

## SUPPLY AGREEMENT

This Supply Agreement (this "**Agreement**") is made and entered into as of February 21, 2021 (the "**Effective Date**") by Berkeley Nutritional Manufacturing Corp. d.b.a. Protein Research, a California corporation, with its principal place of business at 1852 Rutan Drive, Livermore, California 94551 ("**Manufacturer**"), and Rritual Superfoods Inc with its principal place of business at 151 West Hastings Street, Vancouver, BC, Canada, V6B 1H4 ("**Buyer**"). Manufacturer and Buyer are referenced individually as a "party" and collectively as the "parties".

**WHEREAS**, Manufacturer is in the business of contract manufacturing and supplying food and dietary supplement products for third parties;

**WHEREAS**, Buyer is in the business of marketing and selling foods and other nutritional products; and

**WHEREAS**, Manufacturer desires to manufacture and supply to Buyer, and Buyer desires to purchase from Manufacturer, the products described in Exhibit A attached hereto (the "**Products**"), in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. **MANUFACTURE AND PURCHASE OF PRODUCTS.**

1.1. **Requirements.** During the Term (as hereinafter defined), Buyer agrees to purchase from Manufacturer all of Buyer's and its affiliates' requirements for the Products in accordance with the terms and conditions of this Agreement. In connection therewith, Buyer acknowledges and agrees that throughout the Term, Buyer shall not, directly or indirectly, purchase, source or otherwise procure, or begin to plan or prepare to otherwise source or procure, or enter into any arrangement with any third party to purchase, source or otherwise procure, any of the Products.

1.2. **Specifications.** The Products shall be manufactured and supplied in material conformance to the specifications set forth in Exhibit B attached hereto (the "**Specifications**"). The Specifications may only be amended by a written agreement signed by both parties.

### 1.3. **Rolling Forecasts and Purchase Commitments.**

On or before the Effective Date and every six (6) months thereafter during the Term, Buyer shall provide Manufacturer with a rolling forecast (each, a "**Forecast**") of its projected requirements for the Products for the then-upcoming twelve (12)-month period (each, a "**Forecasted Period**") by month and Product SKU. The first six (6) months of each Forecasted Period is a binding purchase commitment for Buyer and, as such, Buyer shall place Purchase Orders, and pay in full, for at least the projected monthly volume of the Products (by SKU) set forth in the binding portion of the applicable Forecast. The projected volume for the remaining six (6) months of the Forecasted Period are for general planning purposes only and do not constitute a purchase commitment from Buyer. In the event that Buyer fails to purchase at least the projected monthly volume of Products set forth in the binding portion of any Forecast during the Term, Buyer shall pay Manufacturer the Unique Materials Fee (as defined in Exhibit C attached hereto) for Manufacturer's then-unused inventory of Unique Materials (as hereinafter defined) within thirty (30) days after the invoice.



#### 1.4. Raw Materials and Packaging.

(a) Except for the materials expressly set forth in Exhibit C (the “**Manufacturer Supplied Materials**”), during the Term, Buyer will purchase at its own cost and expense, and supply to Manufacturer, all labeled packaging components (i.e. packet film, display boxes, bottle sleeves) necessary to manufacture and supply the Products in accordance with the Specifications, all applicable Laws (as hereinafter defined) and the other terms and conditions of this Agreement (the “**Buyer Supplied Materials**”; together with the Manufacturer Supplied Materials, the “**Materials**”) and in such amounts as necessary to fill the Purchase Orders placed by Buyer.

