

Danone's General Terms and Conditions for Hardware Equipment

1- General

1.1 Definitions

"**Affiliates**" 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**" shall mean Danone or an Affiliate of Danone placing the Order;

"**Contract**" shall mean the contractual arrangement entered into between Buyer and Seller with respect to the purchase of the Supply, including any Order(s) (including its Appendices) and Specifications, together with these GTCs (including its Appendices) and any other document agreed between Buyer and Seller;

"**Danone**" means Danone S.A., a company established and existing under the laws of France, having its official seat in Paris, France with registered office address at 59/61 rue La Fayette, 75009 Paris, France and registered with the Paris Register of Commerce and Companies under No. 552 032 534.

"**GTCs**" mean these General Terms and Conditions for Hardware Equipment.

"**Order**" shall mean any order for Supply placed by Buyer to Seller, including through local agreement or any other documents issued by Buyer.

"**Seller**" shall mean, in relation to the Contract the undersigned, and in relation to an Order the legal entity that is bound to perform the Order;

"**Specifications**" shall mean all Buyer's specifications and/or descriptions of the Supply according to the terms as set out in Article 2, including any technical specifications relating to the Supply to be provided by Seller, as may be further described in an individual Order or any standalone document;

"**Supply**" shall mean any turnkey project, equipment, material and/or part thereof, including the associated documents and services referred to in the Order or otherwise associated therewith, to be supplied by Seller to Buyer.

1.2 Applicability

These GTCs apply to all offers, requests for offers, and contracts for Services between Buyer and Seller. Any general conditions used by Seller are rejected unless expressly accepted in writing by Buyer. These GTCs prevail over any terms or conditions contained in or referred to in Seller's quotation or acceptance of an Order or correspondence inconsistent with these GTCs.

2- Specifications

2.1 Buyer's Specifications, as agreed upon in the Contract, will at all times supersede Seller's specification. Seller shall thus be responsible for, inter alia, the design and design solutions of the Supply.

2.2 Details of the technical solution proposed by Seller in its offer must match Buyer's Specifications. Any deviation to Buyer's Specifications or the Contract must be clearly stated in the offer.

2.3 Buyer's Specification may be modified upon mutual agreement in writing.

3- Orders and Purchase Orders

3.1 If Buyer wishes to procure Supply, Parties shall enter into good faith negotiations to enter into an Order with respect to such Supply.

3.2 Buyer shall directly place the Orders with Seller. Each Order shall describe the Supply, the place of delivery and the relevant performance dates (including but not limited to the date of delivery, start-up test, Provisional Acceptance and Final Acceptance) that shall be duly respected by Seller.

3.3 Buyer is not bound by the Order unless the Order has been placed on behalf of Buyer by a duly authorised officer and accepted by Seller. Seller's acknowledgment of the Order, or commencement of delivery of the Supply, or commencement of the performance under the Order, whichever is earlier, shall constitute Seller's acceptance of the terms of the Contract.

The Parties may agree under the Order that Seller will provide a bank guarantee for the benefit of Buyer.

3.4 Buyer can revoke or cancel an Order before Seller accepts it, without any compensation to Seller.

3.5 Any agreed Order shall constitute a contractual relationship only between the Buyer executing the Order and the Seller executing the Order. For the performance of the obligations under the Order, Seller shall only address such Buyer. Seller and the Seller Affiliate executing the Order shall all be jointly and severally liable for the proper fulfilment of all obligations and undertakings pursuant to the Contract including any Order. Neither Seller, nor its Affiliates, shall hold Danone liable for any damages or losses arising from any act, default, omission, or negligence of the Buyer executing the Order (as referred to in this Article 3), including but not limited to any default payment. The act, default, omission or negligence of the Buyer executing the Order shall not be regarded as or deemed to be the act, default, omission or negligence of Danone.

3.6 Seller's acknowledgment of the Order or the Purchase Order, or commencement of delivery of the Supply, or commencement of the performance under the Order, whichever is earlier, shall constitute Seller's acceptance of the Order and the terms of the Contract. Any changes to the Order must be approved in writing by Buyer.

3.7 Danone, its Affiliates and Buyer do not commit to purchase any minimum volume of Supply, and nothing shall be construed (expressed or implied) to require Danone, its Affiliates and/or Buyer to order, reach or maintain a minimum level or volume of Supply.

