

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1 – DEFINITIONS

"Affiliate" means, with respect to either party, a company or any other corporate entity which, directly or indirectly, controls, is controlled by, or is under common control with such party, where "control" shall mean the ownership of more than 50 % of the capital or of the voting shares of the company or entity concerned.

"Buyer": DanTrade B.V., any Affiliate of DANONE S.A. or any entity where DANONE S.A. holds part of the share capital or of the voting right and placing a Purchase Order;

"Contract": in respect of any supply of Products by Supplier to Buyer, and by order of precedence (i) the Purchase Order, (ii) the Technical Contract, (iii) the Specifications and (iv) the GTCP;

"Data Protection Laws": means (a) European Union or Member State laws with respect to any Personal Data in respect of which Buyer is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which Buyer is subject to any other Data Protection Laws;

"Force Majeure Event": means an event that is unforeseeable, unavoidable and beyond the control of a party, which makes it impossible for the impacted party to perform one or more of its obligations under this Contract, provided, however, that the term Force Majeure Event shall not include any event that could have been prevented by the non-performing party by means of exercise of reasonable precautions or that could reasonably be circumvented or overcome by the non-performing party, including through the use of alternate sources or work-around plans. Further, none of the following events shall be considered a Force Majeure Event: transport problems, cybersecurity incidents, illness, strikes, walkout or other labour shortages, raw materials shortage, breach of contract by third parties contracted by Supplier or a stagnation in Supplier's business shall not be considered force majeure events.

"GTCP": these General Terms and Conditions of Purchase, including their Appendices;

"Innovation Projects": means any transformation in technologies, processes, sourcing regions, formulae or varieties for a Product reference that impacts such Product's logistic and transformation costs, process at Buyer's factories and/or application to, or use in, Buyer's finished products;

"Intellectual Property Rights" or **"IPR"**: all intellectual property rights and industrial property rights including but not limited to know-how, recipes, copyrights and all rights in the nature of copyright, database rights, design rights, model rights, patents, trademarks, domain names, corporate names or trade names and any other similar propriety rights that may subsist in any part of the world, together with all applications, renewals, extensions and revivals thereof, whether registered, unregistered, registrable or otherwise;

"Personal Data": has the meaning ascribed to it in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 ("General Data Protection Regulation" or "GDPR");

"Products": any product, end product, good, raw material or packaging material, including packaging and associated documents and services, which Supplier shall supply to Buyer pursuant to the GTCP and/or any Purchase Order;

"Purchase Order": any purchase order made by Buyer to Supplier under the Contract;

"Specifications": Buyer's general specifications and specifications relating to the Products and/or descriptions of the Products, including food safety requirements and quality requirements and documents. Specifications form an essential and integral part of the Contract and non-compliance with Specifications will constitute material breach of the Contract;

"Supplier": the signatory to the GTCP and/or the person, Supplier or other legal entity that is bound to supply the Product under the Contract;

"Technical Contract": means the technical contract in SAP prepared by Buyer and accepted by Supplier or such other similar document as agreed between Supplier and Buyer, containing details on agreed prices, payment and delivery terms.

ARTICLE 2 – APPLICABILITY

The GTCP applies to all purchases of Products by Buyer from Supplier.

Any general or specific terms and conditions that may appear on Supplier's invoices, estimates and quotes, shipping forms or any other documentation shall not apply. Unless agreed otherwise by the parties or required under compulsory laws, all documentation in connection with the supply relationship between Buyer and Supplier shall be in the English language.

Supplier acknowledges that it is appointed by Danone as supplier of the Products on a non-exclusive basis. Accordingly, Buyer may, at any time, procure any Products from any third party.

ARTICLE 3 – ORDERS

Buyer is at all times entitled to cancel or modify a Purchase Order until Supplier has confirmed the same. The Purchase Order shall be deemed to be accepted if Supplier does not notify Buyer otherwise within 5 calendar days from the date of the Purchase Order. If this confirmation differs from the Purchase Order, Buyer shall not be bound by such confirmation.

Once a Purchase Order has been confirmed by Supplier, Buyer shall still be entitled to cancel or modify the relevant Purchase Order at any time in writing, provided that Buyer reimburses Supplier for any reasonable direct costs incurred as a result of such cancellation or modification.

Any activities performed, or Products supplied, by Supplier without a Purchase Order from Buyer shall be for Supplier's own risk and account.

ARTICLE 4 – VOLUMES

Unless specifically indicated otherwise in the Technical Contract, Buyer shall not be obliged to purchase any minimum volume of Products. Forecasted volumes shall not be binding on Buyer. Supplier shall ensure that its production capacity at all times exceeds by 20% forecasted volumes provided by Buyer.

Supplier shall supply the Products to Buyer on a priority basis and shall advise Buyer immediately if there is any shortage in the supply of Products or raw material necessary to manufacture the Products, and present an action plan to Buyer, at Supplier's cost, to maintain continuity of supply.

ARTICLE 5 – DELIVERY

Supplier shall deliver the Products to Buyer in accordance Purchase Order, including with respect to volume, price, delivery date, time and location. Products delivered by Supplier must strictly comply with the Specifications.

Supplier shall provide all drawings, instructions, descriptions, calculations, control certificates and certificates of conformity or analysis, customs clearance documentation and any other documents relating to the Products reasonably required by Buyer.

The Product quantity, delivery date and time constitute essential terms without which Buyer would not have contracted with Supplier. Supplier shall inform Buyer in writing of any actual or probable delay in its performance of any Purchase Order, as soon as it has knowledge thereof.

