BUSINESS DEVELOPMENT AND EXCLUSIVE SUPPLY AGREEMENT

This Business Development and Exclusive Supply Agreement ("Agreement") is made and effective as of the 10th day of OCTOBER, 2018, by and between **Viance, LLC.**, a Delaware limited liability company ("VIANCE"), and REDACTED a REDACTED corporation (REDACTED). REDACTED and VIANCE are jointly referred to as the "Parties".

RECITALS

WHEREAS, VIANCE is engaged in the business of manufacturing, distributing, and selling REDACTED which, when formulated using the equipment and processes as directed by VIANCE, constitutes a proprietary oil-based wood preservative concentrate based on DCOI for the pressure treatment of industrial wood REDACTED:

WHEREAS, REDACTED and its Affiliates (as such term is defined in Section 4.1.1) are engaged in the business of manufacturing, treating, distributing and selling wood poles for the transmission and distribution of electricity ("Wood Poles");

WHEREAS, VIANCE desires to expand the use and sales of REDACTED to include treatment of certain western species of Wood Poles;

WHEREAS, REDACTED owns a wood treating facility in REDACTED (the "REDACTED Facility") that would be suitable for testing the treatment of western species of Wood Poles with REDACTED REDACTED

WHEREAS, VIANCE desires that REDACTED utilize the REDACTED Facility and its experience, expertise and industry contacts to (i) test the treatment of western species of Wood Poles with REDACTED and (ii) develop a market for the sale of Wood Poles treated with REDACTED

WHEREAS, REDACTED is willing to undertake the Testing Phase at its REDACTED Facility and, if such testing satisfies REDACTED that REDACTED is a commercially viable wood preservative for western species of Wood Poles, move to the Marketing Phase;

WHEREAS, REDACTED may, after the Testing Phase and the Marketing Phase, desire to purchase REDACTED from VIANCE to treat Wood Poles, and then, market, distribute and sell such treated Wood Poles (the "Supply Phase");

WHEREAS, the Parties desire to enter into this Agreement setting forth their respective rights and obligations during each of the REDACTED Supply Phases of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged,

VIANCE and REDACTED hereby agree as follows:

ARTICLE I
REDACTED PHASE

1.1 REDACTED

REDACTED

1.2 **Retort Fitness Test**. During the Survey Phase, REDACTED will conduct fitness-for-service testing on the retort at the REDACTED Facility ("Fitness Test").

1.3 REDACTED

REDACTED

ARTICLE II
REDACTED PHASE

2.1 **Applicability.** The terms set forth in this Article II shall apply during the Testing Phase contemplated by the Agreement.

2.2 **Scope of Work/Testing**. The tests to be performed at the REDACTED Facility are set forth in Appendix A attached hereto ("Testing Activities"). REDACTED

REDACTED

2.3 **Access.** REDACTED will provide VIANCE reasonable access to the REDACTED Facility to participate in testing the REDACTED in the treatment of Wood Poles.

2.4 REDACTED

REDACTED

2.5 REDACTED

2.6 REDACTED

2.7 REDACTED

2.8 REDACTED

2.9 REDACTED

2.10 **Intellectual Property.** Any and all Know-How, technologies, trade secrets, inventions, patents, patent applications and all other intellectual property rights developed, possessed, licensed, acquired or conceived by a Party during the term of this Agreement resulting from work conducted in connection with the Testing Phase ("Developments") shall be owned and licensed as follows:

2.10.1 If developed solely by REDACTED such technology shall be the sole and exclusive property of REDACTED

2.10.2 If developed solely by VIANCE, such technology shall be the sole and exclusive property of VIANCE; and

2.10.3 To the extent mutually developed during the Testing Phase ("Joint Developments"), such technology shall be the joint property of both Parties.

2.10.3.1 The Parties will jointly file any patent applications, copyright registrations, or applications for other intellectual property rights related to Joint Developments. All costs associated with such applications, patents, and copyright registrations shall be borne by the Parties equally. Each Party will provide any assistance reasonably requested by the other Party for the preparation, filing, and prosecution of such applications, and the enforcement of any patents and copyright registrations that may issue therefrom, including the execution of inventorship declarations, assignment deeds, and affidavits, participation in examiner interviews, and providing deposition and trial testimony, where needed.

2.10.3.2 In case one Party ("Withdrawing Party") does not agree to share with the other Party in the costs of filing a patent application relating to Joint Developments, or decides not to continue prosecution of a patent application relating to Joint Developments or decides not to maintain a jointly invented Patent, the Withdrawing Party shall promptly notify the other Party ("Maintaining Party") in writing within thirty (30) days of its decision and at least sixty (60) days prior to any applicable deadline. If the Maintaining Party wishes to file such patent application or to continue prosecution of such application or to maintain such a patent, the Maintaining Party shall have the right to do so at its own expense. Withdrawing Party shall cooperate with and assist Maintaining Party in filing and prosecuting such patent application or enforcing such patent by executing any and all documents that may be necessary to assist Maintaining Party to file, perfect, and enforce Maintaining Party's patent rights in and to the Joint Developments and any issues, reissues, divisions, continuations, continuations-in-part, and National applications based on any of the foregoing, any substitutions, reissues, examinations or extensions to any of the foregoing, and any patents issuing therefrom or foreign equivalents of any of the foregoing. Withdrawing Party shall assign all rights, title, and interest in and to any such Joint Developments for which Withdrawing Party does not share in costs for filing patent applications and maintaining patents. The Maintaining Party shall be the exclusive owner of such Joint Developments.

