

GENERAL COLLABORATION AGREEMENT

THE PRESENT GENERAL COLLABORATION AGREEMENT IS
BETWEEN:

THE HIGHER TECHNOLOGICAL INSTITUTE OF HUICHAPAN
(ITESHU), REPRESENTED BY ITS GENERAL DIRECTOR AND
LEGAL REPRESENTATIVE, MTRA. IMELDA PÉREZ ESPINOZA A
HIGHER EDUCATION INSTITUTION ORGANIZED AND EXISTING
UNDER THE LAWS OF MEXICO WITH ITS HEAD OFFICE LOCATED
IN MEXICO CITY.

DOMICILIO CONOCIDO S/N
EL SAUCILLO, HUICHAPAN, HGO. MEXICO

AND:

STAR SNAX, A COMPANY ORGANIZED AND EXISTING UNDER
THE LAWS OF THE [STATE/PROVINCE] WITH ITS HEAD OFFICE
LOCATED IN CONOVER, NORTH CAROLINA, USA, AND
REPRESENTED BY ITS LEGAL REPRESENTATIVE.

STAR SNAX
103 Somerset Dr. NW
Conover, NC, USA 28613

THE PRESENT AGREEMENT IS BETWEEN THE TWO PARTIES ABOVE
MENTIONED WHO WISH TO ENTER INTO A WORKING RELATIONSHIP
TOGETHER AND THE PRESENT AGREEMENT SHALL OUTLINE THE
INTENTIONS AND GOALS AS WELL AS THE CONDITIONS OF THE FUTURE
WORKING RELATION BETWEEN THE PARTIES.

DECLARATIONS

I.- ABOUT "ITESHU".

I.1.- It is a decentralized organization of the government of the state of Hidalgo with its own legal personality and assets, currently governed by the decree that repeals the modifying decree dated August 21, 2006, dated July 25, 2016 duly published in the Official Newspaper of the State of Hidalgo on August 1, 2016.

I.2.- Which aims to provide higher education to competent and innovative professionals with critical thinking, ethical, civic and cultural sense that contribute to

scientific advances through the provision of services and technology transfer to solve problems, with full respect to diversity, to the gender perspective and firm social responsibility for the state, national and international development.

I.3.- That in order to fulfill its purpose it has, among others, the power to celebrate, through its legal representative, agreements with public, private, national and foreign organizations.

I.4.- That its legal representative is its General Director, MTRA. IMELDA PÉREZ ESPINOZA, who is authorized to sign this agreement. Likewise, stating under oath that said personality has not been revoked, limited, or modified in any way and that she has an appointment legally issued in her favor by Mr. Omar Fayad Meneses, Constitutional Governor of Hidalgo, dated August 15, 2022.

I.5.- That the interest of (ITESHU) in celebrating this Collaboration Agreement is with the purpose of contributing to the development of projects, programs, agreements, and other actions in the scientific and technological academic areas of interest to both parties.

I.6.- That for the purposes of this agreement, the legal address is designated as the one located at a known address, in the community of El Saucillo, Municipality of Huichapan, State of Hidalgo; Zip Code 42411.

II.- On behalf of Star Snax, Scott Watson declares that he/she is of legal age, with full capacity to contract and be bound in his/her own name.

II.1.- That he/she is currently the site Director of Star Snax which is currently dedicated, among other things, to manufacture and distribute tortilla snacks, whose mission is to provide healthy snack foods to the north American snack food industry.

II.2.- That Star Snax has the capacity, preparation, infrastructure and sufficient equipment to fulfill the purpose of this agreement, in addition to being incorporated to the corresponding competent authorities and from which it has obtained the permits, licenses and documentation that are necessary to carry out the activities to which it is dedicated and that attaches the suitable documents that prove such assertion, which form an integral part of this agreement.

II.3.- That the entity is legally incorporated and has a Tax ID Number issued by the United States Internal Revenue Service (IRS) whose legal owner is Our Home.

II.4.- For legal purposes arising from this agreement, the address is indicated at: 103 Somerset Dr, Conover, North Carolina 28613 Phone: 828-261-0255

II.5.- That Star Snax brand has an interest in celebrating this agreement to establish the bases of collaboration between the parties.

III.- Both parties declare:

1. That they mutually recognize the legal capacity to act upon this agreement and are also are aware of its scope and content.

2. Since "ITESHU" meets all the legal requirements set forth in its corresponding policies and practices, as well as Star Snax, and all other provisions to which they are obliged, it is their will to commit to the following:

CLAUSES

First. Object

The purpose of this Collaboration Agreement is the establishment of Academic, Scientific, Cultural and Exchange collaboration relationships between "ITESHU" and Star Snax in order to carry out programs aimed at training high-level human resources, as well as carrying out scientific research and technology development projects, in addition to participating in joint activities.

Second. Specific Programs

To implement the purpose of this Collaboration Agreement, the parties undertake to present specific work actions, to collaborate on tasks of mutual interest, which must be approved by both organizations, will be elevated to the category of specific collaboration agreements in separately from this instrument but having the character of technical attachments or Specific Agreements to it.

