

Customer Reference Guide

Distribution



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Contact Information

Ogden, UT Plant & Corporate Headquarters:

1040 West 600 North
Ogden, UT 84404

Pickup Hours (Appointment Required):
Monday – Friday - 8:00 AM – 4:00 PM (MST)
Tel: (385) 374-9400

Important Emails:

Sales Inquiries: sales@honeyville.com
Orders: slcorderdesk@honeyville.com
COAs: OgdenReceivingDocs@honeyville.com
Schedule Pick-up Appt: OgdenAppointments@honeyville.com

Delivery Schedule:

- SLC Area - Monday, Wednesday, & Friday
- Northern Utah - Tuesday
- Utah County - Thursday

Rancho Cucamonga, CA Plant:

11600 Dayton Drive
Rancho Cucamonga, CA 91730

Pickup Hours (Appointment Required):
Monday – Friday 10 AM ~ 3 PM (PST)
Tel (909) 980-9500

Important Emails:

Sales Inquiries: sales@honeyville.com
Orders: ranchoorderdesk@honeyville.com
COAs: coa@honeyville.com
Schedule Pick-up Appt: RanchoFreight@honeyville.com

Delivery Schedule:

- California Route - Monday-Saturday (Starting at 5:00am)
- Las Vegas Area - Wednesdays (Thursdays / Fridays possible depending on volume)

Chandler, AZ Distribution:

601 South 54th Street #15
Chandler, AZ 85226

Pickup Hours (No Appointment Required):
Monday – Friday - 9:00 AM – 5:00 PM (MST)
Tel (480) 785-5210

Important Emails:

Sales Inquiries: sales@honeyville.com
Orders: chandlerorderdesk@honeyville.com

Delivery Schedule:

- Phoenix Area - Monday-Friday
- Tucson - Monday, Tuesday, & Thursday
- Yuma - Wednesday, Every other week



Payment Address and Bank Account Information

Mailed Payments

For payments mailed in the form of a company check, personal check, bankcashier's check, or money order, the new mailing address is:

**Honeyville, Inc
PO Box 743710
Los Angeles, CA 90074-3710**

ACH Payments

For payments sent via Automated Clearing House (ACH), the new bank account is:

**Bank of America
Account #1416811377
Routing #121000358**

Wire Payments

For payments sent via wire, the new bank account is:

**Bank of America
Account #1416811377
ABA Routing #026009593 or SWIFT #BOFAUS3N**

Honeyville, Inc. Distribution Terms & Conditions

1. Acceptance of Terms

These terms and conditions govern all sales of goods or services by Honeyville (“Seller”), to Buyer. Seller agrees to supply the ordered goods or services only upon the terms and conditions contained herein. Seller’s acceptance of Buyer’s order and agreement to deliver the ordered goods is expressly made conditional on Buyer’s acceptance of Seller’s terms and conditions set forth below. In the event Buyer’s purchase order includes terms and conditions that differ from or are in addition to the following, such terms and conditions are expressly rejected by Seller and are null and void.

2. Order Guidelines

Required Purchase Order Information

To ensure accuracy and timely processing of your orders, we request that all orders be placed through electronically. This helps us maintain detailed records of your requests, reducing the risk of errors and ensuring that your orders are fulfilled exactly as intended. Additionally, written orders provide a convenient reference for both parties, allowing us to efficiently address any inquiries or concerns that may arise. Thank you for your understanding and cooperation in helping us serve you better.

POs must include:

- Accurate “Bill To” & “Ship To” addresses with phone and fax numbers
- Item code/product description
- Quantity (must meet both production and shipment minimum order requirements per SKU)
- Please indicate accurate pricing per approved guidelines or reference quote for contract pricing.
- Terms of sale
- Requested delivery or pick-up date
- Receiving instructions:
 - i) Contact name and phone number
 - ii) Receiving hours
 - iii) Loading instructions
 - iv) Delivery PO #
 - v) If a lift gate is required

Additional surcharges may be applicable due to inaccurate or incomplete information.