3.8 For clarity, without a signed Order, this Contract creates no financial obligations or commitments for Danone or its Affiliates.

4- Personnel of Seller

4.1 Seller is fully responsible for the personnel performing the Services, (including but not limited to all employer-related social and fiscal responsibilities for its paid personnel), whether hired or employed, and warrants that such personnel have all the qualifications, skills and experience that are necessary to perform the Services in accordance with the terms of the Contract.

4.2 The key personnel involved in providing the Services may only be replaced after explicit written approval of Buyer, except for unexpected and unforeseen circumstances in which Seller can only temporarily replace the key personnel, provided that Buyer is promptly informed in writing.

4.3 Buyer can request Seller to replace personnel for proper performance without additional costs.

4.4 Seller shall ensure that its personnel shall fully comply with all applicable company rules and security procedures of the Buyer.

4.5 Seller shall not subcontract all or part of its obligations under the Contract without Buyer's prior written consent, and any case: (1) Seller shall remain liable to Buyer for the performance by any subcontractor of its obligations under the Contract; (2) Seller shall be solely responsible for payment of any sum due to its subcontractor; and (3) Seller shall be responsible for compliance with all applicable laws and regulations pertaining to the involvement of such subcontractor in the performance of the Contract.

5- Warranties

5.1 In addition to any other guarantees and warranties, express or implied, or provided for under applicable laws and in the Contract, Seller represents and warrants to Buyer that the Supply (including any part or component of the Supply and subcontracted parts and components) and all services provided, shall at all times:

- be new, of good and merchantable quality;
- be fit for the purpose set forth in the Contract;
- comply with the Contract including the Specifications and approved samples, if any;

Danone's General Terms and Conditions for Hardware Equipment

- suitable for Buyer's intended use which Seller acknowledges it is aware of or for which Seller has obtained information from Buyer in writing before delivery;
- not infringe any rights of third parties, including intellectual property rights;
- be free from any liens, including but not limited to any security interest or preferential arrangement in the nature of a security interest;
- be free from defects (including but not limited to faults in design, material and manufacturing); and
- comply with all applicable statutory and regulatory requirements, if any.

5.2 Seller represents and warrants Buyer against all defects in the design, manufacture, materials, workmanship and proper functioning as it was intended for of the Supply (except fair wear and tear of the Supply) for a minimum period of twenty-four (24) months from the Provisional Acceptance date or 30 months from delivery - whichever is longer, provided that (i) the Supply is used and maintained in material accordance with Seller's written instructions which are standard for professional industry practices; and (ii) the Supply is used for processing products that are consistent with the Order.

5.3 Premature wear or repetitive fatigue breakages shall be considered as defects in the design or manufacture. Defects also include wearable parts which do not reach the expected service life as may be defined in the Specifications.

5.4 During the warranty period, Seller shall, upon Buyer's request, replace any defective Supply (including any part, software or component incorporating subcontracted parts or components) or carry out any modification or adjustment that may be necessary for the Supply to comply with the Contract. Seller shall bear all costs of repair or replacement, including all associated labour costs (including diagnostic costs when repair or replacement is due), accommodation and travel costs.

5.5 During the warranty period for each Supply, Seller shall provide warranty services to the Buyer.

5.6 Parts or components of the Supply (including any part or component incorporating subcontracted parts or components) that are repaired or replaced shall be guaranteed and warranted for a further minimum period of twenty four (24) months, except for wearable parts which shall be guaranteed for the expected service life.

5.7 Seller warrants the delivery of all necessary spare parts for the Supply concerned, during a period of ten (10) years after delivery of the Supply.

5.8 Buyer (or an auditor nominated by Buyer) may conduct audits of Seller's records and premises for assessing the Seller's compliance with its warranties and obligations under this Article 5, with reasonable (no less than fourteen (14) days' prior written) notice and without causing unreasonable interference with the Seller's business activities.

