



Gluten-Free Certification Contract

This Gluten-Free Certification Contract ("Contract") is made as of this Day of November 30, 2020, between the Gluten Intolerance Group of North America, a non-profit organization existing under the laws of the State of Washington with offices at 31214 124th Ave SE, Auburn, WA 98092 ("GIG"), and **Evolving Kneads Bakery** a CA corporation with offices at **7432 Fulton Avenue Los Angeles, CA 91605 United States** (the "Company").



1. Production

The Company shall produce the Products in accordance with the GFCO Certification Standard and the GFCO Full Certification Application Agreement and its referenced documents.

All phases of Product production, including packaging, repackaging, and labeling, shall be done only at Company's facility/ies at:

46851 **Evolving Kneads Bakery** 7432 Fulton Ave North Hollywood CA 91605 USA

which has/have been approved to manufacture certified product only on behalf of **Evolving Kneads Bakery** by GFCO. By separate applications, the Company may seek approval of additional Company facilities. The Company may produce or package Products at any GFCO approved Company facility.

2. Term and Termination

The initial term of this Contract shall be for one year commencing on the Signature Date of the Gluten Intolerance Group representative. This Contract shall be renewed automatically for additional one year terms unless either party elects not to renew the Contract by written notice at least thirty (30) days prior to the end of the then existing term.

Either party shall have the right to terminate this Contract in the event of a material breach by the other party, if the breaching party fails to cure the breach within thirty (30) days of notice of the breach from the non-breaching party. In the event the breach is not cured within this thirty (30) day period, termination shall be effective immediately upon the expiration of that period without further notice or action by the non-breaching party. In the event the breach relates to a failure to comply with GFCO's certification requirements, the cure period shall be shortened to ten (10) days, and, notwithstanding this or any other provision of this Contract, Company shall take immediate and effective steps to ensure that non-compliant products are not distributed or sold and to fully advise GFCO of those steps. In the event GFCO has cause for concern that non-compliant products are

being distributed or sold and that the steps taken by Company will not be or have not been adequate to prevent such distribution or sale, it shall promptly notify the Company, which shall immediately suspend further distribution or sale pending resolution of the issue with GFCO. The Company and GFCO understand and agree that, given such an event, time will be of the essence, and both Company and GFCO shall use best efforts immediately to resolve the issue, which may include product recalls and public notification of such recalls. If the issue is not then resolved, Company shall refrain from further distribution or sale of the products until the issue can be resolved by other means.

Upon expiration or termination or cancellation of this Contract for any reason, the Company will promptly destroy all labels, wrappings, containers, promotional and other materials in its possession or control bearing the GFCO LOGO. Alternatively, the Company shall completely and permanently remove the GFCO LOGO from all such materials.

The Company shall not use the GFCO LOGO after the expiration, termination or cancellation of this Contract, except as follows: For a period of ninety (90) days following expiration or termination, the Company may continue to package Products bearing the GFCO LOGO produced as of the date of expiration or termination, provided that those Products and all associated labels, wrappers, and containers are in full compliance with GFCO's certification requirements until the current supply of labels is used. The company agrees to provide GFCO with a date on which they will stop production of product with the GFCO logo and agrees to pay for pro-rated certification during that time.

3. Notices

All notices permitted or required to be given pursuant to this Contract shall be sufficient if furnished in writing and delivered in person, by certified mail (return receipt requested), or by e-mail to the respective parties as follows, provided, however, that notices required to be given on a prompt, immediate, or other expedited basis shall be delivered by e-mail:

If to GFCO:

Channon Quinn, Chief Operating Officer
31214 124th Ave SE, Auburn, WA 98092
channon.quinn@gluten.org

If to Company:

Glenn Panitz
7432 Fulton Avenue
Los Angeles, CA 91605 United States
info@evolvingkneads.com

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Gluten Intolerance Group of North America

By: Channon Quinn

Name: Channon Quinn

Title: Chief Operating Officer

Date: 11/30/2020

Company: Evolving Kneads Bakery

By: Glenn Panitz

Name: Glenn Panitz

Title: President

Date: 11/30/2020