

EXHIBIT 2001



**MASTER CONTRACT MANUFACTURING
SERVICES AGREEMENT**

THIS MASTER CONTRACT MANUFACTURING SERVICES AGREEMENT made this 1 day of ~~Dec~~, 2018, (the "Effective Date") by and between *Sanastar, Inc.*, a Florida corporation doing business as *WizKid Products*, having its principal office at 5079 North Dixie Highway, Suite #303, Oakland Park, Florida 33334 (hereinafter "Wizkid") and *Fresh Products LLC*, an Ohio limited liability company, having its principal offices at 4010 South Avenue, Toledo, Ohio 43615 (hereinafter "Fresh" or "Manufacturer") ("Wizkid" and "Fresh" collectively are sometimes hereinafter referred to as "parties").

RECITALS

WHEREAS, Wizkid Products is engaged in the production, sale and distribution of innovative janitorial products, including WizKid antimicrobial restroom mats and The Splash Hog urinal screen;

WHEREAS, Fresh is an innovative odor control and air freshening manufacturer with production facilities located in Toledo, Ohio;

WHEREAS, the parties previously entered into a certain agreement dated May 16, 2016, for the development and production of WizKid's Splash Hog product (the "Wiz Kid-Fresh Buy/Sell Agreement"), pursuant to which Fresh manufactured hot stamped, scented urinal screens on behalf of WizKid;

WHEREAS, the parties desire to enter into this Master Contract Manufacturing Services Agreement (hereinafter known as "Agreement") in order to both: i) nullify the existing agreement between the parties ("WizKid-Fresh Buy/Sell Agreement dated May 16, 2016"); and ii) provide new terms and conditions for the Agreement between the parties;

WHEREAS, WizKid wishes to contract with Manufacturer for the production of urinal screens and related products (the "Products") and Fresh wishes to manufacture Products for WizKid subject to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, it is agreed as follows:

AGREEMENT

1. **Term.** The Term of this Agreement will commence as of the Effective Date and will continue herein under the terms of this Article. Subject to the provisions of this Article, provided that no event of default (as defined below) has occurred and is continuing the Agreement shall continue until either party gives Notice of Termination as defined below. WizKid and Fresh shall have the right to terminate this Agreement with or without cause by providing the other party with ninety (90) days written notice.

The following constitutes an event of default under this Agreement and either party may immediately terminate this Agreement if said default is not timely cured: (a) If WizKid fails to pay any funds owing to Manufacturer pursuant to this Agreement within ninety (90) days of when due and does not cure such failure by providing payment within ten (10) days of being notified by Manufacturer; or (b) If either party fails to materially perform or observe any material term, condition, agreement or covenant in this Agreement, and such default is not remedied within thirty (30) days after written notice thereof from the non-defaulting party, unless such default is curable but is not capable of being cured through the defaulting party's diligent and continuous effort within such thirty (30) day period, and such party immediately commences to cure such default, and thereafter applies its diligent and continuous best efforts to cure such default, and does in fact cure such default within sixty (60) days of the initial notice of default.

2. **Manufacture of Products and Pricing.** During the Term of this Agreement, Manufacturer shall manufacture and supply the Products to WizKid, such products as the parties may agree to from-time-to-time. The parties acknowledge that this Agreement shall provide the general terms and conditions agreed to by the parties, and that specific terms and conditions regarding specifications, pricing and other product specific terms shall be set forth in a Statement of Work (SOW) attached (one per product line) to this Agreement.

Upon request by WizKid, Manufacturer will provide samples, at no cost to WizKid, to confirm that a production error has been remedied, that a specific manufacturing request has been performed accurately or when a new product is being produced. Said samples must be approved by WizKid before Manufacturer continues with production. No Products shall be manufactured hereunder except on WizKid's prior written directions. Products manufactured pursuant to this Agreement shall only be manufactured and/or sold for the account of WizKid and may not be offered for sale, sold, transferred, distributed, shipped or disposed of in any way or to any person or entity without the prior written instruction, direction and authorization of WizKid. Manufacturer shall not subcontract for the manufacture of Products without WizKid's prior written consent. Any violation of this provision is a material breach of this Agreement.

