIRCUMVENTION AND NON-DISCLOSURE
This agreement is not to be freely circulated and is only for the purpose of the transaction contained herein.
The parties accept and agree to the provisions of the International Chamber of Commerce for, non-circumvention and non-disclosure with regards to all and every one of the parties involved in this transaction and agreement, additions, renewals, and third party assignments, with full reciprocation for a period of 5 years from the date of execution of this agreement with additional 2 years automatic roll – over renewals at the close of each transaction or exchange of information.
This clause is extensive to all subsidiaries and or affiliated companies and includes and protects the intermediary companies, acting as brokers. It is further agreed that any information of buyer, manufacturer and seller contained in this agreement is to be held in the strictest confidence, except to the legal councils, accountants or financial advisor.

**Indemnity: Any Breach of this agreement will be treated as violation making the party responsible to compensate the other party for the loss.**
**Assignment: the parties shall not transfer or assign same or any part of the obligations of this agreement without the advance written consent of the other party.**
Entire agreement: the entire agreement between the seller and the buyer is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorized representatives in the same manner as this agreement. The provisions of this agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of stated jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.

**GUARANTEE LETTER:**
**Manufacturer will provide a guarantee letter covering full legal & corporate responsibility to safely deliver goods FOB Tianjin even during the event of an export ban on the product described above by the PRC authorities.**

**GENERAL PROVISIONS**
**By signing of this contract, all previous correspondence and negotiations connected herewith shall immediately become null and void.**
**This contract comes into effect from the date of signing and receiving of it by all parties.**
**Any additional amendment and additional clauses to it shall be valid only if made in writing and duly signed by all parties are involved.**
**This contract shall be made in TWO (2) original hard copies in English language, where each party shall be entitled to receive an original hard copy of this contract in electronic form.**

**COPY OF CERTIFICATES DELIVERED:**
**Certificate of incorporation**
**Manufacturing license**
**Certificate of ISO 13485 Quality System**
**Declaration of Conformity for CE Certification of Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold)**
**CE Certificate**

**SELLER'S BANKING INFORMATION**

| | |
|---|---|
| Name of the Bank | **MAYBANK** |
| Address of the Bank | Ground Floor, Wisma FGV, G2W, Jalan Raja Laut, Chow Kit, 50350 Kuala Lumpur,<br>Malaysia. |
| Account No. | 514299128989 |
| Account Name | LENO (Malaysia) SDN BHD |
| SWIFT Code | MBBEMYKL |
| Bank Phone Number | +60-03-26936121 |
| Bank Officer/Title | TAY PECK SIAN - OFFICER |
| Bank Officer Email | tayps@maybank.com |

## SIGNATURE PAGE:

**This sales and purchase agreement have been read by the parties and knowing the content of it, they signed it by duplicate on the day 25th of March 2020.**

**This sales and purchase agreement have One Annex.**

**SELLER:**

**BUYER: EMPRESA MUNICIPAL DE SERVICIOS FUNERARIOS Y CEMENTERIOS DE MADRID**

**CEO**
**Jose Luis Martinez Almeida**

**LEGAL REPRESENTATIVE: Dña. Inmaculada Sanz Otero**

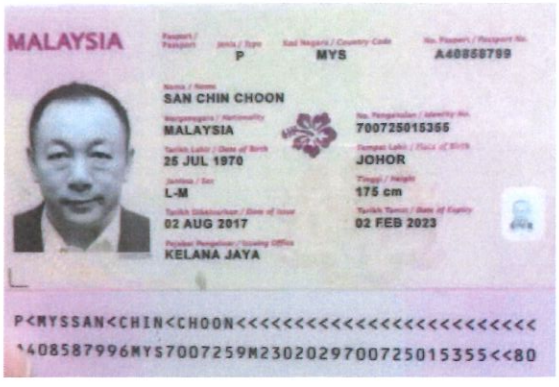
**Signature & Stamp: _____**
**Date: 25/03/2020**