(b) All Buyer Supplied Materials shall be delivered to the Facility (as hereinafter defined) within four (4) weeks after Manufacturer’s acceptance of a Purchase Order, and in any event at least six (6) weeks before the scheduled production date. In the event that the amount of any Buyer Supplied Materials delivered to the Facility exceeds the amount of such Buyer Supplied Materials needed to produce the amount of Products set forth in the applicable Purchase Order, Manufacturer shall charge Buyer a storage fee equal to \$40 per pallet per month (the “**Storage Fees**”) until completion of the applicable production run. Promptly thereafter, all excess Buyer Supplied Materials shall be promptly picked up by Buyer. All suppliers of the Buyer Supplied Materials must be pre-approved by Manufacturer in writing (e-mail being sufficient). Buyer shall be solely responsible for ensuring that all Buyer Supplied Materials are free of defects and otherwise conform to the requirements of this Agreement and any applicable regulations.

(c) The Manufacturer Supplied Materials marked with an asterisk (\*) in Exhibit C, if any, are unique to the Products (the “**Unique Materials**”) and must be purchased by Manufacturer solely for use in fulfilling Purchase Orders placed by Buyer. Upon (i) Buyer’s discontinuance of any Product manufactured with a Unique Material during the Term or (ii) expiration of a Unique Material due to no wrongful action or inaction by Manufacturer, then, in each case, Buyer shall pay Manufacturer the Unique Materials Fee for Manufacturer’s then-current inventory of the affected Unique Material within thirty (30) days thereafter an invoice is provided.

1.5. **Purchase Orders.** Buyer shall initiate purchases of the Products by delivering to Manufacturer purchase orders for the Products (each, a “**Purchase Order**”) by email to the contact provided in Section 8.5 of this Agreement. Purchase Orders shall specify the Products being ordered, the quantity ordered, and the requested shipment date; provided, however, that the requested shipment date must be at least twelve (12) weeks after the date on which such Purchase Order is accepted by Manufacturer. Unless otherwise agreed to by Manufacturer in writing, no Purchase Order shall be for less than 95,424 stick packets and 6,000 bottles of Products per of any Product SKU (the “**Minimum Volume Commitment**”). All Purchase Orders shall be subject to acceptance by Manufacturer, which acceptance may be withheld in Manufacturer’s sole discretion. Manufacturer shall notify Buyer of its acceptance (whether by written notice or performance) or rejection of any Purchase Order placed by Buyer within five (5) days after receipt thereof. Manufacturer may cancel or suspend any previously accepted Purchase Order if (a) Manufacturer reasonably determines that Buyer cannot pay for the Products in accordance with the terms and conditions of this Agreement or (b) Buyer otherwise fails to comply with the terms and conditions of this Agreement. In the event of any conflict or discrepancy between the provisions set forth herein and any Purchase Order, confirmation, or other communication between the parties, the provisions herein shall prevail, and no additional terms or conditions set forth in any Purchase Order, confirmation or similar communication shall amend the rights or obligations of either party, even if signed and returned. Once Manufacturer has received a Purchase Order, it can only be cancelled or modified by Buyer with Manufacturer’s prior written consent. Upon any cancellation or modification of a Purchase



Order by either party in accordance with this Section 1.5, Buyer shall promptly reimburse Manufacturer in full for any costs or expenses incurred by Manufacturer or pay Manufacturer designated fees in connection with such cancellation or modification.

1.6. **Annual Price Increases.** The price of the Products as of the Effective Date shall be as set forth in Exhibit A (as may be modified from time to time in accordance with this Agreement, the "Price"). Following the first anniversary of the Effective Date, the Price may be increased annually by Manufacturer by an amount equal to the greater of (a) three (3%) of the then-current Price; or (b) the incremental increase in Manufacturer's Cost (as hereinafter defined) to produce the Products from the preceding year. "**Manufacturer's Cost**" means all of Manufacturer's costs and expenses related to the manufacture and supply of the Products, including, without limitation, labor, overhead, the purchase price of the Manufacturer Supplied Materials, receipt, unloading and warehousing of the Materials (including the Buyer Supplied Materials) at the Facility (as hereinafter defined), performance of the manufacturing and packaging activities (in bulk and/or for retail sale), testing of the Products and the Materials in accordance with the Specifications, packaging and loading the Products onto trailers for transport, disposal of related waste and insurance. If Manufacturer increases Prices by more than three percent (3%) of the then-current Price, Manufacturer shall provide Buyer with at least thirty (30) days' written notice (e-mail being sufficient) of such Price increase. All other Price increases (i.e. Price increases of three percent (3%) or less and Price increases pursuant to Section 1.7) will become effective immediately upon notice to Buyer (e-mail being sufficient) and apply to all Purchase Orders placed thereafter. The parties acknowledge and agree that the "Price" payable for the Products shall not include any sales, excise, V.A.T. or other taxes assessed against either Buyer or Manufacturer in connection with the sale of the Products pursuant to this Agreement, which taxes shall be the sole and exclusive responsibility of Buyer.

