NUCOREBIO · FORMULA + OEM BUNDLE · SAMPLE AGREEMENT TEMPLATE

Formula License + OEM Manufacturing Bundle Agreement

SAMPLE TEMPLATE
NOT LEGALLY BINDING
NCB-BUN-060 · v2.0 · 2026
IP License + Production
Combined Agreement

SAMPLE DOCUMENT — NOT LEGALLY BINDING

SAMPLE TEMPLATE: This document demonstrates the structure of NuCoreBio's combined Formula License + OEM Manufacturing Agreement — the "Bundle" package. It is not a binding legal document. Final agreements are customised to specific formulas, volumes, territories, and commercial terms and signed by both parties. Consult qualified legal counsel before executing any agreement.

Party	Role	Details
NuCoreBio Technology Co., Ltd.	LICENSOR & CONTRACT MANUFACTURER	Hainan Free Trade Port, China · Formula IP owner + production network operator
[Client Company Name]	LICENSEE & BUYER	[Legal name, country of registration, address, contact person]
Effective Date	—	[Date of full execution by both authorised signatories]
Licensed Formula	—	[Formula code + name, e.g. NCB-MH-001 — ProVital M24™]
License Territory	—	[Geographic territory for IP use and product sale]
License Type	—	[Non-exclusive / Exclusive — see Schedule A]
Minimum Initial Order	—	[Units, e.g. 5,000 capsules / 5 kg active blend]
Production Pricing Tier	—	[Tier based on volume — see Schedule B]

WHY THE BUNDLE IS THE SIMPLEST PATH TO MARKET

WHAT IS THE BUNDLE AGREEMENT? NuCoreBio's Formula + OEM Bundle combines two agreements into one streamlined document: Part A — Formula IP License (right to sell Licensed Products under your brand) Part B — OEM Manufacturing Agreement (NuCoreBio produces Licensed Products for you) The bundle eliminates the need for separate negotiations and provides integrated pricing for both the IP access and the production. Most first-time licensees prefer the bundle — it is simpler, faster, and provides a locked-in production price.

— PREAMBLE

Recitals & Purpose

WHEREAS, NuCoreBio Technology Co., Ltd. ("NuCoreBio") owns and has developed the proprietary Formula IP identified in Schedule A, and operates a network of GMP-certified contract manufacturing facilities capable of producing dietary supplement products to pharmaceutical-grade standards;

WHEREAS, [Client Company Name] ("Client") wishes to: (a) license the Formula IP to build and sell a branded dietary supplement product, and (b) engage NuCoreBio as its contract manufacturer for the production of such products under Client's private label brand; and

WHEREAS, the parties wish to document their entire commercial relationship — both the IP license and the manufacturing arrangement — in this single consolidated Bundle Agreement for clarity and efficiency;

NOW, THEREFORE, the parties agree as follows:

— PART A

Formula IP License Terms

PART A governs the intellectual property license component of the Bundle. It grants Client the right to sell products made from the Formula IP under Client's brand within the Licensed Territory.

A.1 License Grant

NuCoreBio grants Client a license (exclusive or non-exclusive as specified in Schedule A) to use the Formula IP solely to manufacture, market, distribute and sell Licensed Products under Client's brand within the Licensed Territory. The license is personal to Client and may not be sublicensed without NuCoreBio's prior written consent.

A.2 IP Ownership

The Formula IP remains the exclusive property of NuCoreBio at all times. This Agreement grants a right to use — not a transfer of ownership. Full IP transfer requires a separate IP Transfer Agreement at an additional fee.

A.3 License Fee

Client shall pay the License Fee specified in Schedule B. For Bundle clients, the License Fee is typically reduced or waived for the first contract manufacturing order — the specific arrangement is defined in Schedule B. License Fee is non-refundable once paid.

A.4 Permitted Use

Client may: sell Licensed Products under Client's own brand; use clinical references from the Formula Dossier in marketing materials (within applicable claim regulations); request approved modifications per Article A.5. Client may NOT: sublicense; disclose Formula IP to unapproved third parties; make Category C modifications (see NCB-FMR-053 for modification categories).