Without prejudice to any other right or remedy available to Buyer in accordance with the Contract or by law, failure by Supplier to meet a stipulated quantity, delivery date or time shall result in Supplier being liable vis-à-vis Buyer for the payment of:

- (i) any costs, damages, penalties or liquidated damages that may be imposed upon Buyer or its Affiliates by its suppliers or customers as a result of such failure, and
- (ii) a payment in the amount of two per cent (2%) of the total purchase price of the relevant Products for each working day of delay, up to a maximum of ten per cent (10%) of such purchase price. The foregoing applies in addition to any other rights of Buyer under the Contract or applicable laws.

Neither an attributable breach nor any demand for payment or default notice shall be required for Supplier to be liable for any payment contemplated herein.

In addition to the above, if Supplier does not supply the requested volumes in a Purchase Order or the volumes of Products agreed in the Contract, Buyer may cancel the relevant Purchase Order and terminate the relevant Contract and order products similar to the Products from third parties. In the event that the third-party supply price (including costs) exceeds Supplier's price, Supplier shall fully indemnify Buyer of the difference between the third-party supply price and Supplier's price.

Neither confirmation of receipt or delivery, nor payment of Supplier's invoice shall imply Buyer's acceptance of any Product or waiver of any claim.

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 6 – SERVICE LEVEL AGREEMENT

Buyer and Supplier agree to carry out, on a regular basis, a global review of the performance of the Contract, taking into consideration its qualitative and quantitative aspects. The key performance indicators (KPIs) to monitor and the performance rate required from the Supplier will be determined in a Service Level Agreement to be mutually agreed between Buyer and Supplier. Performance rate reviews will be organized on a regular basis, as agreed between the Parties.

ARTICLE 7 – BUSINESS CONTINUITY PLAN

Supplier shall have a business continuity plan in place to cover any unexpected event that might prevent Supplier from fulfilling its obligations towards the Buyer and particularly its ability to supply the Products to Buyer. The business continuity plan, to be mutually agreed between Buyer and Supplier, shall apply in the event that a facility no longer has (or in the near future is expected not to have) the capacity to supply the required Products to Buyer.

Supplier guarantees that when the business continuity plan is activated, Supplier shall be able to meet the Purchase Orders placed by the Buyer, and make every effort to secure supply and service levels on subsequent Purchase Orders placed by the Buyer in line with the business continuity plan.

For the avoidance of doubt, all costs (especially transformation and transportation costs) associated with the activation of the business continuity plan shall be for Supplier's account and shall not result in any increase to the price payable by the Buyer. Failure to maintain BCP can be considered a breach of the terms and conditions hereunder and Buyer is entitled to claim damages arising as a consequence of the same. Buyer reserves the right to audit Supplier's compliance with BCP, upon giving reasonable notice. The Supplier shall cooperate with such audits and provide all necessary documentation and access to facilities.

ARTICLE 8 – TITLE AND RISK

Ownership of the Products shall transfer to Buyer on delivery except where payment is made prior to delivery, in which case ownership in the Products will pass to Buyer as soon as payment is made. Any retention of ownership clause shall be without effect.

Unless otherwise indicated in the Contract:

- for domestic deliveries, Supplier shall bear all risks and liabilities associated with the Products until their delivery to the location specified in the Purchase Order; and
- for cross-border deliveries, delivery shall be made on a DDP basis (Incoterms ICC 2010) - delivery location specified in the Purchase Order.

ARTICLE 9 – PRICING AND PAYMENT TERMS

Unless specifically agreed otherwise, prices, invoicing and payment terms shall be as stipulated in the Technical Contract or in the Purchase Order. Prices are fixed and firm. The invoice shall clearly state the Purchase Order number. Each party is responsible for the payment of its taxes as per applicable laws and arising as a result of or in connection with this Contract.

ARTICLE 10 – PRODUCTIVITY & COMPETITIVENESS

Supplier shall use its best efforts to constantly improve its productivity. To this end, Supplier shall regularly propose cost reduction measures to Buyer, as well as ideas or projects whose implementation may lead to production costs reduction without quality losses.

The Parties shall review Supplier's productivity on an annual basis and may agree on an annual action plan with a view to significantly reduce production costs throughout the Term of the Contract.

Parties shall actively work together in good faith, through the productivity team and otherwise, to identify, develop, explore, implement, and track manufacturing or supply chain cost savings with a view to reducing costs by at least 5% versus the last year spend per year (based on similar volume). Supplier agrees to use commercially reasonable efforts to implement any recommendations on productivity to reduce costs as soon as reasonably possible.

Supplier undertakes, throughout the Term of the Contract, to maintain its competitiveness regarding the following combined criteria: price / production capacity / technology and/or quality, as compared to the market.

In addition, Buyer may initiate a benchmark relating to the Products during the execution of the Contract on the territories concerned by the Purchase Orders. Should Buyer receive a more competitive price offer (by minimum five per cent) from a third party for the Product portfolio and for similar commercial conditions, Buyer shall inform Supplier of the price gap, without revealing the identity of the third party, and provided this third party cannot be identified. Supplier shall then notify to Buyer within a month from the communication of the third party offer whether it will submit a revised offer. If Buyer receives competitive prices from two or more third parties (at a similar level of competitiveness), Supplier shall submit a revised offer that shall not exceed the more competitive price received by Buyer by more than 2.5%. If Buyer receives only one competitive offer from a third party, Supplier shall submit a revised offer that reduces the gap between the third party's offer and the then applicable price of the Products by more than 50%. If Supplier does not submit a revised offer that meet the requirements as outlined above, or if Supplier does not submit any revised offer, Buyer can withdraw the Products concerned from its product portfolio and stop ordering such Products from Supplier, subject to 3 months' prior notice. If Buyer accepts the revised offer submitted by Supplier, the Parties shall meet at short notice to amend the Contract accordingly.

