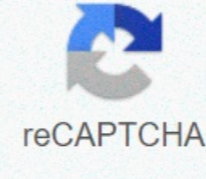




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International manufacturing license agreement template

Exhibit 10.3 Some confidential information contained in this document, marked by brackets, has been separated by this 1934 and is separated by the Securities and Exchange Commission under the Securities and Exchange Commission 24/2 with the Securities Exchange Act, as amended. License and Manufacturing Agreement this License and Manufacturing Agreement (This Agreement) is made on this 24th day of April, 2012 and between and between Powerwave Technologies, Inc., a Delaware Corporation whose principal office is in 1801 E. Andrew California 92705 (Lacansaur), aside, and The Shanzan Tatfook Technology Company, Ltd., a company established under the laws of the People's Republic of China, whose main office is The Shanghang Ind. The 3rd Industrial Area of the Central Company is in The Hawang Road, Shajong Town, Bo's One District, Shenzhen, 518104, People's Republic of China (License), on the other hand. (The license and the license are collectively called as parties and each individual is a party). While The Manufacturers, Lacansand and License intend to enter into a licensing and manufacturing agreement, which shall have specific rights to manufacture, distribute and sell licensed products (as explained) in the terms and conditions set out. Therefore, the parties' executive objectives, the lockandand and the license agree to the following satisfactory terms and conditions. Article 1: The terms in this agreement define the following definition: 1.1. The agreement will mean this agreement. 1.2. The reasonable efforts of the business will mean, in terms of a given responsibility, the efforts that a reasonable person in the promisor position will use to perform this responsibility as reasonably possible. The contract year means that section 7.1 is defined as an early term or term of renewing this agreement. The first agreement will start on an effective date of the year. 1.4. Copyright means that all registered and unregistered copyrights, copyrights, masks, and other works of writing and copyright, in any jurisdiction, to be owned or controlled by the Lacanswar during the term, including any 1.5. Effective date will mean the date on which the agreement goes into force. 1.6. Force Major Event means that any natural disaster, governmental institutions and such storms, floods, God, fire, explosions, riots, war or civil unrest, attacks or other labor unrest, restrictions and other governmental actions or regulations or regulations 1.7. 1.8. Improvement (e) means any addition, improvement, modification, Licensed products, or its procedures or the production of licensed products, or related to or related to the work or the way. 1.9. Inventory will mean the inventory of the licensed products that are in full licensed products and production. 1.10. Know how that means all non-patent technical information, knowledge, know how and data will be useful or necessary to enable licenses to produce licensed products. 1.11. Licensed intellectual property will mean overall, all copyright, knowing and patent. 1.12. Licensed products mean that their products can be referred to a harito exhibit, because such exhibits can be modified by The Lacansaur from time to time. 1.13. License privacy information means that any and all information that is related to or relating to the license business is treated as confidential by the license for any reason, identity or otherwise, such information as the information that may be proven to the licenseeholder. ((A) before the date of this agreement, (b) The date of this agreement was generally known by any mistake of The Lacansaur, (g) This agreement is known by The Lacansaur before the start date and in relation to it, and with which The Lockanswar was not and is not under any obligation of privacy, (d) Lacanswar was revealed that without a third party's disclosure or use restriction, which is not under any obligation of privacy, or (e) constitutes licensed intellectual property. 1.14. The license and confidential information means that any and all information, including licensed intellectual property and product and process documents, may be used to identify any licensed products or any business of The Lacansaur. Whether or not the aspect is related, for any reason, identity or otherwise treated as privacy by The Lacansaur, such information which may prove to be licensed (b) generally Any license error was known after the date of this agreement; (g) The license was known and informed before the date of the commencement of this Agreement, and was not licensed by which it was and is not subject to any obligation of privacy . . . or (D) the license was disclosed, without disclosure or restriction on use, a third 1.15. Pure Sales means that the total amount of licensee stake for sale of licensed products excluding any and all charges for invoice, goods, handling, special packaging, taxes, and insurance. Some of the confidential information in this document, marked by the law, has been deleted by it and is separated by the Securities and Exchange Commission as per the 24B-2 rule of the Securities Exchange Act of 1934. 2.1.16. Patented in any jurisdiction with the ownership or control of the lacansand, with the licensed product, or in any limitation, including, to any extent, Patent and Patent Applications (and all patents automatically issued) and; (ii) Any continuous applications including The Dawasonals, Contanwatanus, Part in The Contanwatanus, Canonical and Patent Checked, and (iii) all relevant foreign patent or patent applications. 1.17. Products and processing documents mean that documents provided by the license to produce licensed products, including material bills, approved vendor list (AVL), assembly drawing, line order, process documents, 1.18. Royalty means that royalty payments will be set in the exhibition B. 1.19. The term will mean the time for which this license will be effective, as set out in Article 7. 1.20. The area will mean the People's Republic of China. 1.21. The unit will mean a licensed product. 1.22. Work means that all labour, equipment, materials, methods, engineering and services are required or reasonably bound by this agreement, and all the responsibilities implemented by this Agreement. 