

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“Agreement”) establishes the terms under which the parties hereto agree that **Perfect Day, Inc.** with registered offices at 740 Heinz Avenue Berkeley CA 94710 (hereinafter referred to as "**PerfectDay**") shall provide **UNILEVER U.K. CENTRAL RESOURCES LIMITED**, a company incorporated in England and Wales (registered under number 00029140) and whose registered office is at Unilever House, 100 Victoria Embankment, London EC4Y 0DY, UK and **CONOPCO INC., d/b/a UNILEVER**, a New York corporation with its registered or primary business address at 40 Merritt Boulevard, Trumbull, CT 06611, USA (hereinafter jointly and severally referred to as "**Company**") with the materials set forth on Exhibit A (hereinafter, together with any modifications, formulas or derivatives thereof, and any documentation related thereto, and collectively referred to as "**Material**"). The parties agree that all Material supplied by Perfect Day to Company during the Term and for the purpose of the Evaluation, whether free of charge or pursuant to a purchase order, shall be subject to the terms of this Material Transfer Agreement and Perfect Day and Company agree that the rights, restrictions and obligations set forth in this Material Transfer Agreement shall apply to any Material supplied by Perfect Day to Company during the Term for purposes of the Evaluation.

PerfectDay and Company are jointly referred to herein as “**Parties**”.

1. Use of the Material

- 1.1 PerfectDay grants Company a limited, non-exclusive, royalty-free license to use the Material during the Term solely to evaluate the Materials for the purpose of entering into a potential business relationship for the supply of the Materials to Company by PerfectDay (the “**Evaluation**”). Company shall not use, or cause or permit the use of, the Material, directly or indirectly, except as expressly set forth herein.
- 1.2 Company shall not provide access to or otherwise transfer the Material, in whole or part, to any third party without the prior express written consent of PerfectDay. Company shall not market or sell the Material to any third party, or otherwise use the Material for any commercial purpose, including the incorporation of the Materials into products intended for commercial sale.
- 1.3 Company shall not analyze, attempt to identify, modify, decompile, sequence, seek to determine the structure of, or reverse engineer the Material, in whole or part.
- 1.4 Company shall use the Material in compliance with applicable federal, state, or local laws, regulations, rulings or ordinances.
- 1.5 Company shall not use any experimental data, results or other information obtained through the use of the Material (“**Results**”) for any purpose other than the Evaluation. At PerfectDay’s written request, Company shall share Results with PerfectDay, limiting such Results solely to the evaluation of the Material, without including information related to Company’s Intellectual Property (“**Company IP**”). For clarity, the Results shall not include any of the Company’s formulations, processes, or know-how used to evaluate and/or process the Material or any end-product application (all of which shall also be “**Company IP**”). Company shall not, without PerfectDay’s prior written consent, disclose any Results to any third party, except for Affiliates, Company shall be fully liable for and shall indemnify Perfect Day from any and all damages caused by any breach of such written agreement by such Affiliate or seek any intellectual property protection in or to any Results or Material, including, without limitation, any patent relating to or otherwise directed to the manufacture or use of the Material in conjunction or in combination with any other product or process

containing the Material or any portion or derivations thereof. As used herein the term “**Affiliates**” means any corporation or entity controlling, controlled by or under common control, directly or indirectly, with a Party, where “control” (including derivatives like “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management and policies (whether through ownership of securities or other ownership interests, by contract or otherwise).

- 1.6 Company may not subcontract any element of the Evaluation without the prior express written consent of PerfectDay. To the extent any such subcontractors are authorized by PerfectDay, Company shall (i) remain directly responsible to PerfectDay for the acts or omissions of each subcontractor and (ii) ensure that each subcontractor is bound in writing to terms equally as protective of PerfectDay as the terms and conditions of this Agreement (including, without limitation, as may be necessary to secure any rights from any such subcontractor for purposes of Section 3.3).

2. PerfectDay's Confidential Information

- 2.1 The Results, disclosed by the Company to Perfect Day (as defined in Section 1.5), any Improvements (as defined in Section 3.3) and the Material, including, without limitation, all technical and business information relating thereto and any and all intellectual property rights therein, with the exception of Company IP, and the existence and terms of this Agreement (hereinafter, referred to as “**Confidential Information**”), is highly confidential to PerfectDay. Company agrees to: (i) not disclose the Confidential Information except to its employees, Affiliates and agents who need to know it and have agreed in writing to keep it confidential; and (ii) not use or permit the use of Confidential Information except as explicitly set forth in Section 1 hereof, unless otherwise expressly agreed by PerfectDay in writing. These restrictions upon disclosure and use of Confidential Information shall extend beyond the term of this Agreement for a period of five (5) years, except that to the extent the Confidential Information constitutes a trade secret, the restrictions on use and against disclosure shall remain in perpetuity, or for so long as such Confidential Information remains a trade secret. For the avoidance of any doubt, any Confidential Information that constitutes a trade secret, shall be reduced in writing and labeled as “Trade Secret”, not later than the date of disclosure to Company. The provisions of this Paragraph 2.1 shall cease to apply to any specific portion of Confidential Information which is or later becomes available to the public through no fault of Company, is rightfully received by Company or its Affiliates from a third party having no obligation of confidentiality to PerfectDay, or is independently developed by Company or its Affiliates by personnel without use of any Confidential Information. Company may also disclose Confidential Information to the extent required by law after providing reasonable notice to PerfectDay and cooperating to obtain confidential treatment, and any such disclosure shall not otherwise alter Company’s obligations hereunder. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and PerfectDay may seek injunctive or equitable relief in a court of competent jurisdiction to protect its Confidential Information. In the event that the parties have executed a separate non-disclosure agreement (“NDA”), in the event of a conflict, this section shall apply to the Results, Improvements and the Material, in addition to the non-conflicting terms of such NDA.