3. Orders. WizKid will submit orders for Products to Manufacturer by submitting a purchase order ("Order"). The terms of any such Order are governed by the terms and conditions of this Agreement as it may be amended from time to time (the "Terms"). With respect to any Order, the parties shall only be bound by this Agreement and the applicable issued Order. All orders between the parties must be submitted on the requisite Order form attached hereto as Exhibit B and sent to Manufacturer by email or P.O. Revision. No other form of order request is acceptable or binding unless otherwise agreed to in writing by the parties. Each Order hereunder shall be deemed separate and severable and not part of one or more installment contracts. In the event that an Order contains terms and conditions that are deemed at variance with this Agreement, the latter shall govern.

4. Delivery. Manufacturer shall ensure that each Order received from WizKid is timely filled and that the Products are delivered within the agreed upon delivery schedule. Manufacturer shall ensure that all Products delivered to WizKid are invoiced and packaged in accordance with the applicable Order and all applicable U.S. and local laws. Manufacturer shall bear the risk of loss of, or damage to the Products until actual receipt, inspection and acceptance by WizKid or subpurchaser (party intended to receive the shipment of products) designated in said Order.

5. Quality Control. Manufacturer shall ensure that the Products meet or exceed all of WizKid's specifications and standards. To the extent applicable, Manufacturer shall also ensure that the Products meet or exceed all government requirements (including but not limited to rules, regulations and standards issued pursuant to the Consumer Product Safety Act, California Safe Drinking and Toxic Enforcement Act, any other applicable federal or state law, or by the U. S. Federal Trade Commission, Environmental Protection Agency, Consumer Product Safety Commission, and any other federal or state agency). WizKid will provide any necessary labeling requirements. All of the aforementioned is subject to WizKid's prior review and approval as to quality. Without limiting the foregoing, the Products shall be of high quality as to workmanship, fit, design and materials used therein. Manufacturer shall submit pre-production samples to WizKid for its review and approval. Manufacturer will ensure that the Products are at least equal in quality, workmanship, appearance, fit, design and material to the pre-production samples approved by WizKid. WizKid's payment for, retention, use or acceptance of the Products shall not be deemed a waiver of WizKid's rights to inspect the Products at any reasonable time or place and in any reasonable manner, nor shall such payment for, retention use or acceptance of the Products by WizKid be deemed a waiver of any breach of any representation or warranty.

Manufacturer warrants to WizKid that (the "Product Warranty"): for the period provided by applicable law the Products will: (a) conform, in all material respects, to the specifications, standards, drawings, samples, descriptions, quality requirements, performance requirements, statements of work, and fit, form and function requirements furnished, specified or approved by WizKid for the Product; (b) conform with WizKid's quality standards; (c) be merchantable (as such term is defined in the UCC) and free from defects, latent or otherwise, in design, materials, and workmanship; (d) not infringe upon, violate or misappropriate the Intellectual Property Rights of any Person; (e) be fit

and sufficient for the particular purpose intended by WizKid and its customers, of which the Manufacturer is aware (and Manufacturer acknowledges that it knows of WizKid's intended use of the Products and that such Products have been selected, designed, manufactured or assembled by Manufacturer based upon WizKid's stated use and will be fit and sufficient for the particular purposes intended by WizKid); and (d) comply with all applicable Laws.

The Product Warranty (a) is in addition to all other warranties, express, implied, statutory and common law, (b) extends to the Products' future performance, (c) survives Manufacturer's delivery of the Products, WizKid's receipt, inspection, acceptance, use of the Products and payment for the Products, and the termination or expiration of this Agreement, (d) inures to the benefit of WizKid and its successors and assigns and (e) may not be limited or disclaimed by Manufacturer. WizKid's approval of Manufacturer's designs, materials, processes, drawings, specifications or similar requirements will not be construed to relieve Manufacturer of any warranties. Manufacturer shall transfer and assign to WizKid all of its rights (but not any obligations) under all warranties from equipment or material manufacturers or suppliers, permitted subcontractors or other third parties. Any applicable statute of limitations on WizKid's claims for breach of warranty will commence no earlier than the date on which WizKid discovers the breach.