2.10.3.3 Each Party shall have a right of first refusal to purchase the joint rights of the other Party in any Joint Developments (whether or not patented) which are offered for sale as an asset, separate from any portion of the business of the other Party. Such Patent rights may be purchased for a price no less than that offered by any third party.

2.11 **Duration/Term of Testing Phase.** Unless earlier terminated, the Testing Phase shall commence immediately following the Survey Phase and continue for a period of REDACTED REDACTED thereafter; provided, however that REDACTED will use commercially reasonable efforts to complete the Testing Phase as expeditiously as reasonable possible.

ARTICLE III
REDACTED PHASE

3.1 REDACTED

3.1.1 REDACTED

REDACTED

3.1.2 REDACTED

REDACTED

(i) REDACTED

REDACTED

(ii) REDACTED

REDACTED

(iii) REDACTED

REDACTED

(iv) REDACTED

REDACTED

(v) REDACTED

REDACTED

(vi) REDACTED

(vii) REDACTED

3.2 REDACTED

3.2.1 REDACTED

REDACTED

3.2.2 REDACTED

REDACTED

3.2.3 REDACTED

REDACTED

3.2.4 REDACTED

REDACTED

3.3 REDACTED

3.4 REDACTED

REDACTED

3.5 REDACTED

REDACTED

ARTICLE IV

REDACTED PHASE

4.1 REDACTED

4.1.1 REDACTED

REDACTED

REDACTED

4.1.2 REDACTED

REDACTED

4.1.3 REDACTED

REDACTED

4.1.4 REDACTED

REDACTED

4.1.5 REDACTED

REDACTED

4.2 **Term.** Unless earlier terminated at the end of the Testing Phase or during Marketing Phase or as set forth in Section 4.7, this Agreement shall be in effect REDACTED from the date of execution of this Agreement (the "Initial Term"). Thereafter, the term shall be automatically extended for REDACTED (each a "Renewal Term", collectively the Initial Term and Renewal Term are the "Term") unless either Party gives the other written notice of its intent not to renew at least REDACTED before the end of the Initial Term or any Renewal Term, as applicable.

4.3 REDACTED

REDACTED DCOI oil-based wood preservative concentrate, to be used in the pressure treatment of Wood Poles.

REDACTED

REDACTED

4.4 REDACTED

4.4.1 REDACTED

4.4.2 REDACTED

4.4.3 REDACTED

4.4.4 REDACTED

4.5 REDACTED

4.6 REDACTED

4.6.1 REDACTED

4.6.2 REDACTED

4.7 REDACTED

ARTICLE V
GENERAL TERMS

5.1 **Applicability**. The terms set forth in the Article V shall apply during all Phases REDACTED contemplated by the Agreement.

5.2 **Meetings.** REDACTED

REDACTED

5.3 REDACTED

5.3.1 REDACTED

REDACTED

5.3.1 REDACTED

REDACTED

5.4 **VIANCE's Obligations, Representatives and Warranties.** VIANCE undertakes the following obligations and makes the following representations and warranties:

5.4.1 REDACTED

REDACTED

5.4.2 REDACTED

REDACTED

5.4.3 REDACTED

REDACTED

5.4.4 REDACTED

REDACTED

5.4.5 REDACTED

REDACTED

5.4.6 REDACTED

(i) REDACTED

(ii) REDACTED

(iii) REDACTED

(iv) REDACTED

(v) REDACTED

(vi) REDACTED

(vii) REDACTED

(viii) REDACTED

(ix) REDACTED

(x) REDACTED

(xi) REDACTED

5.5 REDACTED **Obligations, Representations and Warranties.** REDACTED undertakes the following obligations and makes the following representations and warranties:

5.5.1 REDACTED

5.5.2 REDACTED

REDACTED

5.5.3 REDACTED

5.5.4 REDACTED

REDACTED

5.5.5 REDACTED

(i) REDACTED

(ii)

(iii)

(iv)

5.6 **Insurance.** Each Party and its subcontractors performing any portion of the work or services contemplated by this Agreement shall have and maintain at all times the following insurance coverage, or the equivalent in self-insurance:

5.6.1 Comprehensive or commercial general liability coverage (occurrence form) covering bodily injury and property damage liability, including contractual, products, and completed operations, with minimum limits of REDACTED The other party shall be designated as an additional insured.

5.6.2 Worker's Compensation or Industrial Accident Insurance as required by law, including Employer's Liability and minimum limit of REDACTED per accident.

5.6.3 Each Party shall furnish the other Party with certificates of insurance demonstrating compliance or a letter of self-insurance herewith. Each Party shall endeavor to require the insurance carrier(s) to give the other Party at least thirty (30) days written notice prior to any change or cancellation of said coverage, either in whole or in part, provided that the failure of each Party's insurance carrier to give such required notice shall not be a default by that Party.

5.7 **Termination.** Unless extended, this Agreement shall terminate upon the expiration of the Term set forth in Section 4.2 of this Agreement. Furthermore, this Agreement can be terminated as follows:

5.7.1 If either Party becomes bankrupt, or insolvent, or defaults in the performance of any non-monetary obligation contained herein, and said default is not cured within thirty (30) days after receipt of written notice identifying said default, the other party, at its option, may upon written notice terminate this Agreement effective immediately.

5.7.2 If either Party defaults in the performance of a monetary obligation contained herein, and said default is not cured within (45) days after receipt of written notice identifying said default, the other Party, at its option, may upon written notice terminate this Agreement effective immediately.

