INDEPENDENT MANUFACTURING PARTNER AGREEMENT

(Un-Factory Foods Maker Network)

This Independent Manufacturing Partner Agreement (the "**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between:

Company: Addison Myers Group LLC, a North Carolina limited liability company d/b/a Un-Factory Foods, with a principal place of business at _____ ("**Company**")

and

Manufacturing Partner: _____, a _____ [sole proprietor / LLC / corporation] with a principal place of business at _____ ("**Partner**" or "**Maker**")

each a "**Party**" and together the "**Parties**."

RECITALS

A. Company owns and licenses branded food products, including but not limited to *Dare to Pop*, *Noble Pretzel*, and *Slow Rise Crisps*, each sold under the Un-Factory Foods brand.

B. Company operates a distributed production model in which independently owned local food businesses manufacture finished goods to Company specifications on a per-order basis.

C. Partner is an independently owned and operated food business that holds all licenses, registrations, permits, and approvals required to manufacture food products lawfully in its jurisdiction, and desires to accept production assignments from Company from time to time.

D. Partner pays no franchise fee, license fee, training fee, initial investment, or required purchase to Company, and Company grants Partner no territory, no exclusive rights, and no business opportunity. This is a per-order manufacturing services arrangement only.

The Parties agree as follows.

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1. DEFINITIONS

1.1 "Run Ticket" means an individual production assignment issued by Company through the Run Ticket Platform, in substantially the form of **Exhibit A**.

1.2 "Run Ticket Platform" or "**Platform**" means Company's proprietary production management software and any successor or related applications.

1.3 "Company Materials" means ingredients, packaging, labels, label stock, cartons, recipes, printed materials, specifications, and other production supplies furnished by Company.

1.4 "Specifications" means the written product specifications, recipes, process steps, hold times, hold checks, packaging standards, and labeling requirements provided by Company for a given Product, as updated from time to time.

1.5 "Product" means a finished food good manufactured by Partner under a Run Ticket.

1.6 "Batch" means the quantity of Product produced in a single continuous production run under a single Run Ticket and assigned a single Batch ID.

1.7 "Applicable Food Law" means all federal, state, and local statutes, regulations, and ordinances governing the manufacture, labeling, holding, and sale of food, including without limitation the North Carolina Home Processor / cottage food provisions and N.C. Gen. Stat. Ch. 106, Art. 12, as applicable to Partner's facility and permit type.

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2. RELATIONSHIP OF THE PARTIES

2.1 Independent Contractor. Partner is an independent contractor. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, franchise, business opportunity, agency, or exclusive relationship between the Parties.

2.2 Partner Controls the Means of Production. Partner alone controls the manner, method, sequence, staffing, and scheduling of its work, provided the finished Product conforms to the Specifications and the deadline stated on the accepted Run Ticket. Company specifies the *result* — product identity, food safety, and quality — and does not direct *how* Partner operates its business, sets its hours, staffs its kitchen, or manages its facility.

2.3 Partner's Independent Business. Partner represents that it:

- operates from its own permitted facility, using its own equipment;
- is free to accept or decline any Run Ticket for any reason, without penalty;

- is free to manufacture and sell its own products and to serve other customers, subject only to Sections 6 and 17;
- may engage its own employees, helpers, or subcontractors at its own cost, provided such persons are bound to Partner's obligations under Sections 7, 11, and 12 and are covered by Partner's insurance; and
- bears its own risk of profit and loss on each Run Ticket.

2.4 Partner Responsibilities. Partner is solely responsible for its own taxes (including self-employment tax), business licenses, permits, insurance, labor and payroll obligations, workers' compensation where required, equipment, facility costs, and compliance with all applicable laws.

2.5 No Benefits. Partner and its personnel are not eligible for and waive any claim to employee benefits from Company, including health coverage, retirement, paid leave, unemployment insurance, or workers' compensation coverage under Company policies.

2.6 Tax Reporting. Company will report payments to Partner on IRS Form 1099-NEC where required. Partner shall furnish a completed IRS Form W-9 before the first payment. Company will not withhold income, FICA, or unemployment taxes.

2.7 No Fees, No Territory, No Business Opportunity. Company charges Partner nothing to participate. Company does not sell Partner inventory, equipment, supplies, or services; does not require Partner to purchase anything from Company or any designated source; does not grant Partner any territory, route, or account rights; and makes no representation, projection, or guarantee of any level of volume, income, or profit. Company's involvement is limited to the quality control necessary to protect its trademarks and the safety of the food sold under them.