1.7. **Additional Price Increases.** In addition to annual Price increases pursuant to Section 1.6, if the cost of any Manufacturer Supplied Material increases by five percent (5%) or more in any twelve (12)-month period, Manufacturer will have the right to immediately increase the Price of any Product that contains such Manufacturer Supplied Material proportionately to reflect such increased cost to Manufacturer to manufacture the Product. In the event of any such Price increase, Manufacturer will notify Buyer in writing (e-mail being sufficient), and such notice shall be accompanied by reasonable documentation supporting the Price increase.

1.8. **Shipping Costs and Risk of Loss.** Buyer will bear all expenses for the shipment of the Products from Manufacturer's facility (the "**Facility**") and any attendant insurance on the Products. Manufacturer will notify Buyer when Products are ready for pick-up by Buyer, after which Buyer will have seven (7) days to pick up the Products (the "**Included Storage Period**"). Title and risk of loss to the Products will pass to Buyer when Manufacturer delivers the Products to Buyer or a commercial carrier designated by Buyer at the Facility for transport to Buyer's designated delivery destination. If Buyer does not designate a carrier by the end of the Included Storage Period, Manufacturer may, at its sole option (a) select a carrier for the transport of such Products to Buyer, and Buyer shall reimburse Manufacturer for the costs thereof or (b) continue to store the Products at the Facility for an additional charge of \$40 per pallet per month until the same are picked up by Buyer or its designated carrier (the "**Storage Fees**"); provided, however, that (i) Manufacturer shall not be responsible for any loss of the Product incurred after the Included Storage Period and (ii) Manufacturer shall have the right to dispose, at Buyer's sole cost and expense, any finished Products which are not picked up by Buyer from the Facility by the date which is two (2) months after the date on which Manufacturer notifies Buyer that such Products are ready for pick-up. Buyer shall reimburse Manufacturer for all costs and expenses incurred by Manufacturer in connection with disposing of any Products pursuant to the foregoing subclause (ii) within thirty (30) days after Manufacturer notifies Buyer that such Products have been destroyed and are invoiced. Each



shipment of the Products shall be accompanied by a packing slip which indicates (A) the applicable Purchase Order number, (B) the quantity of Products being shipped, and (C) a description of the Products being shipped.

1.9. **Invoices.** Manufacturer shall provide Buyer with an invoice for each shipment of Products shipped to Buyer under this Agreement. Each such invoice shall set forth: (a) the applicable Purchase Order number; (b) the total Price for the Products; (c) the total of all freight, insurance and other charges due in connection with such shipment, if any, and (d) the payment due date.

1.10. **Certificate of Analysis.** Manufacturer will provide a Certificate of Analysis for each batch of Products released for delivery. A hardcopy of the Certificate of Analysis shall be included with every batch of Products delivered to Buyer and upon Buyer's written request, an additional copy will be emailed to Buyer.