5.7.3 Any termination shall be without prejudice to the collection of any monies then due and owing. The foregoing remedies shall be cumulative and not exclusive, and the Parties shall be entitled to all other remedies provided by law or in equity.

5.8 **Assignment.** REDACTED

REDACTED

5.9 **Modification and Waiver.** The failure or delay of either Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a modification or waiver of such provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right to enforce each and every such provision. An express waiver (whether one or more times) by either of the Parties of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. None of the terms of this Agreement shall be deemed to be waived or modified except by a written document drawn expressly for such purpose and executed by the party against whom enforcement of such waiver or modification is sought.

5.10 **Force Majeure.** The performance by either Party of any covenant or obligation on its part to be performed hereunder (other than an obligation to pay money) shall be excused by floods, strikes, or other labor disturbances, riots, fires, accidents, wars, embargoes, delays of carrier, mechanical failure of equipment, failure of power or of natural sources of supply, injunction or restraints of government, or any other cause preventing such performance, whether similar or dissimilar to the foregoing, beyond the reasonable control of the Party bound by such covenant or obligation. The Party affected shall exert its best efforts to eliminate, cure or overcome any such causes and to resume performance of its covenants and obligations with all possible speed.

5.11 REDACTED

REDACTED

5.12 **Confidentiality.** During the Term and for a period of three (3) years following termination of this Agreement, each Party undertakes to keep all Confidential Information (as defined herein) disclosed to it strictly confidential and will use it only in performance of this Agreement. During the Term and for a period of three (3) years following termination of this Agreement, each Party shall take all reasonable steps to prevent any of its officers, employees or independent contractors from disclosing any of the Confidential Information and from using any of the Confidential Information provided by the other Party for development and production of competing products or for any personal gain.

As used herein, "Confidential Information" means matters of a proprietary nature to the disclosing party, including but not necessarily limited to inventions, trade secrets, know- how, methods, techniques, engineering concepts, REDACTED specifications, computer software (both source and object codes), devices, compilations of information, written descriptions, drawings, samples, compositions, demonstrations, research and development efforts, business activities and operations, customer and supplier lists and related data, wood treating methods, processes and records, and similar items. Confidential Information may be in any tangible media including writings, computer programs, logic diagrams, component specifications, or drawings. Notwithstanding this Section 4.12, REDACTED shall have the right to disclose Confidential Information of VIANCE to local, state or federal agencies in order to obtain and maintain the required licenses, permits and approvals referenced in Section 4.5.1 of this Agreement. REDACTED agrees to disclose only that Confidential Information required by local, state, or federal agencies, and agrees to take reasonable steps to attempt to protect such confidential information from being subject to public information requests by designating the Confidential Information as "Confidential". VIANCE acknowledges that despite such designation, Confidential Information will likely be disseminated. VIANCE expressly acknowledges that it will have access to REDACTED treating processes and equipment, and that such processes and equipment are proprietary Confidential Information that should not be disclosed by VIANCE.

5.13 **Severability.** If any court or regulatory agency or body determines, in a form and manner that renders such determination enforceable against either of the parties, that any provision of this Agreement is void, invalid, unenforceable or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement shall be construed and performed as if such void, invalid, unenforceable or illegal provision had never been contained herein. In such case, this Agreement shall be reformed at the request of either party so that it will preserve, so far as possible, the economic bargain of the parties, as expressed herein.

5.14 **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes all previous agreements, whether written or oral, relating to the same subject matter.

5.15 **Notices.** All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by facsimile, hand-delivery, or mailed by first class, postage prepaid, registered or certified mail, return receipt requested, and addressed in accordance with the following:

5.15.1 If to VIANCE:

VIANCE, LLC.
Attn: John Hussa, President 8001 IBM Drive
Charlotte, NC 28262
Phone: 800-421-8661
Facsimile: 704-527-8232

5.15.2 If to REDACTED

REDACTED
Attn:
Address:
Phone Facsimile:

or to such other address as either party may provide to the other in writing.

5.16 **Headings.** The section headings contained herein are for reference only and shall not in any way affect the interpretation and meaning of this Agreement.

5.17 REDACTED

REDACTED

5.18 **Governing Law.** This Agreement shall be governed and construed according to the laws of the state of Delaware. Any controversy, dispute or question arising out of, or in connection with, or in relation to this Agreement or its interpretation, performance or nonperformance or any breach thereof shall be determined by the State and Federal Courts located in New Castle County, Delaware. The prevailing party shall be entitled to receive such party's reasonable attorney's fees and disbursements incurred in connection with such matter.

5.19 **Waiver of Jury Trial**. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

5.20 **Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

first above written.

VIANCE, LLC.