6. Labor Standards. Manufacturer shall ensure that (i) it does not employ child labor or workers younger than permitted in the country of manufacture, (ii) it does not utilize forced, convict, prison or indentured labor, (iii) all laws in the country of manufacture relating to working conditions, hours and wages are observed; and (iv) it does not engage in any labor practice that violates the laws of the country of manufacture.

7. Inspection and Acceptance. Products purchased are subject to WizKid's inspection and approval at destination. If WizKid determines any of the Products to be non-conforming, defective or otherwise not in compliance with this Agreement due to an error in production or shipping by Manufacturer:

(a) Products will be returned at Fresh's risk, and all handling and transportation expenses, both ways, will be assumed by Fresh.

(b) Fresh shall have twenty (20) days upon receipt of written rejection to replace the Products with conforming Products;

(c) Once Products have been rejected by WizKid and returned for replacement, it will be essential that Fresh receive new shipping instructions from WizKid before making the replacement;

(d) In the event Manufacturer cannot provide conforming Product(s) within twenty (20) days following rejection, Manufacturer is in default of this Agreement and WizKid may terminate the agreement immediately without further notice or any requirement to provide Manufacturer more time to cure pursuant to any other section of this Agreement.

Notwithstanding any other provisions of this Agreement, WizKid has the right to inspect the Products prior to payment and acceptance.

8. Ownership and Bailment of Tooling, Dies, Equipment. Manufacturer acknowledges that WizKid may from time-to-time place certain equipment, tools, dies, materials (collectively "WizKid Equipment") at Manufacturer's Facility for purposes of its performance under this Agreement, hereto, thereby creating a legal bailment. WizKid will bear the cost of transportation, packing, transportation insurance arising in connection with the delivery of the WizKid Equipment under the Agreement.

Manufacturer acknowledges and agrees that WizKid has sole ownership of the WizKid Equipment. Manufacturer acknowledges and agrees that it shall use the WizKid Equipment **solely and exclusively** in the manufacturing of the Product for WizKid. Manufacturer shall keep records from the date of acceptance of the WizKid Equipment including its use, maintenance, repair and/or replacement, and other items as may be requested by WizKid from time to time. WizKid has the right to inspect the WizKid Equipment at any time.

Manufacturer will maintain the WizKid Equipment in a reasonable and prudent manner, including periodic calibration in conformance with applicable standards. Manufacturer must notify WizKid immediately if any piece is damaged or otherwise in need of alteration or repair. Manufacturer shall use vendors directed by WizKid, the cost of which shall be separately borne by WizKid. Manufacturer will be responsible for all damage or destruction of equipment while in Manufacturer's possession resulting from disaster, Act of God or Manufacturer's employees, owners, independent contractors or consultants' neglect or negligence.

9. Confidentiality. Each Party recognizes that the proprietary information relating to the other Party or any of its affiliates, which each Party may learn, is the valuable property of the other Party. Each Party acknowledges the need to preserve the confidentiality and secrecy of such information as well as all information regarding the terms and provisions of this Agreement. This information includes but is not limited to the existence of this Agreement, the designs, drawings, material and manufacturing specifications, intellectual capital, trade secrets, patents, as well as financial, business, marketing and product development information (collectively "Confidential Information"). Thus, during and after the Term, neither Party nor its respective officers, directors, employees, agents and representatives will use or disclose any Confidential Information except as necessary for the operation of the business of the Agreement or pursuant to Court Order, or as otherwise required by law or by prior written consent of the Parties. The Parties shall take all reasonable steps necessary to ensure that any permitted use of the Confidential Information preserves such confidentiality and secrecy. The obligations set forth in this Article 9 shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAWS AND REGULATIONS

10.1 **General compliance with laws.** Both parties will comply with applicable laws and regulations, including but not limited to all applicable federal, state and local laws, orders, rules and regulations, and all applicable jurisdictions' rules and regulation concerning freedom of association, wages and working hours, safety and health, anti-discrimination and humane treatment of workers.

10.2 **Specific Compliance by Manufacturer.** Manufacturer specifically acknowledges and warrants that it will comply with all import and customs laws, regulations and administrative determinations of the importing country. Manufacturer must comply with the security criteria of any supply chain security government program of the importing country. If Manufacturer is the exporter of record, Manufacturer must obtain all export authorizations from the governments that may be required to lawfully make such shipments. Manufacturer agrees that it and each subcontractor shall to the extent applicable by law comply with all applicable executive orders, laws and regulations relating to any of the above.

