

VANITY VISION

Address: BLOCK S, S-14-09, BPTP, SECTOR 75, Faridabad, Faridabad, Haryana, 121006, India

Phone: +918882346470

Email: contactvanityvision@gmail.com

Website: www.vanityvision.co.in

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Renewal of Manufacturing Agreement

This Renewal of Manufacturing Agreement (the "Renewal Agreement") is entered into on **April 02, 2023** (the "Effective Date"), by and between:

Party A:

HO NGOC TU

Brand Owner of VITAL HERBAL

Address: X. Tien Thinh, H. Me Linh, TP. Ha Noi, VIETNAM 100000

Party B:

VANITY VISION

A business engaged in the manufacturing of dietary supplements

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This renewal was issued to update supplier's latest information.

WITNESSES

WHEREAS, Party A (HO NGOC TU) engages Party B (VANITY VISION) for the production of specific dietary supplements under the VITAL HERBAL brand, in strict adherence to Good Manufacturing Practice (GMP) standards;

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WHEREAS, the parties have previously entered into a Manufacturing Agreement on **February 28, 2023** (the "Original Agreement"), and now wish to renew the terms and conditions set forth therein;

NOW, THEREFORE, in acknowledgment of the preceding statements and the reciprocal commitments articulated herein, the parties hereby mutually agree as follows:

I. Renewal of Manufacturing Agreement

1.1. Reference to Original Agreement

The parties acknowledge the existence of the Original Agreement dated **February 28, 2023**, and agree that the terms and conditions of the Original Agreement shall be renewed and continue in full force and effect as set forth in this Renewal Agreement.

1.2. Effective Date

This Renewal Agreement shall become effective as of **April 02, 2023**, and shall continue until the termination date as specified in the Original Agreement, which is **February 28, 2027**, unless terminated earlier in accordance with the terms of this Renewal Agreement.

II. Manufacturing of Dietary Supplements

The provisions related to the manufacturing of dietary supplements, including adherence to GMP standards, precision in specifications and quality standards, seamless information exchange, and transparent records and accessible inspection, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

III. Product Orders, Scheduling, and Modification

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The provisions related to placing product orders, commitment to lead time, and flexibility in modification and cancellation, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

IV. Pricing, Payment, and Cost Adjustments

The provisions related to price flexibility in response to economic factors, timely settlement of invoices, and accountability for late payments, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

V. Intellectual Property Ownership and Usage

The provisions related to ownership of intellectual property and the license for the use of intellectual property, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

VI. Confidentiality

The provisions related to commitment to non-disclosure and exceptions to confidentiality obligations, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

VII. Term and Termination

This Agreement shall officially commence on the Effective Date and shall remain in full force and effect until **February 28, 2027**, unless terminated by either party through written notice to the other party.

The provisions related to the agreement duration, termination for cause, and consequences of termination, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

VIII. Governing Law and Jurisdiction

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The provisions related to applicable law and jurisdiction, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

IX. Quality Assurance and Regulatory Compliance

The provisions related to quality control measures and regulatory compliance, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

X. Dispute Resolution

The provisions related to amicable resolution, mediation, and arbitration, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

XI. Force Majeure

The provisions related to force majeure events, notice and mitigation, and termination, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

XII. Comprehensive Agreement

The provisions related to integration, amendments, severability, waiver, assignment, notices, and counterparts, as outlined in the Original Agreement, shall remain in effect and are incorporated by reference into this Renewal Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Renewal of Manufacturing Agreement as of the Effective Date, signifying their mutual understanding and commitment to the terms herein.

HO NGOC TU

Signature: _____

Name: HO NGOC TU

Title: Brand Owner



Vanity Vision

Signature: _____

Name: _____

Title: CEO



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Schedule A: Product Definition

Pursuant to the Definitions outlined in Article 1 of the Renewal of Manufacturing Agreement, the following dosage forms containing Bulk as active ingredients, under the Trademark "VITAL HERBAL" and bearing VITAL HERBAL labels, shall be considered as Products under the terms of the aforementioned Agreement.

Schedule B: Offer Summary and Technology Transfer

The subsequent document provides a concise summary of VANITY VISION's offer and HO NGOC TU's acceptance regarding the development, registration batch production, validation, commercial production, and stability studies of hard capsules.

Technology Transfer:

The responsibility for technology transfer lies with VANITY VISION and includes the following key activities:

Environmental, Health, and Safety Assessment: Comprehensive assessment of environmental, health, and safety aspects related to the manufacturing process.

Analytical Methods: Development, review, and approval of analytical methods, including cleaning methods and transfer protocols. This also includes the review and approval of associated reports.

Documentation Development: Development of documentation for VANITY VISION's systems, including quality standards, test methods, and bills of materials.

Packaging Configuration: Development of packaging configurations for both blisters and bottles.

Batch Records: Development of batch records for all stability batches, ensuring rigorous documentation.

Cleaning Validation: Assessment and validation of cleaning procedures for all equipment involved in the production of hard capsules.

Regulatory Support: Providing regulatory support for all marketing applications, as required by applicable regulations.

Project Management: Overseeing project management for all phases of the project, from inception to commercial launch.

Batch Protocols/Reports: Development of stability and validation batch protocols and reports.

Feasibility Batches: Manufacturing of feasibility batches to ensure the viability of the process.

Stability Batches: Manufacturing and packaging of stability batches to assess the product's stability over time.

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Technical Support: Provision of technical support during the manufacturing of batches, ensuring smooth and efficient production processes.

Validation Batches:

VANITY VISION will be responsible for the complete manufacturing, packaging, and documentation of three (3) consecutive full-scale validation batches. VANITY VISION shall supply all necessary Materials, while HO NGOC TU Therapeutics will provide the required Bulk. HO NGOC TU shall compensate VANITY VISION at the agreed-upon commercial price for this service.

Commercial Stability:

Should any Batch, including registration batch, validation batch, or commercial stability batch, manufactured by VANITY VISION under this Schedule B fail to conform to the Specification or established quality standards, or not comply with processing and packaging instructions, VANITY VISION shall bear the cost and responsibility of replacing any such non-conforming Batch.

Furthermore, in cases where VANITY VISION requires Bulk to replace non-conforming Batches, HO NGOC TU shall supply such Bulk to VANITY VISION. In return, VANITY VISION shall provide HO NGOC TU with a credit against future invoices equal to the Replacement Value of such Bulk, ensuring equitable resolution in such circumstances.

These schedules provide specific details related to the products, technology transfer, and quality assurance, which are important aspects of the manufacturing agreement. Please ensure that the details within these schedules are tailored to your specific agreement and meet the needs of both parties involved.