By: _____

Name: JOHN HUSSA

Title: PRESIDENT

REDACTED

By: REDACTED

Name: REDACTED

Title: REDACTED

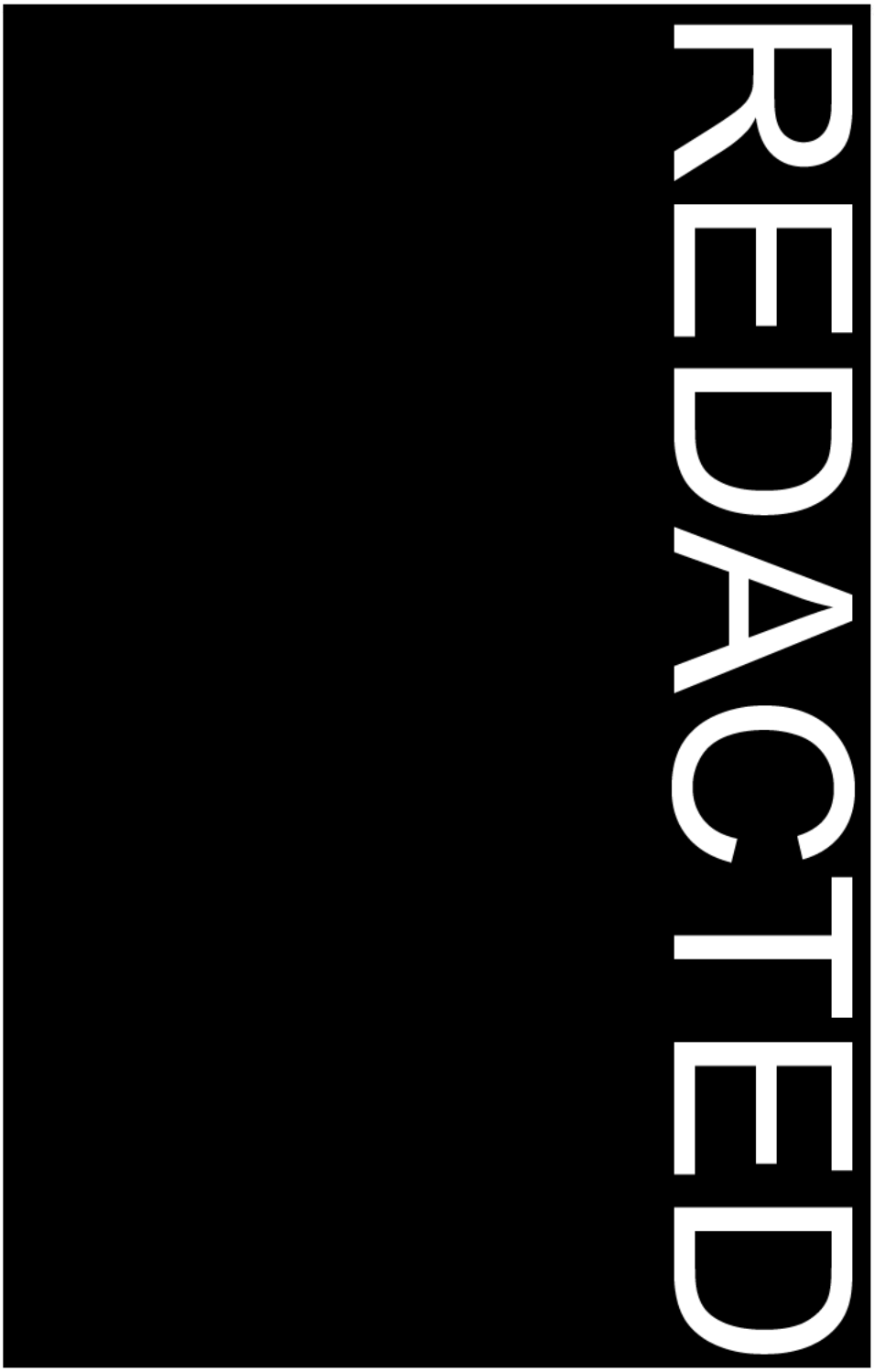
Appendix A

SCOPE OF WORK/TESTING

This document will be jointly developed by Viance and REDACTED

Appendix B

Appendix C__
PRODUCT SPECIFICATIONS



Redacted Pursuant to Proposed
Modified Protective Order

Appendix D

REDACTED

Appendix E__ ULTRAPOLE WARRANTY

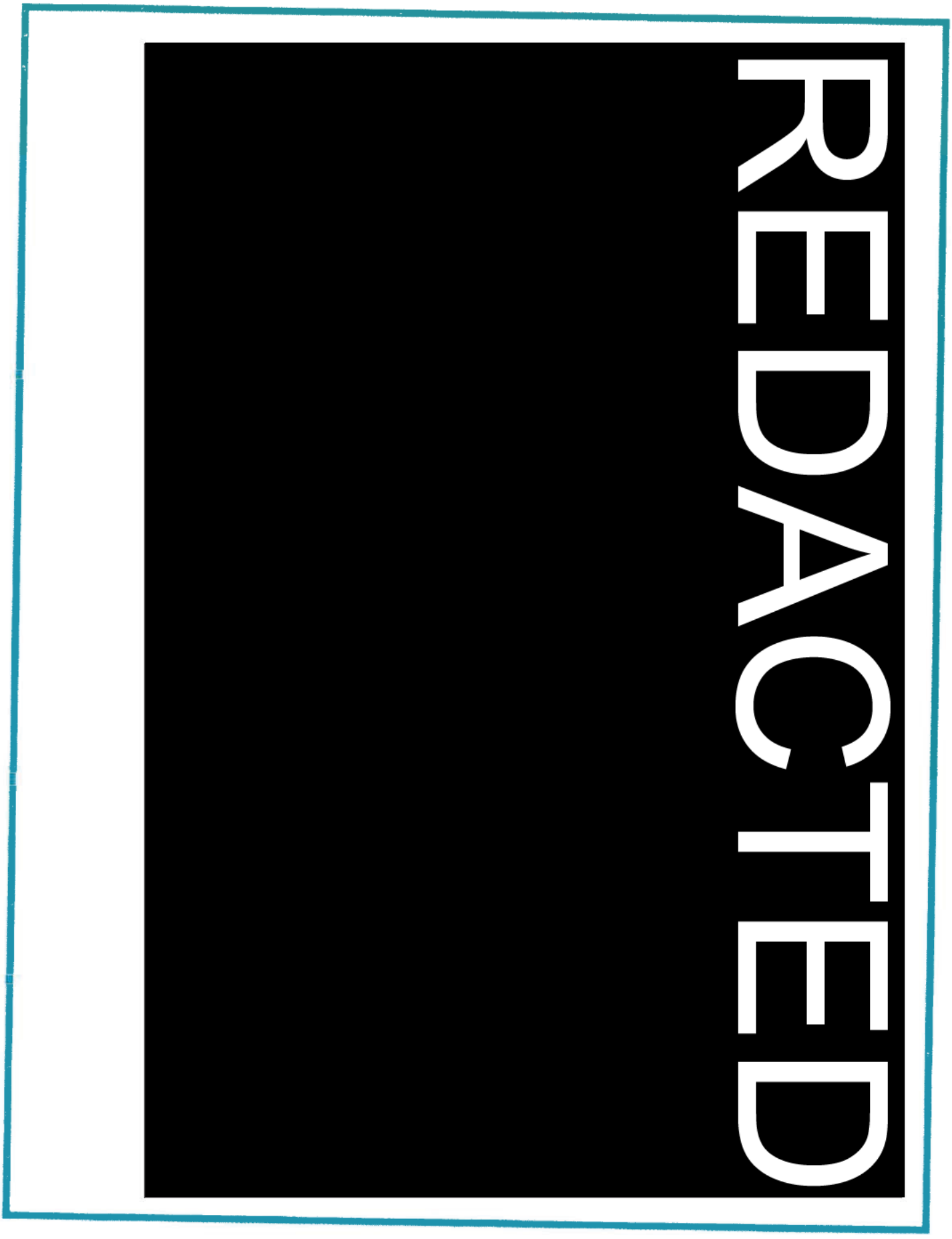
ULTRApole NXT

50-YEAR LIMITED WARRANTY

REDACTED

Viance Exhibit 1079
Viance v. Koppers Performance Chemicals
PGR2026-00023
Page 20 of 41

Redacted Pursuant to Proposed
Modified Protective Order


REDACTED

FIRST AMENDMENT TO
BUSINESS DEVELOPMENT AND SUPPLY AGREEMENT

This First Amendment to Business Development and Supply Agreement ("First Amendment") is entered into as of this 10-27-2020 ("Effective Date") by and between REDACTED a Delaware corporation ("REDACTED"), as successor in interest to REDACTED (REDACTED"), and Viance, LLC, a Delaware limited liability company ("VIANCE"). REDACTED and VIANCE are jointly referred to herein as the "Parties".

RECITALS

WHEREAS, VIANCE and REDACTED entered into the Business Development and Exclusive Supply Agreement on October 16, 2018;

WHEREAS, REDACTED
REDACTED

WHEREAS, VIANCE is in the process of developing a proprietary wood preservative in DCOI block form for the pressure treatment of industrial wood ("VIANCE UP-50");

WHEREAS, VIANCE and REDACTED desire to amend certain provisions of the Agreement pursuant to the terms and conditions contained in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein, intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. The title of the Business Development and Exclusive Supply Agreement shall be changed to Business Development and Supply Agreement (hereinafter the "Agreement").

2. All references to REDACTED and REDACTED in the Agreement shall be replaced with REDACTED and REDACTED, respectively.

3. The following provision shall be added into ARTICLE II:

2.12 Testing of VIANCE UP-50. If testing activities become necessary to include REDACTED after development of VIANCE UP-50 by VIANCE, the parties agree to discuss and find a mutually agreeable resolution to each Party's rights, responsibilities, and costs, which shall be finalized in writing upon further amendment to this Agreement.

