

Third Party Manufacturing Agreement

This Third Party Manufacturing Agreement. (“**Agreement**”) is entered into effective as of its full execution by the parties on (“**Effective Date**”) by and between the Vegan Awareness Foundation, DBA Vegan Action (“**Vegan Action**”), a California nonprofit corporation, the Company identified on the signature page of the Certification Mark License Agreement and listed as Licensee on the signature page of this agreement (“**Licensee**”), and the Third Party Manufacturer Company identified on the signature page of this Agreement (“**Third Party Manufacturer**”).

BACKGROUND

Vegan Action owns the “Certified Vegan Logo” design mark shown on Exhibit A and defined herein as the “Mark” or “Certification Mark,” which it licenses as a certification mark to licensees to identify products that Licensor has certified for conformance under the applicable Vegan Action standards.

Licensee has obtained a license to use the Certification Mark and Vegan Action is willing to grant the license for use of the Certification Mark on products identified on Exhibit C, subject to the terms and conditions within the Certification Mark License Agreement, herein incorporated by reference, and Product Standards and Application Criteria Process set forth in the Manual (“Manual”) listed and attached in Exhibit B and Guidelines for Use of the Certified Vegan Mark in Print in Exhibit D.

Licensee wishes to utilize Third Party Manufacturer to produce products listed on Exhibit C and Third Party Manufacturer has the manufacturing facilities and the capability and capacity to undertake the manufacturing that is the subject hereof. Third Party Manufacturer wishes to maintain confidentiality of any proprietary ingredients included in products listed on Exhibit C. Vegan Action agrees to review ingredients of products listed on Exhibit C at the time of execution of this Agreement. If any modification of previously certified ingredients is proposed, Third Party Manufacturer agrees to notify Licensee and submit proposed changes to Vegan Action for review and approval prior to modifying the ingredients in proposed products and using the Certification Mark. The parties understand that any modification to the ingredients in a product previously certified by Vegan Action may not meet Vegan Action’s certification guidelines. Further Third Party Manufacturer and Licensee understand if certification guidelines are not met certification approval will be immediately withdrawn. Third Party Manufacturer and Licensee understand that the Vegan Action Certification Mark shall not be used on any product without approval from Vegan Action.

AGREEMENT

Immediately upon establishing proposed ingredient modifications, Third Party Manufacturer must notify Licensee and Vegan Action and submit to Vegan Action proposed ingredient modifications in writing. Third Party Manufacturer and Licensee understand that new ingredients are not in compliance with the Vegan Action Certification Mark License Agreement until Vegan Action reviews and approves new ingredients in writing.

In the event Licensee has knowledge of, has reason to believe that any Third Party Manufacturer is in breach of the Third Party Manufacturing Agreement or any section of the Vegan Action Certification Mark License Agreement, particularly the section entitled “Compliance with Manual and Certification Mark Policies”; or the Manual, as the case may be, which includes any modification of ingredients without prior approval, Licensee must immediately notify Vegan Action and Licensee shall, at its sole expense, take prompt action to rectify such breach, including, where Vegan Action deems it necessary, immediate termination of its relationship with such Third Party Manufacturer.

Miscellaneous

(a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in Virginia and further agree that any cause of action arising under this Agreement shall be brought in a court in the City of Richmond, Virginia.

(b) Severability; Headings. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) Independent Contractors. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) Notice. Vegan Action may give notice to Licensee by personal delivery, mail, courier, facsimile, email, or other electronic transmission to Licensee’s physical address as identified in the signature page of this Agreement. Licensee may give notice to Vegan Action by personal delivery, mail, courier, or facsimile, email, or other electronic transmission to Vegan Action’s physical address as identified on the signature page in this Agreement. Notice shall be deemed given: upon the courier’s confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, return receipt requested first-class mail, five (5) days after the date of mailing. Notices by facsimile, email, or other electronic transmission shall be deemed given by the end of the business day on which they are sent, provided that a confirmation copy is also sent no later than the next business day by postage paid, return receipt requested first-class mail.

(e) Entire Agreement; Waiver. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Only a writing executed by both parties that expressly states that it is changing the provisions of this Agreement may change this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) Assignment. Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Vegan Action and any attempt to do so is void.

(g) Counterparts. This Agreement may be executed in multiple counterparts and transmitted by facsimile or by electronic mail in "portable document format" (**PDF**) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a party's signature. Each such counterpart and facsimile or PDF signature shall constitute an original and all of which together shall constitute one and the same original.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Third Party Manufacturer:

PROBAR

(Business Name)

190 N. Apollo Road, Salt Lake City, UT 84116

(Business Address)



(Signature)

March 01, 2022

Date

I have the authority to bind the company in this Agreement.

Rob Behrend

(Print Name and Position)

Licensee:

Balanced Tiger

(Business Name)

2269 Magans Ocean Walk, Vero Beach, FL 32963

(Business Address)



(Signature)

2/23/22

Date

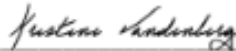
I have the authority to bind the company in this Agreement.

Jackson Gorman, Co-Founder and COO

(Print Name and Position)

Vegan Awareness Foundation DBA Vegan Action:

P.O. Box 7313 Richmond, VA 23221



(Signature)

Date

I have the authority to bind the company in this Agreement.