11. **Non-Competition.**

11.1 That, for the period of this Agreement and for one (1) years thereafter, the Manufacturer will not engage in or in any way, directly or indirectly, own, manage, operate, control or otherwise advise or assist or be actively connected with, directly or indirectly, any enterprise that engages in, or otherwise carries on, the sale of urinal screens that extend up the back wall of the urinal.

11.2 Because the breach or anticipated breach of the restrictive covenant provided for in this Section will result in immediate and irreparable harm and injury to WizKid, for which it will not have an adequate remedy at law, Manufacturer agrees that WizKid shall be entitled to relief in equity to either or both temporarily and permanently enjoin such breach or anticipated breach and to seek any and all other legal and equitable remedies to which WizKid may be entitled.

11.3 It is acknowledged and agreed that, although the parties hereto agree the restrictions contained in this Section are reasonable in the context in which made, if a final judicial determination is made that the time, territory, scope or any other restriction contained in this Section is unreasonable or otherwise unenforceable, neither this Agreement nor the provisions of this Section shall be rendered void, but shall be deemed amended to apply as to such maximum scope, time and territory and to such other extent as such Governing Authority may judicially determine or indicate to be reasonable, or, if such Governing Authority does not so determine or indicate, to the maximum extent that any pertinent statute or judicial decision may indicate to be a reasonable restriction under the circumstances involved, and, as so modified, the restrictions contained in this Section shall be binding and enforceable.

12. Indemnity. Manufacturer shall defend, indemnify and hold harmless WizKid from any and all claims, liability, loss, damage, reasonable attorney's fees or expenses arising by reason of (i) the breach of any of the terms in this Agreement; (ii) the negligent or intentional acts or omissions of Manufacturer or any Associated Person or (iii) infringement by Manufacturer or any Associated Person of third party intellectual property rights unless such claims, liability, loss, damage, reasonable attorney's fees or expenses arise from the gross negligence or willful misconduct of WizKid, its officers, employees, agents or sub-contractors. Manufacturer shall: (i) promptly notify WizKid of any claim for which indemnification may be sought; (ii) cooperate fully in the defense of such claim; and (iii) permit WizKid to settle or compromise such claim on terms and conditions which, in good faith it determines to be appropriate.

13. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL WIZKID OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Intellectual Property:

14.1 Ownership. Each of the Parties acknowledges and agrees that:

(a) each Party retains exclusive ownership of its Background Intellectual Property Rights (Intellectual Property, as applicable, except for any Foreground Intellectual Property Rights);

(b) WizKid does not transfer to Manufacturer any of its Background Intellectual Property Rights, and Manufacturer may not use any of WizKid's Background Intellectual Property Rights other than to produce and supply Products to WizKid hereunder;

(c) Manufacturer does not transfer to WizKid any of Manufacturer's Background Intellectual Property Rights, except that Manufacturer grants to WizKid and its customers the right to resell Products or incorporate Products purchased from Manufacturer into finished Products and to sell such finished Products to its customers;

(d) all Foreground Intellectual Property Rights (any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Products, that are either developed by WizKid alone, by WizKid and Manufacturer jointly or by Manufacturer alone as requested by WizKid in connection with this Agreement) will be owned by WizKid;

(e) Manufacturer assigns to WizKid all of Manufacturer's right, title and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation, and manuals), the Parties agree that such works are "works made for hire" for WizKid under the US Copyright Act;

(f) Manufacturer shall only use the Foreground Intellectual Property Rights to produce and supply Products to WizKid; and

(g) Manufacturer waives any claim against WizKid, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Manufacturer or WizKid for infringement of any Intellectual Property Rights.

14.2 Prohibited Acts. Each of the Parties shall not:

(a) take any action that may interfere with the other Party's Intellectual Property Rights, including such other Party's ownership or exercise thereof;

(b) challenge any right, title or interest of the other Party in such other Party's Intellectual Property Rights;

(c) make any claim or take any action adverse to such other Party's ownership of its Intellectual Property Rights;

(d) register or apply for registrations, anywhere in the world, the other Party's Trademarks or any other Trademark that is similar to such other Party's Trademark[s] or that incorporates such Trademarks in whole or in confusingly similar part;

(e) use any mark, anywhere, that is confusingly similar to the other Party's Trademarks;

(f) misappropriate any of the other Party's Trademarks for use as a domain name without such other Party's prior written consent; or

(g) alter, obscure or remove any of the other Party's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under this Agreement (including Products), marketing materials or other materials.