**Signature & Stamp: _____**
**Date: 25/03/2020**

**SELLER:**
**LENO**
**ADRESS**
**LEGAL REPRESENTATIVE**

LENO (M) SDN BHD
LENO

**Signature & Stamp: _____**
**Date: 25/03/2020**



# ANNEX 1

We LENO (M) SDN BHD, with full corporate and legal responsibility under penalty of perjury, confirm that we will deliver the product and quantity specify into the contract under FOB Tianjin delivery terms to international (AWSP). In the event of Force Majeure, for any other reason what soever such as, but not limited to the export ban from the local government at origin, the delivery could not be performed, we LENO _____ irrevocably confirm and guarantee that the totality of the funds paid in advance by _____ will be entirely paid back within 5 banking days to _____ bank account. (namely the 50% upfront payment and balance payment of 50% payment against internal quality inspection report).

Signed and sealed by Seller
Date


END OF DOCUMENT

## Certificate of incorporation

统一社会信用代码
91120116553445456F

# 营业执照

（副 本）

名　　称　正元盛邦（天津）生物科技有限公司

类　　型　有限责任公司

法定代表人　霍五奎

经营范围　许可项目：第二类医疗器械生产，第三类医疗器械生产，第三类医疗器械经营，医护人员防护用品生产（Ⅱ类医疗器械），普通货物生产（不含危险化学品），卫生用品和一次性使用医疗用品生产，货物进出口，进出口代理，技术进出口，化妆品生产，医用口罩生产。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）。一般项目：第二类医疗器械零售，第二类医疗器械批发，医护人员防护用品批发，医用口罩批发，消毒剂销售，日用化学产品制造，化妆品批发，化妆品零售，日用百货批发，日用品零售，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，医用口罩零售，眼镜制造，医护人员防护用品零售，日用口罩（非医用）销售，日用口罩（非医用）生产，第一类医疗器械生产，第一类医疗器械批发，第一类医疗器械零售，医护人员防护用品生产（Ⅰ类医疗器械）（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）。

