

PRODUCT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Welbilt FSG US Holding, LLC, a corporation existing under the laws of the State of Delaware, together with its affiliated and subsidiary companies, with offices at 2227 Welbilt Boulevard, New Port Richey, FL 34655 (hereinafter referred to as “Welbilt”) and [_____], a corporation existing under the laws of the State of [_____], with offices at [_____] (hereinafter referred to as “DEVELOPER”).

WHEREAS, Welbilt is the owner of all rights, title and interest in and to certain foodservice equipment and systems (hereinafter the “Foodservice Equipment”); and

WHEREAS, DEVELOPER has expertise in the area of consulting, designing, drafting, testing, prototyping, implementation and/or other development activities; and

WHEREAS, Welbilt desires that DEVELOPER perform certain development services [Insert description of project] relating to Welbilt’ Foodservice Equipment (hereinafter referred to as the “Development Project”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Welbilt and DEVELOPER hereby agree as follows:

1. SERVICES AND SCOPE OF WORK

1.1 SERVICES

DEVELOPER agrees to provide to Welbilt consulting, designing, drafting, testing, prototyping, implementation and/or other services as are described on such schedules as are executed from time to time by both parties to this Agreement (hereinafter referred to as the “Schedules”) each of which Schedules shall be consecutively numbered and annexed hereto. Such services shall be provided in accordance with the provisions of this Agreement and the applicable Schedule. DEVELOPER agrees not to commence any project or services unless a Schedule and Statement (as defined below), agreed to and executed by Welbilt’s Director of Supply Chain or Welbilt’s Vice President of Supply, is entered into by both parties relative to such project or services.

1.2 SCOPE OF WORK

A Statement of Scope of Work (hereinafter referred to as the “Statement”) shall be included in each Schedule. Each Statement will contain a description of the tasks to be performed by DEVELOPER with respect to the Development Project, the modifications and documentation to be produced by DEVELOPER, acceptance criteria, warranty periods, a schedule of performance, a schedule of payments and a statement of DEVELOPER’s anticipated expenses.

In the event DEVELOPER will either source or manufacture any products for Welbilt, the parties shall enter into a separate Welbilt Supply Chain Agreement.

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS

2.1 CONFIDENTIALITY

DEVELOPER acknowledges that Welbilt is the owner of valuable trade secrets and other confidential information, and licenses the same from others. DEVELOPER also acknowledges that the deliverables which it shall produce as a result of its services hereunder, Development Project(s) and Statement of Work shall constitute confidential information of Welbilt. DEVELOPER agrees that the services which Welbilt performs for clients are confidential; that to enable Welbilt to perform these services, its clients furnish confidential information concerning their business affairs, finances, properties, methods of operation and other data; that the goodwill of Welbilt depends, among other things, upon its keeping such services and information confidential and that unauthorized disclosure of the same would irreparably damage Welbilt; and that by reason of its duties hereunder, DEVELOPER may come into possession of information concerning such services or information furnished by clients, even though DEVELOPER does not itself take any direct part in or furnish the services performed for those clients. All such information owned by Welbilt, developed for Welbilt, licensed by Welbilt, or concerning clients of Welbilt and services rendered by Welbilt to such clients is hereinafter collectively referred to as "Confidential Information."

2.2 NON-DISCLOSURE

DEVELOPER agrees that, except as directed by Welbilt, DEVELOPER will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, or permit any person to examine and/or make copies of any documents, controller configurations and designs, discs, programs, data, source codes, object codes or other materials in any form prepared by DEVELOPER or that come into DEVELOPER's possession or under DEVELOPER's control by reason of DEVELOPER's services, and that upon termination of this Agreement, DEVELOPER will turn over to Welbilt all documents, controller configurations and designs, papers, discs, programs, data, source codes, object codes and other materials in any form in DEVELOPER's possession or control that contain such Confidential Information.

2.3 INJUNCTIVE RELIEF

DEVELOPER acknowledges that disclosure of any Confidential Information by DEVELOPER, its employees, agents, assigns or independent contractors will give rise to irreparable injury to Welbilt or the owner of such Confidential Information, inadequately compensable in damages. Accordingly, Welbilt or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. DEVELOPER acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of Welbilt, its subsidiaries and/or affiliated companies and are reasonable in scope and content.