3. Property Rights

- 3.1 The Material and Confidential Information will remain PerfectDay's sole and exclusive property. The parties further agree that all Results will be the sole and exclusive property of PerfectDay, and PerfectDay hereby grants Company a limited, non-exclusive, royalty-free license to use the Results during the Term solely for the Evaluation.
- 3.2 No rights, including under any patents, patent applications, trade secrets or other proprietary rights, are granted to either Party hereunder, except as explicitly set forth herein. No rights are provided to use the Material for profit-making or commercial purposes or for any purpose other than as expressly set forth herein or otherwise agreed by PerfectDay in writing.
- 3.3 Should Company's personnel modify the Material during the evaluation, and/or discover a new property of the Material during the evaluation, Company shall immediately notify PerfectDay of such modified Material or new property ("Improvements"). Any such Improvements resulting from the modification of the material are the sole and exclusive property of PerfectDay. For the avoidance of doubt, any modifications or developments to Company's food products made during the Evaluation, including the composition, manufacture, use and/or packaging of food products, shall not be considered as Improvements.

4. Express Disclaimer of Agency

- 4.1 It is specifically understood that under the terms of this Agreement that neither Party is the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any authority to assume or to create any obligation on behalf of or in the name of the other Party.

5. REPRESENTATIONS AND EXPRESS DISCLAIMER OF WARRANTY

- 5.1 THE MATERIAL IS SUPPLIED TO COMPANY "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAVE THAT THE MATERIAL HAS BEEN PREPARED WITH REASONABLE SKILL AND CARE AND IS FIT FOR HUMAN CONSUMPTION.
- 5.2 PERFECTDAY MAKES NO REPRESENTATIONS THAT THE USE OF MATERIAL WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHTS OF THIRD PARTIES.
- 5.3 EACH PARTY REPRESENTS THAT IT IS UNDER NO OBLIGATION INCONSISTENT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

7. Agreement Term and Termination

- 7.1 This Agreement shall become effective on the last date of execution of this Agreement by the parties hereto, and shall continue in effect for twelve (12) months thereafter, or until it is earlier terminated pursuant to section 7.2, or by written agreement by the parties hereto ("Term").
- 7.2 Either Party may terminate this Agreement at its discretion. The terminating Party will provide the other Party with a two (2) week written notice of such termination. Upon such termination, Company shall destroy or return any remaining Material, and Improvements and any copies of any Results, as directed by PerfectDay in its sole discretion. The foregoing return/destruction requirement shall not apply to backups of computer records maintained as

part of a reasonable IT policy always provided such records shall not be accessible or usable unless as necessary when computer records of the recipient are otherwise lost and then provided all obligations hereunder shall apply to any access and/or use thereof.

7.3 The rights and obligations of the parties and all provisions set forth herein shall survive any termination or expiration of this Agreement.

8. Notices

8.1 All further communications to PerfectDay regarding this Agreement should be directed to:

Perfect Day Inc.
Attn: Legal Department
740 Heinz Ave, Berkeley, CA 94710
LegalNotices@perfectdayfoods.com

8.2 All further communications to Company regarding this Agreement should be directed to:

Unilever Patent Group
Attn: Lead Patent Counsel F&R
Colworth Science Park, Sharnbrook, Bedfordshire MK44 1LQ, UK
patentgroup.global@unilever.com

9. Publicity

Neither Party will publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as may be required by law. In particular, no press releases will be made without the mutual written consent of each Party. Not limiting any of the foregoing and for the sake of clarity, neither Party shall in any way use the other Party's name, logo or any proprietary marks or share the existence of or publicize the Parties' business relationship for any purpose, including but not limited to marketing, without the other Party's prior written consent.

10. General

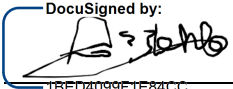
This Agreement shall be governed by the laws of the State of Delaware without regard to conflicts of law principles. Any suit or proceeding arising out of or relating to this Agreement will be commenced in the courts of Delaware, and each Party irrevocably submits to the jurisdiction and venue of those courts. No modification to this Agreement shall be valid unless in the form of an amendment executed by the Parties and attached hereto. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempt to do so will be void, except that, notwithstanding the foregoing, either Party without the other Party's consent may assign this Agreement to an Affiliate or any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of the relevant business of that Party. Any notice or consent under this Agreement will be in writing to the address specified below. No provision of this Agreement will be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving that provision and signed by a duly authorized officer of the waiving Party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

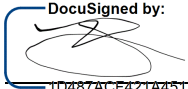
[Signature page follows]

IN WITNESS WHEREOF, PerfectDay and Company by their duly-authorized officers execute this Agreement.

UNILEVER UK CENTRAL RESOURCES LTD:

Perfect Day, Inc.

By: 
TBED4099F1E84CC...

By: 
1D487ACF421A451...

Name Andrew Sztehlo

Name Ryan Pandya

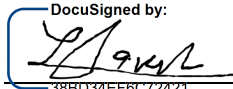
Title: R&D Vice President, Ice Cream, Unilever

Title: CEO

Date: 12/20/2021

Date: 12/20/2021

CONOPCO INC., D/B/A UNILEVER:

By: 
38BD34EF6C72421...

Name Leonardo Aquino

Title: R&D Director - F&R Division North America

Date: 12/20/2021

Exhibit A

1. Perfect Day milk proteins produced through fermentation.