Order Placement

- Please send all emailed purchase orders to the order desk email provided for your area.
- Lead Time – Distribution
 - Stock Items – typically ship out next day (Dependent on shipping/ route schedule)
 - Non-Stock/ Custom Items - 2~8 weeks (Dependent on supplier lead times)
 - Heat Treatment Items - 3~4 weeks
- Next Day Deliveries: Must be submitted by 3:30 pm PST the day prior to be included in the next scheduled delivery day. (See Page 1 for Delivery Schedules)

Note: For locations within our delivery network, next-day delivery is standard.

- Will Call: Once your order is confirmed, you may call them to arrange pick-up. No cash accepted at will call, check or credit card only. Pickup/ Will Call orders must be placed at least 2 hours prior to desired pick up time. Warehouse delivery & pickup orders are not changeable after order has been confirmed.
- Same Day Deliveries: As a courtesy, we offer a Same-Day option for a fee of \$250.00, subject to driver and equipment availability. These orders must be placed at least 2 hours before the desired pick up time. Warehouse hours are 7AM – 3:30PM. Call our office (See page 1) or email the office that services your area with any questions or to request order adjustments. Office Hours are 8AM – 5PM.

Minimum Order Quantity

- OVERALL MOQ PER ORDER –
 - Warehouse Pre-paid Freight Shipment MOQ: Overall MOQ is \$750 or one mixed pallet.
 - Pallet Calculation: 1 mixed pallet is approximately 2000 lbs (The pallets are 48”x40” and the height will vary depending on the products.)
 - Orders that do not meet the pre-paid freight shipment MOQ can still be shipped with a \$125 delivery fee
 - Pick-up: MOQ is \$150 for any pick-up orders (No tier or layer minimums). For any pick-up order over two pallets, an email to the designated schedule pick-up email is required to schedule an appointment. (See page 1)
- Inventory: We will stock up to 40 days’ worth of custom inventory, with signed min/max inventory agreement from customer. (See page 19)

Samples & promotions materials

Sample requests should be sent via email to your Honeyville outside sales representative or your customer service representative.

Please mention “Sample Request” in the email subject line and include:

- Business name
- Address
- Phone number
- Contact name
- Contact email address

Failure to provide this information will result in processing delays. All sample requests are subject to availability.

If requested sample quantities exceed \$25, we offer two options:

- They can be added to your next purchase order, invoiced separately, and shipped with the product in your next delivery or pickup.
- We can send them to you via ground carrier and invoice you for the product and freight charges. We have preferred rates with several carriers and will quote you a rate prior to shipment. Your written acceptance of the ground freight charges is required before we can move forward with the sample request.

Lead-Time

If samples are in-stock, they will be sent out within 2-3 business days. If not, they will be ordered and shipped upon receipt.

All samples are shipped ground. Any requests for next-day or two-day air delivery must be accompanied with your FedEx/UPS 3rd party billable account number.

Marketing Materials

Email marketing@honeyville.com for marketing materials.

3. Confirmations

Confirmations

- Seller's commencement of the delivery of the goods and/or services ordered by Buyer and Buyer's acceptance of such deliveries shall constitute a firm contract on the terms stated in Seller's confirmation and these terms and conditions.
- Order confirmations will be sent to you within 2 business days of receiving PO.

Revisions

- For Stock warehouse (delivery and pickup) orders, these orders are sent to our warehouse at the same time order confirmations go out to customers so, these orders are not changeable after order has been confirmed.
- For Non-Stock / custom orders, any revisions must be received in writing within 3 business days of receiving the order confirmation and before production/ shipment.
- For Heat Treatment orders, revisions are acceptable within 7 business days of receiving the order confirmation. After that, given that raw materials are on order and the production date(s) is scheduled, revisions are only possible w/ Seller's express written consent.

Cancellations

- Order cancellations are not allowed after the order has been received and confirmed.
- For Heat Treatment orders, cancellations are acceptable within 7 business days of receiving the order confirmation. After that, given that raw material are on order and the production date(s) is scheduled, cancellations may not be possible.

4. Pricing and Payment

If a Honeyville quote includes commodity prices, such prices are valid only until the end of the day that the quote is issued, unless otherwise specified in the quote or a relevant Honeyville document. Prices quoted by Honeyville do not apply to any Goods or options which are not expressly quoted or that are added later at the Customer's request. Quoted prices do not include applicable sales, use, or property taxes. Customer is responsible for paying all applicable taxes in addition to the purchase price. Unless otherwise separately contracted between the parties, the prices for Goods are subject to change by Honeyville at any time upon written or electronic notice to Customer, based upon Honeyville's costs of acquiring the necessary raw components, Honeyville's then-standard tolling, any newly implemented governmental price controls, and other relevant factors.