2.4 PROPRIETARY RIGHTS

Welbilt owns all rights, title and interest in and to the Foodservice Equipment and the Development Project(s) and all portions thereof; provided that DEVELOPER shall retain all rights, title and interest in and to technology which it has developed independent of this Agreement (hereinafter referred to as "DEVELOPER's Technology"). If DEVELOPER fails to advise Welbilt in advance and in writing that it will incorporate DEVELOPER Technology into the Development Project, then DEVELOPER hereby grants to Welbilt a non-exclusive, royalty-free, irrevocable right and license to make, have made, use, sell, and import DEVELOPER's Technology provided that it is used in conjunction with the Development Project.

[NOTE: in the event that the Developer is the manufacture or will source the products, the following language should be added above after "(hereinafter referred to as "DEVELOPER's Technology")" . . . "so long as that if DEVELOPER incorporates any of DEVELOPER's Technology in the Development Project and is the manufacturer for products resulting from the Development Project, then it hereby grants to Welbilt a non-exclusive right and license to make, have made, use, and sell DEVELOPER's Technology provided that it is used in conjunction with the Development Project, and to grant sublicenses of the same scope. In the event the DEVELOPER is not manufacturing said products even though it is fully capable of manufacturing said products on a cost competitive basis and products which meet or exceed Welbilt' specification, DEVELOPER agrees to grant a non-exclusive license to Welbilt for DEVELOPER'S Technology for a royalty fee as is mutually agreed upon the parties in writing. If the DEVELOPER is either incapable or unwilling to manufacture said product at fair pricing and other commercial terms or is unable to produce a product which meets or exceeds Welbilt' specifications, then DEVELOPER hereby grants to Welbilt a non-exclusive, royalty-free, irrevocable right and license to make, have made, use, sell and import DEVELOPER's Technology provided that it is used in conjunction with products arising from the Development Project. This licensing agreement is limited to the specific application of the development specified in this agreement." Otherwise delete this language.]

Unless otherwise specified in a Schedule, all work other than DEVELOPER'S Technology, performed under any Schedule whether in regard to the Foodservice Equipment or Development Project, and all materials, products, modifications, inventions developed or prepared by DEVELOPER under this Agreement (hereinafter referred to as "Intellectual Property"), including, but not limited to, any source codes and object codes, are the property of Welbilt and all rights, title and interest therein shall vest in Welbilt and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in Welbilt or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Welbilt. All such materials shall belong exclusively to Welbilt, with Welbilt having the right to obtain and to hold in its own name, copyrights, registrations, patents or such other protection as may be appropriate to the subject matter, and any continuations, continuations-in-part, divisionals, extensions, reissues, reexaminations and renewals thereof

throughout the world. DEVELOPER agrees to give Welbilt and any person designated by Welbilt, reasonable assistance, at Welbilt' expense, required to perfect the rights defined in this Paragraph. Unless otherwise requested by Welbilt, upon the completion of the services to be performed under each Schedule or upon the earlier termination of such Schedule, DEVELOPER shall immediately turn over to Welbilt all materials and modifications developed pursuant to such Schedule.

DEVELOPER shall cooperate with Welbilt to perfect such rights and title by timely disclosing such Intellectual Property to Welbilt, assisting Welbilt, at Welbilt' expense, in the preparation of documents for the registration of such Intellectual Property and by signing or having those in its employ or under its control sign any and all documents deemed necessary by Welbilt to transfer all rights and title in and to such Intellectual Property to Welbilt.

2.5 ACQUISITION OF ADDITIONAL RIGHTS

Welbilt has, or shall obtain all rights, licenses, waivers, permissions, credits or attribution, including the right to incorporate pre-existing work except as stated in section 2.4 as content of the Foodservice Equipment or the Development Project which is necessary for DEVELOPER to perform its services hereunder. DEVELOPER shall, upon Welbilt' written request, use its best efforts to obtain at Welbilt' cost and expense any such rights and permissions; provided that Welbilt' written authorization regarding the specific cost and expense is first obtained.

3. DEVELOPER PERSONNEL

3.1 DEVELOPER PROJECT MANAGER

DEVELOPER will appoint for each Schedule a qualified member of its staff to act as project manager (hereinafter referred to as "DEVELOPER Project Manager"), whose duties shall be to act as liaison between Welbilt and DEVELOPER. The amount, if any, to be charged Welbilt for the Services of the DEVELOPER Project Manager shall be included in the Schedule.