1.23 The meaning of any person means any other person, by control or under general control with such a particular person where the control means, directly or indirectly, whether through the ownership of voting security, contract, family relations or otherwise. 1.24 Means person and includes an individual, a partnership, a joint venture, a limited liability company, a corporation or trust, an unincorporated organization, a group, or a government or other department or agency or any organization. 1.25 Business means that custom OEM BTS filter exhibit C is listed on Harito Article 2: License Grant 2.1. License. According to the terms and conditions of this agreement, The Licensed Intellectual Property license is licensed to use with a special, non-transferable license, the right to re-apply. Offers to use, sell, self and promote licensed products only in the area, provided if this license is offered to develop or produce any improvements. For those who wish to develop or obtain licenses to develop or produce any improvements, such licenses will be obtained in accordance with a separate license agreement that is mutually agreed upon and entered between the parties. 2.2. License terms. All licenses given in this article will be 2 for the terms of this agreement, unless already set as it is. Some of the confidential information in this document, marked by the law, has been deleted by it and is separated by the Securities and Exchange Commission as per the 24B-2 rule of the Securities Exchange Act of 1934. 3.2.3. Best efforts. Every time this agreement is implemented. The entire area will use its best efforts to exploit the license, including a fashion license to sell (a) offer They will be sold on a timely basis, and (b) maintain the number and adequate sales force in the appropriate training, expertise or experience to provide effective distribution in all areas of the area. (Sales force may be included in independent sales representatives). 2.4. Marketing of all licensed products, promoted by and selling license will be developed by the market, Developed and licensed will be sold only under branding and trademark and any event for licensed products or for any packaging related to any promotional or marketing materials or not contains any branding or trademark sloshes; However, licensed products and any packaging for licensed products will bear such proprietary notices in terms of licensed intellectual property as may be required from time to time. In addition, the license shows that licensed products are manufactured under license from Powerwave Technology, Inc. 2.5. License responsibility is not the right to use third parties of unlicensed intellectual property. The license will not allow or use of licensed intellectual property in such a way, or any modifications such as, or any modifications to it, are licensed. 2.6. Compliance with the law. In connection with its performance, the license agrees to make any payment or gift to government officials or employees in violation of local laws or foreign corrupt practices in the United States. In addition, the parties will comply with all applicable export laws and regulations (including The U.S. Export Laws and Regulations) in relation to licensed products and each party will agree to it. It states that before this, all necessary licenses or approvals will be obtained from the U.S. government: (i) transfer, export or re-export, any licensed products or technical data or (ii) any third country Any technical data obtained from the National Lacansaur, which means a country or company that is a citizen or permanent resident of a country that is subject to U.S. economic sanctions or that is subject to restrictions under the rules and regulations of the U.S. Export Administration. The license will obtain The Written Consent of Lacansaur for any re-export or re-transmission of licensed products and technical data, as well as for any disclosure of technical data nationally of a third country. In any case, licensors or countries may export or re-export any licensed products or technical data, individuals, or entities that are subject to U.S. economic sanctions or are subject to restrictions under the Export of The United States. Conditions. At present, countries under broad economic sanctions include Cuba, Iran, Libya, North Korea, Sudan and Syria. 2.7. Ban on sale. To obtain license and rights, shall not license and will not license every affiliate during the term of non-commercial production, sale or market product due to this agreement which has sufficient active properties of licensed products. Despite the above, licenses may be ready, marketed and sold products which are part of the business outside the area. Some of the confidential information in this document, marked by the law, has been deleted by it and is separated by the Securities and Exchange Commission as per the 24B-2 rule of the Securities Exchange Act of 1934. Article 4: Quality and Quality 3.1. High quality of licensed products. Licensed products will use its best efforts to maintain high quality standards, in all aspects of manufacturing, advertising, packaging and promotion of licensed products. The license will ensure that the relevant rules, standards, rules and regulations for manufacturing, advertising, packaging and promotion of licensed products are in accordance with the code of practice and practice for licensed products in the area. Licensed products licensed by The License d'Or shall have the right to approve the quality of all licensed products before the launch and marketing. Within 90 (90) days of the implementation of this agreement, the license will collect two samples of licensed products at its own price, which are in accordance with the product and process documentation for the approval or disapproval of the licensed product by Lacansaur. The license agrees that, in all licensed products produced by it, the same will be used for high quality, fit, design and materials, and in accordance with this agreement, the licensed product approved by The Lacansaur will be used in the same way. 3.2. Changes. Lacansaur has the right to make appropriate changes to the licensed product and process documentation, if the body is, at least 30 (30) days of written notice explained in the details of the required change. The license will provide licensed products in testing with as much as possible any change than not being informed of such changes but later not able to change the 30 (30) calendar days such. In this case, any change that the license considers is requested by The Lacansaur requires an increase in the cost or time required for the performance of any part of the agreement, with the change in 15 (15) order on the day of the receipt of the order. May, This written objection will add a detailed explanation The basis of objection, and any proposed adjustments to be made at the cost, performance time, or both. Lacans and others will consider objection sin in good faith, and will respond to accept or reject the objection. If the good faith rejects the objection, the license will provide licensed products with in the 30 (30) calendar days to test with such changes. If the license is that, the case will be resolved according to Section 15.9. 