Any price disputes must be filed within 2 business days after receiving the order confirmation and prior to order shipment and invoicing. Please contact us immediately if there are any discrepancies between your PO and the order confirmation.

Payment is required prior to shipment of Goods unless Honeyville has approved Customer for credit terms, in which case payment for Goods is due net 30 days from date of shipment unless otherwise specified in the Agreement. Customer will be invoiced on a per-shipment basis. Payments to Honeyville by credit card will incur a convenience and handling fee of 2.5%, which will be added at the time of payment. Customer must notify Honeyville in writing of any invoice dispute within 15 days from the date of receipt of the invoice. Customer will be deemed to have accepted all invoices for which Honeyville does not receive timely notification of dispute. Honeyville may charge Customer interest on all late payments at the rate of 1.5% per month (or, if less, the highest rate permissible under applicable law), calculated daily and compounded monthly. Customer shall also reimburse Honeyville for all reasonable collection costs incurred by Honeyville, including attorneys' fees and court costs.

Credit Safeguards Policy

1. Customers will receive a 5-day grace period for payments to arrive and process. After 5 days, communications from the credit department will begin to help the customer get current or to resolve unreported disputes.
2. If invoices become 15 days delinquent, the customer will go on credit-hold and new orders will not be allowed until the customer is completely current.
3. Invoices in dispute will be excluded from the 15-day delinquency policy. For example, if a pricing error is being worked-out with a customer and it is taking more than 15 days to resolve, that late invoice will not cause the customer to go on credit-hold if all other invoices are paid on-time.
4. Once a customer is placed on credit-hold, the customer must get their account 100% current before the hold is removed. To become current, the payment must be processed in Sage and through the bank, which takes between 24 to 48 hours.
5. Upon execution of this policy, customers with delinquent invoices greater than 15 days will be required to create a payment plan with the Credit Manager, otherwise they will be placed on credit-hold. The payment plans will be negotiated on a case-by-case basis, but are not to exceed one month per every \$100,000 delinquent. Payment plans exceeding four weeks will charge interest of 18% with all payments being applied to interest charges first.
6. Customers who remain delinquent while on credit-hold will be charged interest of 18%, billed monthly. All customer payments will be applied to interest charges first.

5. Shipping and Delivery

Delivery will be made as specified in the applicable purchase order, order confirmation or other Agreement; if not otherwise agreed, shipping terms will be Ex Works Honeyville's facility. Customer is responsible for making any insurance claims. Delivery dates are approximate; Honeyville is not responsible for any delivery delays, regardless of the cause. Honeyville reserves the right to make partial deliveries. Any increases in freight rates will be at Customer's expense. Honeyville's weights are to govern settlement.

Claims Policy

Order Confirmations are sent to customers enabling them to review pricing, products, ship-to destination, and quantity prior to shipment.

- Upon receipt of your shipment, the received quantity should be counted and checked against the number of shipped quantities stated on the packing list. If they do not match, please re-count and compare again.
- Any claims for shortages or defective products must be noted when received on the Bill of Lading and filed with Honeyville within 7 business days of invoice date.
- Honeyville reserves the right to ask for more data, information, and evidence supporting any claim and to reject claims based on insufficient information or samples.
- Honeyville will endeavor to resolve claims within 30 days from receipt of such claim.
- Claims that are honored will be paid via credit memo or by direct payment to the customer. We will not accept unauthorized debits to Honeyville on outstanding/unconfirmed claims.

Transit damage

Transit damages are damages that result from shipping, warehousing, or handling and are not the same as defective products. Customers must check the consigned cargo for visible damage before signing receipt. This is for your protection. This policy pertains to goods delivered in Honeyville owned trucks or where Honeyville contracts the freight. It does not apply to freight contracted or pickup by customers.