3.2 DEVELOPER STAFF

DEVELOPER will provide adequate staff to complete the services specified in the Schedule within the time frame set forth in the Schedule. In the event that any DEVELOPER employee is found to be unacceptable to Welbilt, Welbilt shall notify DEVELOPER of such fact and DEVELOPER shall immediately remove said employee and, if requested by Welbilt, provide a replacement acceptable to Welbilt, within ten (10) days of said notice. Welbilt may elect not to request a replacement, and, in that event Welbilt may terminate the applicable Schedule, without further liability of any kind, upon written notice to DEVELOPER. Performance is defined by the customer's written specifications.

DEVELOPER agrees to ensure the continuity of DEVELOPER employees assigned to perform services hereunder. Any removal or reassignment by DEVELOPER of those of its employees assigned to perform services hereunder

must be with one (1) week's prior written notice to Welbilt and as to any replacement employee, who shall have substantially equivalent or better qualifications than the employee being replaced.

There will be no charge to Welbilt for any replacement provided in accordance with the above paragraphs while the replacement employee acquires the necessary orientation which shall not exceed five (5) working days.

3.3 INDEPENDENT CONTRACTOR

DEVELOPER is an independent contractor. Neither DEVELOPER nor DEVELOPER's employees are, or shall be deemed for any purpose to be, employees of Welbilt. Welbilt shall not be responsible to DEVELOPER, DEVELOPER's employees or any governing body for any payroll-related taxes related to the performance of the Services.

DEVELOPER warrants that it will comply with all applicable United States, state and local laws and regulations in its performance of its obligations hereunder.

4. PROJECT MANAGEMENT

4.1 Welbilt PROJECT MANAGER

Welbilt shall designate a project manager for each Schedule (hereinafter referred to as the "Welbilt Project Manager") who shall act as a liaison between Welbilt and DEVELOPER.

4.2 PROGRESS REPORTS AND MEETINGS

DEVELOPER shall submit a detailed Progress Report to Welbilt Project Manager every month during the term of each Schedule. Such progress reports will detail work performed to date and estimated time and cost to complete. If Welbilt so requests, DEVELOPER shall hold status meetings with Welbilt Project Manager in order to review the status of DEVELOPER's activities.

5. FEES, EXPENSES, RECORDS AND TAXES

5.1 FEES

Where a Schedule specifies that services performed thereunder are to be performed on a time and material basis, DEVELOPER agrees to invoice Welbilt in arrears for said services in accordance with the applicable billable rates, agreed milestone dates and estimated hours to complete each Scheduled task, all as set forth on Exhibit B (Development Contract) attached hereto and/or the applicable Schedule. DEVELOPER agrees to invoice Welbilt for services provided to Welbilt by DEVELOPER personnel under each Schedule which specifies that services performed thereunder are to be performed on a fixed price basis in accordance with the schedule of payments set forth in the Schedule.

5.2 EXPENSES

DEVELOPER shall invoice Welbilt, monthly in arrears, for expenses incurred as a result of performing services in accordance with any Schedule. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by DEVELOPER in the performance of its services hereunder, provided that: (i) Welbilt has given its prior written consent for any such expenses; (ii) the expenses have been detailed in a form acceptable to Welbilt and submitted to the appropriate Welbilt Project Manager for review and approval; and (iii) DEVELOPER submits supporting documentation in addition to the approved expense form.

5.3 REVIEW OF FEES AND EXPENSES

DEVELOPER will submit the charges and/or expenses to be invoiced for services performed and the applicable time reports or documentation under any Schedule to the Welbilt Project Manager for approval prior to actual invoicing. The charges and/or expenses invoiced in accordance with this Paragraph, except for any amounts disputed by Welbilt, shall be payable by Welbilt within sixty (60) days of Welbilt's receipt of each invoice.

5.4 MAXIMUM DOLLAR AMOUNT

Notwithstanding anything to the contrary contained herein, and subject only to change in scope mutually agreed to by the parties in writing, Welbilt shall not be liable for any charges and/or expenses under any Schedule for work done on a time and material or a fixed fee basis in excess of the maximum dollar amount specified on such Schedule.

5.5 RECORDS

DEVELOPER shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate DEVELOPER's charges and expenses hereunder and DEVELOPER shall retain such records for a period of one (1) year from the date of final payment under any Schedule.

6. ACCEPTANCE OF SERVICE OR DELIVERABLES

6.1 ACCEPTANCE CRITERIA

Any service or deliverables performed or delivered by DEVELOPER hereunder shall be subject to acceptance testing by Welbilt to verify that the service or deliverable satisfies the acceptance criteria mutually agreed to by Welbilt and DEVELOPER.