2.8 No Authority to Bind. Partner shall not represent itself as an agent, employee, or representative of Company, and shall not enter into any contract, incur any obligation, quote any price, or make any commitment in Company's name.

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3. ELIGIBILITY, ONBOARDING & LICENSING

3.1 Representations. Partner represents and warrants that it:

- holds all licenses, permits, registrations, and inspections required to manufacture the Products lawfully at its facility;
- operates in compliance with Applicable Food Law;
- has completed Company's onboarding and qualification process truthfully, including

facility verification and any interview; and

- has not been the subject of any suspension, revocation, embargo, or enforcement action by a food regulatory authority in the past five (5) years, except as disclosed in writing.

3.2 Continuing Obligation. Partner shall notify Company **within twenty-four (24) hours** of any suspension, expiration, lapse, downgrade, investigation, embargo, or regulatory action affecting its ability to produce Products lawfully, and shall immediately cease production until eligibility is restored.

3.3 Verification. Partner shall provide, on request, current copies of its permit(s), inspection report(s), and any required food-handler or food-safety certifications.

3.4 Background Check. Partner acknowledges that Company's qualification process includes a consumer report / background check. Such report will be obtained only after Partner signs the separate standalone disclosure and authorization form provided by Company. Partner may withdraw consent at any time, in which case Company may terminate this Agreement.

3.5 Permit Scope. Partner is responsible for confirming that the Products, the volumes ordered, and the channels of sale are within the scope of Partner's permit type. Partner shall not accept a Run Ticket that would exceed the lawful scope of its permit and shall notify Company promptly if a Run Ticket would do so.

3.6 Producer of Record. For regulatory and labeling purposes, Partner is the producer of the Products it manufactures. Partner's business name and required cottage-law disclosures shall appear on each unit label as directed by the Specifications.

3.7 Failure of Eligibility. Loss or lapse of any required license, permit, or registration is grounds for immediate termination under Section 20.3.

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4. PRODUCTION ORDERS (RUN TICKETS)

4.1 Issuance. Company will offer individual production assignments through the Run Ticket Platform. Each Run Ticket will specify, at minimum: Product; quantity; Batch ID; required process steps and hold checks; required completion date; compensation; packaging and labeling instructions; and delivery or pickup instructions.

4.2 Voluntary Acceptance. Partner may accept or decline any Run Ticket in its sole discretion, for any reason or no reason. Declining a Run Ticket is not a breach of this Agreement, is not a Compliance Point event under Section 9, and shall not be held against Partner.

4.3 Binding Effect. Once accepted, a Run Ticket is incorporated into and governed by this Agreement. In the event of a conflict between a Run Ticket and this Agreement, this Agreement controls except as to price, quantity, Specifications, and dates, where the Run Ticket controls.

4.4 No Minimums; No Exclusivity. Company is not obligated to offer any minimum number of Run Tickets, and Partner is not obligated to accept any. This Agreement grants no exclusivity to either Party.

4.5 Changes. Company may modify or cancel a Run Ticket before production begins at no cost. If Company cancels after Partner has begun production or has consumed Company Materials or its own ingredients in reliance, Company shall pay Partner for documented work performed and materials consumed to that point.

4.6 Late or Incomplete Production. Partner shall notify Company as soon as practicable if it will not meet a required completion date. Company may reassign the Run Ticket and shall have no payment obligation for the unperformed portion.

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5. COMPANY MATERIALS

5.1 Title. All Company Materials remain the property of Company at all times, including after incorporation into finished Products, until title passes under Section 11.

5.2 Permitted Use. Company Materials may be used solely to produce Products under an accepted Run Ticket. Partner shall not sell, transfer, pledge, encumber, copy, reverse engineer, repurpose, or divert Company Materials, and shall not use Company packaging, labels, or label stock on any other product.

5.3 Care and Segregation. Partner shall store Company Materials securely, in sanitary conditions, at required temperatures and humidity, and segregated from Partner's own inventory to the extent practicable. Partner shall maintain a reasonable inventory count of Company Materials on hand.

5.4 Loss, Shrink & Return. Partner shall report loss, damage, spoilage, or theft of Company Materials within twenty-four (24) hours. Normal production yield loss within the tolerance stated in the Specifications is expected and not chargeable. Unused Company Materials shall be returned within ten (10) days of termination or Company's written request, in usable condition.

5.5 Security Interest. Partner grants Company a purchase-money security interest in all Company Materials and in work in process and finished Products containing them, and authorizes Company to file UCC-1 financing statements to perfect that interest. This

Section does not impair Company's ownership under Section 5.1.