- Honeyville must be notified immediately of any claims relating to product arriving damaged. Whether in a Honeyville truck or truck arranged for Honeyville.
 - Photographs (preferably digital pictures that can be emailed) of the damage must be taken upon receipt for insurance purposes and to help determine the cause of the damage.
 - If the customer does not notify Honeyville immediately and does not provide photographs of the damaged product and/or packaging inside the container, it may not be possible to prove the origin of the damage. Consequently, this could result in a rejection of a claim by both our insurance company and Honeyville.
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- Any visible damage on a truck/container shipment should be noted on the Bill of Lading and should be signed by the driver.
 - If the load has shifted or toppled over and the warehouse manager deems that it is unsafe to unload the truck, the customer has the right to refuse the truck, but must inform Honeyville Customer Service immediately of this decision.
 - The fact that a shipment contains minor damage is not a sufficient reason for the customer to refuse the entire shipment. If a customer rejects a shipment and subsequent investigation establishes that the carrier was not liable for the damage, the claimant is only entitled to the salvage value the carrier realized.
 - Claims of this nature should be filed no later than 7 business days from the arrival of the truck and must include a copy of the trucker's waybill with the damaged quantity noted on it in

writing. The claim paperwork must also include a detailed list of product and quantity damaged.

- The maximum claim value may not exceed the contractual value of the cargo. Honeyville does
- The time limits for filing the notice of loss to the carriers (via truck, rail, and ocean) are:
 - Visible Damages – upon receipt of delivery
 - Concealed Damages – within 7 business days of receipt
- Damaged goods should be handled with care and should be separated. Do not destroy or dispose of damaged goods without written approval from Honeyville.

Return Policy

At Honeyville, we take pride in the quality of the products we distribute and the services we offer. Our commitment to excellence is reflected in our rigorous quality control measures and our dedication to customer satisfaction. To maintain the highest standards of safety and quality, we have instituted the following policy:

Non-returnable Items

Please note that due to safety and quality concerns, we cannot accept any returns in cases other than our fault. This includes, but is not limited to:

- Customer ordering errors.
- Unwanted products after delivery.
- Products damaged after delivery due to improper handling or storage.

We encourage our customers to review their orders carefully before submission and to store products according to best practice guidelines.

Returns Due to Company Fault

We accept returns only in cases where the fault lies with us. This includes scenarios such as:

- Delivery of incorrect products or quantities not matching your order.
- Products damaged in transit.
- Delivery of products with expired or near-expired dates at the time of arrival.

If you encounter any of the above issues, please contact our customer service team within 14 days of product receipt. We will require photographic evidence of the issue and may request additional documentation to process your return request. Once your return is approved, we will provide you with an RMA and instructions on how to proceed.

Replacement Product

Honeyville will replace defective products as quickly as conditions permit. If the product cannot be replaced to meet the customer's expectation, Honeyville will not be liable for any extra cost due to substitution of a similar product.

6. Limited Warranty

Honeyville warrants to Customer that for a period of 14 days from the date of shipment of a Good, the Good will comply in all material respects with applicable FDA and other federal standards and will be fit for human consumption. This warranty does not apply to:

- a) any Good that has been subjected to abuse, misuse, neglect, negligence, accident, improper storage, or handling
- b) any Good that has been altered other than Honeyville's authorized Personnel
- c) any defects introduced after Honeyville delivered the Good to the carrier for shipment, including those caused by environmental conditions
- d) any formulas, materials, or components that Customer furnishes

Any claims by Customer must be made to Honeyville in writing before the end of the above 14-day warranty period. Customer's exclusive remedy and Honeyville's sole liability for a breach of this warranty will be for Honeyville to replace the defective Good or provide a credit or refund of the amount paid for such Good.

No other warranties, express or implied, are made with respect to the goods, including but not limited to any implied warranties of merchantability, noninfringement, or fitness for a particular purpose, and Honeyville expressly disclaims all warranties not specifically stated herein.

7. Force Majeure

Honeyville is not liable for any default or delay in performance if caused, directly or indirectly, by acts of God, force of arms, fire, the elements, riots, labor disputes, picketing or other labor controversies, sabotage, civil commotion, accidents, any governmental action, prohibition or regulation, delay in transportation facilities, shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the products, failure of any party to perform any contract with Honeyville relative to the production of the products or any cause whatsoever beyond Honeyville's control, whether or not such cause be similar or dissimilar to those enumerated.