1.11. **Payment Terms.** The Price due for Buyer's first three (3) Purchase Orders shall be payable as follows: (a) fifty percent (50%) of the Price shall be due at the time each such Purchase Order is placed and (b) the remaining fifty percent (50%) of the Price shall be due upon shipment of the applicable Products. If Purchase Order is placed with a due date that is longer than our standard lead time, fifty percent (50%) of the Price shall be due ninety (90) days prior to the confirmed due date on the original purchase order. Thereafter, assuming Buyer is able to satisfy Manufacturer's credit requirements, the Price shall be due in full within thirty (30) days after Buyer's receipt of an invoice from Manufacturer unless other payment terms have been agreed upon in writing signed by both parties. Notwithstanding the foregoing, Manufacturer reserves the right to vary, change or limit the payment terms and/or the amount or duration of credit to be allowed to Buyer, either generally or with respect to any Purchase Order (or portion thereof) at any time upon written notice to Buyer (e-mail being sufficient). Manufacturer may refuse to manufacture or ship additional Products if the Price owed for previous Purchase Orders is not fully paid when due, except to the extent a dispute exists with respect thereto.

## 2. QUALITY.

2.1. **Quality Agreement.** Simultaneously with the execution of this Agreement, Manufacturer and Buyer shall execute the Quality Agreement attached hereto as Exhibit D (the "**Quality Agreement**"). All terms and provisions of the Quality Agreement shall govern Manufacturer's performance pursuant to this Agreement, and as such, such Quality Agreement is hereby incorporated by this reference. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Quality Agreement, the terms which are more favorable to Manufacturer shall govern and control.

2.2. **Quality Assurance.** Manufacturer hereby represents and warrants to Buyer that as of the applicable Delivery Date (as hereinafter defined), (a) the Products will comply with the Specifications as well as the then-applicable Good Manufacturing Practice Regulations ("**GMPs**") issued by the U.S. Food and Drug Administration ("**FDA**"); (b) the Products be free from material defects; and (c) the Products shall be free from any liens, encumbrances or claims of any kind.

2.3. **Packaging Information.** Unless otherwise agreed to in writing by the parties, Buyer shall provide all content, designs, artwork and related details (including trade names, trademarks, copyright and other intellectual property) to be set forth on the labels and packaging of the Products (collectively, "**Packaging Information**"). Buyer shall be solely responsible for ensuring all Packaging Information provided to Manufacturer hereunder complies with all current and future federal, state and local laws,





rules, regulations, statutes and the like (collectively, "Laws"), including, without limitation, the FDC Act (as hereinafter defined) and all Laws issued by the US Department of Agriculture and/or the FDA.

2.4. **Recalls.** Manufacturer shall promptly notify Buyer of any recall of Products subject to this Agreement, unless such recall is initiated by Buyer, in which case Buyer shall promptly notify Manufacturer of such recall. Buyer will evaluate all complaints for adverse event reporting requirements. Buyer shall promptly provide completed copies of all reportable adverse events to the Manufacturer.

2.5. **Defective Products.** Buyer shall have thirty (30) days following receipt of a shipment of the Products (the "Inspection Period") to determine whether such Products do not conform to the Specifications or the other requirements of this Agreement and provide written notice to the Manufacturer of any such non-conforming Products (each, a "Non-Conforming Product"), specifying in reasonable detail the manner in which such Product is non-conforming. Upon Manufacturer's request, Buyer shall also provide samples of the Non-Conforming Products. If Manufacturer disputes whether any Product is a Non-Conforming Product, samples of the applicable Product shall be submitted to a mutually acceptable laboratory for analysis. Unless inconclusive, the laboratory's findings shall be binding on the parties. The non-prevailing party shall bear the laboratory costs unless the laboratory's findings show that the problem at issue which rendered the Product a Non-Conforming Product was caused by a defective Buyer Supplied Material or incorrect Packaging Information supplied by Buyer, in which case Buyer shall be solely responsible for such laboratory's costs. If Manufacturer does not dispute that a Product is a Non-Conforming Product, or the laboratory finds that such Product is a Non-Conforming Product (other than due to a defective Buyer Supplied Material or incorrect Packaging Information supplied by Buyer), then, in either case, Manufacturer shall replace the Non-Conforming Product(s) at no cost to Buyer. Failure by Buyer to notify Manufacturer of a Non-Conforming Product prior to the end of the Inspection Period, shall be deemed waiver of Buyer's rights under this Section 2.5.