ARTICLE 11 – WARRANTIES

In addition to any other express or implied warranties, Supplier warrants that all the Products shall:

- (i) be free from defects and conform to the Specifications, approved samples, and all other terms of the Contract;
- (ii) only be manufactured at and delivered from sites approved by Buyer;
- (iii) be fit and safe for consumer use and suitable for Buyer's or its Affiliates intended use which Supplier acknowledges it is aware of;
- (iv) not infringe any rights of third parties, including IPR; and
- (v) comply with all applicable statutory, regulatory and legal requirements (such as PFAS regulations) in the country of manufacture and in the countries where the Products are delivered, used and/or sold by Buyer.

Supplier shall not make any change to the composition, characteristics or production method of the Products without Buyer's prior written consent.

Supplier, as a professional, shall at all times properly advise Buyer. Any advice or notice given by Buyer to Supplier shall not release Supplier from its responsibility and liability under the Contract.

Supplier shall, upon Buyer's first written request, provide Buyer with all information that will enable Buyer to identify the origin, place and date of manufacture of the Products and the raw materials used to manufacture the Products, and any other information regarding the Products and the related raw materials, in addition to the serial or batch numbers.

Supplier further warrants that it will meet all requirements for certifications that Buyer may require for the Products, such that the Products and any necessary documentation are acceptable to certifying agencies responsible for said certifications. Supplier shall be responsible for maintaining all required written records pertinent to such certifications for a period of five (5) years from date of manufacture of the relevant Products.

If the delivered Products do not comply with one or more of the above warranties and without prejudice to Buyer's other rights under applicable laws or the Contract upon Buyer's first request and, at Buyer's option, Supplier shall replace or repair the Products as necessary to make them compliant with the warranties. Supplier shall bear all costs of and liability arising from any repair, recall of finished products (incorporating defective Products or alleged defective Products), replacement or additional services including transportation.

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 12 – CONFIDENTIALITY

12.1. Each party receiving Confidential Information ("Recipient") from the other ("Disclosing Party") shall keep that information confidential and comply with this Article 12. In particular the Recipient shall:

- (a) use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Contract;
- (b) keep the Disclosing Party's Confidential Information secure and, without prejudice to the foregoing, take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential or proprietary information;
- (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this Article 12.

12.2 Notwithstanding Article 12.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees and any sub contractor or other third party who are directly involved in, and need to know such Confidential Information for the purpose of, the provision of Products.

12.3 Notwithstanding Article 12.1, the parties' confidentiality obligations do not restrict:

- (a) either party from disclosing Confidential Information to its personnel or professional advisers (or those of its Affiliates) who need to know the information to exercise that party's rights or perform its obligations in the GTCs or any Purchase Order or Specification;
- (b) Buyer from disclosing Confidential Information with its other suppliers to the extent that they need the information to provide supplies to Buyer; and
- (c) the disclosure of Confidential Information where it is required by applicable law, a court of competent jurisdiction or a regulator.

12.4 The Supplier shall ensure that the directors, employees, sub-contractors and third parties described in Article 12.2 are aware of the confidential nature of the information. The Supplier shall further impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those that are set out in this Article 12, except that disclosure by those sub-contractors or other third parties shall be prohibited.

The obligations of confidentiality set out in this Article 12 shall not apply:

- a) where the Disclosing Party has given its specific prior written consent to the disclosure;
- b) to Confidential Information which, at the Effective Date, is or becomes at any time after that date, within the public domain (other than as a result of a breach of this Article 12);
- c) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a Third Party who was free to divulge it;
- d) where disclosure is to any potential or actual replacement supplier, provided that any such Third Party enters into confidentiality undertakings equivalent to the provisions of this clause 12; or
- e) where the information was developed by, or for, the Recipient independently of any information received under this Contract and by persons who had no access to, or knowledge of, that information.

12.6 Neither party shall be in breach of clauses 12.1 to 12.3, where it is required to disclose the other party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where a party is required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

12.7 To the extent that the Buyer's Confidential Information is no longer required by the Supplier to enable the Supplier to perform its obligations or exercise its rights under this Contract, the Supplier shall (and shall procure that its directors, employees (including the Supplier Personnel), Sub Contractors and other relevant Third Parties shall) either return such Confidential Information together with any copies, notes, transcriptions or records of the information in its control, power or possession, to the Buyer within three (3) Business Days of the demand or (at the Buyer's option) destroy it and provide written certification that it has done so, as signed by a duly authorised representative of the Supplier.

12.8 The Supplier shall not (except as permitted under this Contract):

- a) disclose or permit disclosure of any details (including the existence) of this Contract to any third party;
- b) disclose that the Buyer is its client to any third party; or
- c) use the Buyer's name and/or brand in any promotion or marketing or announcement of orders, without having first obtained the prior written consent of the Buyer..

ARTICLE 13 – PUBLIC ANNOUNCEMENTS

Neither party shall make public statements, declarations, advertising, press release or any other divulgence to third parties about the Contract or its subject matter without the other party's prior written consent.

In particular, in case of a Crisis (as defined in Danone Crisis Management Guidelines): (a) Supplier shall not make any public statement, communication or press release, without Buyer's prior written consent; and (b) any public statement or communication or press release relating to the Crisis or generally the relationship with Buyer, must be approved in writing by Buyer before it is made public.

The parties shall, in the course of the Contract, pay utmost attention to prevent the occurrence of any situation that could impair the good reputation of the other party's as a Supplier, its representatives, trademarks and products.

ARTICLE 14 – CRISIS MANAGEMENT

The Supplier shall implement the requirements described in the Danone Crisis Management Guidelines attached as Appendix 1 to the GTCP.

ARTICLE 15 – INTELLECTUAL PROPERTY RIGHTS

Buyer shall be the sole and exclusive owner of the Specifications and any IPR that Buyer provides to Supplier to produce the Products or to develop products for Buyer. Buyer shall be the sole and exclusive owner of all improvements, revision or modifications of Specifications and Buyer's IPR made by Buyer and/or Supplier ("Improvements"). To the extent necessary for the exploitation of any Improvement, Supplier will grant Buyer a non-exclusive, irrevocable, perpetual, worldwide, fully-paid license, with right to sub-license of Suppliers pre-existing IP.