4. Unless explicitly specified otherwise in this First Amendment, the term REDACTED REDACTED in ARTICLES III, IV, and V in the Agreement shall be replaced with "VIANCE REDACTED and/or VIANCE UP-50".

5. ARTICLE 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.1 **Purchase and Sale.**

4.1.1 For purposes of this Agreement, the term "Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with REDACTED including but not limited to REDACTED The term "control" as used above means: (i) direct or indirect ownership of the majority of the voting securities of any entity; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

4.1.2 REDACTED

REDACTED

4.1.3 REDACTED

REDACTED

4.1.4 REDACTED

REDACTED

4.1.5 REDACTED

REDACTED

REDACTED

REDACTED REDACTED

a.i. = Active Ingredient

REDACTED

4.1.6 REDACTED

REDACTED

4.1.6.1 REDACTED

REDACTED

4.1.7 REDACTED

REDACTED

4.1.8 REDACTED

REDACTED

REDACTED

6. ARTICLE 4.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.3 REDACTED **and VIANCE UP-50.**

4.3.1 REDACTED

REDACTED

4.3.2 VIANCE UP-50. VIANCE UP-50 is a 50% a.i. DCOI oil-based wood preservative in block form, to be used in the pressure treatment of Wood Poles. VIANCE UP-50 is currently in the testing phase, but if it becomes commercially available, it will be more specifically identified and shall conform to the label specifications to be provided when available. VIANCE may make improvement and/or redesigns into the VIANCE UP-50 but shall notify REDACTED of any such improvement or redesign prior to providing the improved/redesigned VIANCE UP-50 to REDACTED

4.3.3 Specifications. The specifications for REDACTED (VIANCE UP-50), which collectively as used herein the "Specifications". VIANCE will provide at least one hundred eighty (180) days advance written notification to REDACTED of any material changes to the formulation of REDACTED OR VIANCE UP-50 (including changes to active or inactive ingredients), and will mutually cooperate with REDACTED in testing such updated formulation, including through the provision of a reasonable quantity of testing samples.