### 3. **TERM AND TERMINATION.**

3.1. **Term.** This Agreement shall take effect on the Effective Date, and, unless sooner terminated pursuant to the terms hereof, shall continue in effect for an initial term of two (2) years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for additional and successive terms of one (1) year (each, a "Renewal Term"), unless sooner terminated pursuant to the terms hereof. Either party may, upon written notice to the other party at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as applicable (the Initial Term, together with all Renewal Terms, if any, the "Term"), elect not to renew this Agreement.

3.2. **Termination for Default.** Each party may terminate this Agreement upon a material default under this Agreement by the other party if such default is not cured within (a) ten (10) calendar days for monetary defaults, or (b) sixty (60) calendar days for non-monetary defaults, in either case, after the breaching party's receipt of written notice of such default.

3.3. **Termination for Bankruptcy or Insolvency.** Each party may terminate this Agreement upon written notice if the other party files for bankruptcy, is adjudged bankrupt, takes advantage of applicable insolvency laws, makes an assignment for the benefit of creditors, is dissolved or has a receiver appointed for its property.

3.4. **Effect of Termination.** Upon the expiration or termination of this Agreement, (a) Buyer shall be obligated to purchase and pay for any Products that were ordered by Buyer prior to the effective date of termination, even if such Products were delivered following the effective date of termination, provided, however, that in the event that this Agreement is terminated by Manufacturer pursuant to



Section 3.2 or Section 3.3, Manufacturer shall have no obligation to fulfill any outstanding Purchase Orders, [and Buyer shall pay Manufacturer an amount equal to the Price per Product of any shortfall in the Minimum Volume Commitment for the remainder of the Term within thirty (30) days following the effective date of termination,] and (b) Buyer shall promptly pick-up all Buyer Supplied Materials from the Facility. In addition, within three (3) months after the effective date of termination or expiration of this Agreement, Manufacturer shall notify Buyer of the amount of Unique Materials, if any, which Manufacturer was unable to use or return to the applicable supplier, and Buyer shall, within thirty (30) days thereafter, pay Manufacturer the Unique Materials Fee for Manufacturer's then-unused inventory of Unique Materials in accordance with Exhibit C. Subject to the foregoing, following expiration or termination of this Agreement, neither Manufacturer nor Buyer shall have any obligation to the other party whatsoever except for (i) Buyer's obligation to pay all then-unpaid amounts due and owing to Manufacturer under this Agreement, including, without limitation, any then-unpaid amounts due for any Products ordered by Buyer prior to the effective date of expiration or termination, and (ii) those obligations which survive expiration or termination pursuant to Section 3.5.

3.5. **Survival.** The provisions of [Section 1.3(b) (as it relates to the Minimum Volume Commitment,)] [Section 1.12 (Equity Compensation),] Section 3.4 (Effect of Termination), Section 3.5 (Survival), Section 4 (Confidentiality; Intellectual Property), Section 5 (Indemnification), Section 8 (Miscellaneous) and Exhibit C (as it relates to Unique Materials) shall survive the expiration or termination of this Agreement.

#### 4. **CONFIDENTIALITY; INTELLECTUAL PROPERTY.**

4.1. **Confidential Information.** Prior to or simultaneously with execution of this Agreement, Manufacturer and Buyer shall execute the Mutual Confidentiality and Nondisclosure Agreement attached hereto as Exhibit E (the "**Non-Disclosure Agreement**"). All terms and restrictions of the Non-Disclosure Agreement shall govern the parties' performance pursuant to this Agreement, and as such, such Non-Disclosure Agreement is hereby incorporated by this reference.