Supplier shall not use Buyer's or any Affiliate of Buyer's IPR, including Buyer's or any Affiliate of Buyer's name and/or any of any intellectual property right pertaining to Buyer or any Affiliate of Buyer, or Buyer's or any Affiliate of Buyer's products, in any internal or external publication or any advertisement, material or otherwise without Buyer's prior written consent.

Supplier shall indemnify Buyer and hold Buyer harmless from and against all claims and lawsuits for infringement of IPR or based on unfair competition that result from the possession or use of the Products by Buyer.

ARTICLE 16 – INNOVATION

Supplier shall develop a strategic approach to the Products' sourcing that will allow to have the best sourcing solutions in the long term through Innovation Projects. Accordingly, Supplier commits to submit every year before budget time a list of Innovation Projects to Buyer, allowing to add up competitiveness on the Products every year.

GENERAL TERMS AND CONDITIONS OF PURCHASE

In addition, and to the extent permitted by law, Supplier agrees to grant Buyer with "First Right of Refusal" on any Innovation Project it may develop in accordance thereof. For this purpose, Supplier shall notify Buyer in writing prior to disclosing the Innovation Project to any third party. Should Buyer's interest be positive to move forward with the Innovation Project, Buyer should confirm such interest to Supplier within three (3) months from Supplier's notification.

If (i) Buyer does not confirm its interest in accordance with the above, or if (ii) Buyer indicates that it is not interested in the Innovation Project, Supplier may then propose the Innovation Project at its sole discretion to any third party, as from the expiry of the three months period following Supplier's notification in case (i), or as from Buyer's notification date in case (ii), as applicable.

Should Buyer confirm its interest in accordance with the above, Buyer and Supplier commit to negotiate in good faith the terms and conditions under which the Innovation Project may be implemented between them within six (6) months from Buyer's formal confirmation.

ARTICLE 17 – COMPLIANCE WITH LAWS

Each party shall comply with all relevant laws, rules, regulations and ordinances applicable to its performance under the Contract.

To the extent that Personal Data may be processed (within the meaning of applicable Data Protection Laws) in relation to the Products or services to be provided under this Contract, the following situations may apply:

- (i) Supplier may act as a data controller under the applicable Data Protection Laws. This situation applies if Supplier process Personal Data on its own behalf and for its own purposes. When processing the personal data as a controller, Supplier guarantees that it will process the personal data in accordance with the applicable data protection law, regulations and guidelines; and/or
- (ii) Supplier may act as a data processor under the applicable Data Protection Laws. This situation applies if Supplier and Danone have agreed the terms and conditions under which Supplier will be allowed to process any Personal Data on behalf of Danone, such data processing will be carried out in accordance with the terms of the Data Processing Agreement executed between the parties as an integral part of this Agreement. (Supplier and Danone Affiliate shall further agree any additional specific country or local privacy and data protection requirements).

Non-compliance with the terms of the Data Processing Agreement and/or with applicable Privacy and Data Protection Laws, shall be considered a failure to comply with a material obligation, which entitles Danone to terminate the Contract for cause.

ARTICLE 18 - SANCTIONS COMPLIANCE

The Supplier represents that it is not, nor is it directly or indirectly owned or controlled by or acting on behalf of, a "Sanctioned Person", meaning any person who is a target of any form of financial sanctions, trade embargo or other restrictive measures imposed by the UN, the EU, the UK the US or any other national government authority (collectively, "Sanctions"). The Supplier shall immediately inform Buyer if the above representation becomes untrue at any time during the term of this Contract.

In connection with the performance of this Contract, the Supplier shall comply with all applicable Sanctions, including but not limited to those administered and enforced by the French Ministry for the Economy and Finance or similar authority of any EU member state, the US Treasury Office of Foreign Assets Control, the US State or Commerce Departments, or the UK Treasury Office of Financial Sanctions Implementation, and shall not take any action or make any omission that could cause Buyer or any of Buyer's Affiliates, to be in violation of any Sanctions applicable to any of them, to be exposed to a risk of restrictive measures under Sanctions, or to be designated as a Sanctioned Person.

The Supplier shall maintain compliance measures designed to ensure its compliance with applicable Sanctions and to its Sanctions-related undertakings in this Contract. The Supplier shall promptly provide such information as Buyer may reasonably request for the purpose of evaluating the Supplier's or Buyer's compliance with Sanctions in connection with this Contract.

Buyer shall not be required by this Contract to do or not to do anything that would, in its reasonable opinion, constitute a violation of Sanctions, or expose it to a risk of restrictive measures under Sanctions, or to be designated as a Sanctioned Person.

A breach by the Supplier of any Sanctions-related provision shall constitute a material breach of this Contract, entitling Buyer to any rights and remedies available thereunder or at law.

The Buyer may, in its sole discretion, suspend its performance of any obligation under this Agreement and any purchase order pursuant to the same, and/or terminate this Agreement, with immediate effect and without liability, and without prejudice to any other remedies available under this contract or law, if there has been any breach of the Supplier's Sanctions-related representations and undertakings and/or it reasonably believes that such suspension and/or termination is necessary to avoid a violation of, or any other adverse effects under, Sanctions.

GENERAL TERMS AND CONDITIONS OF PURCHASE

The Supplier shall indemnify the Buyer, and hold the Buyer harmless, from any claims, damages, losses, costs and expenses (including attorneys' fees) resulting from any breach of the Supplier's Sanctions-related representations and undertakings, or the Buyer's suspension or termination of the Agreement.

