

TOLL MANUFACTURING AGREEMENT

This Toll Manufacturing Agreement (the “Agreement”) effective as of the date of the last signature below is by and between [VIANCE] with offices at [8001 IBM Drive, Charlotte NC 28262] (“Viance”), and [REDACTED]

[REDACTED] (“Manufacturer”).

RECITALS

WHEREAS, Viance is desirous of having Manufacturer toll produce and package the Product, as defined herein, from materials supplied by Viance pursuant to the terms and conditions hereof;

WHEREAS, Manufacturer is desirous of undertaking such toll production and packaging at Manufacturer’s plant [REDACTED]

WHEREAS, Viance desires to retain Manufacturer for such operations and services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Manufacturer and Viance hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

1.1 “Product” means UP-50 as listed in EXHIBIT A to be prepared for Viance by Manufacturer and meeting the specifications (the “Specifications”) set forth in EXHIBIT B attached hereto and made a part hereof, as such Specifications may be changed from time to time by Viance, with Manufacturer’s prior written consent, which consent shall not be unreasonably withheld or delayed.

1.2 “Prepare” or any variation thereof as used in this Agreement means and includes all operations, after delivery of Raw Materials to Manufacturer, necessary to toll manufacture, package, handle, including all storage incidental to such operations, arrange for shipping and ship the Product in accordance with the terms and conditions of this Agreement.

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2. SCOPE OF WORK.

2.1 Toll Manufacturing: Upon the terms and subject to the conditions set forth in this Agreement, Manufacturer shall convert Raw Materials specified in EXHIBIT D, attached hereto and made a part hereof, provided by or on behalf of Viance to Manufacturer into Product, as ordered from time to time by Viance. REDACTED

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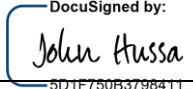
IN WITNESS WHEREOF, Manufacturer and Viance have duly executed this Agreement as of the day and year first above written.

MANUFACTURER:

REDACTED

VIANCE:

VIANCE LLC

By:  SD1F750B37984T1...

Name: John Hussa (President)

Date: 12/16/2021

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Customer Name

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