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CONTINUING GUARANTY

The undersigned, **SK picglobal CO.,LTD.** (“Seller”), hereby states that each and every article subject to the Federal Food Drug and Cosmetic Act, as amended, and contained in and comprising each shipment hereafter made by Seller, to or on the order of **Customer** (“Buyer”), is hereby guaranteed, as of the time and place of such shipment, to be:

1. Not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act, as amended (“FFDCA”) (if applicable);
2. Not an article which may not, under the provisions of Section 404 of the FFDCA, if applicable, be introduced into interstate commerce; and
3. If an article which is or which contains a color additive, such color additive (where color additive regulations require certification) is or will be from a batch certified by the Seller, its subsidiaries, if any, or its suppliers, in accordance with the FFDCA.

All domestic and foreign facilities that were engaged in the manufacture, processing, packing or holding of each and every such article (excluding only “food contact materials” as defined) are registered with the U.S. Food and Drug Administration as required by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 and regulations promulgated thereunder (the “Bioterrorism Act”). Seller will comply with all the recordkeeping requirements of the Bioterrorism Act applicable to “Non-Transporters” with respect to the Product.

In no event shall Seller be liable to Buyer, or to any other person or entity, for any indirect, incidental, consequential, special, punitive or exemplary damages of Buyer or any other person or entity, including, without limitation, lost profits, lost business, damage to goodwill or reputation and/or degradation in value of brands, trade names, trademarks, service names or service marks, whether arising out of breach of contract, warranty, tort (including, without limitation, negligence, failure to warn or strict liability), contribution, indemnity, subrogation, or otherwise.

This Guaranty covers only articles shipped by SK picglobal CO.,LTD. and shall not extend to the benefit of persons or entities other than Buyer. This is a continuing guaranty, subject to revocation by Seller upon written notice to Buyer.

A handwritten signature in black ink, appearing to read 'D. S. Kang'.

Quality Assurance Manager

D. S. Kang

Jan 02, 2024