ARTICLE 19 – AUDITS

The parties agree that Buyer or its authorized representatives shall have the right to continuously monitor the permanent compliance of Supplier with the principles and warranties set forth in the Contract, including but not limited to the warranties (set forth under article 11 herein), compliance with laws (Article 17 herein) and adherence to Sustainability Principles (Appendix 2 herein). For this purpose, Buyer or its authorized representatives shall – subject to reasonable notice – have free access to audit at any time the manufacturing and warehousing sites of Supplier, including the premises, plants, Supplier records, employees, and the complete process of production.

ARTICLE 20 – INDEMNITY AND LIABILITY

Supplier shall indemnify Buyer and each Affiliate of Buyer and hold each of them harmless from and against all claims, actions, liabilities and demands (including any claim, action, liability or demand by or of any Affiliate of Buyer or third party) and any and all losses, costs, damages, charges or expenses (including legal expenses) incurred by Buyer or its Affiliates arising out of, or in connection with the Contract and/or the Products (together with any related services), including Supplier's breach of any provision of the Contract and Supplier's negligence, regardless of whether the Products have been (further) processed or used in end products.

Supplier shall be liable for all types of damage or loss suffered by Buyer or any Affiliate of Buyer as a result of any breach or non-performance by Supplier or any of its sub-contractors of Supplier's obligations under the Contract.

Supplier shall be liable for any damage caused by its personnel or the personnel of its sub-contractors or by its material or equipment at Buyer's or any Affiliate of Buyer's premises, whether such damage is suffered by Buyer, an Affiliate of Buyer or by a third party present on the site. Without prejudice to the above, and notwithstanding any provision to the contrary, in the event Supplier is in breach of any material obligation under the Contract, including Supplier's obligations under Article 6 (Service Level Agreement), Article 12 (Confidentiality), Article 13 (Public announcements), Article 15 (Intellectual Property Rights) and Article 17 (Compliance with Laws), Supplier will be immediately charged a penalty amounting to 10% of the total or maximum price or fee of the Purchase Order, without prejudice to any other right or remedy available to Buyer in accordance with the Contract or by law.

ARTICLE 21 – INSURANCE

Supplier shall take out and maintain, throughout the term of the Contract and until at least six months following the expiry of the shelf life of the last Product delivered to Buyer under the Contract, an adequate insurance policy with a first-ranking insurance company of international standing to cover any and all liability arising from Supplier's acts or omissions in connection with the Contract including coverage for the country in which the Product is delivered, including public and product liability, covering damages of any kind or injury to persons, tangible and non-tangible assets and recall costs. Supplier shall on request provide Buyer with copies of its insurance certificate(s).

ARTICLE 22 – FORCE MAJEURE

Subject to the provisions below, neither party shall be held liable for any default or delay in the performance of their contractual obligations due to a Force Majeure Event, only if and in so far as the performance of their obligations is directly affected as the result of the Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

Each party undertakes to notify the other party in writing of the occurrence of any Force Majeure Event, as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) days from its start, including the information on the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract. The parties shall then promptly meet to consider the consequences of the situation and endeavour to reach an acceptable solution allowing them to perform the Contract. The prevented party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. As soon as the Force Majeure Event disappears, the prevented party will inform the other party and immediately resume the performance of its contractual obligations.

The Buyer is entitled to terminate the Contract, unilaterally, at any time, without notice, if a Force Majeure Event continues or is likely to continue beyond fifteen (15) calendar days, without any indemnification or other form of compensation.

ARTICLE 23 – TERM & TERMINATION

The GTCP is valid for an initial term of one year and renewed for successive terms unless the Buyer terminates GTCP on ninety (90) days' written notice to the Supplier and without any liability towards Supplier as a result of such termination. Buyer shall be entitled to cancel any Purchase Order and/or to terminate the Contract in whole or part, at no cost to Buyer and without prejudice to any right or remedy available under applicable law or the Contract, if Supplier commits a material breach which breach is irremediable or, if such breach is remediable, Supplier fails to remedy that breach within a period of 30 days after being notified in writing to do so. Either party may immediately terminate the Contract in whole or in part if the other party is or will be wound up and/or in the event that the other party is the subject of a (filing for) bankruptcy or of a(n) (application for) suspension of payments or of any equivalent of the aforementioned procedures under the applicable law.

Buyer may also, without prejudice to its other rights or remedies, terminate this Contract and/or any Purchase Order with immediate effect by written notice to the Supplier, without any indemnity or other form of compensation, in case of a change of control of Supplier in relation to which Buyer has not provided its prior written consent. Notwithstanding any other provisions herein, the Supplier shall not have the right to terminate this Contract in the event that the Buyer undergoes a (direct or indirect) change of control.

ARTICLE 24 – PREFERRED SUPPLIER

Danone Group, being DanTrade and all Danone Affiliates, is appointed by Supplier as its preferred supplier for the supply of Danone Group's products and services to Supplier and Supplier's Affiliates. Accordingly, Supplier and its Affiliates shall comply with the obligation to give DanTrade and all Danone Affiliates (similarly to other potential suppliers, if any), an opportunity to supply (or to tender for the supply of) all products and services of the Danone Group, including Essential & Dairy Based Products, Waters and Beverages, Early Life Nutrition and Advanced Medical Nutrition Products.

ARTICLE 25 – APPLICABLE LAW – JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law and the court of Amsterdam, the Netherlands shall have exclusive jurisdiction over it. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded.

ARTICLE 26 – MISCELLANEOUS

GENERAL TERMS AND CONDITIONS OF PURCHASE

The GTCP supersedes all previous agreements and understandings between the parties with regard to the subject matter thereof, other than any agreements between Supplier and Buyer or any Affiliate of Buyer regarding confidentiality and intellectual property entered into prior to the date of the GTCP.