6- Delivery

6.1 **Delivery:** Seller shall deliver the Supply to Buyer in accordance with the details specified in the Order, including with respect to volume, price, delivery date, time and location. Seller shall supply Buyer with detailed blueprints, drawings, instructions, descriptions and calculations, control certificates, certificates of conformity and any other relevant documents relating to the Supply, in accordance with applicable laws, including mandatory local laws. The Supply shall be delivered in a packaging that is compliant with the Specifications and the applicable usage and regulations. Seller shall be responsible for the consequences of any defective packaging of the Supply. A delivery report will be made by the Parties in duplicate, one for each Party, dated and signed by each Party. The delivery report constitutes acceptance of the physical delivery as regards the number and weight of boxes, but not acceptance of the quality, unit quantity or compliance of the contents. The Supply must be set up at the exact location inside Buyer's place, as instructed by Buyer and as per the Order. A signed delivery report, or confirmation of receipt or delivery, or payment of Seller's

invoice(s), shall never amount to, or imply, Buyer's (Provisional or Final) Acceptance of the Supply or a waiver of any claim to obtain a delivery of Supply that complies with the Contract. It is expressly agreed between the Parties that delivery includes the unloading of the Supply unless otherwise agreed in the Contract. In case of loss or damage during transport, Seller shall take immediate actions to replace or repair the Supply at Seller's own costs. The preferred option shall be the one that does not impact, or as little as possible, the timeframe.

6.2 **Timeframe:** The timely and proper delivery of the Supply is of the essence. Seller shall strictly adhere to agreed-upon time milestones and time schedules.

6.3 **Delay:** If there is an imminent delay in the delivery of the Supply, Seller shall promptly notify Buyer in writing, explaining the reason, consequences, and measures to mitigate and/or restrict the imminent delay.

In the event the Supply is not delivered by the agreed date, Seller will be charged a penalty amounting to two per cent of the total or maximum price or fee of the Order per working day of delay or part thereof with a maximum of ten per cent, without prejudice to any other rights and remedies available to Buyer. However, if it is permanently impossible to comply, the full maximum 10% penalty shall be due immediately, with the exception of force majeure. To the extent the delay is due to acts or failures attributable to Buyer or third parties under Buyer's direct control, the agreed penalties shall be reduced proportionally.

6.3 **Title & Risks:** Unless otherwise stated in the Contract, the ownership of the Supply shall be transferred at the time of delivery at the location indicated in the Contract. Any retention of ownership clause shall be without effect.

Unless otherwise stated in the Contract, the risks shall be transferred to Buyer on the Final Acceptance date as such date is stated in the Order.

6.4 **Traceability:** Upon request of Buyer, Seller shall communicate to Buyer all relevant information that will enable Buyer to identify the origin, place and date of manufacture of the Supply, in addition to the serial or batch numbers in order for Buyer and Danone to comply with its traceability requirements.

6.5 **Customs Clearance:** Subject to the applicable Incoterm, Seller shall obtain all necessary customs authorisations for importing the Supply to Buyer's sites. Seller is solely responsible for compliance with all customs laws and regulations, including timely and accurate completion of customs documentation and payment of all related taxes and charges. Seller shall fully indemnify and hold harmless Buyer, Danone, and their Affiliates against any breach, including reimbursement of any duties, penalties, or associated costs. If customs clearance is assigned to Buyer, Seller shall provide accurate HS codes prior to contract signature. Any additional customs duties incurred by Buyer due to incorrect or incomplete information shall be reimbursed by Seller.

6.6 **Permits:** Unless otherwise specifically agreed in the Order, Seller shall have sole and exclusive responsibility for securing any and all necessary permits, authorizations, consents, permissions, licenses or approvals with respect to the Supply and services to be performed by or under the direction of Seller under the Contract, and the cost to obtain any and all such permits, authorizations, consents, permissions, licenses or approvals shall be included in the Contract price.

7- Acceptance

7.1 **Provisional Acceptance:** Provisional acceptance (if any) of the Supply requires compliance with the performance level for such Provisional Acceptance as required under the Contract, including the Order ("Provisional Acceptance"). A Provisional Acceptance report shall be signed in duplicate, one for each Party, by the Parties on the Provisional Acceptance date. The Provisional Acceptance report may contain reservations. Buyer is always entitled to not sign the Provisional Acceptance report in case of non-compliance with the performance level required under the Contract. The date of Provisional Acceptance under any Supply project shall be the

Danone's General Terms and Conditions for Hardware Equipment

date on which the milestone is performed and the Provisional Acceptance report has been signed by Buyer and Seller.