3.3. Control of the Lacansaur on quality. The license agrees that The License and licensed products have the right to control the quality, and that The Licenseand is the only one to determine the quality of the licensed product in good faith (the compensation is not applicable) If Lacansaur determines that the quality of this article has not been met. The License will inform the license in the written form of the details of such a failure of such standards. Will take immediate steps to correct the license failure. With the determination of the license in the event they have a quality failure. The license is a right with seven (7) such a failure to notify the dispute and the failure of the standard to provide the same issue after the receipt of the written notice of The Lacansaur and whether or not the contract is reasonably determined to mediator according to the agreement. The failure of the quality in the event, which is or may increase the content negative lysing, is not correct, the Lakans and may consider a draft or violation of such a material, and this agreement will be subject to termination as provided in Article 9. 3.4. Inspection of manufacturing facilities. License recognizes The right of The Lacansaur to inspect the quality of the product and through it the manufacture and assembly of licensed products made by Licensed. The license will be granted, and its specific confidential information contained in this document, marked by bracket sealed and separately with the Securities and Exchange Commission, as per the 24B-2 rule of the Securities Exchange Act of 1934. 5 Agents, at their own price of Lacansaur, join the license factory in the ten (10) calendar day notice and the manufacture or sale of licensed products for such periods The license is made by the license during the appropriate and normal business hours to visit the offices to meet the standard of the licensed products on a secret basis. The inspection will be led by the license representative and will be conducted in accordwith with the standard procedure of the license. 3.5. License responsibility for collecting and providing samples. License dislicenses will collect at least two samples of licensed products from each product race licensed product. All such samples will be placed on the historian and license facilities and made available for inspection at its time Inspection of license facilities. In addition, the license will provide samples of licensed products for inspection and approval by The Lacansaur on a quarterly basis or may be requested appropriately, from time to time, by The Lacansaur during the period. Article 4: Sales and Marketing 4.1. Sales/Marketing and Production Planning. To mark the order of each agreement during this term on date, the license is to review the Lacansandor, a schedule shown in appropriate detail for the next two quarter trips (sales planning) The license will use the best efforts to comply with the sale plan. 4.2. Sales reports. A contract will provide a detailed listing of all sales made by licensed product licensein in 30 (30) calendar days after the end of each quarter within the year. The licensed products, broken by the customer, sales area and the same quarter for the previous year (Sales Report) show the number of sales for such quarter. The three consecutive declines could significantly decrease the sale of the event for the quarter, and could request a license to offer a marketing plan, for the approval of The Lacansaur. Such statements will include all aggregate sales, trade discounts, return returns, destroyed trading and pure sales prices for the last quarter. Every sales report submitted by the license will be verified by the license's chief financial officer or controller. 4.3. Licensed licensed products agree to use their best efforts to promote and promote products. 4.4. Approval of advertising content. All advertising content is proposed to be used by license in connection with licensed products, before it will be submitted to The Lacansaur for review and approval. Any approved will be limited in space for use proposed by the license. Any additional use of advertising content that were not part of the initial request for Lacansaswar would require the prior written approval of The Lacansaur. The sample of the content of the ads, and any material and adequate revision, changes, modifications or replacement samples, such as the required use of the material presented will be presented to the 20 (20) work days plus the lacanas. Approval will be combined with less than two (2) with all such applications for which approval is sought at the cost and costs of the license. The license agrees that if no one is rejected nor licensed by the 20 (20) days before approval, such materials would be considered and thus could not be used. Some confidential information in this document, marked with the documents, has been deleted and As amended, the Exchange Commission in accordwith with the 24B-2 rule of the Securities Exchange Act of 1934. Article 6: 5. License fees and accounting 5.1. Up front license fee. The license is \$5,000,000 (\$5,000) as per the implementation of this agreement and approved by the relevant tax and foreign exchange authorities in China and other applicable regulatory authorities (officials). At a time equivalent to 0000), the upfront will pay non-reco-public license fees to The Lacansaur, by transferring the wire to an account named by Lacansaur. Lacansaur thus acknowledges that it can take more than 20 days working for the license so that the approvals required by the authorities are met by The Lacansaur . The license fee can be obtained, and authorities may need necessary explanation, and if applicable, adjustment to pay up front license fees. If the authorities need an adjustment for the up-front license fee, the license given in this agreement will be terminated and has no effect unless parties agree to the adjustment requested by any party as a result of the adjustment and other such clauses. I agree to use its best effort to help license to obtain and obtain approvals. 