A.5 Formula Modifications

Modifications to the Formula IP follow the three-category system in NCB-FMR-053 (Formula Modification Rights Guide). Category A (minor) changes need only notification; Category B (approved) changes require written consent; Category C changes are prohibited without full renegotiation.

A.6 Regulatory Compliance

Client is responsible for all regulatory compliance in the Licensed Territory, including product registration, label compliance, health claims, and import permits. NuCoreBio provides supporting documentation (COA, TDS, MSDS, Certificate of Origin) as standard with every production order. Regulatory consulting is available at additional cost if required.

— PART B

OEM Manufacturing Terms

PART B governs the contract manufacturing relationship. NuCoreBio agrees to manufacture Licensed Products for Client to the Formula Specification in Schedule C. This Part covers production obligations, quality, pricing, lead times, and reorder.

B.1 Manufacturing Appointment

Client appoints NuCoreBio as its preferred contract manufacturer for Licensed Products during the Term of this Agreement. NuCoreBio accepts this appointment and agrees to manufacture Licensed Products in accordance with the Formula Specification (Schedule C), applicable GMP standards, and the quality requirements in Article B.3.

B.2 Minimum Order Quantities (MOQ)

The Minimum Order Quantity (MOQ) for each production run is specified in Schedule B. Standard MOQ for encapsulated products: 5,000 units per run. Standard MOQ for powder blends: 5 kg active blend (approx. 100–250 sachets depending on dose). Pilot orders below MOQ are available at a pilot order surcharge as specified in Schedule B.

B.3 Quality Standards

NuCoreBio guarantees: (a) all production in ISO/IEC 17025-tested batches with COA; (b) full GMP compliance (21 CFR 111 or equivalent for Licensed Territory); (c) heavy metals within USP <232> limits; (d) microbial within USP <2021> limits; (e) active potency within ±5% of specification by HPLC; (f) product conforms to Formula Specification (Schedule C) in all material respects. If any batch fails to meet these standards, NuCoreBio will replace the batch at no cost.

B.4 Production Lead Times

Standard production lead time: 21–35 business days from confirmed purchase order + 50% deposit receipt. Rush production (14–18 business days): available at +20% surcharge subject to capacity. Pilot orders: 10–14 business days. Lead times are indicative and may vary during peak production periods. NuCoreBio provides written production timeline confirmation with each order.

B.5 Purchase Orders

Client places production orders using the Bundle Order Form (NCB-BOF-063) or by written purchase order stating: formula code, quantity, packaging specification, label version, and required delivery date. NuCoreBio confirms or rejects each PO within 3 business days. Confirmed POs are binding on both parties.

B.6 Pricing & Payment

Production pricing is set out in Schedule B by volume tier. Payment terms: 50% deposit on PO confirmation; 50% balance before shipment. Production pricing is valid for 12 months from Agreement date and subject to annual review based on raw material market conditions. NuCoreBio gives 60 days' notice of any price changes.

B.7 Shipping & Delivery

NuCoreBio ships finished products from its Hainan Free Trade Port warehouse. Default Incoterms: FOB Haikou Port (China). DDP (Delivered Duty Paid) available for US, EU, AU, UK at additional freight and duty cost per Schedule B. NuCoreBio provides full export documentation package with every shipment.

B.8 Reorder Conditions

Client may reorder at any time using the Bundle Order Form. Standing order arrangements (monthly or quarterly auto-replenishment) are available at a 3% volume discount for 12-month standing order commitments. NuCoreBio maintains minimum buffer stock of key raw materials for established clients to reduce lead times on reorders.

B.9 Defective Product & Returns

If Client receives a batch that demonstrably fails to meet the COA specifications: (a) Client must notify NuCoreBio within 14 days of receipt with photographic evidence; (b) NuCoreBio will collect, analyse and replace defective units within 30 days; (c) Client may not return product without NuCoreBio's prior written authorisation. Returns for reasons of incorrect formula brief or changed client preference are not accepted without goodwill agreement.