Third. Content, Funding and Budget of Specific Programs

The Technical Attachments or Specific Agreements will describe with complete precision the responsibility of each of the parties regarding the budget for each activity, definition of funding sources, researchers and students involved, facilities and equipment to be used, calendar of academic activities and research, copyright, patents and other aspects inherent to their scope. And once signed by the institutional authorities, they will become a legal part of this instrument. In succeeding years of this Agreement, the Parties shall work together to develop a mutually agreeable annual Budget modelled on Attachment "x".

Forth. Powers and Obligations of the parties.

For the fulfillment of the purpose established in the first Clause hereof, "ITESHU" and Star Snax agree to develop activities such as, but not limited to, those mentioned below:

a. Promote Postgraduate studies to train competitive and mutually beneficial human resources.

- b. Promote student mobility, dual education programs, the exchange of scientific and technological research.
- c. Design and conduct joint research in areas of common interest.
- d. The exchange of personnel to participate in conferences, symposiums, workshops, research seminars and research and teaching proposals that consolidate the academic relationship.
- e. Collaborate with staff, facilities, and equipment to carry out the work required for the development of the programs and projects, covered by this collaboration agreement as long as this does not interfere with the execution of regular activities and functions.
- f. Facilitate ITESHU students and graduates internships and/or stays, to carry out research work to write bachelor's, master and doctoral theses.
- g. Advise and supervise the activities of visiting interns, during their internships in the facilities of the host institution and provide the benefits agreed for this purpose.
- h. Jointly develop projects, making academic staff available as advisors and participants in them.
- i. Develop in the academic area a wide variety of collaboration forms that include distance training and education, as well as the implementation of specific programs to provide courses, diplomas and master degrees jointly.
- j. Grant certificates, diplomas and recognitions to the participants from the events derived within this agreement, where appropriate and in accordance with the applicable regulations.

Fifth. Employment Relationship

The parties agree that the personnel provided by each of them for the execution of this Agreement will be understood to be related exclusively to the one that employed them; Therefore, each of them will assume their responsibility for this concept and under no circumstances will they be considered joint or subsidiary employers.

Sixth. Copyright and Ownership

In all publications that are produced by any means of dissemination as a consequence of the commitments made by the parties in this Agreement, as well as the printed material derived from them, copyright will be respected in accordance with the Law on the matter. Of the materials that are prepared as a result of the joint activity of the parties and with regard to the ownership of industrial rights, which could arise from the work and research, both parties jointly or separately carry out the monitoring. of the corresponding records. Neither party may publish research pertaining to both parties without the consent of the other party.

Seventh. About Financing and Resources

Both parties will seek, jointly or separately, before other institutions and government agencies or international organizations, to obtain the necessary resources for the development of programs related to the specific collaboration agreements, in the event that said resources cannot be obtained. be separated totally or partially, jointly or equitably by the parties.

Eighth. Civil Liability

It is expressly agreed that the parties will not have civil liability for damages that may be caused as a result of an act of God or events of force majeure.

Ninth. Amendments of Agreement or Additions

This Agreement may be modified or added totally or partially by agreement of the parties. The amendments or additions must be recorded in a written agreement and will form part of this instrument included in an attachment, without implying the novation of those obligations that are not subject to modification or addition.

Tenth. Period of Validity

1.- This agreement will be valid from the date of its signature and until December 31st, 2025, which may be modified with the express consent of the parties.

2.- The parties agree that even when this agreement concludes its validity, they will carry out each and every one of the agreed obligations.

3.- This Legal Act will cease to have legal effects when so determined by the parties by mutual agreement, and must be stated in writing signed by the parties or when one of them communicates in writing to the other its desire to terminate it, in this case, the effects will cease thirty days after receiving the notification, without prejudice to compliance with the specific collaboration agreements in progress, unless otherwise agreed.

Eleventh. Termination

The parties agree that any of them may terminate their presentation in this Agreement early by means of written notification to the counterpart, which must be made at least sixty business days prior to the date they intend to stop collaborating.

Doubts and controversies that may arise due to the interpretation and compliance of this Collaboration Agreement will be resolved by mutual agreement between the parties.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, USA, which law shall prevail in the event of any conflict of parties.

The parties hereto acknowledge that they requested that this Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in English, and that any proceedings between the parties relating to this Agreement be drafted in English.

Twelfth. Alternative Dispute Resolution

The parties to this Agreement agree to attempt in good faith to resolve any conflicts, disputes, or claims arising out of this Agreement by negotiation between the parties. If applicable, the parties agree to consider the utilization of Alternative Dispute Resolution (ADR) procedures in situations concerning disputes between the parties.

Thirteen.

This represents the entire agreement, and no other obligations are required.

Aware of the content, scope and legal force of each and every one of the preceding clauses, they sign in duplicate in the margin and underpinning of this agreement in the city of Huichapan, Hidalgo on August 30, 2024 two thousand twenty-four.



IMELDA PÉREZ ESPINOZA
GENERAL DIRECTOR


INSTITUTO TECNOLÓGICO
CITESHU
SUPERIOR DE HUICHAPAN




SCOTT WATSON
SITE DIRECTOR PLANT MANAGER


STAR SNAX LLC

CCT SEP 13 2024 EIT0002C

WITNESSES



FRANCISCO URIEL CAMACHO ARANDA
DEPUTY DIRECTOR OF LIAISON



LENORE ALNUTT
PAYROLL MANAGER