5.6 Ingredients Sourced by Partner. Where a Run Ticket directs Partner to source an ingredient, Partner shall source only from suppliers meeting the Specifications, shall retain supplier documentation for the period in Section 8.5, and shall be reimbursed at the rate stated on the Run Ticket.

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6. INTELLECTUAL PROPERTY & TRADEMARK LICENSE

6.1 Ownership. All recipes, formulas, Specifications, process know-how, manufacturing procedures, labels, artwork, trade dress, brand assets, marketing copy, photographs supplied by Company, the Run Ticket Platform, and all trademarks and service marks including UN-FACTORY, UN-FACTORY FOODS, DARE TO POP, NOBLE PRETZEL, and SLOW RISE (the "**Marks**") are and remain the exclusive property of Company.

6.2 Limited License. Company grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to use the Marks and Specifications solely to manufacture, label, and package Products under accepted Run Tickets, and to identify itself truthfully as a maker in the Un-Factory network. This license terminates automatically on termination of this Agreement.

6.3 Quality Control. Partner's use of the Marks is subject to Company's quality standards under Sections 7 and 8. All goodwill arising from Partner's use of the Marks inures solely to Company. Company retains the right to inspect and to require correction of any use of the Marks that fails its standards.

6.4 No Independent Marketing Use. Partner shall not use the Marks in advertising, signage, social media, packaging, domain names, business names, or merchandise beyond the truthful self-identification permitted in Section 6.2, without Company's prior written approval. Partner shall not represent that it owns, controls, or co-owns any Mark or brand.

6.5 Restrictions. Partner shall not:

- reverse engineer, deconstruct, or lab-test any Product or Specification for the purpose of replicating it;
- use any Company recipe, formula, or Specification to produce any product for itself or any third party;
- apply for, register, or assist any party in registering any mark, domain, or trade dress confusingly similar to the Marks; or
- disclose any Specification to any third party except its own personnel with a need to

know who are bound to confidentiality.

6.6 Improvements. If Partner develops any improvement, modification, variation, or new formulation arising from or relating to the Specifications or Company Materials, Partner hereby assigns all right, title, and interest in that improvement to Company, and shall execute documents reasonably necessary to perfect the assignment. This Section does not apply to Partner's own pre-existing recipes or to products Partner develops independently without reference to Company's Confidential Information.

6.7 Notice of Infringement. Partner shall promptly notify Company of any suspected infringement, counterfeiting, or misuse of the Marks that comes to its attention.

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7. PRODUCTION STANDARDS & PROCESS COMPLIANCE

7.1 Conformance. Partner shall produce each Batch in strict conformance with the Specifications, including required ingredients, ratios, process steps, hold times, hold temperatures, bake or cook parameters, cooling, and packaging.

7.2 Fermentation and Hold Checks. Where a Specification requires a timed hold or fermentation (including the twenty-four (24) hour dough hold for Slow Rise Crisps), Partner shall perform and log each required check in the Run Ticket Platform at the intervals stated, recording time, temperature, and observations. A hold check that is not logged is deemed not performed.

7.3 Food Safety. Partner shall maintain sanitary production practices, effective allergen control and changeover procedures, pest control, potable water, sanitized food-contact surfaces, and personnel hygiene consistent with Applicable Food Law and the Specifications.

7.4 Allergens. Partner shall disclose to Company all allergens present in its facility before its first production run and shall notify Company before introducing any new allergen. Partner shall not substitute any ingredient, supplier, or packaging component without Company's prior written approval.

7.5 Labeling. Partner shall apply the per-unit label required by the Specifications, accurately populated with production date, Batch ID, and required cottage-law information including Partner's business name and address. Partner shall not alter label content, ingredient statements, allergen statements, or net weight declarations.

7.6 Net Weight. Partner shall verify net weight against the Specification on a calibrated scale at the frequency stated on the Run Ticket and shall record the results.

7.7 No Substitution or Extension. Partner shall not extend, dilute, substitute, rework, or

blend Product across Batches, and shall not co-mingle Company Product with any other product in packaging or storage in a way that defeats traceability.

7.8 Rejection. Company may reject any Product that fails inspection, deviates from Specification, is mislabeled, is short of the ordered quantity, or lacks complete production records. Rejected Product shall be held segregated pending Company's written disposition instruction and shall not be sold, donated, or distributed by Partner.

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8. QUALITY CONTROL, RECORDS & TRACEABILITY

8.1 Photo Sign-Off. Partner shall photograph each Batch's finished Product and packaging as directed and upload the images to the Run Ticket Platform as a condition of Batch sign-off and payment.

