

LEGAL DOCUMENTS

Dawood Parker

Melys AFS Ltd

ENTREPRENEURSHIP FOR SCIENTISTS AND ENGINEERS

Durban, South Africa

May 20-May 24, 2013



Entrepreneurship Workshop
Durban, South Africa
May 20-May 24, 2013

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**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6562883

The Registrar of Companies for England and Wales hereby certifies that
MELYS AFS LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 11th April 2008



Companies House
— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985

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The Companies Acts 1985 to 2006

Private Company Limited by Shares

Company Number: 6562883

MEMORANDUM AND ARTICLES OF ASSOCIATION

Melys AFS Limited

Incorporated the 11th April 2008

Jordans Limited
Company Formation and Information Specialists
Legal Stationers and Publishers
Telephone 0117 923 0600
Fax 0117 923 0063

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PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made this _____ day of _____, 20____,
by and between the following individuals:

Name:

Address:

and

Name:

Address:

and

Name:

Address:

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS AGREEMENT is made as of the ____ day of _____, 20__.

B E T W E E N:

[The Corporation - **your company**], a corporation governed by the laws of **[name of country or state]** (the “Corporation”)

- and -

[You or your partners who own the IP you wish to assign to your company] (the “Assignor”)

RECITALS

- A. At the time of the incorporation of the Corporation, the Assignor was the owner of or held proprietary rights in relation to intellectual property identified herein and related to the Corporation’s business of [description of the business] (the "Intellectual Property"), which Intellectual Property was developed in contemplation of being used, either directly or indirectly, by the Corporation in connection with carrying on the business of the Corporation.

BILATERAL NON-DISCLOSURE AGREEMENT

This agreement, dated [date] is between [Company 1, name and full address of your company], and [Company 2, name and full address of company you wish to have a non-disclosure agreement with].

RECITALS

A. To facilitate such discussions, the Recipient may be given access to proprietary or confidential technical information of [Company 1's] relating to [state subject of non-disclosure agreement].

B. In consideration of being permitted to review such information, the Recipient has agreed to restrictions on the use and disclosure of such information.

AGREEMENT

The parties have therefore agreed as follows:

The National Centre for Product Design & Development Research
(A trading name of UWIC Company Limited)

TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND/OR SERVICES

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1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Buyer"	the person(s), firm or company whose order for the Goods and/or Services is accepted by the Company
"Company"	The National Centre for Product Design and Development Research (a trading name of UWIC Company Limited)
"Contract"	any contract between the Company and the Buyer for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2
"Goods"	any Goods which the Company supplies to the Buyer (including any of them or any part of them) under a Contract
"Services"	any Services which the Company provides to the Buyer (including any of them or any part of them) under a Contract
"Terms and Conditions"	the standard terms and conditions set in this document together with any special terms agreed in writing between the Buyer and the Company [as specified on the front of the acknowledgement of order].

2. FORMATION AND INCORPORATION

- 2.1 Subject to any variation under **Condition 12.5**, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
- 2.2 Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase Goods or Services upon these Terms and Conditions. The Contract is formed when the order is accepted by the Company by way of a written acknowledgement of order. No contract will come into existence until a written acknowledgement of order is issued by the Company. Any quotation is valid for a period of 30 days only from its date, provided the Company has not previously withdrawn it.

3. DESCRIPTION

- 3.1 The quantity and description of the Goods or Services will be as set out in the Company's quotation and/or agreed specification. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.
- 3.2 The Company may make any change to the specification, design, materials or finishes of the Goods or provision of the Services which are:
- 3.2.1 required to conform with any applicable safety, statutory or regulatory requirement; or
- 3.2.2 do not materially affect their quality or performance.

4. PRICE AND PAYMENT

- 4.1 The price for the Goods or Services will be the price set out in the Company's quotation. The price is exclusive of any costs of packaging and carriage, VAT and any other applicable sales tax or duty which will be added to the sum in question.
- 4.2 The price of the Goods shall be subject to variation at any time prior to delivery including but not limited to price fluctuations beyond the reasonable control or where changes or alterations have been requested by the Buyer or where the Buyer has failed to provide adequate or timely information or instructions.