7. ARTICLE 4.4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.4.1 REDACTED

REDACTED

4.4.1.1 VIANCE UP-50 Price. REDACTED

REDACTED

8. ARTICLE 4.4.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.4.2 Price Change. REDACTED

REDACTED

REDACTED

9. ARTICLE 5.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3.1 REDACTED

REDACTED

REDACTED

5.3.2 REDACTED

REDACTED

5.3.3 REDACTED

REDACTED

5.3.4 REDACTED

REDACTED

10. ARTICLE 5.5.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.5.5 REDACTED

(i) REDACTED

(ii) REDACTED

(iii) REDACTED

(iv) REDACTED

(v) REDACTED

(vi) REDACTED

11. ARTICLE 5.15.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.15.2 If to REDACTED

REDACTED
Attn: REDACTED
REDACTED

or to such other address as either party may provide to the other in writing.

12. This First Amendment shall be effective commencing on the date first above-written and shall apply throughout the remainder of the Term.

13. Capitalized terms used in this First Amendment shall have the meaning ascribed to said terms in the Agreement.

14. Except as expressly set forth in this First Amendment, nothing contained herein shall be deemed to alter, amend or otherwise affect the other terms and conditions set forth in the Agreement. All terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect, and nothing contained in this First Amendment shall be deemed to alter, amend or otherwise affect those terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date first written above, by their undersigned duly authorized agents.

VIANCE, LLC

By: _____
Name: JOHN HUSSA
Title: PRESIDENT

REDACTED

By: _____
Name:
Title:

REDACTED

By: _____
Name:
Title:

REDACTED

REDACTED

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SECOND AMENDMENT TO
BUSINESS DEVELOPMENT AND SUPPLY AGREEMENT

This Second Amendment to Business Development and Supply Agreement ("Second Amendment") is entered into as of this 18 day of November, 2021 ("Second Amendment Effective Date") by and between REDACTED a REDACTED corporation (REDACTED REDACTED") and Viance, LLC, a Delaware limited liability company ("VIANCE"). REDACTED REDACTED and VIANCE are jointly referred to herein as the "Parties".

RECITALS

WHEREAS, VIANCE and REDACTED are parties to that certain Business Development and Supply Agreement, dated October 16, 2018, as amended by that certain First Amendment to Business Development and Supply Agreement, dated October 27, 2020 (collectively, the "Agreement");

WHEREAS, VIANCE and REDACTED desire to amend certain provisions of the Agreement pursuant to the terms and conditions contained in this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein, intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. Section 4.1.2 of the Agreement (as amended by the First Amendment to this Agreement) is deleted in its entirety and replaced with the following:

"4.1.2 REDACTED

REDACTED

2. Section 4.1.3 of the Agreement (as amended by the First Amendment to this Agreement) is deleted in its entirety and replaced with the following:

"4.1.3 REDACTED

REDACTED

REDACTED

3. A new Section 4.1.3.1 is added to Agreement stating as follows:

"4.1.3.1 REDACTED

REDACTED

4. Section 4.1.5 of the Agreement (as amended by the First Amendment to this Agreement) is deleted in its entirety and replaced with the following:

"4.1.5 REDACTED

REDACTED

"4.1.5.1 REDACTED

REDACTED

"4.1.5.2 REDACTED

REDACTED

5. Section 4.4.1 of the Agreement (as amended by the First Amendment to this Agreement) is hereby deleted in its entirety and replaced with the following:

"4.4.1 REDACTED

6. Section 4.4.2 of the Agreement (as amended by the First Amendment to this Agreement) is hereby amended by replacing the first sentence with the following:

REDACTED

7. Section 5.4.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

"5.4.5 REDACTED

8. Section 5.10 of the Agreement is hereby deleted in its entirety and replaced with the following:

"5.10 **Force Majeure** Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, could not have been avoided through the exercise of reasonable diligence or mitigation efforts (which events may include natural disasters, pandemics or public health emergencies, including without limitation the

COVID-19 pandemic, embargoes, explosions, riots, wars or acts of terrorism or changes in law) (each, a "Force Majeure Event"). VIANCE's financial inability to perform, changes in cost of raw materials, inputs or components, and changes in market or economic conditions impacting VIANCE's profitability will not be considered a Force Majeure Event and will not excuse performance by VIANCE under this Agreement.

"5.10.1 Each Party shall give the other Party reasonably prompt written notice of any event or circumstance that results in a Force Majeure Event with respect to such Party (the "Affected Party"), and the estimated anticipated duration of such Force Majeure Event (if such duration is reasonably possible to ascertain or estimate). The Affected Party shall use all diligent reasonable efforts to ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement as soon as reasonably possible.

"5.10.2 During any Force Majeure Event for which VIANCE is the Affected Party, REDACTED may, at its option and without limiting or otherwise waiving any other rights it may have at law or equity, purchase substitute products from other sources and reduce the quantities hereunder by such quantities without liability to VIANCE."

