

MANUFACTURING AGREEMENT

Manufacturer is engaged, in the manufacturing sunscreen products and is able and willing to provide the services (the “Services”) to manufacture Products; and

In order to assure a reliable supply of the Products, the Customer is required to finalise product selection and packaging to the manufacturer’s specifications, and in return the Manufacturer will provide appropriate services to the Customer, which is to create and manufacture the products on the terms and conditions, outlined in this agreement.

Including the above documentation, the agreements and covenants outlined further throughout this contract indicates the acceptance and agreeance of the following terms and conditions:

1. As outlined in this Agreement, “Products” means the product, in question, described in a relevant order, which constitute a part of this Agreement.
2. Manufacturer hereby agrees to provide the Services to manufacture the Products in Manufacturer’s own facility, which products shall be produced in accordance with Customer’s order, as outlined in Section 3 of this Agreement. This involves incorporating such changes and improvements in the Product, that the Parties mutually determine and agree upon during the period of this Agreement. Notwithstanding anything to the contrary, Manufacturer may manufacture for other customers of Manufacturer products the same or similar to the Products manufactured hereunder.
3. In connection with any purchase order made by Customer to Manufacturer as contained in Section 4(a) below, Customer shall ensure that Manufacturer has been provided the up-to-date order in the sufficient detail, necessary for the production on a commercial basis of the Products ordered.

3.1 Submission of orders

Customer must submit orders for the Goods to Manufacturer to the email specified in the quotation, or as otherwise directed by Manufacturer. All orders must: be accompanied by the signed documentation required by Manufacturer and comply with minimum order requirements (if any) specified in the quotation.

3.2 Acceptance of orders by Manufacturer

- (a) An order is not binding until deposit is received, and order is acknowledged and confirmed in writing by Manufacturer or until Manufacturer begins the necessary actions on its part to fulfil the order. Manufacturer will also confirm the anticipated dispatch date where possible.
- (b) Customer agrees that any order placed by it may be accepted by Manufacturer in whole or in part and will thereby become a contract binding at law for the quantity accepted on the terms and conditions set out in this agreement.

(c) Customers packaging and artwork is subject to approval by Manufacturer and must comply with all regulations applicable in the target market.

4. Delivery & Risk:

- (a) The terms of this Agreement are incorporated in each purchase order issued under this Agreement. To the extent of any conflict between the terms of this Agreement and the terms of any such purchase order, the terms of this Agreement shall control to the extent of such conflict.
- (b) If Manufacturer is prevented or hindered from meeting all orders for the Goods (including orders from third parties) through a lack of availability of the Goods for any reason whatsoever beyond the reasonable control of Manufacturer, then Manufacturer may allocate available supplies of the Goods on such basis as Manufacturer determines at the time.
- (c) Unless specified otherwise in an accepted order, Manufacturer will make the Goods available on the condition of ex-factory. Any supply date indicated in an order is an estimate only and time will not be of the essence of the contract of sale. Manufacturer will however use all reasonable endeavours to promptly fulfil orders from Customer.

4.1 Acceptance

- (a) Customer is responsible for inspection of the Goods.
- (b) Any claim for incorrect fulfilment of orders or missing goods must be notified by the Customer to Manufacturer within five Business Days after the Goods have been made available to the Customer.
- (c) Any claim for items lost or damaged in transit should be made to the relevant carrier, and unless otherwise agreed Manufacturer is not responsible for any such loss or damage.

4.2 Title:

- (a) Notwithstanding that risk in the Goods may pass to Customer, property in and title to any those Goods will not pass to Customer until all amounts owed to Manufacturer by Customer have been paid in full.
- (b) Until title in the Goods passes to Customer:
 - (i) Customer may use the Goods in the ordinary course of Customer's business;
- (c) While the Goods remain the property of Manufacturer, Customer agrees:
 - (i) to store the Goods separately at Customer's premises so it can be easily identified and otherwise in accordance with Manufacturer's instructions;
 - (ii) to only use the Goods, and dispose of such the Goods, in the ordinary course of Customer's business;

4.3

- (a) During the term of this Agreement Manufacturer may from time to time revise the Prices and payment terms as applicable to new orders.
- (b) With respect to each such purchase order issued by the Customer, Customer agrees that it will accept all of the Products meeting the order, subject to the other terms and conditions that are otherwise specified in this Agreement. Manufacturer will not be responsible for any defective materials supplied by Customer or misapplication of the product by Customer.
- (c) Manufacturer agrees to Customer that the Products manufactured hereunder will conform to the order provided by Customer pursuant to Section 3. Manufacturer is not responsible for any defects in the Products caused by Customer's handling or storage of the Products.