Supplier shall not assign or otherwise transfer or deal in any way with all, or any of its rights, obligations or benefits under, or in connection with, this Contract without Buyer's prior written consent. Notwithstanding the foregoing, Buyer may assign the Contract, in whole or in part, to one of its Affiliates, without the prior consent of Supplier.

Supplier shall not subcontract the performance of any of its obligations under this Contract without the prior written consent of Buyer. Supplier shall be responsible for all acts and omissions of its subcontractors as if such acts and omissions were its own.

No variation of this Contract and/or a Purchase Order shall be effective unless an amendment is agreed and signed by the Parties. If any provision (or part of any provision) of the Contract is, or becomes illegal, invalid or unenforceable, in any respect it will not affect or impair the legality, validity or enforceability of any other provisions of this Contract.

A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Nothing in this Contract is intended to create a partnership, a joint-venture or the relationship of principal and agent between the parties and neither party has the authority to make representations, act in the name or on behalf of, or to otherwise bind, the other in any way.

The rights and obligations in Articles 1, 11, 12, 13, 14, 15, 17, 18, 19, 20 and 25 of the GTCP as well as Appendix 2 shall survive the termination or expiration of the Contract.

The Parties acknowledge that they shall use Buyer's electronic signature process to sign the GTCP and agree to be bound by any such electronic signature which they have applied to the GTCP.

The GTCP may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. A counterpart signature page of the GTCP executed by a Party and the execution version of the GTCP transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

APPENDIX 1: Danone Crisis Management Guidelines

1. DEFINING A CRISIS

According to the DANONE Crisis Management guidelines, a **crisis situation** is defined as follows:

A crisis is a situation characterized by:

- A severe, often unexpected, break in business continuity; and/or
- A high degree of uncertainty concerning the course of events; and/or
- The risk that media and/or authorities will be involved.

A crisis represents a threat to:

- People (DANONE's consumers, local communities, DANONE's employees and its third parties); and/or
- The environment and/or
- DANONE business (financial situation, key activities, reputation of the relevant DANONE Supplier, a part of this relevant DANONE Supplier or a brand);

A crisis is likely to trigger an immediate response and coordinated actions from the business teams, in an emergency setting. Communication is therefore vital.

2. ESCALATION PROCESS

If the situation meets one of the following escalation criteria, the Contracting Party shall notify DANONE immediately and no later than 4 hours following the occurrence of the event.

Escalation criteria:

Does the situation:

- represent a threat to people (consumers, Danone employees.) and/or to Danone business and/or to the environment?
- cause or create the risk of a severe break in continuity for Danone?
- raise uncertainty as to the course of events for Danone?
- represent a complex or critical or unusual difficulty for Danone?
- involve high stakes (impact on Danone's business/reputation)?
- require a rapid response and an ad-hoc action plan for Danone?
- involve many stakeholders (consumers, authorities, media, etc.)?

3. COMMUNICATION WITH EXTERNAL PARTIES

The Contracting Party, and particularly in case of "crisis", shall not make any public statement, communication or press release, including social media, relating to the "crisis", to the Contract or its relationship with DANONE, its products or services provided to DANONE without DANONE's prior written consent before it is made public.

APPENDIX 2: DANONE Sustainability Principles

1. OBLIGATIONS OF THE PARTIES

1.1. Danone's Sustainability Principles (hereinafter refer to as "DSP" and outlined in details below in section 2 of this appendix) are structured around three pillars:

- The Fundamental Social Principles
- The Fundamental Environmental Principles and
- The Business Ethics Principles.

1.2. DSP are the minimum requirements accepted by the Parties and that the Supplier must meet in its operations and must include in its contracts with its subcontractors performing work under the Agreement.

1.3. The Supplier makes its best efforts to implement the DSP within its supply chain by incorporating similar obligations into its agreements with its own suppliers and requiring them to include these comparable obligations in their contracts with their respective suppliers.

1.4. The Parties apply the highest standard between the DSP and the applicable law or regulation without prejudice that in case of a conflict, the local law or regulation will prevail over the DSP.

1.5. The obligation to meet DSP regarding Fundamental Environmental Principles is subject to the materiality of each DSP for the Supplier's activity. The materiality is determined by assessing (i) the impacts of the Supplier's activities on people and the environment, and (ii) the risks to the Supplier's business and its opportunities for positive impact. For example, a supplier providing legal service can assess its impact on water as non-material and therefore consider as non-material the corresponding Fundamental Environmental Principle.

GENERAL TERMS AND CONDITIONS OF PURCHASE

- 1.6. Unless otherwise specified by the Buyer, the Supplier will share site-level information and complete a self-assessment questionnaire regarding its sustainability performance, by registering on the Sedex (Supplier Ethical Data Exchange) platform, the Ecovadis platform and/or an alternative platform, at its own expenses, and maintain their information updated for the duration of the Agreement.
- 1.7. The Buyer may request with prior notice the performance of an audit, without exceeding one audit per year. Audits are conducted by independent third Parties at the Supplier's production sites or the production sites of subcontractors who perform work under the Agreement, under internationally recognized audit standards, at Supplier's own expenses, to verify the compliance with the DSP by the Supplier and its subcontractors. As a member of AIM-Progress, the Buyer is committed to mutually recognize audits commissioned by peer member companies.
- 1.8. If a breach is identified in the supply chain related to the products or services supplied under the Agreement, the Parties will discuss a corrective action plan. If (i) the Parties cannot agree on a corrective action plan, or (ii) the Supplier fails to implement its obligations under the corrective action plan, partly or fully within agreed timetable, and is not able to demonstrate reasonable cause for this failure or if the breach of DSP by Supplier occurs repeatedly, then the Buyer will be entitled to terminate the Agreement in the conditions of its termination article.
- 1.9. The Buyer strongly encourages the Supplier to have effective grievance mechanisms in place and duly communicated to their workers (and their representatives, where they exist) to raise concerns related to DSP or workplace. The Buyer also makes DANONE ETHICS LINE www.danoneethicsline.com available for Suppliers' employees and workers, communities and other stakeholders to report actual or suspected breaches of the DSP or the Agreement, by phone or online available at www.danoneethicsline.com. Reports can be submitted confidentially and anonymously (where permitted by law) without retaliation against anyone who reports a genuine concern. All cases relating to the Buyer will be appropriately investigated and, where breaches are found, appropriate actions will be taken.