8. Limitation of Liability

In no event will Honeyville be liable for any incidental, indirect, consequential, special or punitive damages, lost profits, or loss of value arising out of these terms or the agreement, including the use or inability to use the goods, even if Honeyville has been advised of the possibility of such damage. In no event shall Honeyville's aggregate liability, regardless of the nature of the claim, exceed the total amounts paid by customer to Honeyville for the goods or services that are the subject of the claim.

9. Insurance

Public and product liability insurance protects Honeyville and its customers against legal liability claims from non-employees for injury or damage to their property or person, including as a result of the products the Honeyville customer supplied. Honeyville carries product liability

coverage through a North American-based A-rated insurance carrier. Honeyville carries limits of \$1 million per occurrence, \$2 million general aggregate, with an umbrella of \$5 million. Our Certificate of Insurance (COI) has been included in this Reference Guide on page 16.

10. Quality Control

Our manufacturing operations utilize cGMP processes and are SQF certified with recent scores ranging from 98. Enjoying SQF certification make us Global Food Safety Initiative (GFSI) certified. Certificates are available upon request.

11. Governing Law

Utah law shall govern these Terms, excluding conflicts of law's provisions. The parties' consent to the exclusive jurisdiction of Utah (state or federal) courts over any legal action related to these Terms. In the event of a dispute relating to these Terms, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.

12. Severability

If any provision of these Terms is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed, and the remaining terms of this Agreement shall remain in full force and effect.

13. Assignment

Customer may not assign these Terms or any of its rights, or delegate any of its obligations hereunder without the prior written consent of Honeyville. Any purported assignment or delegation in violation of this section is null and void.

14. Notices

All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service. Non-legal written notices in the ordinary course of business (e.g., regarding purchase order confirmations or shipping availability dates) may also be sent by email or other electronic message, or by first class mail, to the appropriate personnel of the other party.

15. Entire Agreement

The confirmation and these terms and conditions constitute the entire agreement between Buyer and Seller relating to the ordered goods or services. No modifications shall be binding upon the Seller unless in writing signed by Seller's duly authorized representative. No modification of the confirmation of these terms and conditions will be affected by the acknowledgment or acceptance of other shipping instruction forms or any other document containing terms and conditions at variance with or in addition to these terms and conditions, all such varying or additional terms being deemed invalid. No waiver by Seller or default by Buyer shall be deemed a waiver of any subsequent default. Buyer shall not assign any order or any interest therein without the prior written consent of Seller. Buyer agrees to assume responsibility for, and Buyer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Buyer, its subsidiaries and affiliates.



New Customer Form

Date: _____ Method of Payment _____

Full Legal Name of Business: _____

State of Formation: _____

DBA (Doing Business As) _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Other: _____

E-MAIL _____ Salesman: _____

Please Indicate: Corporation Partnership Sole Ownership Limited Liability Company

NAME SOLE OWNERSHIP : _____

*Signature: _____ Social Security #: _____ TAX ID#: _____

NAME OF PARTNERS/ IF PARTNERSHIP:

1) _____ Phone #: _____ Social Security #: _____

2) _____ Phone #: _____ Social Security #: _____

3) _____ Phone #: _____ Social Security #: _____

CORPORATION ONLY:

President: _____

Vice President: _____

Controller: _____

*Duns#: _____ *TAX ID#: _____

*Signature: _____ Email : _____

* Social Security, Tax I.D. and signature required



CUSTOMER CREDIT APPLICATION

Amount requested: \$ _____

Business and Contact Information: (attachment of a document containing this information is acceptable)

Business name and DBA: _____	
Billing address: _____	
Business type: <input type="checkbox"/> Corporation, <input type="checkbox"/> Partnership, <input type="checkbox"/> Proprietorship	Tax ID#: _____
State of formation: _____ In business since: _____	Duns#: _____
Owner or chief officer name: _____	
Payables manager name: _____	Phone: _____
Payables manager email: _____	

Trade References: (attachment of a document containing this information is acceptable)

Business name: _____	Contact name: _____
Phone: _____	Email: _____
Business name: _____	Contact name: _____
Phone: _____	Email: _____
Business name: _____	Contact name: _____
Phone: _____	Email: _____

I hereby certify that the information contained herein is complete and accurate and understand it will be used to determine the amount and conditions of the credit to be extended. I understand that unless a sales tax exemption certificate is provided, applicable sales tax will be added to invoices. I accept that orders must be pre-paid until credit terms are approved.