5. Customer Supplied Materials or Packaging.

- (a) General. Subject to the terms and conditions of this Section 5, in connection with Customer's issuance of any purchase order pursuant to Section 4(a), Customer shall deliver to Manufacturer certain raw materials or packaging. (the "Supplied Materials") required for packaging of the Products ordered in according with Customer's order and terms of this agreement.
- (b) Title to Materials. Title to all Supplied Materials shall remain vested at all times in Customer, including Manufacturer's use of the Supplied Materials in the performance on the Services and the production of the Products. Nothing in this Agreement shall intend to imply or be construed to constitute a sale, conditional or otherwise, by Customer to Manufacturer of the Supplied Materials. Manufacturer shall exercise all necessary and reasonable precautions against damage to or loss, theft or destruction of the Supplied Materials.
- (c) Use of Supplied Materials. Manufacturer shall use exclusively the Supplied Materials in the manufacture and packaging of the Products.
- (d) Damages to Supplied Materials. Notwithstanding anything to the contrary contained in this Agreement, Manufacturer may reject any Supplied Materials that are reasonably determined by Manufacturer to be damaged or otherwise unsuitable. Upon such determination, the damaged Materials shall, at Customer's option, be returned to Customer or destroyed by Manufacturer.
- (e) Termination of Agreement; Return of Supplied Materials. Upon the expiration or termination of this Agreement pursuant to Section 7, Manufacturer shall, at Customer's option, promptly return to Customer or destroy all unused Supplied Materials.

6. Confidential Information and Trade Secrets.

- (a) Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings:

“Confidential Information” means confidential or proprietary information of the Customer that is or was provided to Manufacturer (whether before or after the Effective Date) and that is not generally known to the public, including, without limitation, all information, in any form, relating to Customer’s products, formulations, product order, technical information and knowledge, processes, designs, and any and all amendments, updates, changes or derivative works thereof.

“Trade Secrets” means Confidential Information that is a trade secret as defined by applicable law.

The terms “Confidential Information” and “Trade Secrets” shall not be considered to include any information to the extent that it: (A) was obtained by Manufacturer without any obligation restricting use or disclosure and without breach by any person of any contractual, legal or fiduciary obligation to Customer; or (B) is or becomes generally available to the public, other than as a result of disclosure by Manufacturer; or (C) was disclosed pursuant to a requirement of a governmental agency or by operation of law; *provided, however,* that prior to such disclosure, Manufacturer first provides notice to Customer in order to give Customer a reasonable period to seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In addition, the disclosure was limited to the portion of Confidential Information required to be disclosed; or (D) was disclosed by Manufacturer pursuant to the express written approval of Customer.

- (b) Use and Non-Use of the Confidential Information. Except as explicitly provided in this Section 6 or as expressly approved by Customer in writing in its sole and absolute discretion:

- (i) Manufacturer shall, at all times during and after the term of this Agreement for the period set forth in Section 6(c) below, hold in assurance and keep strictly confidential all and any portion of the Confidential Information.

- (c) Duration of Obligations. Manufacturer’s obligations under this Section 6 with regard to the Trade Secrets, remain in effect for as long as such information shall remain a trade secret under applicable law. Manufacturer’s obligations with regard to the Confidential Information shall remain in effect for the term of this Agreement and for the three-year period immediately following the expiration or termination of this Agreement.

- (d) Standard of Care. In complying with its obligations under this Section 6, Manufacturer shall exercise reasonable care, equal to that used to protect the confidentiality of its own trade secrets and confidential and proprietary information of similar importance.