2. SUSTAINABILITY PRINCIPLES

2.1. Fundamental Social Principles

2.1.1. No child labour: all workers are of an appropriate age

All forms of unlawful employment or exploitation of children are prohibited. The Supplier must not employ children under the age of fifteen (15) and must implement robust age verification checks at all times to ensure this policy is upheld. If local law sets a higher minimum working age or compulsory schooling is to a higher age, this limit applies. This guidance is subject to exceptions recognized by the International Labor Organization. Young persons under 18 years of age must not be hired for positions that include hazardous work, night work or that interfere with normal educational activities. If children are found working, directly or indirectly, the Supplier must implement a remediation plan, develop, or participate in and contribute to policies and programs that put the best interests of the child first and enables the child to access appropriate education until reaching 15 years of age, or the age of compulsory education in the country.

2.1.2. No forced labour, slavery and human trafficking: work is conducted on a voluntary basis

All work must be conducted on a voluntary basis, and not under threat of any penalty or sanctions. All forms of forced labour are prohibited, including any form of prison, trafficked, indentured, or bonded labour. In particular:

- a) Every worker should have freedom of movement and freedom to leave employment subject to normal contractual provisions. The ability of workers to move freely should not be restricted by the company through physical restriction (confinement), abuse, practices such as retention of passports or other form of identity papers and valuable possessions, threat of reporting illegal workers to the authorities or the menace of any form of penalties;
- b) No worker should pay for a job. Fees and cost associated with recruitment, employment and termination should be paid by the employer, not the employee (Employer Pays Principle);
- c) No worker should be indebted or coerced to work. Workers should work freely, aware of the terms and conditions of their work in advance and paid regularly as agreed. No worker should be indebted to work as a result of excessive recruitment fees, unauthorized deductions from wages, disciplinary measures, fines or inflated prices for company goods, tools, or uniforms.

2.1.3. No discrimination: all workers are treated equally and with respect and dignity

The Supplier must treat all workers with respect and dignity. No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group, or ethnic origin.

2.1.4. No harassment and abuse: fair treatment of workers

The Supplier must not engage in, support, or tolerate the use or threat of corporal punishment, mental or physical coercion, bullying, harassment, including sexual harassment, or abuse of any kind.

2.1.5. Freedom of association and right to collective bargaining

The Supplier must respect the right to join or form a labour union in accordance with the law without fear of reprisal, intimidation, or harassment. Where workers are represented by a legally recognized union, the Supplier should be committed to establishing a constructive dialogue with the union's freely chosen representatives and bargaining in good faith with such representatives.

2.1.6. Health, safety and wellbeing at work

The Supplier should ensure that the workplace and its environment do not endanger the physical integrity or health of employees. Action to reduce the causes of accidents and improve working conditions is the object of ongoing programs. Sanitary equipment, canteens and housing provided to employees are built and maintained in accordance with applicable legal requirements.

As a minimum, the company must provide employees with training, drinking water, clean toilets in adequate number, adequate ventilation, emergency exits, proper lighting, rest breaks and access to medical care. For workers working outside, such as agricultural workers, risk assessments should include a review of frequency of breaks and shade for workers in high intensity, high or low heat for long duration of time situations.

The Supplier should make efforts to increase awareness and understanding of stress by the Supplier, its employees, and their representatives, and to look for ways of working that reduce factors that generate stress.

2.1.7. Working hours for all workers are reasonable

The Supplier should ensure working hours, excluding overtime, are defined in workers contracts and are in compliance with the law and international standards. All overtime should be voluntary and used responsibly, considering all the following: worker safety, the extent, frequency, and hours worked by individual workers and the workforce as a whole. Overtime should not be used to replace regular employment and should always be compensated at a premium rate, as legally required, either monetarily or through time off compensation schemes. A minimum of 24 consecutive hours of rest should be provided in every 7-day work period. If allowed by law, 48 consecutive hours of rest in every 14-day work period are provided.

GENERAL TERMS AND CONDITIONS OF PURCHASE

2.1.8. Pay: all workers are paid fair wages

The Supplier must ensure that no wage is lower than the applicable legal minimum or standard pay practices in the industry or the country and workers are paid a decent wage, as compared to standard pay practices in the industry or the country. All workers receive and understand their pay slip.

2.1.9. Diversity and inclusion

The Supplier is expected to promote a positive culture of inclusion and encourage diversity at all business levels to be representative of local population.

2.1.10. Land rights of communities and indigenous people

The Supplier will ensure the rights and title to property and land of the individual, indigenous people and local communities are respected. All negotiations with regard to their property or land, including the use of and transfers of it, adhere to the principles of free, prior, and informed consent (FPIC), contract transparency and disclosure.

2.2. Fundamental Environmental Principles

2.2.1. Biodiversity

The Supplier is required to adopt an approach to preserving biodiversity in their operations and supply chains. Depending on the industry, the Supplier is expected to understand their organization's impact on biodiversity and put in place controls to minimize harm and adopt restorative/ regenerative approaches such as use of beneficial pests, field margins and other regenerative agriculture practices.

2.2.2. Deforestation

The Supplier is urged to adopt a Deforestation & Conversion Free commitment for their operations and supply chains that aligns with NDPE (no deforestation, no peat, no exploitation) requirements, with the Accountability Framework Initiative, and maintains high carbon stock.