4.2. **Manufacturer IP.** Buyer acknowledges and agrees that Manufacturer is the sole and exclusive owner of (a) any and all methodologies, know how, manufacturing, production and/or packaging processes, trade secrets, engineering details, materials, technology, technical documentation, inventions, algorithms, formulae, documents, data, equipment or software provided, used, developed or created before, on or after the Effective Date (i) by Manufacturer independently of Buyer, or (ii) that is applicable to Manufacturer's business generally; (b) all trade secrets, trade names, trademarks, trade dress, copyrights, logo types, commercial symbols, patents, or similar rights or registrations, branding labels and designs used on, or in connection with, Manufacturer's products or business, now or hereafter held or applied for in connection therewith; (c) all improvements, modifications and/or enhancements to any items referenced in the foregoing subclauses (a) or (b) created by Manufacturer, whether singularly or jointly with third parties, including, without limitation, Buyer; and (d) all goodwill associated with any of the foregoing (collectively, the "**Manufacturer IP**").

4.3. **Buyer IP.** Manufacturer acknowledges and agrees that Buyer is the sole and exclusive owner of (a) all specifications for the Products; (b) all trade secrets, trade names, trademarks, trade dress, copyrights, logo types, commercial symbols, patents, or similar rights or registrations, branding labels and designs used on, or in connection with, the Products now or hereafter held or applied for in connection therewith; (c) all improvements, modifications and/or enhancements to any items referenced in the foregoing subclauses (a) or (b); and (d) all goodwill associated with any of the foregoing (collectively, the "**Buyer IP**"); provided that, "Buyer IP" shall not include any formulas developed by Manufacturer for Buyer



(singularly or jointly with third parties, including without limitation, Buyer) pursuant to this Agreement Manufacturer further acknowledges and agrees that the Buyer IP is the sole and exclusive property of Buyer and may be used by Buyer and its affiliates for any purpose. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement or the Non-Disclosure Agreement, "Buyer IP" shall not include any Manufacturer IP.

4.4. **Other Agreements.** Notwithstanding anything to the contrary set forth in Section 4, the Parties acknowledge and agree that (a) they previously entered that certain Development Services Letter Agreement, dated as of 5/22/2020 (the "**Development Agreement**"); (b) the obligations contained in Section 4 are in addition to, and not in lieu of, the obligations set forth in the Development Agreement; and (c) in the event that the terms of the Development Agreement conflict with the terms of this Agreement, the terms which are more favorable to Manufacturer shall govern and control.

5. **INDEMNIFICATION.** Subject to the limitations of liability set forth herein, each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other party, its owners, officers, directors, employees, agents, representatives and contractors and their successors and assigns (collectively, the "**Indemnified Parties**"), from and against any and all damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claims arising out of or in connection with breach by Indemnifying Party of any term of this Agreement; provided, however, that the Indemnifying Party shall not have any obligation to indemnify any Indemnified Party for any Loss arising out of any breach of this Agreement by any Indemnified Party, or the negligence, recklessness or willful misconduct of any Indemnified Party. Notwithstanding the foregoing or anything herein to the contrary, Manufacturer shall have no liability whatsoever under this Section 5 or otherwise due to any Packaging Information or Specifications provided by Buyer hereunder, nor shall Manufacturer have any liability due to any modifications made by Buyer or its customers to the Products.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party as follows:

(a) Such party is duly organized and validly exists under the laws of the state and country of its organization and has full power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) Such party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder;

(c) This Agreement is a legal and valid obligation binding upon it and is enforceable according to its terms; and

(d) The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body, administrative or other agency having authority over it.

6.2. **Buyer Representations and Warranties.** Buyer represents and warrants to Manufacturer as follows:



(a) Buyer is not aware of any patents or trade secret rights owned or controlled by a third party to which Buyer has not already obtained the right to use which would dominate or be infringed or misappropriated by the manufacture and supply of the Products or their use or sale, and is not aware of any claims of such domination, infringement or misappropriation;

(b) All Packaging Information provided to Manufacturer will comply with all applicable Laws;

(c) Buyer possesses adequate substantiation for all material claims included in the Packaging Information as required by Law; and

(d) All Buyer Supplied Materials will comply with all applicable Laws, including, without limitation, 21 CFR Part 117 and Part 111.