— PART C

Documentation Package, Confidentiality & General Terms

Document	Provided When	Format	Cost
Certificate of Analysis (COA)	With every batch — HPLC potency + heavy metals + microbial	PDF — 3rd-party ISO/IEC 17025 lab	Included in production price
Material Safety Data Sheet (MSDS)	With first order; updated if formula changes	PDF — GHS compliant	Included
Technical Data Sheet (TDS)	With first order; per formula version	PDF — ingredient spec + physical properties	Included
Certificate of Origin (CO)	With every shipment — Hainan FTP, China	PDF — notarized if required	Included; notarization surcharge applies
Allergen Declaration	With every batch	PDF — EU14 + US9 allergens	Included
Packing List	With every shipment	PDF — lot numbers, weights, counts	Included
Halal Certificate	On request — requires Halal production line	PDF — per batch	Halal production surcharge; see Schedule B
Stability Study Data	On request for established formulas	PDF — ICH 40°C/75%RH × 6 months	Included for licensed formulas
Label Compliance Review	First label per market	Written review from NuCoreBio regulatory team	1 review included; $150/market thereafter
Ingredient Supplier COAs	On request (NDA required)	PDF — redacted to protect supplier identity	Available under NDA at no charge

C.1 Confidentiality

All Formula IP details, production pricing, supplier identities, and technical specifications are Confidential Information. Both parties maintain strict confidentiality for the Term and 5 years thereafter. Formula concentrations remain permanently confidential.

C.2 Term & Termination

This Agreement continues for an initial term of 2 years and automatically renews annually unless either party gives 90 days' notice. Either party may terminate for material breach not cured within 60 days. Client may terminate for convenience on 90 days' notice; all outstanding production orders and payments remain due.

C.3 Limitation of Liability

NuCoreBio's aggregate liability under this Agreement shall not exceed the total production fees paid by Client in the 12 months preceding the claim. Neither party is liable for indirect, consequential, or punitive damages.

C.4 Intellectual Property Indemnity

NuCoreBio warrants that to its knowledge the Formula IP does not infringe third-party IP rights and will indemnify Client against third-party IP infringement claims relating solely to the Formula IP itself. Client indemnifies NuCoreBio against claims arising from Client's label, marketing claims, or distribution activities.

C.5 Governing Law & Dispute Resolution

Governed by Hong Kong SAR law. Disputes first by senior-level good faith negotiation (30 days), then binding HKIAC arbitration. Language of arbitration: English.

— SCHEDULES

Schedule Summary & Execution Block

SCHEDULES A–D: COMPLETED IN FINAL EXECUTED AGREEMENT

SCHEDULE A: Formula identity and description; Licensed Territory; license type (exclusive/non-exclusive); pilot sample specification and lead time. SCHEDULE B: License fee (or waiver conditions); MOQ; production pricing by volume tier; Halal/rush surcharges; DDP freight estimates; payment terms. SCHEDULE C: Complete Formula Specification Sheet — ingredient identities, concentrations, standardisation parameters, COA acceptance criteria. Released under NDA. SCHEDULE D: Packaging specification — bottle/container type, label dimensions, closure type, outer carton spec, barcode requirements.

FOR AND ON BEHALF OF NUCOREBIO TECHNOLOGY CO., LTD. (LICENSOR & CONTRACT MANUFACTURER)	**FOR AND ON BEHALF OF [CLIENT COMPANY NAME] (LICENSEE & BUYER)**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title / Position: _____	Title / Position: _____
Date of Execution: _____	Date of Execution: _____
Company Stamp (if applicable): ____	Company Stamp (if applicable): ____

NEXT STEPS TO LAUNCH YOUR BUNDLE

READY TO START YOUR BUNDLE ORDER? Step 1: Execute NDA → receive full formula specification Step 2: Request pilot sample (10–14 days lead time) Step 3: Approve sample + receive customised Bundle Agreement Step 4: Sign agreement + pay 50% deposit → production begins Email: Mc5896538@outlook.com | WhatsApp: +86 15866920149 | Reference: NCB-BUN-060 We confirm your bundle inquiry within 24 business hours.