注册资本　肆仟万元人民币

成立日期　二〇一〇年五月十三日

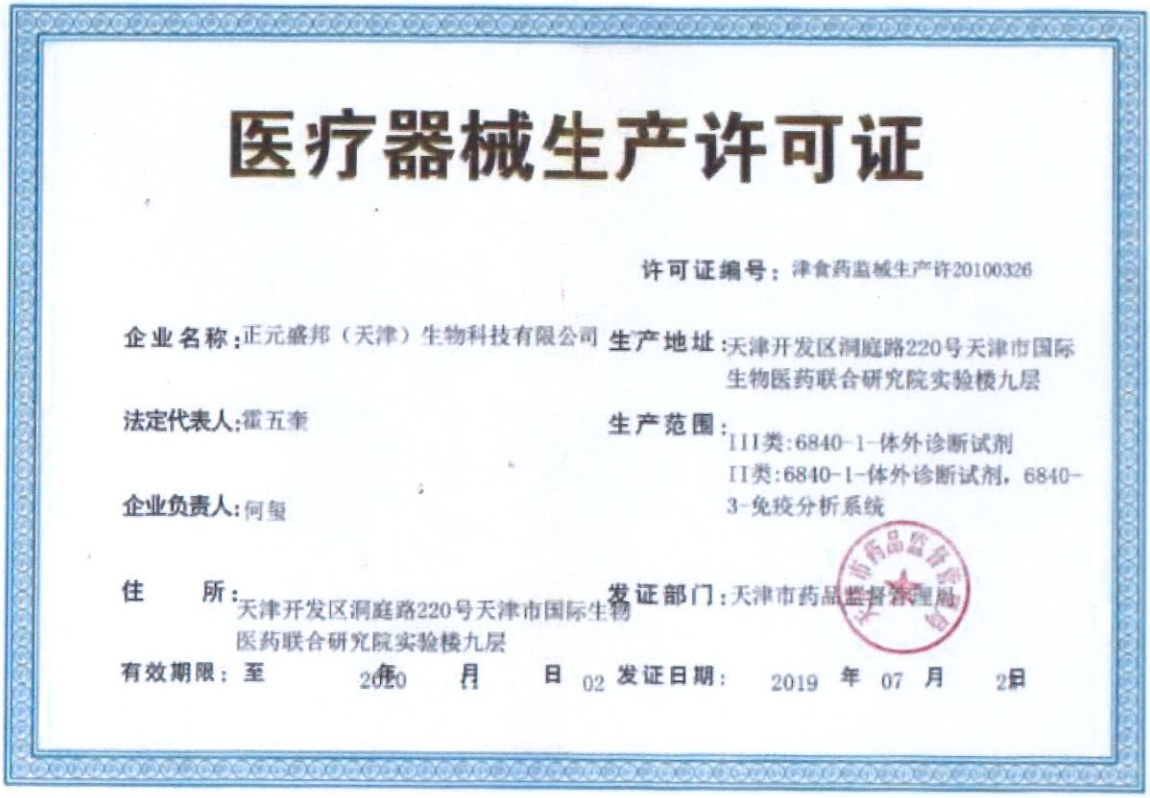
营业期限　2010年05月13日至2030年05月12日

住　　所　天津开发区洞庭路220号天津市国际生物医药联合研究院实验楼九层

登记机关　天津市滨海新区市场监督管理局

2020 年 03 月 02 日

Manufacturing license



# 医疗器械生产许可证

许可证编号：津食药监械生产许20100326

企业名称：正元盛邦（天津）生物科技有限公司

法定代表人：霍五奎

企业负责人：何玺

住　　所：天津开发区洞庭路220号天津市国际生物医药联合研究院实验楼九层

生产地址：天津开发区洞庭路220号天津市国际生物医药联合研究院实验楼九层

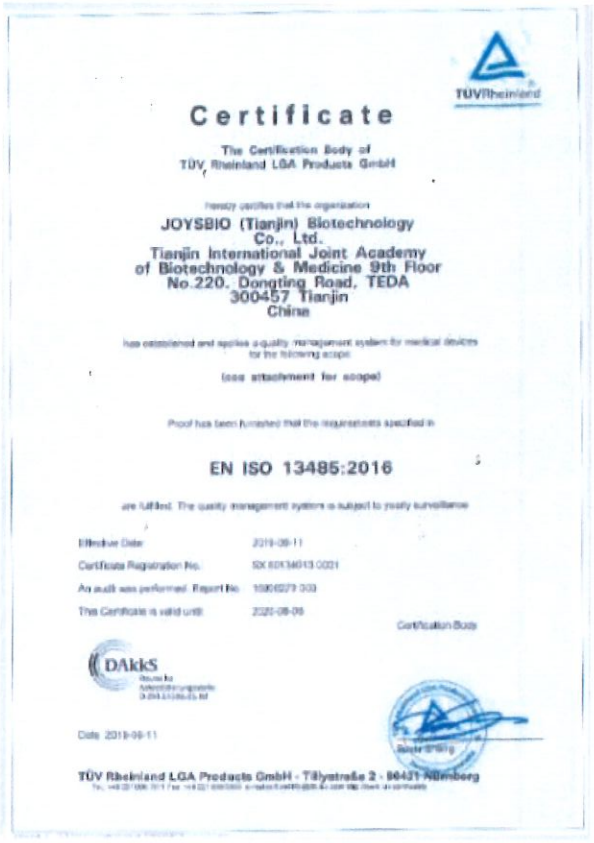
生产范围：III类:6840-1-体外诊断试剂
II类:6840-1-体外诊断试剂，6840-3-免疫分析系统