8.2 Company Rights. Company may, on reasonable notice and during normal business hours: inspect Batch records and Platform logs; request additional photographs or samples; conduct or commission facility audits; pull retained samples; and require documented corrective action.

8.3 Audit Conduct. Company audits are limited to Products, Company Materials, and the production areas, records, and practices relevant to them. Company shall comply with Partner's facility rules and shall not disclose Partner's confidential business information to third parties.

8.4 Retained Samples. Partner shall retain a sealed, labeled retention sample of each Batch for the period stated in the Specifications, stored under normal product conditions.

8.5 Records Retention. Partner shall maintain and, on request, provide Company with production records, hold-check logs, supplier and lot documentation, net-weight checks, label reconciliation, sanitation logs, and temperature logs for each Batch, for **two (2) years** from the production date, or such longer period as Applicable Food Law requires. This obligation survives termination.

8.6 Traceability. Partner shall be able to trace, within four (4) hours of request, the ingredient lots and Company Materials used in any Batch and the disposition of that Batch.

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9. QUALITY COMPLIANCE POINTS & CONTINUED ELIGIBILITY

9.1 Purpose. The point system in **Exhibit B** exists solely to protect food safety, product consistency, and the integrity of the Marks. It is not employment discipline, and it does not create any right of Company to direct Partner's business operations.

9.2 Points. Company may assess compliance points as set out in Exhibit B for defined events, including missed or unlogged hold checks, missing photo sign-off, out-of-spec Product, mislabeling, missing records, and unauthorized ingredient substitution.

9.3 Notice and Cure. Company shall notify Partner in writing (Platform notice is sufficient) of each assessed point, the underlying event, and the applicable cure. Partner may dispute an assessment within seven (7) days by written notice with supporting records; Company shall review and respond in writing within ten (10) days.

9.4 Consequence. Accumulation of points may result in required retraining, temporary suspension from receiving new Run Tickets, or termination under Section 20, as set out in Exhibit B. **Points do not result in monetary fines or deductions from earned compensation.** Company's sole remedies for a compliance event are rejection of non-conforming Product under Section 7.8, offset under Section 10.5 for documented loss, suspension, and termination.

9.5 Decay. Points expire twelve (12) months after assessment.

9.6 Immediate Suspension. Notwithstanding the point system, Company may immediately suspend Partner from production for any event under Section 20.3.

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10. COMPENSATION & PAYMENT

10.1 Fee. Company shall pay Partner the production fee stated on each accepted Run Ticket. The fee is inclusive of Partner's labor, facility, overhead, utilities, and equipment costs unless the Run Ticket states otherwise.

10.2 Reimbursements. Company shall reimburse Partner for Partner-sourced ingredients and pre-approved out-of-pocket costs at the rates stated on the Run Ticket, on submission of documentation.

10.3 Timing. Payment is due within **fifteen (15) days** after Company accepts a completed Batch. A Batch is deemed accepted if Company does not reject it in writing within five (5) business days of delivery or pickup and complete record upload.

10.4 Withholding. Company may withhold payment for a rejected Batch until the rejection is resolved. If the rejection is resolved in Partner's favor, payment is due within ten (10) days of resolution.

10.5 Offset. Company may offset against amounts owed only: (a) documented direct losses caused by Partner's negligence, willful misconduct, or unauthorized use of Company Materials; (b) the documented cost of Company Materials lost, spoiled, or diverted through Partner's fault beyond the tolerance in Section 5.4; and (c) advances or overpayments.

Company shall provide an itemized statement before applying any offset, and shall not offset more than the amount documented.

10.6 Late Payment. Undisputed amounts not paid when due accrue interest at one percent (1%) per month or the maximum lawful rate, whichever is less.

10.7 Pricing Changes. Company may change production fees prospectively for future Run Tickets. Changes do not affect Run Tickets already accepted.

10.8 Sales Tax. Company is responsible for sales tax on retail sales of Products. Partner shall provide any resale or exemption documentation Company reasonably requests.

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11. PACKAGING, DELIVERY & RISK OF LOSS

11.1 Packaging. Partner shall package finished Products in accordance with the Specifications and the Run Ticket, including case pack, case labeling, and palletizing where applicable.

11.2 Delivery. Company may arrange pickup, direct Partner to deliver locally, or provide other instructions. Where Partner delivers, Partner shall maintain product temperature and protection in transit and shall carry any insurance required by Section 14.

11.3 Title and Risk. Title to and risk of loss in finished Products pass to Company on the earlier of (a) Company's or its carrier's or designee's taking possession, or (b) delivery to the location stated on the Run Ticket. Before that point, risk of loss is Partner's.