Name of authorized signer

Title

Signature

Date

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into and effective as of the day of _____, 20__ (the “Effective Date”) between **Honeyville, Inc.**, a Utah corporation with offices at 1040 West 600 North, Ogden, UT 84404 and at various other locations, on behalf of itself and its Affiliates (as defined in Section 2) (collectively, “Honeyville”), and _____, a _____ with offices at _____, on behalf of itself and its Affiliates (collectively, “Counterparty”). Honeyville and Counterparty are referred to herein, individually, as a “Party” and collectively as the “Parties”. As this Agreement contemplates the mutual disclosure of Confidential Information (as defined below), each Party in its capacity as the discloser of information to the other Party will be referred to herein as the “disclosing Party” and each Party in its capacity as the recipient of information from the other Party will be referred to herein as the “receiving Party”.

Whereas, both Parties anticipate having discussions regarding a possible business arrangement between them (the “Purpose”); and

Whereas, each Party may wish to disclose certain Confidential Information to the other Party, in accordance with the terms herein;

Now, therefore, in consideration of the disclosure of Confidential Information (as defined herein), both Parties covenant and agree as follows:

1. **Definitions.** As used herein, “Confidential Information” means all non-public or proprietary information disclosed or furnished by the disclosing Party to the receiving Party, or otherwise obtained by the receiving Party from the disclosing Party, other than information as exempted from this Agreement in Section 4 below, including by way of example and not limitation any business, technical (software or otherwise), marketing, sales, financial or other information, whether in electronic, oral, written or other form or medium, including memoranda, summaries, notes, analyses, compilations, code, studies, drawings, or other documents containing or reflecting Confidential Information of the disclosing Party, whether or not marked or identified as “confidential”, “proprietary” or the like.
2. **Confidentiality and Non-Use Obligations.** The receiving Party agrees that, for a period of five (5) years from the date of its receipt of Confidential Information from the disclosing Party, or for such longer period as specified in Section 5 below, (i) it will use the Confidential Information solely in connection with its evaluation of potential agreements, business discussions and actual agreements with the other Party, and the receiving Party’s proper exercise of its rights and obligations under such agreements; and (ii) it will not distribute, disclose or disseminate Confidential Information to anyone except its Affiliates, and to employees, agents, and advisors (collectively, “Representatives”) who need to know such Confidential Information for the Purpose, provided that such parties have been informed of and have agreed to abide by the terms of this Agreement (or in accordance with confidentiality terms at least as restrictive as those contained in this Agreement). The receiving Party will use the same care and discretion to avoid disclosure, publication, or dissemination of the Confidential Information as it uses with its own information of similar

sensitivity that it does not wish to disclose, but in no event less than a reasonable degree of care. The receiving Party shall be liable for any breach of this Agreement by its Representatives.

An “Affiliate” of a Party means an entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Party; and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting stock, ownership interest or securities, by contract or otherwise.

3. No obligation of confidentiality applies to any Confidential Information that the receiving Party can show:
 - (i) is, or becomes, publicly available without breach of this Agreement, but only from the date it becomes so available;
 - (ii) was rightfully in the possession of the receiving Party without obligation of confidentiality prior to receiving it from the disclosing Party;
 - (iii) was rightfully disclosed to the receiving Party by a third party without obligation of confidentiality;
 - (iv) is independently developed by the receiving Party without use of the Confidential Information; or
 - (v) is disclosed by the receiving Party with the disclosing Party’s prior written consent.
4. Notwithstanding the foregoing, the receiving Party may disclose that portion of Confidential Information that is required by law to be disclosed, such as by subpoena, judicial or administrative order, provided that, if legally permissible, the disclosing Party is first given notice of the required disclosure and an adequate opportunity to seek appropriate legal relief to prevent such disclosure or limit use and further disclosure of the Confidential Information. If, in the absence of such legal relief or other remedy, the receiving Party is nonetheless required to disclose any part of the Confidential Information, it may disclose such Confidential Information without liability hereunder, provided that it shall furnish only such portion of the Confidential Information of the disclosing Party that the receiving Party determines in good faith is legally required to be disclosed.
5. This Agreement will commence on the Effective Date and will expire one year from that date, unless the Parties agree in writing to extend such term; provided, however, that either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party. The non-disclosure and non-use obligations set forth in Section 2 above will survive the expiration or termination of this Agreement. Notwithstanding the five-year non-disclosure period specified in Section 2, the non-disclosure restrictions contained in this Agreement will continue with respect to any Confidential Information that constitutes a “trade secret” under applicable law, for as long as such information remains a trade secret.
6. Neither this Agreement nor the disclosure or receipt of Confidential Information constitutes or implies a commitment by either Party to enter into any business transaction with the other Party. This Agreement does not create any obligation for either Party to disclose any Confidential Information or to accept any Confidential Information from the other Party.
7. Confidential Information ownership shall not change as a result of this Agreement and shall remain the property of the disclosing