The acceptance criteria for each service or deliverable, which shall be included in the applicable Schedule, shall be jointly developed and mutually agreed to in writing by Welbilt and DEVELOPER before work commences under the Schedule, when possible, but in no event later than thirty (30) days in advance of the date identified in the Schedule for completion of the service or deliverable

involved. If Welbilt in good faith cannot agree to any of the acceptance criteria proposed by DEVELOPER, Welbilt may terminate this Agreement without incurring additional liability hereunder.

6.2 ACCEPTANCE TESTING

Acceptance testing for any service or deliverables shall commence within thirty (30) working days of the date on which DEVELOPER notifies Welbilt Project Manager, in writing, that the service or deliverable has been satisfactorily completed, in DEVELOPER's opinion, and is ready for acceptance testing by Welbilt. Acceptance testing shall continue for the period of time specified in the acceptance criteria or, if no such time period has been agreed upon by the parties, for a period of thirty (30) consecutive days (hereinafter referred to as the "Initial Acceptance Period").

In the event that any service or deliverable does not conform to the acceptance within the Initial Acceptance Period described above, Welbilt shall give DEVELOPER written notice thereof. Welbilt shall cooperate with DEVELOPER in identifying how the service or deliverable has failed to conform to the criteria. DEVELOPER shall, at no cost to Welbilt, promptly correct any deficiencies directly related to DEVELOPER'S services which prevent such service or deliverable from conforming to the criteria. Upon completion of the corrective action by DEVELOPER, and at no additional cost to Welbilt, the acceptance test will be repeated until the service or deliverable has successfully conformed to the acceptance criteria.

If the service or deliverable does not conform to the acceptance criteria (written signed customer specifications) within sixty (60) days after the end of the Initial Acceptance Period described above, Welbilt may: (i) immediately terminate the applicable Schedule, without any further obligation or liability for the portion of services not accepted and DEVELOPER shall immediately reimburse Welbilt any amounts paid since last signed toll gate acceptance for the services that fail to meet customer signed specifications ; or (ii) require DEVELOPER to continue to attempt to correct the differences, reserving the right to terminate as aforesaid at any time. When the service or deliverable has successfully conformed to or satisfied the acceptance criteria Welbilt shall give DEVELOPER written notice thereof.

7. INDEMNITY AND INSURANCE

7.1 INDEMNITY

DEVELOPER agrees to indemnify and hold harmless Welbilt and defend at its own cost and expense any claim or action against Welbilt, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right pertaining to DEVELOPER'S Technology (including, but not limited to, misappropriation of trade secrets), any claim for libel based on any software, program, service data and/or other materials furnished to Welbilt by DEVELOPER pursuant to the terms of this Agreement or the use thereof by Welbilt or any of Welbilt' customers.

DEVELOPER agrees, should Welbilt' use of any service, program, and/or other material furnished by DEVELOPER be enjoined by any court, to promptly obtain, at no expense to Welbilt, the right to continue to use the items so enjoined or, at no expense to Welbilt, provide Welbilt promptly with substitute items that are functionally equivalent to the enjoined products.

DEVELOPER shall be liable for and shall indemnify and hold Welbilt, its subsidiaries and/or affiliated companies harmless for any liability or expense due to claims for personal injury or to property arising out of the furnishing of DEVELOPER'S Technology or faulty workmanship, of the service or deliverables provided hereunder as well as any claim for payment of compensation or salary asserted by an employee of DEVELOPER.

DEVELOPER shall not be obligated under this provision to the extent that such claim or action arises with relation to any specific pre-existing work provided or specified by Welbilt for inclusion in the Foodservice Equipment or Development Project.

7.2 INSURANCE

DEVELOPER shall procure and maintain for itself and its employees all insurance coverages as required by Federal and State law, including workers' compensation insurance. DEVELOPER shall insure against all losses and damages, which arises directly or indirectly out of or is in any way associated with the fault or negligence or any actions or inactions of DEVELOPER its employees, agents or subcontractors in the carrying out of the services including workman's compensation, public liability and property damage or any of the obligations pursuant to the terms of the Agreement.