11.4 Storage. Partner shall hold finished Products awaiting pickup in a secure, sanitary, temperature-appropriate location for up to ten (10) days at no charge.

11.5 No Direct Distribution. Partner shall not sell, deliver, gift, sample, donate, or otherwise distribute any Product to any person except as directed by Company on a Run Ticket. Overruns, seconds, and rejected Product are Company property and shall be disposed of only as Company directs.

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12. CONFIDENTIALITY

12.1 Confidential Information. Each Party may receive non-public information of the other, including recipes, formulas, Specifications, process know-how, supplier and customer lists, pricing and margin data, production methods, Platform access and functionality, business plans, and, as to Partner, Partner's own proprietary business information ("**Confidential Information**").

12.2 Obligations. The receiving Party shall use Confidential Information only to perform this Agreement, shall protect it with at least reasonable care, and shall not disclose it except to personnel and advisors with a need to know who are bound by confidentiality obligations at least as protective.

12.3 Exclusions. Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was lawfully known before disclosure, is lawfully received from a third party without restriction, or is independently developed without use of the disclosing Party's Confidential Information.

12.4 Compelled Disclosure. A Party may disclose Confidential Information as required by law or regulatory authority, provided it gives prompt notice where lawful so the other Party may seek protection.

12.5 Return. On termination, each Party shall return or destroy the other's Confidential Information, except copies retained in routine backups or as required by Applicable Food Law or Section 8.5.

12.6 Survival. This Section survives termination for **five (5) years**, and indefinitely as to recipes, formulas, and trade secrets for so long as they remain trade secrets.

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13. FOOD SAFETY, COMPLAINTS & RECALL

13.1 Immediate Notice. Partner shall notify Company **within twenty-four (24) hours**, and immediately by phone where safety is implicated, of: suspected contamination or adulteration; foreign material; allergen cross-contact; equipment or utility failure affecting a Batch; any regulatory inspection, sample collection, warning, or citation; any consumer illness, injury, or complaint; and any other event that could affect Product safety, legality, or quality.

13.2 Hold. On Company's instruction, or on Partner's own discovery of a safety concern, Partner shall immediately place affected Product on hold, segregate it, mark it clearly, and not release it.

13.3 Recall Cooperation. Company controls all recall, withdrawal, and public communication decisions for Products. Partner shall cooperate fully and promptly with any recall, market withdrawal, regulatory inquiry, or investigation, including producing records under Section 8.5 within twenty-four (24) hours of request.

13.4 Recall Costs. Recall costs shall be borne by the Party whose act, omission, or breach caused the recall. Where the cause is Partner's failure to follow the Specifications, Applicable Food Law, or this Agreement, Partner is responsible for direct recall costs,

subject to Section 16. Where the cause is a Company Specification, Company Material defect, or Company-supplied labeling error, Company is responsible.

13.5 Mock Recall. Partner shall participate in at least one (1) mock recall exercise per year on reasonable notice.

13.6 No Independent Public Statement. Partner shall not make any public statement or media comment regarding a recall, investigation, or Product safety event without Company's prior written consent, except as required by law or as required in response to a direct regulator inquiry.

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14. INSURANCE

14.1 Required Coverage. Partner shall maintain, at its own expense, for the term of this Agreement and for **two (2) years** after its termination, at minimum the coverages in **Exhibit C**, including commercial general liability with products/completed operations coverage of not less than **$1,000,000 per occurrence / $2,000,000 aggregate**, and any workers' compensation and auto liability coverage required by law.

14.2 Additional Insured. Partner shall name Company as an additional insured on its general liability policy with respect to Products, and shall provide a waiver of subrogation in Company's favor where available.

14.3 Evidence. Partner shall provide a certificate of insurance before its first production run and on each renewal, and shall notify Company within five (5) days of cancellation, non-renewal, or material reduction in coverage.

14.4 Grace Period for New Makers. Where Partner does not yet hold products liability coverage at signing, Company may permit a documented grace period of up to sixty (60) days during which Partner may produce only under Company's coverage as Company directs. Partner's failure to obtain the required coverage by the end of the grace period suspends Partner's eligibility to receive Run Tickets.

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15. INDEMNIFICATION

15.1 By Partner. Partner shall defend, indemnify, and hold harmless Company and its members, officers, and agents from third-party claims, losses, damages, liabilities, fines, and reasonable attorneys' fees arising from: (a) Partner's negligence or willful misconduct; (b) Partner's breach of this Agreement; (c) Partner's violation of Applicable Food Law or failure to maintain required licenses; (d) contamination, adulteration, or mislabeling caused

by Partner's failure to follow the Specifications; and (e) claims by Partner's own personnel relating to their engagement by Partner.