The Supplier is required to provide information that supports Danone's commitment to zero deforestation and to no land conversion of High Conservation Value (HCV) lands, such as GPS coordinates of the origin ingredients according to Danone's Forest Policy.

2.2.3. Circularity (waste & plastics)

Danone wants to partner with businesses to co-build a circular economy of packaging by minimizing the amount of product and transit packaging supplied, as well as increasing the reusability, recyclability, compostability and recycled content of packaging material. The Supplier is urged to contribute to packaging collection, sorting, and recycling solutions to mitigate packaging materials ending up in landfill or as litter. Food waste should be monitored and minimized and processes continuously optimized; where possible food surplus should be re-purposed or redistributed.

2.2.4. Water

The Supplier is expected to adopt a water strategy which aligns with preserving water resources, driving water circularity (reduce, reuse, recycle) and ensuring operations do not negatively affect access to safe potable water for the community.

2.2.5. Climate change & greenhouse gases emissions

In line with Danone's commitment to be a Net Zero business by 2050, the Supplier is expected to measure and minimize their direct and indirect greenhouse gas emissions of their different activities. That means decreasing energy consumption, increasing the use of renewables, and applying regenerative agriculture practices. The Supplier shall optimize transportation to reduce fuel consumption.

2.2.6. Environmental management

The Supplier is required to implement a recognized environmental management system to identify, minimize and mitigate environmental impacts. The Supplier must ensure they have obtained all the necessary legal environmental permits required for operations, including those for use and disposal of water and waste. This should include measuring its transported, imported, and hazardous wastes according to the Basel Convention.

Hazardous materials, chemicals and dangerous substances shall be safely stored, handled, recycled, reused and disposed of per manufacturer's recommendations.

Only legally authorized chemical substances shall be used. The Supplier is required to reduce the use of chemicals, veterinary residues and fertilizers and exclude the use of chemicals and fertilizers which are hazardous to people's health.

2.2.7. Animal welfare

Suppliers who provide animal products (i.e., milk, meat, fish, eggs), either as ingredients or as part of finished or semi-finished products, shall comply with the five freedoms of the World Organization for Animal Health, to protect the welfare of the animals. The Supplier should ensure good husbandry systems and practices to prevent occurrence of diseases so as to minimize the use of veterinary drugs. Eggs must be at minimum cage-free.

Animal testing should not be performed if another scientifically satisfactory method of obtaining the result sought, not entailing the use of an animal, is reasonably and practically available.

2.3. Business Ethics Principles

2.3.1. Selection process and conflict of interest

Danone reserves the right to conduct integrity screening including any due diligence on the Supplier, as part of its selection process.

The Supplier is required to declare in writing any potential conflict of interest prior to the start of the selection process.

2.3.2. Anti-bribery and corruption, anti-fraud, money laundering, competition law and international trade sanctions

The Supplier shall abide by all applicable anti-corruption, anti-fraud money laundering, international trade sanctions and competition laws.

At Danone we have a zero-tolerance stance on bribery and corruption. The Supplier shall not engage in any form of bribery (including facilitation payments) or corruption in order to obtain an unfair or improper advantage, whether actual or perceived.

GENERAL TERMS AND CONDITIONS OF PURCHASE

The Supplier shall not participate in activities which could be seen as impeding competition. The Supplier shall not have dealings with restricted parties and will ensure the necessary screening of any related party and shall comply with all applicable international trade sanctions laws.

2.3.3. Gifts and Hospitality

The Supplier is prohibited from offering gifts or hospitality above a nominal value to Danone employees, customers or other relevant stakeholders (such as government officials) when working on behalf of Danone. Any gift offered must be of a purely nominal value and must not be intended (or able to be perceived as such) to influence a business decision. Any hospitality offered must be linked to business purposes, must be of an appropriate nature and must not be intended (or able to be perceived as such) to influence a business decision. No gift or hospitality may be offered during tender or contractual negotiations.

2.3.4 Personal Data Protection

Personal data must be collected, processed, stored, and shared lawfully, fairly, and transparently, with appropriate technical and organizational measures to ensure its security and confidentiality. The Supplier shall process personal data solely for legitimate business purposes, limit access to authorized personnel, and ensure data subjects' rights are respected.

APPENDIX 3: DANONE Cybersecurity Schedule

1. The Provider shall implement and maintain cybersecurity measures consistent with generally accepted industry best practices and internationally recognized standards such as ISO/IEC 27001 or equivalent to ensure a mature, robust level of protection aligned with Danone's cybersecurity requirements, safeguarding the confidentiality, integrity, and availability of Danone's data and services.
2. Supplier must: (i) treat all Danone Data with the highest degree of care; (ii) implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Danone Data, in accordance with industry best practices and applicable data protection laws. For the purpose of this clause, Danone Data includes all documentation, data, files, and information provided by Danone, or created or derived from such materials, regardless of format.
3. The Supplier must establish and maintain an incident handling policy defining the roles, responsibilities, policies and procedures for detecting, analysing, containing and responding to, recovering, documenting and reporting incidents in a timely manner.
4. Supplier must no later than twenty-four (24) hours after becoming aware of, or suspecting a Security Incident, notify Danone and provide: (i) An assessment of whether Danone Data have been exposed to unauthorized access, loss, destruction, corruption or modification; (ii) A response plan detailing actions to mitigate risks.
5. The Supplier must also maintain adequate cyber insurance covering data loss, corruption, disclosure, theft, media and content liability, network security failures, regulatory fines, notification costs, credit monitoring, and crisis management for up to one year, including severability for intentional acts. If claims-made insurance is used, coverage must continue for two years after acceptance of the deliverables/services.

Signed by and on behalf of: _____
Name: _____
Title: _____
Date: _____
Supplier name: _____