Krissi Vandenberg, Executive Director

(Printed Name and Company Position)

3/2/2022

(Date)

Exhibit A

Certification Mark



“Certified Vegan”

Exhibit B

Product Standards and Application Criteria Process Manual Protocol for Certifying Products as Vegan

1. Vegan Action will review application and ensure that all information is complete and submitted, application is signed, and application fee has been paid.
2. Vegan Action will review to ensure that all accompanying paperwork is included and meets our criteria:
 - a. A list of each product and ingredients;
 - b. Spec sheets or ingredient information sheets from manufacturer for every ingredient;
 - c. A statement whether shared machinery is used. If so, a statement of cleaning procedures must be provided from manufacturer of final product to show prevention of cross-contamination of non-vegan ingredients (often called Standards of Operating Procedures or Quality Control Procedures);
 - d. A signed letter that the applicant does not conduct animal testing nor do they contract out animal testing for any of their products being submitted;
 - e. A signed letter for each ingredient from the manufacturer/distributor that it has not been tested on animals since the year 2000;
 - f. A statement disclosing any GMO that may have been involved in the production of any products submitted for Vegan Certification (animal GMOs are not permitted);
 - g. If a sweetener is an ingredient, documentation from the manufacturer showing it has not been filtered with bone char, clarified with animal by-products, or defoamed with animal by-products must be provided;
 - h. If applying for or are included as an ingredient, any beer, wine, vinegar, or fruit juice, requires a statement showing that no animal by-products were used as a clarifying agent.
3. Vegan Action reviews ingredient documentation to ensure that they are not animal derived and meet our requirements. If any ingredients are questionable, Vegan Action will contact the applicant to request additional documentation to show it is not animal derived (it may be plant, fungal, bacterial, mineral or synthetically derived).
4. Vegan Action does not require a sample of the product at the time of submission but reserves the right to request a sample from the Licensee for auditing purposes.
5. Once Vegan Action has determined that all documents are acceptable for Vegan Certification, Vegan Action will send a Licensing Agreement to the applicant with a list of the products approved for use of the Certification Mark (see **Exhibit C**) and an invoice for the remainder of the licensing fee.
6. Upon receiving the signed Agreement and licensing fee payment, Vegan Action will provide a signed copy of the Agreement, the digital Marks, a copy of the Guidelines for Use of the Certification Mark in Print (**Exhibit D**), and a Certification of Acknowledgement for approval for one year.
7. Licensee may add additional products, make product changes, or document updates to their list of approved products approved for use of the Certification Mark by submitting documents as listed above through the online submission form for a nominal processing fee. Vegan Action will review all paperwork and if the new products are approved, they will be added to an amended **Exhibit C**.

Exhibit C

February 22, 2022 List of Licensee's Approved Products for Vegan Certification

Balanced Tiger- Cordyceps Chocolate Chip Cookie Dough- 1.55 oz

Balanced Tiger- Lion's Mane Peanut Butter & Chocolate- 1.55 oz

April 15, 2022 List of Licensee's Approved Product Additions for Vegan Certification

Balanced Tiger- Reishi Vanilla Chai- 1.55 oz

Balanced Tiger- Chaga Chocolate Brownie- 1.55 oz

Exhibit D

Guidelines for Use of the Certification Mark in Print

Companies (not manufacturers) with a signed Agreement and permission to use the Certification Mark

General Guidelines and Restrictions:

- The Mark may not be displayed to represent a company or website, it may only represent the individual products that have been approved for use of the Mark. Companies using the Mark pursuant to these guidelines must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.
- The Mark may not be displayed on business cards or other marketing materials whereby the public may be misled into believing an entire company is certified or endorsed by Vegan Action.
- The Mark may not be displayed on websites or marketing materials whereby the public may be misled into believing the company is a certifying body for the Certified Vegan Logo.
- The Mark may not be displayed on websites or marketing materials whereby the public may be misled into believing that all products are “Certified Vegan” unless they are all confirmed and listed in Exhibit C.
- The Mark may not be imitated or used as a design feature in any manner.
- The Mark may not be used in a manner that would disparage Vegan Action or our programs.
- Neither the Mark nor the Vegan Action name may be used by any other company name, product name, service name, domain name, website title, publication title, or the like without written permission. Use only the approved graphics provided by Vegan Action:
- The Mark must be used as provided by Vegan Action with no changes, including but not limited to proportion, or design, or removal of any words or artwork. The Mark may not be animated, morphed, or otherwise distorted in perspective or appearance.
- The symbol may not be separated from the logotype. The words “Certified Vegan” and “vegan.org” must be included in the Mark and may not be removed.
- The Mark is not accompanied by the registered trademark symbol (®) although it is a registered trademark.

Mark Placement:

- The Mark may be printed on packaging of approved products, advertisements, and websites as long as it is clear that the business is not being promoted by Vegan Action nor that all of the business’ products are Certified Vegan (unless indeed all products produced by said company are Certified Vegan). Only the Approved Products can be indicated as Certified Vegan.
- The Mark may be placed anywhere on the product packaging. There are no specific guidelines for Mark location on individual packaging.

Mark Size:

- The Mark may be sized as needed on the product packaging. There are no specific guidelines for Mark size on individual packaging or websites.

Mark Color:

- The Mark may be colored as needed on the product packaging as long as the symbol and words/logotype are visible. There are no specific guidelines for Mark color on individual packaging or websites.