- (e) Remedies. In the event of a breach of or a default under the terms of this Section 6 by Manufacturer, Customer shall be entitled to seek all legal and

equitable remedies available to it, including the equitable remedies of specific performance and injunction.

- (f) **Release and Return of Confidential Information.** Upon the request from Customer, Manufacturer shall promptly return the Confidential Information (and any copies thereof) to Customer; except that, upon written request from Customer, Manufacturer shall, within five (5) days of the written request, destroy originals and copies of the Confidential Information and shall certify in writing, the destruction of such confidential information.

7. **Warranty.**

- (a) The manufacturer will accept returns only if there is a recall by the FDA, TGA or other relevant regulatory authority and all liability is limited to a full refund of the cost of the product (excluding freight costs), or at the discretion of the manufacturer, resupply of complying replacement product.

8. **Term and Termination.**

- (a) This Agreement shall be effective as of the Effective Date stated on this Manufacturing Agreement and shall continue for a period of two years until the anniversary of the Effective Date, and shall renew for successive one-year terms unless either party provides the other party written notice of non-renewal not more than sixty (60) days prior to the end of the current term.
- (b) Notwithstanding the foregoing, either party hereto may terminate this Agreement immediately upon written notice of termination to the other party, at any time, upon any indications of bankruptcy or insolvency, or upon any other proceeding or action whether by or against the party under the relevant law on insolvency or bankruptcy, or after the making by the party of any assignment or attempt of assignment for the benefit of creditors, or upon or after the institution of any proceedings for the liquidation or winding up of the other party's business, or for the termination of its corporate charter.
- (c) Upon the termination of this Agreement, (i) any and all Confidential Information shall be immediately returned to Customer or destroyed in accordance with Section 6(f), (ii) Manufacturer shall return or destroy any unused Packaging Materials in accordance with Section 5(e), and (iii) any pending purchase orders may be cancelled at the option of Customer. In the event that pending orders are cancelled by Customer, Customer agrees to pay to Manufacturer the actual costs incurred in connection with the order prior to Manufacturer's receipt of the notice of cancellation.

8. Assignability. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in such other party's sole discretion.

9. Amendment; Waiver. This Agreement shall not be altered, modified, amended or terminated except by a written documentation, executed by the parties hereto. The waiver by either party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any breach of any other provision of this Agreement by the breaching party.

10. Governing Law; Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Queensland, Australia without giving effect to the conflict of laws provisions thereof. Customer and Manufacturer hereby consent and agree that jurisdiction and venue for any action arising out of this Agreement shall be in the State and Federal Courts located in Brisbane, Queensland, Australia.

11. Notices. Unless otherwise specifically indicated differently herein, all notices and other communications hereunder shall be in writing and shall be deemed to have been agreed only if and when personally delivered, by certified mail, or when delivered (and receipted for) by a delivery service, addressed in each case as follows, or by email documentation.

If to Customer: Name
Address
Attn:

If to Manufacturer: VeganicSKN PTY LTD
243 Milton Road
Milton, QLD 4064
Attn: Joseph Mizikovsky, CEO
ceo@veganicskn.com

Either party hereto may change the address for the giving of notices and communications to it, and/or copies thereof, by written notice to the other party hereto in conformity with the foregoing.

12. Counterparts; Proof of Execution by Electronic Copy. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one Agreement. For purposes of executing this Agreement, a document signed and transmitted by electronic transmission is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No Party may raise the fact that any signature was transmitted through the use of electronic transmission as a defense to the enforcement of this Agreement or other document executed in connection with this Agreement.

13. Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired by these means.

14. Interpretation. This Agreement has been negotiated among sophisticated and experienced parties with the active participation of counsel for each party. It shall be interpreted according to its full meaning and rules of construction interpreting disputed or ambiguous provisions for or against the drafter shall not be applied.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the Effective Date.

THIS MANUFACTURING AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 202... (the “Effective Date”), by and between _____, a _____ corporation (“Customer”), and VeganicSKN PTY LTD.

Date: _____

Date: _____

By: _____
Name: Joseph Mizikovsky
Title: CEO

By: _____
Name: _____
Title: _____