15.2 By Company. Company shall defend, indemnify, and hold harmless Partner from third-party claims, losses, damages, liabilities, and reasonable attorneys' fees arising from: (a) Company's negligence or willful misconduct; (b) Company's breach of this Agreement; (c) any claim that the Marks or Company-supplied artwork infringe a third party's intellectual property rights; (d) defects in Company Materials or errors in Company-supplied Specifications or label content; and (e) Company's marketing, sale, and distribution of Products manufactured in conformance with the Specifications.

15.3 Procedure. The indemnified Party shall give prompt written notice of any claim, shall permit the indemnifying Party to control the defense with counsel of its choosing, and shall cooperate reasonably. The indemnifying Party shall not settle any claim imposing non-monetary obligations on the indemnified Party without its consent, not unreasonably withheld.

15.4 Comparative Fault. Where both Parties contributed to a loss, indemnity obligations shall be allocated in proportion to each Party's fault.

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16. LIMITATION OF LIABILITY

16.1 No Consequential Damages. Neither Party shall be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits or lost business opportunity, arising out of this Agreement.

16.2 Cap. Except as provided in Section 16.3, each Party's aggregate liability arising out of this Agreement shall not exceed the greater of (a) the total production fees paid or payable to Partner in the twelve (12) months preceding the event giving rise to liability, or (b) Five Thousand Dollars ($5,000).

16.3 Exclusions from Cap. Sections 16.1 and 16.2 do not apply to: a Party's indemnity obligations under Section 15; breach of Section 6 (Intellectual Property) or Section 12 (Confidentiality); Partner's misappropriation or diversion of Company Materials or Products; fraud or willful misconduct; personal injury or death; or amounts covered by required insurance.

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17. NON-CIRCUMVENTION & LIMITED RESTRICTIVE COVENANTS

17.1 No Circumvention of Accounts. During the term and for **twelve (12) months** after termination, Partner shall not knowingly solicit or sell any product that is substantially similar to a Product to any retail, wholesale, hospitality, or foodservice account that Partner first learned of, was introduced to, or delivered to through this Agreement. Nothing in this Section restricts Partner from continuing to serve accounts it served before the Effective Date or that it develops independently.

17.2 No Competing Use of Specifications. Partner shall not, during the term or at any time after, produce, sell, or assist any third party in producing any product using a Company recipe, formula, or Specification. This restriction is unlimited in time because it protects trade secrets rather than general competition.

17.3 Partner May Compete Generally. Except as stated in this Section 17, Partner is free to develop, produce, and sell its own products, including products in the same categories as the Products, using its own recipes and formulations.

17.4 No Personnel Solicitation. During the term and for twelve (12) months after, neither Party shall knowingly solicit the other's employees or contractors for the purpose of ending their relationship with that Party. General advertising is not solicitation.

17.5 Reasonableness and Reformation. The Parties agree these restrictions are reasonable in scope, duration, and geography and are necessary to protect legitimate business interests. If a court finds any restriction overbroad, it shall be reformed to the maximum enforceable scope rather than voided.

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18. MAKER NAME, LIKENESS & STORY

18.1 License to Company. Partner grants Company a non-exclusive, royalty-free, worldwide license to use Partner's business name, maker name, city, photographs, and biographical or "maker story" content that Partner provides or approves, on Product packaging, labels, in-store materials, websites, and marketing, for the term and for **twenty-four (24) months** after termination to allow sell-through of existing packaging and materials.

18.2 Approval. Company shall obtain Partner's written approval of any maker story text or photograph before first use. Once approved, Company may continue to use that asset without re-approval.

18.3 Required Label Information. Nothing in this Section limits Company's or Partner's obligation to include Partner's name and address on unit labels where Applicable Food Law requires it.

18.4 Company Content. Photographs and copy created by or for Company remain Company property; Partner may reshare Company marketing content in unmodified form.

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19. RUN TICKET PLATFORM

19.1 Access License. Company grants Partner a limited, revocable, non-transferable right to access and use the Run Ticket Platform solely to receive, accept, log, and complete Run Tickets. Access terminates automatically on termination of this Agreement.

19.2 Account Security. Partner is responsible for safeguarding its credentials and for all activity under its account, and shall not share access with any person other than its authorized personnel. Partner shall notify Company immediately of any suspected unauthorized access.

19.3 Records Are Company Records. Data Partner enters into the Platform relating to production — including hold-check logs, photographs, Batch data, and weights — is a business record of Company. Partner retains the right to obtain a copy of its own production records on request during the term and for ninety (90) days after termination, and shall separately maintain the records required by Section 8.5.