发证部门：天津市药品监督管理局

有效期限：至 2020 年 11 月 02 日　发证日期：2019 年 07 月 2日

国家药品监督管理局制

## Certificate of ISO 13485 Quality System



TÜVRheinland

Certificate

The Certification Body of
TÜV Rheinland LGA Products GmbH

hereby certifies that the organization

JOYSBIO (Tianjin) Biotechnology
Co., Ltd.
Tianjin International Joint Academy
of Biotechnology & Medicine 9th Floor
No.220, Dongting Road, TEDA
300457 Tianjin
China

has established and applies a quality management system for medical devices
for the following scope:

(see attachment for scope)

Proof has been furnished that the requirements specified in

EN ISO 13485:2016

are fulfilled. The quality management system is subject to yearly surveillance.

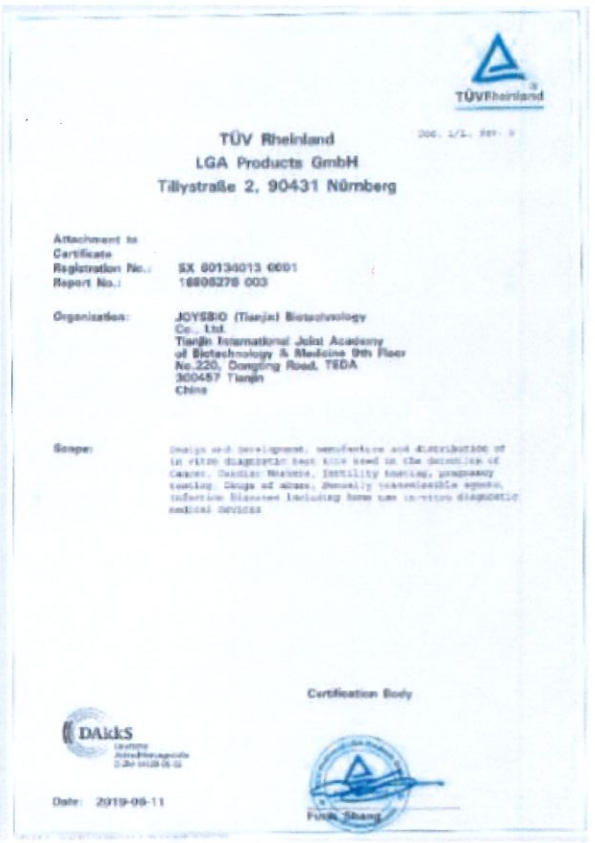
Effective Date: 2019-09-11
Certificate Registration No.: SX 60134013 0001
An audit was performed, Report No.: 18068278 003
This Certificate is valid until: 2022-09-06

Certification Body

DAkkS

Date: 2019-09-11

TÜV Rheinland LGA Products GmbH · Tillystraße 2 · 90431 Nürnberg



TÜVRheinland

TÜV Rheinland
LGA Products GmbH
Tillystraße 2, 90431 Nürnberg

Attachment to
Certificate
Registration No.: SX 60134013 0001
Report No.: 18068278 003

Organization: JOYSBIO (Tianjin) Biotechnology
Co., Ltd.
Tianjin International Joint Academy
of Biotechnology & Medicine 9th Floor
No.220, Dongting Road, TEDA
300457 Tianjin
China

Scope: Design and development, manufacture and distribution of in vitro diagnostic test kits used in the detection of cancer, Cardiac Markers, Infertility testing, pregnancy testing, Drugs of abuse, Sexually transmissible agents, Infection Diseases including home use in-vitro diagnostic medical devices

Certification Body

DAkkS

Date: 2019-09-11

# Declaration of Conformity for CE Certification of Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold)

Declaration of Conformity for CE Certification of COVID-19 IgG/IgM Rapid Test Kit (Colloidal Gold)