During the Term of this Agreement and three (3) years after expiration or termination thereof, DEVELOPER shall maintain minimum insurance coverage as follows:

<u>Type</u>	<u>Coverage</u>
(a)Standard Workers' Compensation	Statutory
(b)Employer's Liability	\$ 500,000
(c)Comprehensive General Liability	
i. Bodily Injury	\$1,000,000
ii. Property Damage	\$1,000,000
(d)Comprehensive Automobile Liability	\$1,000,000
(e)Excess Umbrella Liability	\$5,000,000
(f)Professional Liability/Errors & Omissions	\$1,000,000

Coverage shall be placed with a reputable, financially responsible carrier or carriers with a minimum A.M. Best rating of A. This insurance shall name Welbilt as additional insured under an "Additional Insured-Vendors" endorsement, shall be primary over any insurance maintained by Welbilt, and shall provide that should any of the policies described herein be canceled before the expiration thereof, the insurer shall endeavor to mail to Welbilt at least thirty (30) days' prior written notice of any cancellation or reduction in coverage. Upon execution of this Agreement, and thereafter ten (10) days prior to any

renewals, DEVELOPER shall provide Welbilt with a Certificate of Insurance evidencing the coverages herein required.

8. WARRANTIES

8.1 DEVELOPER WARRANTIES

DEVELOPER warrants that: (a) each of its employees assigned to perform services under any Schedule shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with the applicable Schedule; (b) Welbilt shall receive free, good and clear title to all materials, deliverables, modifications and products developed under this Agreement.; (c) each and every service and deliverable performed or delivered hereunder shall conform to the specifications for same as mutually agreed to in writing by Welbilt and DEVELOPER; (d) if Welbilt notifies DEVELOPER that the services and deliverables performed hereunder, or the products developed hereunder, do not conform to the specifications, DEVELOPER shall, at no charge to Welbilt, furnish such materials and services as shall be necessary to correct any defects in the operation of the version of the service or deliverable, and shall reimburse Welbilt for any costs incurred by Welbilt to correct the failure in any products, including other products in Welbilt's possession and to maintain them in good working order in accordance with the specifications for same; and (e) any materials provided to Welbilt contain no matter which, if published, will be libelous.

9. GENERAL

9.1 TIMELINESS OF PERFORMANCE

DEVELOPER understands that prompt performance of all services hereunder is required by Welbilt in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting Welbilt' deadlines or scheduled completion dates are caused by the unacceptable performance of any DEVELOPER employee or any other cause within the reasonable control of DEVELOPER, DEVELOPER shall provide additional temporary personnel, as requested by Welbilt and at no charge to Welbilt, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

9.2 TERM AND TERMINATION

This Agreement shall commence on the date as indicated on the first Schedule attached hereto and shall continue in full force and effect thereafter for one (1) year unless terminated earlier in accordance with the provisions of this Agreement or any Schedule or until satisfactory completion of the services provided for herein and in all Schedules, based on the acceptance criteria set forth in said Schedules. This Agreement may be renewed by mutual agreement of the parties.

In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement, by giving thirty (30) days prior written notice thereof; provided, however, that this Agreement shall not terminate at the end of said thirty (30) days notice period if the party in breach has cured or made substantially efforts towards curing the breach of which it has been notified prior to the expiration of said thirty (30) days.

In the absence of a material breach of this Agreement by DEVELOPER, Welbilt may terminate this Agreement or any Schedule hereunder by giving DEVELOPER two (2) weeks prior written notice of its election to terminate said Agreement or Schedule. In such case, Welbilt agrees to pay DEVELOPER for all costs incurred by the DEVELOPER with Welbilt' approval up to the effective date of termination.

9.3 WORK RULES

Unless otherwise agreed to by the parties, DEVELOPER's personnel and DEVELOPER's subcontractors, shall observe the working hours, working rules, and policies of Welbilt while working on Welbilt' premises.

9.4 ASSIGNMENT

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that Welbilt may assign this Agreement, or any of its rights or obligations hereunder, upon written notice to DEVELOPER, to any of its subsidiaries or affiliated companies, without the consent of DEVELOPER or in connection with the sale of all or substantially all of the assets of Welbilt to which this Agreement relates. Furthermore, no work to be performed by DEVELOPER hereunder shall be subcontracted to or performed on behalf of DEVELOPER by any third party, except upon written permission by Welbilt.

9.5 NOTICES

Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by registered mail return receipt requested to the party receiving such communication at the address specified above or such other address as either party may in the future specify to the other party. In the case of Welbilt a copy of any notices or communications under this Agreement shall also be sent by registered mail return receipt requested to:

Welbilt FSG US Holding, LLC
2227 Welbilt Boulevard
New Port Richey, FL 34655

Fax. No. (727)372-4591

[Add Developer Information]

FAX No.