"5.10.3 If a Party hereunder claims the benefit of a Force Majeure Event for longer than sixty (60) calendar days, the other Party may immediately terminate this Agreement by written notice to the Affected Party without any further or additional liability to the Affected Party other than payment of amounts due or other liabilities accrued prior to the effective date of termination."

9. This Second Amendment shall be effective commencing on the Second Amendment Effective Date and shall apply throughout the remainder of the Term.

10. Capitalized terms used but not defined in this Second Amendment shall have the meaning ascribed to said terms in the Agreement.

11. Except as expressly set forth in this Second Amendment, nothing contained herein shall be deemed to alter, amend or otherwise affect the other terms and conditions set forth in the Agreement. All terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect, and nothing contained in this Second Amendment shall be deemed to alter, amend or otherwise affect those terms of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date first written above, by their undersigned duly authorized agents.

VIANCE, LLC

By: _____

Name: _____

Title: _____

REDACTED

By: REDACTED

Name: REDACTED

Title:

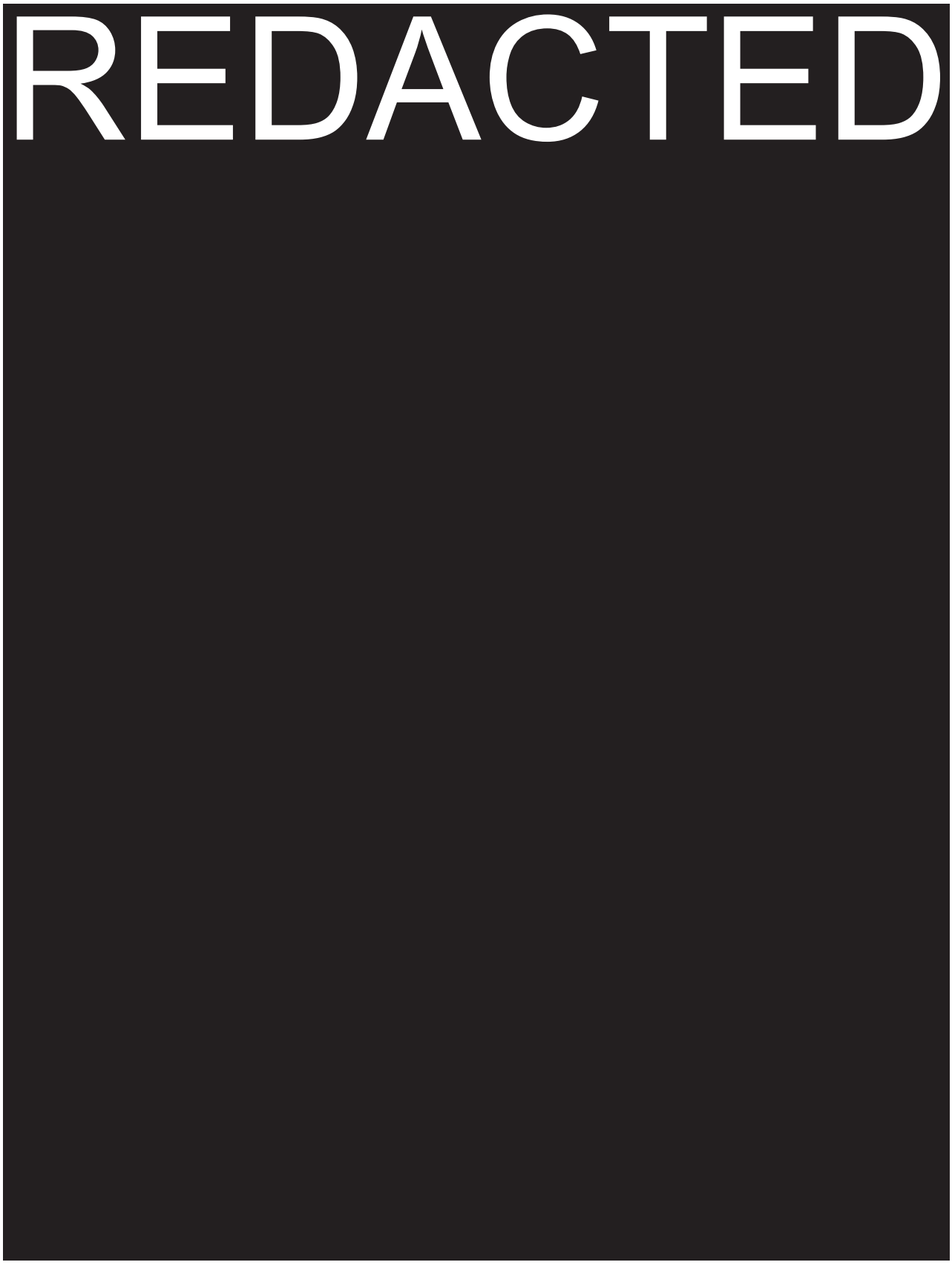
REDACTED

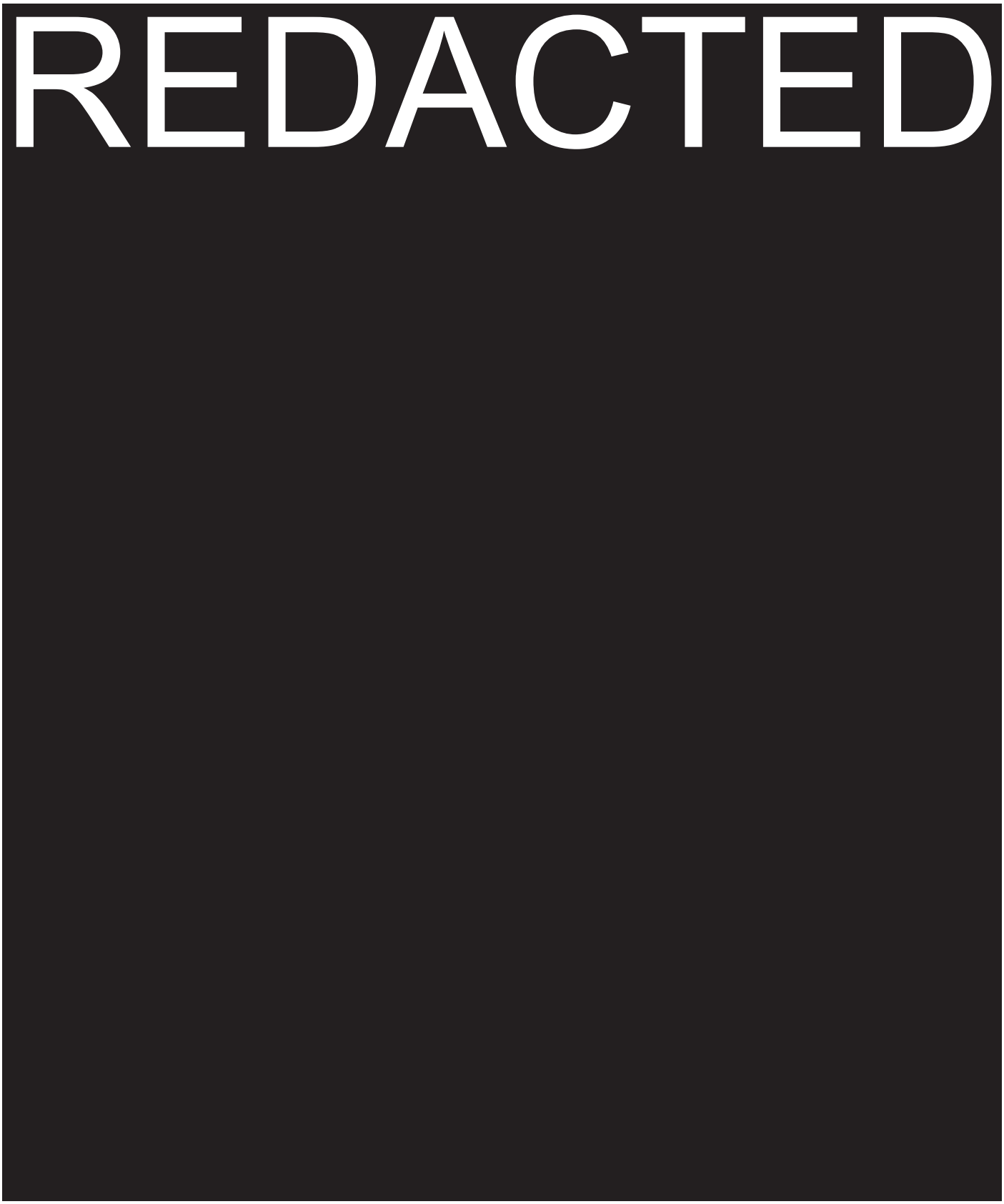
By: REDACTED

Name: REDACTED

Title: REDACTED

Exhibit A




REDACTED

REDACTED

THIRD AMENDMENT TO BUSINESS DEVELOPMENT AND SUPPLY AGREEMENT

This Third Amendment to Business Development and Supply Agreement ("Third Amendment") is entered into as of this 15th day of December, 2023 ("Third Amendment Effective Date") by and between REDACTED, a REDACTED corporation (REDACTED) and VIANCE, LLC, a Delaware limited liability company ("VIANCE"). REDACTED and VIANCE are jointly referred to herein as the "Parties".