19.4 Restrictions. Partner shall not reverse engineer, decompile, scrape, resell, or attempt to derive the source code or structure of the Platform, and shall not use it to build a competing product.

19.5 Availability. The Platform is provided as-is. Company does not warrant uninterrupted availability. If the Platform is unavailable, Partner shall record required checks contemporaneously by other reasonable means (including timestamped photographs) and upload them when access is restored.

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20. TERM & TERMINATION

20.1 Term. This Agreement begins on the Effective Date and continues until terminated.

20.2 Termination for Convenience. Either Party may terminate for any reason on **thirty (30) days'** written notice. Run Tickets accepted before the notice date shall be completed and paid unless the Parties agree otherwise.

20.3 Immediate Termination by Company. Company may terminate immediately on written notice for: loss, lapse, or suspension of Partner's required licenses or permits; a food safety violation or knowing concealment of a food safety event; fraud, theft, or dishonesty; diversion, sale, or unauthorized use of Company Materials, Products, or Marks;

breach of Section 6 or Section 12; failure to maintain required insurance after any grace period; accumulation of compliance points to the termination threshold in Exhibit B; or any material breach not cured within ten (10) days of written notice.

20.4 Immediate Termination by Partner. Partner may terminate immediately on written notice for Company's failure to pay undisputed amounts within thirty (30) days of written notice of non-payment, or any other material breach by Company not cured within ten (10) days of written notice.

20.5 Effect. On termination Partner shall immediately: cease all production of Products; cease all use of the Marks and Specifications; return all Company Materials and unused labels and packaging under Section 5.4; deliver all finished and in-process Products as Company directs; and surrender Platform access.

20.6 Payment on Termination. Company shall pay all amounts due for conforming Product delivered and accepted before termination, subject to Section 10.5.

20.7 Survival. Sections 2.4–2.6, 5.1, 5.4, 6, 8.5, 12, 13.3–13.4, 14.1, 15, 16, 17, 18.1, 19.3, 20.5–20.7, 21, and 22 survive termination.

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21. DISPUTE RESOLUTION

21.1 Good Faith Discussion. The Parties shall first attempt to resolve any dispute through direct discussion between decision-makers within fifteen (15) days of written notice of the dispute.

21.2 Mediation. If unresolved, the Parties shall submit the dispute to non-binding mediation in Buncombe County, North Carolina, before a mutually agreed mediator, with costs shared equally.

21.3 Litigation. If mediation does not resolve the dispute within thirty (30) days, either Party may bring suit in the state or federal courts located in Buncombe County, North Carolina, to whose exclusive jurisdiction and venue the Parties consent.

21.4 Injunctive Relief. Notwithstanding the above, either Party may seek immediate injunctive relief in any court of competent jurisdiction to protect intellectual property, Confidential Information, or public food safety, without first exhausting Sections 21.1–21.2.

21.5 Attorneys' Fees. In any action to enforce this Agreement, the substantially prevailing Party is entitled to recover reasonable attorneys' fees and costs to the extent permitted by law.

21.6 Jury Waiver. *[Optional — delete if not desired.]* Each Party knowingly and voluntarily

waives trial by jury in any action arising out of this Agreement.

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22. GENERAL PROVISIONS

22.1 Governing Law. This Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-laws principles.

22.2 Notices. Notices shall be in writing and delivered by hand, nationally recognized courier, certified mail, or email to the addresses on the signature page, and are effective on receipt (or, for email, on the earlier of confirmed receipt or the next business day after sending, absent bounce). Routine operational notices — Run Ticket issuance, acceptance, compliance point assessment, and rejection — may be delivered through the Run Ticket Platform.

22.3 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, utility failure, public health emergency, or government order, provided the affected Party gives prompt notice and resumes performance as soon as practicable. Payment obligations for work already performed are not excused. Either Party may terminate if force majeure continues beyond sixty (60) days.

22.4 Assignment. Partner may not assign this Agreement or delegate its production obligations, in whole or in part, without Company's prior written consent. Company may assign to an affiliate or to a successor in connection with a merger, reorganization, or sale of substantially all assets.

22.5 Subcontracting. Partner shall not subcontract production of any Product to another facility without Company's prior written consent.

22.6 Severability. If any provision is held unenforceable, it shall be reformed to the minimum extent necessary or severed, and the remainder shall continue in full force.

22.7 Waiver. No failure or delay in exercising a right waives it. Any waiver must be in writing and applies only to the specific instance.

