

## VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

# Manufacturing Agreement

This Manufacturing Agreement (referred to as the "Agreement") is hereby executed on **August 15, 2023** (hereinafter referred to as the "Effective Date"), and is entered into by and between:

Party A:

HIEN NGUYEN

Brand owner of SOTALIX SUPPLEMENT

Address: SN 24 NGO 06, D Dong LO, P THACH LINH, TP Ha Tinh, Ha Tinh, Vietnam,  
480000

Party B:

VANITY VISION

A business involved in the production of dietary supplements

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

WHEREAS, HIEN NGUYEN, herein referred to as "Party A," engages VANITY VISION, herein referred to as "Party B," for the production of specific dietary supplements under the SOTALIX SUPPLEMENT brand, in strict adherence to the Good Manufacturing Practice (GMP) standards. Party B is in possession of authorized manufacturing facilities recognized by all relevant Indian regulatory authorities and possesses the necessary capability and capacity to undertake the manufacturing activities outlined herein;



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

-----\*\*\*-----

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

## **I. Manufacturing of Dietary Supplements**

### **1.1. Precision in Specifications and Quality Standards**

In our collaboration, Party B pledges to meticulously adhere to the specifications, quantities, and quality standards established through a collaborative effort between both parties. These specifications will be clearly delineated in the Product Orders issued by Party A. This ensures that the manufactured products meet and exceed the expectations of the SOTALIX SUPPLEMENT brand.

### **1.2. Adherence to GMP Standards for Quality Assurance**

Party B commits to rigorous adherence to Good Manufacturing Practice (GMP) standards in the production of dietary supplements for the esteemed SOTALIX SUPPLEMENT brand. This unwavering commitment is rooted in our determination to uphold the highest standards of quality and safety for all products.

### **1.3. Transparent Records and Accessible Inspection**

With the goal of fostering transparency and accountability, Party B shall maintain meticulous records of each production run and comprehensive quality control measures. These records, which encompass every stage of production, shall be readily accessible for inspection by Party A or relevant regulatory authorities, upon request. This commitment to transparency ensures that the manufacturing process is not only efficient but also complies with all necessary regulations and quality control standards.

### **1.4. Seamless Information Exchange**

To facilitate the smooth manufacturing process, Party A shall provide Party B with all essential information in a timely manner. This information encompasses product specifications, intricate artwork details, and precise labeling requirements. This cooperative exchange of information ensures that every facet of the manufacturing process aligns seamlessly with the brand's vision and quality standards.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## II. Product Orders, Scheduling, and Modification

### 2.1. Placing Product Orders and Confirmation

Party A, as part of our collaborative process, shall formally submit written Product Orders to Party B. These Product Orders shall comprehensively specify crucial details, including but not limited to, the desired quantity, expected delivery date, and any other pertinent information relevant to each batch of dietary supplements. Party B, as a responsible partner, shall promptly acknowledge the receipt of each Product Order and confirm its ability to fulfill the order requirements to meet the expectations of both parties.

### 2.2. Commitment to Lead Time

Party B, in alignment with our commitment to efficiency and client satisfaction, shall exert its utmost efforts to fulfill Product Orders within the agreed-upon lead time, ensuring that deliveries are made as promised. In the unlikely event that Party B anticipates any circumstances that may result in a delay, it shall act with transparency and notify Party A in writing immediately. Along with this notice, Party B shall provide a revised delivery schedule, thereby keeping Party A informed and enabling necessary adjustments to be made.

### 2.3. Flexibility in Modification and Cancellation

Recognizing the ever-evolving nature of business needs, Product Orders may, at times, require modification or cancellation. Party A holds the authority to make such modifications or cancellations, and this can be achieved through a written notice provided to Party B. It is essential, however, that these alterations occur before the scheduled delivery date. In the event of modifications or cancellations, Party A shall assume responsibility for any costs or expenses incurred by Party B as a direct result of these changes, ensuring that the process remains flexible while minimizing any associated disruptions. This provision underscores our commitment to facilitating a dynamic and adaptable partnership.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## III. Pricing, Payment, and Cost Adjustments

### 3.1. Price Flexibility in Response to Economic Factors

The pricing structure for the manufacturing of dietary supplements shall remain open to adjustment, contingent upon mutual agreement between the contracting parties. Such adjustments may be considered necessary in light of significant alterations in production costs, fluctuations in raw material prices, or other pertinent factors that impact the cost structure of the manufacturing process. This collaborative approach ensures that the pricing remains fair and reflective of the evolving economic landscape, reinforcing the sustainability and viability of our partnership.

### 3.2. Timely Settlement of Invoices

Party A shall demonstrate its commitment to prompt financial transactions by making payment to Party B for each batch of dietary supplements promptly upon the receipt of a valid invoice issued by Party B. This practice fosters financial transparency and ensures the smooth flow of our business relationship.