6.3. **Manufacturer Representations and Warranties.** Manufacturer represents and warrants to Buyer as follows:

(a) As of the date on which the risk of loss transfers to Buyer pursuant to Section 1.8 (the "**Delivery Date**"), the Products shall be manufactured in accordance with the Federal Food, Drug and Cosmetic Act, as amended as of the applicable Delivery Date (the "**FDC Act**") and the regulations thereunder, including applicable GMPs which are in force as of such Delivery Date.

(b) As of the applicable Delivery Date, the Products shall not be adulterated or misbranded within the meaning of the FDC Act as of such Delivery Date.

(c) To the best of Manufacturer's knowledge, Manufacturer shall have good and marketable title and the right to sell the Products to Buyer as of the applicable Delivery Date.

6.4. **No Other Representations.** THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND MANUFACTURER EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES.

7. **INSURANCE.** Each party will, for the duration of the Term and for a period of three (3) years thereafter, maintain Comprehensive General Liability Insurance coverage, which insurance coverage will include, without limitation, bodily injury liability, personal injury liability, property damage liability, products liability, and contractual liability coverage. The insurance coverage required to be maintained by each party shall afford limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate and will name the other party as an additional insured. In addition, for the duration of the Term and for a period of three (3) years thereafter, Buyer shall maintain in full force and effect recall insurance of at least \$2,000,000 per incident protecting both parties from any loss, costs or expenses resulting from any accidental or malicious contamination or recall (including threat thereof) of any Product, including, without limitation loss, costs or expenses arising out of business interruption, including profit, recall costs, product destruction costs, advertising and public relations expenses related to the recall, and any specialty consulting services required to help manage or advise either party in managing the incident. Upon written request, each party hereto will provide to the other party a Certificate of Insurance that shows the name of the party, the name of the insurance company, the type of insurance, the policy number, the effective date, the expiration date, and the limits of liability.

8. **MISCELLANEOUS.**





8.1. **Entire Agreement.** This Agreement, together with the Non-Disclosure Agreement, Development Agreement, the Quality Agreement along with all Exhibits, schedules and attachments to any of the foregoing, embody the entire understanding of the parties with respect to the subject hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

8.2. **No Partnership.** Manufacturer is an independent contractor of Buyer hereunder. As such, neither party is, nor will be, deemed to be an employee, agent or legal representative of the other party for any purpose. Neither party will be entitled to enter into any contracts in the name of, or on behalf of, the other party, nor will a party be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so. This Agreement is an arm's-length supply agreement between the parties and shall not constitute or be construed as a joint venture or agency agreement.

8.3. **Assignment.** Except as otherwise provided herein, neither this Agreement or any interest hereunder will be assignable in part or in whole by Buyer without the prior written consent of Manufacturer. Manufacturer may freely assign this Agreement, without consent, to a successor in ownership of all or substantially all of its business assets or securities, whether by sale of assets, merger, consolidation or otherwise in connection with a change of control. This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party will be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment which is not in accordance with this Section 8.3 will be void.

8.4. **Amendment.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

8.5. **Notices.** Any notice or other communication required or permitted to be given shall be in writing unless otherwise specified and shall be delivered by personal delivery, certified mail return receipt requested, nationally recognized overnight courier or email to a party's address set forth in the preamble of this Agreement, or to a party's email address set forth on the signature page, or to such other address or email address as a party may specify to the other party in writing from time to time (via email being sufficient). A copy of any notice of termination or default sent to Manufacturer shall also be sent to The Giannuzzi Group, LLP, 411 W. 14<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, New York 10014, Attn: Anthony Luzzolino, Esq., Email: anthony@gglaw.us.