5.2. Royalty amount. The license will be set up in a royalty exhibition. The quarterly types within the Royals are due to 30 (30) on the end of each quarter within a year of a contract in which licensed products and processing documents, patents, trade secrets, any third party trademarks as per the terms of this agreement. The lacans will also be involved in any damages, claims, damages, awards, fines, or injury. Fees and expenses, which arise from any claim by any third party of copyright, patent, trade, trademark or any other property licensed by the licensed intellectual property and products and This compensation will survive the dismissal of this agreement. Any limitation of liability set out elsewhere in this agreement applies to this compensation. b. Lacansaur shall retain licensed intellectual property during the period of this agreement, including, but not limited to the manufacture, filling, processing and maintenance of licensed intellectual property, and the loss of license and damage to The License of The License. Some of the confidential information in this document, marked by the law, has been deleted by it and is separated by the Securities and Exchange Commission as per the 24B-2 rule of the Securities Exchange Act of 1934. 8 C. Lacans and licensed intellectual property will provide appropriate consistent support to help license use. The LEA will make available to its employees by email, phone or fax, periodically, to resolve problems, or to ask questions in general. The License d'Aanandwill will provide proper training to license staff regarding the use of licensed intellectual property and products and promotion documents. East. There is a full right, power and authority to enter into this agreement and perform the work through all its responsibilities. G. It has the ability to perform business operations to perform its functions and its responsibilities; G. It is a corporation that is properly managed, standing in the present and good under its jurisdiction rules; And H. All necessary corporate measures have been influenced to correct and restrict this agreement. 6.2. License disallows License will be in compliance with all of the following warrants: A. That licensed products and processing documents will be in compliance with the product. That licensed product will be good material and efficient and will be free from errors in the content and the work. This licensed product and the power over the work history have been followed with all applicable laws that licensed products are manufactured. There is a full right, power and authority to enter into this agreement and perform the work through all its responsibilities. East. It has the ability to perform business operations to perform its functions and its responsibilities; F. It is a corporation that is properly managed, standing in the present and good under its jurisdiction rules; And G. All necessary corporate measures have been influenced to correct and restrict this agreement. This document contains some confidential information. By bracket, as amended in them, the Securities Exchange Act of 1934 has been separated separately with the Securities and Exchange Commission as per the 24B-2 rule. Article 9: 7: Term 7.1. Term. Conditional to expire as given in this agreement, the initial term of this agreement is seven contract years (the initial term). If the license fully performs in accordance with all terms and conditions, the license will have three consecutive options for renewing this agreement for a continuous contract year, respectively (each renewal term and the terms of the overall renewal). The initial term and all the terms of renewal, if any, will be termed as: Original 8. Bankruptcy 8.1. The effect of the action in going bankrupt, etc. If a suspect is either made under bankruptcy, bankruptcy, organization or recovery law, either in a re-enactment or in a re-enactment or a assignment for the benefit of the borrowers or in a regular course of business. Without prejudice the other party could choose to terminate this agreement with written notice, including, but not limited to, the extent to which the damages for the violation will be the same. 8.2. Rights are personal for granted licenses. The license given is personally related to the license. There is no way for the benefit of the lender, receiver, trustee, sheiff or any other officer or court that charges the license assets or business for the maintenance of the contract. The agreement is in any way in any way for the use of intellectual property or other rights, if the agreement is terminated in accordance with Section 8.1. Also required by law. Article 9: Dismissal 9.1. Dismissal. If the other party violates any promise, the party can effectively terminate the agreement. The Agreement, representation or warranty is in violation of any material respect or due to default or any material, which is in violation, in order to terminate the agreement from the non-default party. 9.2. Effect of dismissal. A. All rights and duties of the parties will be immediately affected by the termination of the agreement except that it will not affect the dismissal: (i) in the date of the termination of the rights and responsibilities of the parties; The Agreement, which is required to be interpreted or implemented, expresses the continued existence and fitness of the parties' rights and responsibilities. Some confidential information This document, marked by bracket sand and amended, is filed separately with the Securities and Exchange Commission in accordwith with the 24B-2 rule of the Securities Exchange Act of 1934. 10 B. Immediately, for any reason, or to terminate, this agreement agrees to terminate all production and sale of licensed products and to use licensed intellectual property and to obtain a full inventory (inventory list) Inventory inventory will be prepared as close to the business as such an expiration date and will be paid the price of such a item