### 3.3. Accountability for Late Payments

In instances where payment is delayed beyond the stipulated terms, Party A acknowledges its responsibility to settle any outstanding amounts promptly. To address late payments, Party A shall be liable to pay interest on the overdue amount. The applicable interest rate shall be determined either per month or at the maximum rate allowable by the relevant laws, whichever is lower, from the due date until the actual date of payment. This provision underscores the importance of adhering to agreed-upon payment schedules and facilitates financial accountability within our partnership.

## IV. Intellectual Property Ownership and Usage

### 4.1. Ownership of Intellectual Property

All intellectual property resulting from the manufacturing of dietary supplements for the SOTALIX SUPPLEMENT brand by Party B, encompassing, but not limited to, formulations, processes, and proprietary information, shall unequivocally remain the exclusive property of Party A.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## 4.2. License for Use of Intellectual Property

Party A shall be granted a non-exclusive, non-transferable license to utilize the intellectual property associated with the dietary supplements produced under this Agreement. This license shall be solely for the purpose of marketing and promoting the products under the distinguished SOTALIX SUPPLEMENT brand. It emphasizes the partnership's cooperative nature, allowing Party A to harness the intellectual property's potential while respecting Party B's ownership rights and preserving the integrity of our collaboration.

## V. Confidentiality

### 5.1. Commitment to Non-Disclosure

Both parties wholeheartedly commit to upholding the utmost confidentiality concerning all non-public information exchanged during the execution of this Agreement. This encompasses, without limitation, safeguarding trade secrets, business strategies, technical data, and any other confidential materials shared throughout our partnership.

### 5.2. Exceptions to Confidentiality Obligations

The stringent obligations regarding confidentiality shall not apply in certain circumstances, namely:

- a) Information that is already in the public domain, meaning it is widely accessible and not subject to any confidentiality obligations.
- b) Information independently developed by either party without reference to the other party's confidential information. This recognizes and respects the innovative capabilities and autonomous developments of each party.
- c) Instances where the disclosure of information is mandated by law or legally required. In such situations, the parties shall comply with their legal obligations while seeking to minimize any adverse effects on the confidentiality of the shared information to the fullest extent possible.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## VI. Term and Termination

### 6.1. Agreement Duration

This Agreement shall officially commence on the Effective Date and shall remain in full force and effect until **August 15, 2026**, unless terminated by either party through written notice to the other party.

### 6.2. Termination for Cause

Either party retains the right to terminate this Agreement without delay upon delivering written notice to the other party in the event of a significant breach of any provision within this Agreement. The breaching party, however, shall have the opportunity to rectify and cure the breach, provided such a cure is feasible.

### 6.3. Consequences of Termination

Upon the termination of this Agreement, Party B shall diligently complete any outstanding Product Orders and promptly return any unused materials or molds supplied by Party A. In turn, Party A shall fulfill payment obligations for all completed batches of dietary supplements according to the stipulated terms within this Agreement. This ensures a smooth transition and a fair conclusion of our business relationship while safeguarding the interests of both parties.

## VII. Governing Law and Jurisdiction

### 7.1. Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of India, Vietnam, and the United States, without giving effect to their respective conflict of laws principles.

### 7.2. Jurisdiction

In the event of any legal actions or proceedings arising out of or related to this Agreement, such matters shall be exclusively brought before the state or federal courts situated in India. Both parties hereby provide their informed consent to the exclusive jurisdiction of these courts, ensuring a coherent and consistent legal framework for dispute resolution.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## VIII. Comprehensive Agreement

### 8.1. Integration

This Agreement represents the comprehensive and exclusive understanding and agreement reached between the parties concerning the subject matter hereof. It surpasses and supersedes all previous negotiations, discussions, and understandings.

### 8.2. Amendments

Modifications to this Agreement shall only be effective if made in writing and duly signed by both parties, underscoring the commitment to clarity and transparency in our dealings.

### 8.3. Severability

In the event that any provision within this Agreement is deemed invalid, illegal, or unenforceable by a competent legal authority, the remaining provisions shall remain unaffected and retain their full force and effect, ensuring the continued efficacy of this Agreement.

### 8.4. Waiver

The failure of either party to enforce any provision of this Agreement shall not be interpreted as a waiver of that provision or the rights associated with it. Both parties retain the right to enforce any provision at a later time.

### 8.5. Assignment

This Agreement may not be assigned by either party, nor may any rights or obligations herein be transferred, without the prior written consent of the other party, except in cases of a merger, acquisition, or the sale of all or substantially all of the assets of the assigning party's business.

### 8.6. Notices

All notices or communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified at the commencement of this Agreement or any alternative addresses designated in writing by the parties.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## 8.7. Counterparts

This Agreement may be executed in multiple counterparts, each of which

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

### Party A: HIEN NGUYEN

Signature: \_\_\_\_\_

Name: HIEN NGUYEN

Title: Brand Owner

### Party B: VANITY VISION

Signature: \_\_\_\_\_

Name: Meenu Kshi Bhati

Title: Proprietor