Party. Nothing in this Agreement shall be construed as a grant of any license to any patent, copyright, trade secret or other intellectual property of the disclosing Party.

8. The disclosing Party warrants that it has the right to disclose Confidential Information to the receiving Party. All Confidential Information is provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. The disclosing Party does not represent or warrant the accuracy or completeness of the Confidential Information, or that any target dates will be met. Either Party may change or cancel its plans at any time. The receiving Party shall not export any Confidential Information of the disclosing Party.
9. This Agreement constitutes the complete and full understanding of the Parties concerning the subject matter hereof. Any amendment to this Agreement must be in a subsequently dated writing specifically referencing this Agreement and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver thereof.
10. Promptly following a written request from the disclosing Party, all Confidential Information in the possession of the receiving Party shall at the receiving Party's option either be returned to the disclosing Party or destroyed (as certified in writing by receiving Party); provided, however, that the receiving party may retain Confidential Information on its back-up servers that are not reasonably accessible, in the ordinary course of business, as well as one copy in a secure location for archival purposes, to comply with its record retention policies and applicable legal, regulatory, or professional obligations. Such retained Confidential Information shall remain subject to the terms of this Agreement.
11. Subject to Section 3, neither Party will disclose the subject matter of this Agreement, any terms of this Agreement or the content or substance of any discussions between the Parties concerning this Agreement without the prior written consent of the other Party.
12. Each Party acknowledges and agrees that a breach of this Agreement would cause the disclosing Party to suffer irreparable damage that could not be adequately remedied by an award of damages. Therefore, a breach or threatened breach of this Agreement by the receiving Party shall entitle the disclosing Party, when seeking to enforce any of the provisions of this Agreement, to obtain immediate injunctive relief without the necessity of posting bond, to the extent permitted by law. Such injunctive relief shall be cumulative and not in lieu of any other remedies at law or in equity available to the disclosing Party.
13. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, any such provision(s) will be severed from this Agreement and the remaining terms of this Agreement will remain in full force and effect.
14. This Agreement is governed by and will be construed in accordance with the substantive and procedural laws of the State of Utah, U.S.A. without regard to or application of any conflicts of law principles. Any suits, actions and proceedings to enforce this Agreement will be brought and resolved in and by the courts of Salt Lake County, Utah, U.S.A. To the extent permitted by law, each Party hereby irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of such courts, (ii) waives any immunity to service

of process in respect of any such suit, action or proceeding to which it might otherwise be entitled, and (iii) waives any and all objections, claims and defenses that such venue and forum is/are improper or inconvenient. In the event of any lawsuit or legal proceeding arising out of or related to this Agreement or the rights or obligations of any Party under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of the prevailing Party's costs and expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.

15. This Agreement may be signed in two or more identical counterpart originals, all of which, when taken together, constitute the Agreement after a duly authorized representative of each Party has signed a counterpart. The Parties may deliver to each other this Agreement via electronic or facsimile transmission and return to each other their signed counterpart via electronic or facsimile transmission. When a counterpart is delivered and signed in this manner, the Agreement has the same force, effect and evidentiary value as if it were delivered by hand or via U.S. Mail or courier by a Party and as if it bore that Party's original signature.
16. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written approval, except that a Party may assign or transfer this Agreement, upon notice, to (a) a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such Party's assets, or (b) an Affiliate.