## Declaration of Conformity

Manufacturer: **JOYSBIO (Tianjin) Biotechnology Co., Ltd.**
Tianjin International Joint Academy of Biotechnology &Medicine 9th floor, No.220, Dongling Road, TEDA 300457 Tianjin China

Whose single Authorized EU-Representative: Luxus Lebenswelt GmbH
Kochstr.1, 47877, Willich, Germany
DIMID: DE/0000047791
Lin Sun
Tel: 0049-1715605732
E-mail: info.m@luxuslw.de

Product Name: COVID-19 IgG/IgM Rapid Test Kit (Colloidal Gold)

Classification: **Others of ANNEX II of IVDD**

Conformity Assessment Route: **Annex III**

We herewith declare that the above mentioned products meet the transposition into national law, the provisions of the following EC Council Directives and Standards. All supporting documentations are retained under the premises of the manufacturer.

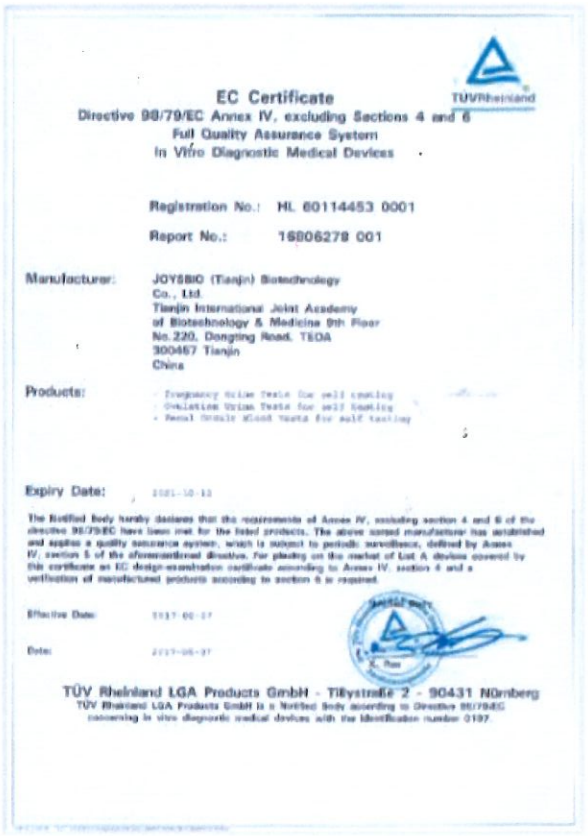
**General applicable directives:**
In Vitro Diagnostic Medical Devices DIRECTIVE 98/79/EC

**Harmonized standards:** EN ISO 13485:2016, EN ISO 14971:2012, EN ISO 15223-1:2016, EN ISO 18113-1:2011, EN ISO 18113-2:2011, EN ISO 23640:2015, EN13975:2003, EN13612:2002

Signature: Sen Wang 2020.3.18
Name: Wang Sen
Title: General Manager
Position: TEDA Tianjin China

CE

# EC CERTIFICATION



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**EC Certificate**

Directive 98/79/EC Annex IV, excluding Sections 4 and 6
Full Quality Assurance System
In Vitro Diagnostic Medical Devices

Registration No.: HL 60114453 0001

Report No.: 16806278 001

Manufacturer: JOYSBIO (Tianjin) Biotechnology Co., Ltd.
Tianjin International Joint Academy of Biotechnology & Medicine 9th Floor
No.220, Dongting Road, TEDA
300457 Tianjin
China

Products:
- Pregnancy Urine Tests for self testing
- Ovulation Urine Tests for self testing
- Renal Grade Blood Tests for self testing

