



STAR-K KOSHER CERTIFICATION

AGREEMENT

This agreement made and entered into, in duplicate, this twenty-second day of June 2021 by and between **STAR-K CERTIFICATION, INC.**, a body corporate, party of the first part, sometimes hereafter referred to as the "COUNCIL", and **SAUCY LIPS PRIME, LLC**, a body corporate, party of the second part, sometimes hereafter referred to as the "MERCHANT".

WITNESSETH

WHEREAS, the Council is a body duly incorporated for the purposes of kosher supervision, and
WHEREAS the Merchant hereby requests the Council to grant the Council's kosher supervision to **GUACAMOLE TORTILLA CHIPS** manufactured by the Merchant at:

EAST FOODS, INC.
1965 Avenue A
Kissimmee, FL 34758

AND WHEREAS, the Council is willing to grant said supervision and issue certificates of kosher endorsement under the terms and conditions provided hereafter:

IT IS THEREFORE AGREED BETWEEN THE PARTIES HERETO:


THAT STAR-K Kosher Certification, hereby grants the requested supervision of the Council under the following conditions:

1. The Merchant agrees to abide by all requirements set forth by the Council regarding the production of kosher certified products. The Council shall be the sole authority and certifying agency as to the Kashrus (conformity with the Jewish Dietary Laws) of the above-mentioned products.
2. The Merchant agrees to produce all products kosher certified by the Council exclusively at plants acceptable to the Council.
3. The Merchant agrees to forward all written inquiries concerning the implementation of kashruth standards to the Council. However, copies of the kashrus certificate issued by the Council to the Merchant may be disseminated freely by the Merchant.
4. The Merchant agrees to allow a representative of the Council to enter all above-mentioned facilities of the Merchant during regular production hours to supervise the implementation of kosher-related regulations.
5. Merchant agrees to request approval from the Council for the use of any ingredients for kosher approved products made by the Merchant other than those previously approved by the Council.
6. The printing of the STAR-K symbol on any label, container or package must be with the written approval of the Council. The Merchant agrees to submit artwork for approval by the Council before packaging material bearing the STAR-K symbol is printed.
7. The Merchant agrees that the STAR-K symbol insignia and label are to be used only on those products endorsed by the Council.
8. Upon request from the Council, the Merchant agrees to request from its suppliers, a statement certifying that they will not change their formulas and/or raw materials used in kosher approved products without first notifying the Council in advance.
9. The Merchant agrees to request from its suppliers any information that may be required by the Council in ascertaining the Kashrus of approved kosher products.
10. The Merchant agrees to request from its suppliers that the Council's representatives shall have the right to inspect those suppliers and processes at all times during regular business hours should such inspection be deemed necessary.
11. All purchase invoices and inventory records relevant to kosher certification shall be made available for inspection upon request by the Council.
12. Upon request, Council shall have access to all formulae, manufacturing procedures and production records used by the Merchant. However, Merchant need not submit to the Council actual percentages of the individual components that he uses in the formulation of a product.
13. The Merchant agrees that upon discontinuance of supervision by the Council, it will not label its products with the STAR-K symbol and will not advertise in any mode whatsoever that its products are endorsed by the Council.

14. The Merchant agrees that at the termination of this agreement all unused labels and containers bearing the STAR-K symbol be destroyed or obliterated under the supervision of the Council at no expense to the Council.
15. In the event of any breach of the kashrus provisions of this agreement by the Merchant and so determined solely by the Council, the Council will notify the Merchant by registered mail that such a breach has occurred. It will then be up to the Council to determine whether its endorsement shall be withdrawn immediately or whether correction of the breach will be accepted. Should such a breach result in the immediate withdrawal of the STAR-K endorsement, the Council reserves the right to notify the public through such media as it shall select, that the product or company is no longer supervised and endorsed by the Council. Under these circumstances, the Merchant shall be prohibited from using any form of the Council's endorsement as of the date of withdrawal of endorsement and any remaining unused containers, labels, or wrappers bearing the Council's endorsement shall be destroyed or the endorsement obliterated therefrom in the presence of a representative of the Council, within ten (10) days after such date. Nothing contained in this paragraph shall relieve the Merchant from paying the stipulated sum agreed to be paid to the Council herein. The Council shall not be held liable for any consequential damage that the Merchant may incur as a result of such termination.
16. The Council covenants and agrees that it will not communicate or divulge to, or use for the benefit of, any other person, partnership, association, or corporation, any trade secrets, formulas, or secret processes used or employed by the Merchant in or about its business, that may be communicated to Council by this licensing agreement.
17. (a) The Merchant agrees to pay the Council a one thousand five hundred dollar (USD \$1,500.00) annual fee plus a one time \$500.00 initial inspection fee, for the first year that this agreement is in effect; (b) This agreement is contingent on EASY FOODS continuing kosher certification with the STAR-K.
18. This agreement shall run from July 1, 2021 to June 30, 2022 and shall be renewed automatically for an additional one-year period on each ensuing July 1st unless either party notifies the other by registered mail 45 days in advance of the expiration date. At the time of the renewal the above-mentioned supervisory fee may be subject to review by the contracting parties.
19. If the Merchant or any of his suppliers makes any changes which may not be acceptable to the Council, the Council shall have the right to withdraw its endorsement. In such event, the Merchant shall be prohibited from using the labels which bear the STAR-K symbol for that product and the Council will have the right to notify the public of its termination of endorsement of that product through whichever media it sees fit. Unused labels bearing the STAR-K symbol of that product shall be destroyed as stated in Paragraph 15 above.

20. The Merchant agrees not to affix the STAR-K symbol on any private label unless receiving written permission from the Council authorizing the use of the STAR-K symbol and specifically listing the name of the private label.
21. Merchant acknowledges that the Letter of Kosher Certification issued by Council may be posted on the Council's website and made available to other Kosher certifying agencies.
22. If the Merchant sells either all or part of his ownership in SAUCY LIPS PRIME, LLC the Council reserves the right to discontinue its certification. A new application may be submitted to the Council with the understanding it is entirely up to the discretion of the Council whether to grant kosher certification.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their corporate officers hereunto duly authorized:

COUNCIL 
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MERCHANT 
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jess@saucylipsfoods.com

DATE 6-22-2021

DATE 6-23-2021