RECITALS

WHEREAS, VIANCE and REDACTED are parties to that certain Business Development and Supply Agreement, dated October 16, 2018, as amended by that certain First Amendment to Business Development and Supply Agreement, dated October 27, 2020 and the Second Amendment to the Business Development and Supply Agreement, dated November 18, 2021 (collectively, the "Agreement").

WHEREAS, VIANCE and REDACTED desire to amend certain provisions of the Agreement to provide additional details regarding the foregoing arrangement, pursuant to the terms and conditions contained in this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein, intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

REDACTED

2. A new Section 4.1.9 is added to the Agreement stating as follows:

REDACTED

3. Section 4.1.7 is hereby amended to add the following:

Redacted Pursuant to Proposed
Modified Protective Order

REDACTED

4. Article 4.4.4 in the Agreement is hereby deleted and replaced by:

REDACTED

5. Capitalized terms used but not defined in this Third Amendment shall have the meaning ascribed to said terms in the Agreement.

6. Except as expressly set forth in this Third Amendment, nothing contained herein shall be deemed to alter, amend or otherwise affect the other terms and conditions set forth in the Agreement. All terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect, and nothing contained in this Third Amendment shall be deemed to alter, amend or otherwise affect those terms of the Agreement.

[SIGNATURE PAGE FOLLOWS]

Redacted Pursuant to Proposed
Modified Protective Order

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed on the date first written above, by their undersigned duly authorized agents.

VIANCE, LLC

By: J. Hussa

Name: JOHN HUSSA

Title: PRESIDENT

REDACTED

By:

Name:

Title:

Redacted Pursuant to Proposed Modified Protective Order