8.6. **Force Majeure.** Any failure or delay in performance by either party under this Agreement (other than any failure or delay in performance of a party's payment obligations) shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including but not limited to acts of God, pandemics and/or epidemics (including, without limitation, the Covid-19 pandemic), embargoes, governmental restrictions and mandates (including, without limitation, shelter in place or stay at home orders), strikes or other concerted acts of workers, fires, flood, earthquake, explosions, riots, wars, civil disorder, rebellion or sabotage (each, a "**Force Majeure Event**"). The party whose performance is affected by a Force Majeure Event shall promptly notify the other party, which notice shall include the commencement date, nature and expected duration of such Force Majeure Event. The affected party will in good faith attempt to mitigate any damages the other party may suffer as a result of such an Force Majeure Event and promptly resume performance under this Agreement as soon as reasonably possible and to the greatest extent possible after experiencing such an Force Majeure Event.



8.7. **Severability.** If any term or provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent held to be invalid, illegal or unenforceable, shall be deemed stricken from the terms hereof.

8.8. **Waiver.** Failure of either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a waiver or as a waiver in other instances. Waiver shall only be effective if made in writing signed by the waiving party.

8.9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law.

8.10. **Injunctive Relief.** Buyer acknowledges and agrees that Manufacturer may be irreparably damaged if Buyer fails or refuses to perform its obligations under this Agreement. Accordingly, in the event of any actual or threatened breach of this Agreement by Buyer, Manufacturer shall be entitled to seek injunctive relief to prevent and/or remedy any actual or threatened breaches of this Agreement and to specifically enforce Buyer's obligations under this Agreement in any court having jurisdiction without proving actual damages or posting a bond or other security, in addition to all other rights and remedies to which Buyer may be entitled under this Agreement, at law or in equity. In addition, Buyer agrees to accept service of process made upon it at any location in any manner specified in Section 8.5 or in any other manner permitted by Law.

8.11. **Arbitration.** Except with respect to Manufacturer's right to seek injunctive relief under Section 8.10, any controversy or claim between or among the parties relating to this Agreement shall be determined by arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. Unless the parties agree otherwise in writing, any arbitration hearing under this Agreement shall be held in Alameda County, California in front of a panel of three (3) arbitrators appointed in accordance with such Commercial Arbitration Rules. Any judgment and/or award rendered in arbitration shall be enforceable in any court of competent jurisdiction. The prevailing party in any dispute arising out this Agreement shall be entitled to recover their reasonable attorneys' fees and costs.

8.12. **Headings.** The Section headings contained herein are for convenience only and are not intended to define or limit the contents of those sections.

8.13. **Limitation on Liability.** MANUFACTURER'S LIABILITY ARISING OUT OF THE SALE, MANUFACTURE AND/OR SUPPLY OF THE PRODUCTS UNDER THIS AGREEMENT OR THE USE OR DISPOSITION OF THE PRODUCTS BY BUYER OR ITS CUSTOMERS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO MANUFACTURER BY BUYER FOR THE PRODUCTS. IN NO EVENT SHALL MANUFACTURER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF THE SALE, MANUFACTURE OR SUPPLY OF THE PRODUCTS.

8.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via e-mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)), or any other digital or electronic transmission method and



any counterpart so delivered shall be deemed to have been duly and validly delivered and effective for all purpose.

*[remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties have caused this Supply Agreement to be signed by their duly authorized representatives as of the Effective Date.

**MANUFACTURER:**

BERKELEY NUTRITIONAL MANUFACTURING CORP.  
D.B.A. PROTEIN RESEARCH

By: 

Name: *Melissa Dethardt*  
Title: *Senior Vice President*  
Email: *mdethardt@proteinresearch.com*

**BUYER:**

RRITUAL SUPERFOODS INC

By: 

Name: Warren Spence  
Title: Director  
Email: warren@wearerritual.com