- 4.3 The Company may invoice the Buyer for the Goods on or at any time after delivery, or the Services on or at any time after performance commences and payment is due within 30 days of service of such invoice, or upon termination of the Contract, whichever occurs first.

- 4.4 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

- 4.5 If any sum payable under the Contract is not paid when due then, without prejudice to the Company's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 3 per cent per annum over National Westminster Bank plc base rate from time to time and the Company will be entitled to suspend deliveries of the Goods or performance of the Services until the outstanding amount has been received.

5. INSTALLMENTS

- 5.1 The Company may deliver the Goods by separate instalments or perform the Services in stages. Each instalment or stage will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment or stage will entitle the Buyer to repudiate or cancel any other Contract or instalment or stage. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.

6. DELIVERY

- 6.1 Delivery of the Goods will be accepted at any time of day. If the Buyer fails to take delivery, or provide any necessary documents, the Goods will be deemed to have been delivered and the Company, without prejudice to its other rights, may at its option:

6.1.1 store or arrange for storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or

6.1.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.

- 6.2 The Company will use reasonable endeavours to deliver or perform each of the Buyer's orders for the Goods or Services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or performance.

7. PRODUCTION SAMPLES

When any product or range of products deriving directly or indirectly from work undertaken by the Company for the Buyer becomes commercially available the Buyer shall provide the Company with a production sample of the product/s free of charge. Where such is unreasonable, then the Buyer shall provide suitable photographic or digital graphical media.

8. RISK/TITLE

- 8.1 The property in all Goods and in all intellectual property in any form whatsoever including but not limited to designs, drawings, ideas, inventions or processes will remain the property of the Company until the price of such Goods or Services has been paid in full and cleared through the Company's bank but risk in the Goods or Services will pass to the Buyer from the date of delivery.
- 8.2 The Buyer's right to possession will terminate immediately upon the occurrence of an event which would allow the Company to terminate the Contract under **Condition 11.1**.
- 8.3 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

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EXCLUSIVITY AGREEMENT

This Exclusivity Agreement is between:

[Company 2 – company you are entering into an agreement with]

and

[Company 1 – your company]

Dated [date]

This Agreement sets out the principal terms and conditions on, and subject to which, [Company 2] is willing to license or accept assignment of the [patents/technology] set out in Appendix A owned by [Company 1] (the “[**Patents/Technology**]”) from [Company 1] subject to the agreement and signing by the parties of a detailed legally binding license agreement.

CONSULTANCY AGREEMENT

Consultancy Agreement Between:

[Company 2]

[Name of Individual]

Date

1. SCOPE

[Outline of area of expertise.]

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TERM SHEET

This Term Sheet represents the current understanding of the parties with respect to certain of the major issues relating to the proposed private offering and does not constitute a legally binding agreement. Except for the section entitled “Binding Terms” this summary does not constitute a legally binding obligation. Any other legally binding obligation will only be made pursuant to definitive agreements to be negotiated and executed by the parties. This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy securities in any jurisdiction where the offer or sale is not permitted.

THE OFFERING	
Issuer:	[Your Company] a corporation incorporated under the laws of [country or state] (the “Corporation”)
Securities:	Class A Preferred Shares (the “Preferred”)
Amount of the Offering:	[amount]
Price per share:	[amount] (the “Initial Price”), based on a pre-money valuation of [amount] and the attached capitalization table (Appendix A)
Investors(s):	[name] and other accredited investors, acceptable to the Corporation.

ACQUISITION AGREEMENT

[Name and address of Company 2 – the company wishing to acquire]

[Name and address of Company 1 – your company]

We are pleased to submit the following proposal to acquire all of the outstanding stock (the “Shares”) of [Company 1] (the “Company” on the following terms and conditions:

1. Structure

a) [Company 2] or its Affiliates (the “Buyer”) will acquire all of the issued and outstanding Shares of the Company from the Company’s shareholders (collectively, the “Shareholders”). In accordance with the foregoing, this proposal is conditioned upon the agreement and authority of all Shareholders to sell all of their Shares to Buyer. The shareholders shall appoint a representative to act on their behalf.

b) The Parties acknowledge that prior to the close of the Stock Purchase transaction, the Shareholders will cause a new entity to be formed (“Newco”) and the Company will transfer to Newco:

nb: taxation

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