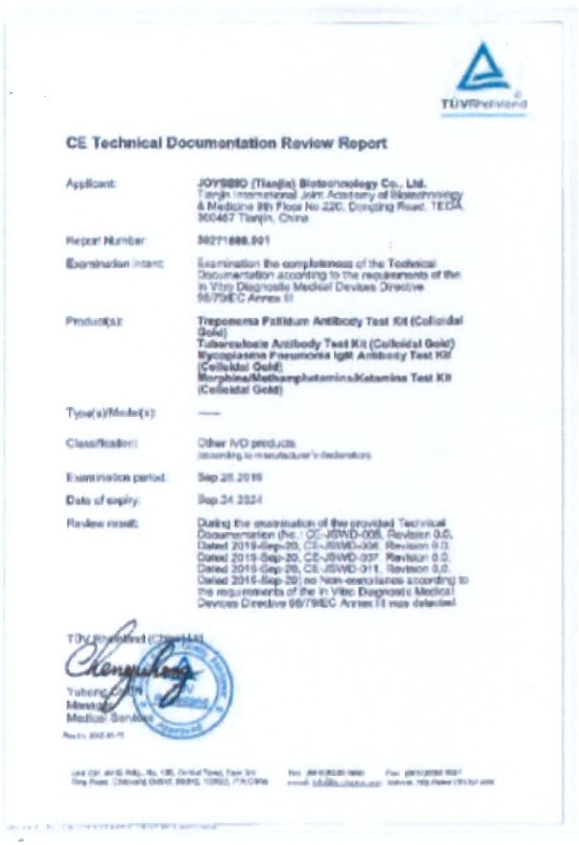
Expiry Date: 2021-10-11

The Notified Body hereby declares that the requirements of Annex IV, excluding section 4 and 6 of the directive 98/79/EC have been met for the listed products. The above named manufacturer has established and applies a quality assurance system, which is subject to periodic surveillance, defined by Annex IV, section 5 of the aforementioned directive. For placing on the market of List A devices covered by this certificate an EC design-examination certificate according to Annex IV, section 4 and a verification of manufactured products according to section 6 is required.

Effective Date: 2017-09-27

Date: 2017-09-27

TÜV Rheinland LGA Products GmbH · Tillystraße 2 · 90431 Nürnberg
TÜV Rheinland LGA Products GmbH is a Notified Body according to Directive 98/79/EC concerning in vitro diagnostic medical devices with the identification number 0197.



TÜVRheinland

**CE Technical Documentation Review Report**

| | |
|---|---|
| Applicant: | JOYSBIO (Tianjin) Biotechnology Co., Ltd.<br>Tianjin International Joint Academy of Biotechnology & Medicine 9th Floor No.220, Dongting Road, TEDA, 300457 Tianjin, China |
| Report Number: | 80271888.001 |
| Examination intent: | Examination the completeness of the Technical Documentation according to the requirements of the In Vitro Diagnostic Medical Devices Directive 98/79/EC Annex III |
| Product(s): | **Treponema Pallidum Antibody Test Kit (Colloidal Gold)**<br>**Tuberculosis Antibody Test Kit (Colloidal Gold)**<br>**Mycoplasma Pneumonia IgM Antibody Test Kit (Colloidal Gold)**<br>**Morphine/Methamphetamine/Ketamine Test Kit (Colloidal Gold)** |
| Type(s)/Model(s): | ---- |
| Class/Index: | Other IVD products<br>according to manufacturer's declaration |
| Examination period: | Sep 26, 2019 |
| Date of expiry: | Sep 24, 2024 |
| Review result: | During the examination of the provided Technical Documentation (No.: CE-JSWD-008, Revision 0.0, Dated 2019-Sep-26), CE-JSWD-036, Revision 0.0, Dated 2019-Sep-26), CE-JSWD-037, Revision 0.0, Dated 2019-Sep-26), CE-JSWD-011, Revision 0.0, Dated 2019-Sep-26) no Non-conformities according to the requirements of the In Vitro Diagnostic Medical Devices Directive 98/79/EC Annex III was detected |

TÜV Rheinland (China) Ltd.

Yubero Zhang
Manager
Medical Services

## Photo of Product