15. Reseller Purchasers. WizKid may sell the Products to purchasers for resale and WizKid's rights under this Agreement shall also benefit such reseller purchasers, their successors and assigns. All warranties of Manufacturer, whether express or implied, shall survive testing, inspection, or acceptance and payment by WizKid or such reseller purchaser.

16. Relationship. Fresh is an independent contractor, not an agent, licensee, distributor, joint venturer, partner or employee of WizKid, and is not authorized to assume or create any obligation on behalf or in the name of WizKid. Fresh shall be solely responsible for all of its own expenses, and for the conduct of its own employees, in connection with the performance of Fresh's responsibilities under this Agreement

17. Governing Law; Jurisdiction. This Agreement has been entered into in the State of Florida and will be construed by and interpreted in accordance with the laws of that State without regard to principles of conflict of laws. WizKid and Manufacturer hereby agree that the State and Federal courts sitting in the State of Florida have exclusive jurisdiction in any action arising out of or connected in any way with this Agreement; and (ii) each consent to personal jurisdiction of and venue in such courts in any such matter. The United Nations Convention for the International Sale of Products shall not be applicable to this Agreement.

18. Severability. In the event that any one or more provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

19. Waiver. No failure or delay on the part of either party in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No waiver by either party of any provision of this Agreement, or of any breach or default, will be effective unless in writing and signed by the party against whom such waiver is to be enforced. All rights and remedies provided for herein will be cumulative and in addition to any other rights or remedies such parties may have at law or in equity.

20. Non-Exclusivity/Exclusivity. Subject to the terms hereof, Fresh is not prohibited from engaging with other parties in similar kind of services as will be conducted for WizKid, however, Fresh is prohibited from producing or manufacturing a product that is the same or similar to the Splash Hog (patent no. 10,036,154), which extends up the back wall of the urinal, for itself or any other company to sell. The aforementioned prohibition survives the termination of this Agreement and extends for two years thereafter. WizKid is not restricted from procuring similar or the same

kind of services as the ones conducted herein from other manufacturers other than Fresh pursuant to any separate agreement.

21. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

23. Entire Agreement; Modification; Waiver. This Agreement is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties relative thereto, whether written or oral. No waiver of any Agreement right shall be effective unless in writing, signed by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform shall be deemed a waiver of any future right.

24. Notices. Unless otherwise agreed to by the Parties, all notices shall be deemed effective when received and made in writing by either (i) e-mail, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, or (v) fax with confirmation, addressed to the party to be notified at the following address or to such other address as such party shall specify by like notice hereunder:

WizKid:

Sanastar Inc. DBA WizKid Products
5079 N Dixie Hwy #303
Oakland Park, FL. 33334
Jeff.crevier@wizkidproducts.com
Attention: Jeff Crevier

Fresh:

Fresh Products LLC
4010 South Avenue
Toledo, OH 43615
cadams@mailfresh.us
Attention: Chris Adams

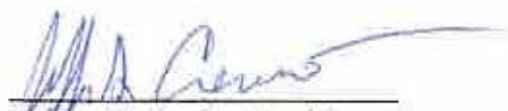
25. Attorney's Fees. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other party.

26. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including exhibits and other attachments to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits and other attachments to this Agreement, and the transactions contemplated hereby.

27. Specific Performance. Brand logos and other trademark requirements will be supplied to Fresh by WizKid. These logos and or trademarks must be displayed on all products, labels and documentation associated with our products.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above and have the requisite authority to enter this Agreement on behalf of their company, therefore obligating WizKid and Fresh to the terms of this Agreement.

Sanastar Inc. DBA WizKid Products
5079 N Dixie Hwy #303
Oakland Park, FL 33334



Jeffrey S. Crevier, President

Fresh Products LLC
4010 South Avenue
Toledo, Ohio 43615

12.1.18


Chris Adams, Global EVP