9.6 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to the conflict of law rules thereof.

9.7 MODIFICATIONS

No modification, amendment, supplement to or waiver of this Agreement or any Schedule hereunder, or any of their provisions, shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

9.8 WAIVER

A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

9.9 PRIOR AGREEMENTS AND UNDERSTANDINGS

This Agreement and each Schedule attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.

9.10 SEVERABILITY

In the event any one or more of the provisions of this Agreement or of any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

9.11 PUBLICITY

DEVELOPER agrees that it will not, without prior written consent of Welbilt, use in advertising, publicity or otherwise the name of Welbilt, or any affiliate of Welbilt, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers.

9.12 MOST FAVORED CUSTOMER

DEVELOPER agrees to treat Welbilt as a favored customer. DEVELOPER represents that all of the provisions of this Agreement and any Schedule are comparable to or better than the equivalent provisions being offered by DEVELOPER to any of its other customers. If DEVELOPER offers more favorable provisions to any customer during the terms of their contract periods than under this Agreement or any Schedule, such provisions shall be made available to Welbilt.

9.13 NON-SOLICITATION

Unless otherwise mutually agreed to by the parties in writing, DEVELOPER agrees not to hire or to solicit the employment of any personnel of Welbilt

directly or indirectly associated with DEVELOPER's work effort under any Schedule during the term of such Schedule and for a period of twelve (12) consecutive months thereafter. Welbilt agrees not to hire any personnel of DEVELOPER during the term of any business relationship between the two firms.

9.14 FORCE MAJEURE

Neither of the parties hereto shall be liable in damages toward the other under this Agreement or having right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, continuing domestic or international problems such as wars or insurrections, strikes, fires, floods, work stoppages and embargoes.

9.15 SURVIVING SECTIONS

All provisions hereof relating to the following sections shall survive the termination of this Agreement: 2.1, 2.2, 2.4, 7.1, 8.1, 9.6, 9.10, 9.12 and 9.14.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement, in duplicate, as of the date written.

Agreed to and Accepted by

Agreed to and Accepted by
Welbilt FSG US Holding, LLC

this ____ day of _____, 201__.

this ____ day of _____, 201__.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCHEDULE NO. 1

This Exhibit A is issued pursuant to and incorporates herein, the PRODUCT DEVELOPMENT AGREEMENT between Welbilt FSG US Holding, LLC, its affiliates or subsidiaries (hereinafter collectively referred to as “Welbilt”) and [_____] (“DEVELOPER”). Any word or phrase not otherwise defined herein will have the same meaning ascribed to them in the Agreement.

Product:

Welbilt Project Manager/Telephone Number:

DEVELOPER Project Manager/Telephone Number:

DEVELOPER Employees Assigned:

<u>Name</u>	Job <u>Classification</u>
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COMMENCEMENT DATE:

COMPLETION DATE:

STATEMENT OF SCOPE OF WORK:

1. Description of the Tasks to be Performed by DEVELOPER:

2. Modification & Documents to be Produced by DEVELOPER:

3. Acceptance Criteria:

4. Schedule of Performance:

5. Schedule of Payments:

6. Statement of DEVELOPER’s Anticipated Expenses:

Total Not to Exceed Price:

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Schedule, in duplicate, as of the date written.

Agreed to and Accepted by

Agreed to and Accepted by
Welbilt FSG US Holding, LLC

this ____ day of _____, 201_.

this ____ day of _____, 201_

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B

(DEVELOPMENT CONTRACT)

This Exhibit B is issued pursuant to and incorporates herein, the PRODUCT DEVELOPMENT AGREEMENT between Welbilt FSG US Holding, LLC, its affiliates or subsidiaries (hereinafter collectively referred to as “Welbilt”) and [_____] (“DEVELOPER”). Any word or phrase not otherwise defined herein will have the same meaning ascribed to them in the Agreement.

INSERT TERMS AND CONDITIONS OF ANY CONTRACT FOR FEES AND EXPENSES AGREED TO BETWEEN THE PARTIES FOR A SPECIFIC DEVELOPMENT PROJECT

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Schedule, in duplicate, as of the date written.

Agreed to and Accepted by

Agreed to and Accepted by
Welbilt FSG US Holding, LLC

this ____ day of _____, 201_.

this ____ day of _____, 201_.

By: _____

By: _____

Name: _____

Name: _____