22.8 Entire Agreement. This Agreement, together with its Exhibits and all accepted Run Tickets, is the entire agreement between the Parties and supersedes all prior discussions, representations, and understandings, written or oral.

22.9 Amendment. Except as provided in Section 22.10, no amendment is effective unless in writing and signed by both Parties.

22.10 Specification Updates. Company may update Specifications and Exhibits A–C on written notice. Updates apply to Run Tickets offered after the notice, not to Run Tickets

already accepted. If Partner does not agree to an update, its sole remedy is to decline future Run Tickets or terminate under Section 20.2.

22.11 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only.

22.12 Counterparts & Electronic Signature. This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together form one instrument.

22.13 Headings. Headings are for convenience only and do not affect interpretation.

SIGNATURES

COMPANY — Addison Myers Group LLC d/b/a Un-Factory Foods

By: _____

Name: _____

Title: _____

Date: _____

Notice email: _____

MANUFACTURING PARTNER

Business Name: _____

Entity Type: _____

By: _____

Name: _____

Title: _____

Date: _____

Notice email: _____

Facility address: _____

Permit type & number: _____

EXHIBIT A — RUN TICKET (FORM)

Each Run Ticket issued through the Platform will contain at minimum:

Field	Content
Run Ticket #	
Batch ID	
Product & SKU	
Quantity (units / cases)	
Specification version	
Ingredients supplied by Company	
Ingredients sourced by Partner (with reimbursement rate)	
Required process steps	
Required hold / fermentation time	
Required hold checks (times, parameters)	
Net weight target & tolerance	
Net weight check frequency	
Label stock & required label fields	
Packaging & case pack	
Photo sign-off requirements	
Retention sample requirement	
Required completion date	
Delivery or pickup instruction & location	
Risk of loss transfer point	
Production fee	

Yield loss tolerance	
Special instructions	

Acceptance is recorded in the Platform with a timestamp and constitutes Partner's agreement to the terms of that Run Ticket.

EXHIBIT B — QUALITY COMPLIANCE POINT SCHEDULE

> **Not a fine schedule.** Points affect eligibility to receive future Run Tickets. They are never deducted from earned compensation.

Point values

Event	Points
Hold check not logged within the permitted window	1
Photo sign-off missing or unusable	1
Production record incomplete or late	1
Net weight outside tolerance (single Batch)	1
Late delivery without advance notice	1
Labeling error — non-safety (e.g., wrong date format)	2
Batch out of Specification requiring rejection	2
Unapproved ingredient, supplier, or packaging substitution	3
Missed required hold time / fermentation window	3
Labeling error — allergen or safety-related	4
Failure to report a reportable event under Section 13.1	4
Undisclosed allergen present in facility	4
Sanitation failure observed on audit	3

Distribution of Product outside Run Ticket instructions	5

Thresholds (rolling 12 months)

Total	Consequence
3	Written notice; corrective action plan required
5	Mandatory retraining before next Run Ticket
8	Suspension from new Run Tickets for 30 days
10	Termination under Section 20.3

Automatic termination events (no point accumulation required)

- Falsification of any production record, log, or photograph
- Knowing sale or diversion of Company Product or Materials
- Producing Company Product on an expired, suspended, or invalid permit
- Concealment of a known food safety event

Dispute

Partner may dispute any assessment within seven (7) days under Section 9.3.

EXHIBIT C — INSURANCE REQUIREMENTS

Coverage	Minimum limit
Commercial General Liability, including products & completed operations	$1,000,000 per occurrence / $2,000,000 aggregate
Product liability (may be within CGL)	$1,000,000
Commercial auto (if Partner delivers)	$500,000 combined single limit, or as required by law
Workers’ compensation	As required by law
	Partner’s discretion (Company Materials remain

Property / equipment	Company's risk only after title transfer)

- Company named as additional insured for products liability.
- Waiver of subrogation in Company's favor where available.
- Certificate of insurance before first production run and at each renewal.
- Coverage maintained for two (2) years after termination (or tail coverage if claims-made).

EXHIBIT D — BACKGROUND CHECK (REFERENCE ONLY)

> **Do not embed this in the Agreement.** Under the federal Fair Credit Reporting Act, the disclosure that a consumer report may be obtained must appear in a **standalone document containing nothing else**, and authorization must be signed separately. Use Company's separate "Disclosure Regarding Background Investigation" and "Authorization" forms, and follow the pre-adverse-action / adverse-action notice process if a report is used as a basis to decline or terminate a Partner.

This document is a draft business template, not legal advice. Before using it with real makers, have a North Carolina attorney review it — particularly Sections 2, 9, 17, and the cottage-food/permit-scope provisions in Section 3.