In witness whereof, the undersigned have executed this Agreement as of the Effective Date first above written.
Honeyville, Inc.:

By: _____

Title: _____

Print Name: _____

Counterparty:

By: _____

Title: _____

Print Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Dr. Suite 200 Salt Lake City UT 84047	CONTACT NAME: Christi Basden, CIC, CISR PHONE (A/C, No, Ext): 801-924-1400 E-MAIL ADDRESS: Christi_Basden@ajg.com		FAX (A/C, No): 801-924-1441													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Agribusiness Insurance Co</td> <td>28223</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Great American Alliance Insurance Company</td> <td>26832</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Agribusiness Insurance Co	28223	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Great American Alliance Insurance Company	26832	INSURER D :		INSURER E :		INSURER F :
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INSURER F :																
INSURED Honeyville Inc. 1040 West 600 North Ogden, UT 84404	HONEINC-02															

COVERAGES

CERTIFICATE NUMBER: 355332167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPP117351C	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$3,000 <input checked="" type="checkbox"/> Coll: \$3,000			CPP117351C	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU117351B EX-9S918500-22-NF	10/1/2023 10/1/2023	10/1/2024 10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$5M xs \$5M Liability \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCF107452-00	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property In Transit			COP117351B	10/1/2023	10/1/2024	Limit \$250,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Honeyville, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1040 W. 600 N.	Requester's name and address (optional)
6 City, state, and ZIP code Ogden, UT 84404	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
8	7		0	2	9	1	6	9	3		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of December 9, 2020.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged or is registered as a

Wholesaler

Retailer

Manufacturer

Seller

Lessor (see notes on pages 2–4)

Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		NE	
AR		NV ¹⁹	
AZ ²		NJ	
CA ³		NM ^{4,20}	
CO ^{4,5}		NC ²¹	
CT ⁶		ND	
FL ⁷		OH ²²	
GA ⁸		OK ²³	
HI ^{4,9}		PA ²⁴	
ID ¹⁰		RI ²⁵	
IL ^{4,11}		SC	
IA		SD ²⁶	
KS ¹²		TN ²⁷	
KY ¹³		TX ²⁸	
ME ¹⁴		UT	
MD ¹⁵		VT ²⁹	
MI ¹⁶		WA ³⁰	
MN ¹⁷		WI ³¹	
MO ¹⁸			

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: _____

Date: _____

Honeyville Distribution – Non-Stock/Custom Items

MIN/MAX INVENTORY AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, between _____ (“Buyer”), having its principal office at _____ and Honeyville, a Utah Corporation, having its principal office at 1040 West 600 North, Ogden, UT 84404 (“Seller”).

- 1) The parties shall mutually agree upon minimum and maximum inventory levels for each of Buyer’s non-stock/custom products specified below. Seller shall maintain program inventory levels between the agreed to minimum and maximum levels listed below. Unless specifically authorized in writing by Buyer’s authorized representative, Seller agrees that the purchase and inventory of quantities beyond the maximum limit are at the Seller’s exclusive risk.
- 2) There may be an initial lead time of up to 4~6 weeks (or longer) for the Seller to bring the items in-to-stock to the mutually agreed to min/max inventory levels.
- 3) The Seller will monitor inventory levels in relationship to monthly minimum commitments and production schedules. Further, Buyer will notify Seller of any changes in product usage, so that the inventory levels may be revised accordingly.
- 4) Price revisions will be implemented on 30 days written notice. If price revisions are not accepted, Buyer must withdraw all remaining inventories within 30 days of revision notice at the pre-revision price. Any inventory shipped after the revision notice period will be billed at the new price.
- 5) Buyer will manage min/max inventory levels so that it turns a minimum of six (6) times per year. The Buyer agrees to pay to Seller a per pallet storage fee and a cost of capital factor for any inventory item older than 40-days. The storage charge will consist of a pallet fee of \$5 per week. The cost of capital factory will be 0.5% of the value of the inventory.
- 6) This Agreement may be terminated by either party with a 10 days advance notice. Upon termination, Buyer shall be liable to purchase all non-stock/custom goods and special packaging materials that are on-order, in-transit or on hand as inventory within thirty (30) days of termination date. The purchase price shall be the price at the time of termination as well as a storage and cost of capital fees until the goods are moved from Seller’s warehouse. Seller reserves the right to immediately bill Buyer for any product that remains unshipped beyond the above stated 30 days after termination.

Seller: Honeyville
Name: _____
Title: _____

Buyer: _____
Name: _____
Title: _____

Signature: _____

Signature: _____

