EXCLUSIVE FOOD SUPPLY AGREEMENT

This Agreement is entered into on **April 6, 2025**, by and between:

HOLY CHILD CENTRAL COLLEGES, INC. (HCCCI), located in Surallah, South Cotabato, Philippines, represented herein by **Marivet S. Caballero, School President**, hereinafter referred to as the **"BUYER"**;

-and-

VF VET FARM, located in General Santos City, Philippines, represented herein by **Neil Del Rosario, Chief Operating Officer**, hereinafter referred to as the **"SUPPLIER."**

Both parties hereby agree to the following terms and conditions:

1. Exclusive Purchasing Commitment

HCCCI agrees to purchase its agreed food requirements exclusively from VF Vet Farm for the duration of this Agreement, provided that the SUPPLIER consistently meets the BUYER's requirements for product quality, availability, pricing, and delivery.

VF Vet Farm commits to supplying fresh, safe, and high-quality food products that comply with applicable food safety standards and the specifications agreed upon by both parties. All products must be properly handled, stored, and transported.

3. Delivery and Availability

VF Vet Farm shall deliver the agreed food products in the required quantities and within the mutually agreed schedule. If the SUPPLIER cannot provide the required products on time or meet the agreed quality standards, HCCCI may purchase the affected products from another supplier without violating this Agreement.

4. Pricing and Payment

The prices of the food products, delivery arrangements, and payment terms shall be mutually agreed upon by both parties. Any changes to the agreed prices must receive the prior approval of both parties.

5. Rejection of Substandard Products

HCCCI reserves the right to reject spoiled, damaged, contaminated, or substandard products. VF Viet Farm shall replace rejected products at no additional cost or provide an appropriate refund or credit, as mutually agreed upon by both parties.

6. Shared Sustainability and Ethical Sourcing Commitment

Both parties recognize that promoting sustainability is a shared responsibility and commit to incorporating environmentally responsible and ethical practices into their respective operations and procurement activities.

In this regard, both parties agree to:

a. Prioritize, whenever practicable, the purchase and use of products and materials from local, sustainable, and responsible sources.

b. Promote ethical sourcing practices by ensuring that products and materials are obtained from suppliers who observe fair business practices, responsible production methods, and applicable labor and environmental standards.

c. Encourage responsible resource utilization, waste reduction, and environmentally sound practices in the handling, packaging, storage, and delivery of products.

d. Extend their commitment to sustainability and ethical sourcing to their respective suppliers, outsourced providers, and relevant supply chain partners, encouraging them to adopt similar responsible practices; and

e. Cooperate in promoting sustainable procurement practices that support local producers, protect the environment, and contribute to responsible community development.

Both parties shall make reasonable efforts to ensure that their procurement and supply chain activities reflect these shared commitments.

7. Effectivity, Renewal, and Termination

This Agreement shall take effect on **April 6, 2026**, and shall remain valid for a period of one (1) year, until **April 5, 2026**. Thereafter, this Agreement shall be renewable annually upon the mutual agreement of both parties. Either party may terminate this Agreement by providing fifteen (15) calendar days' written notice to the other party, subject to the settlement of all outstanding obligations. Any renewal or amendment shall be documented in writing and acknowledged by both parties.

8. General Agreement

Both parties agree to act in good faith and fulfill their respective obligations under this Agreement. Any amendments shall be made in writing and approved by both parties. This Agreement shall be governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the terms and conditions stated herein on **April 6, 2025**.

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School President
HOLY CHILD CENTRAL COLLEGES, INC. (HCCCI)

[illegible]
Chief Marketing Officer
VF VET Feeds