7.2 Final Acceptance: Final acceptance (if any) of the Supply shall, without prejudice to Buyer's rights as mentioned in Article 5, be defined as (i) Seller's compliance with the performance level for the Supply as required under the Contractor (ii) express discharge by Buyer of Seller's obligations in respect of the final acceptance tests stated in the Contract ("Final Acceptance"). Except as otherwise stated in the Contract, if the Supply fails a final acceptance test (on one or more occasions), Seller shall, without prejudice to Articles 6.2 and 18, immediately cure the failure at its own costs. If the Supply still fails the final acceptance tests or in the absence of Final Acceptance within three (3) months Buyer may, at its sole discretion and without prejudice to any other rights or remedies: (i) Accept the non-conforming Supply with a price reduction reflecting the performance shortfall; (ii) Have the Supply repaired or replaced by a third party at Seller's cost; (iii) Require full replacement of the Supply at Seller's cost within an agreed timeframe; (iv) Grant Seller a final opportunity to remedy the failure within a new agreed timeframe; or (v) Terminate the Contract/Order for breach, with reimbursement of all payments made and return of the Supply at Seller's cost, including dismantling and transport.

7.3 Upon completion of the Supply and Final Acceptance test succeed by the Seller, a Final Acceptance report shall be provided by the Buyer and signed by both Parties.

8 - On-Site Services and Safety

8.1 Unless otherwise agreed in the Order, on-site services to be performed by Seller with respect to any Supply shall include the Supply's installation, commissioning, start-up test (if any) and acceptance (if any) of the Supply, as well as training of Buyer's personnel (to the extent applicable), as detailed in the Order.

8.2 The Parties acknowledge that on-site services shall also include services to be performed by Seller (at no extra cost for Buyer) which may not be expressly stated in the Order, but which are required to make the Supply fully compliant with the requirements of the Contract, including the Specifications.

8.3 Seller guarantees that sufficient skilled staff shall be available at all times in the country where the Supply is delivered in order to perform such on-site services. Additional on-site services, if any, must be stated in the Order.

8.4 Seller shall comply with all applicable governmental safety codes, rules, and regulations, all local safety requirements and laws, and any oral or written instructions of the Buyer pertaining to protection of property (including data protection) and the safety and protection of all persons in or about the site where any Order is performed.

8.5 Seller shall comply with the Buyer's policies as reasonably communicated.

9 - Prices, Fees, Costs, Invoices and Payment

9.1 Prices: The total price of the Supply is stipulated in the Order. All prices stated in an Order include, unless otherwise specified in Contract, all costs related to the performance of the Order, including documentation, permits, equipment-testing at Seller's site, packaging, delivery at Buyer's site, insurance, assembly, training, start-up test and commissioning (to the extent applicable). Prices stated in the Order shall include all applicable taxes (but excluding Value Added Taxes (VAT) and shall specify the net price and the amount of taxes.

9.2 If Seller fails to fulfil any of its material obligations under the Contract, then Buyer shall be entitled to suspend payment to Seller until the resolution of the issue. Seller shall not withhold the Supply to be delivered pursuant to the Contract for any reason.

9.3 Buyer shall be entitled to set off any sum of money which is due or payable by it to Seller under the Contract against any sum of money which is then due or payable by Seller to Buyer under the Contract.

9.4 Invoices: Invoices pertaining to any Order shall be made out in the name of, and addressed to, Buyer which issued the Order.

9.5 All sums that are due by Buyer to Seller, as well as payment terms, are specified in the Order. Seller cannot charge extra costs based on the time spent on the project or the overall profitability of the project.

9.6 No invoice shall be due and payable until and unless it contains reference to the relevant purchase order that Buyer has issued to Seller and Seller has provided Buyer with documentary evidence showing that the services or delivery being invoiced have been duly performed in accordance with the Contract, and Seller shall not be entitled to issue the corresponding invoice unless and until such documentary evidence has been duly approved and signed by both Parties. Seller shall not be permitted to set off any amounts payable by Buyer to Seller under the Contract against any amounts payable by Seller to Buyer under the Contract.

9.7 Payment: Buyer shall pay invoices within sixty (60) calendar days of their date of issue, unless otherwise required by law. Failure to pay within the agreed term will automatically result in the payment by Buyer to the Seller of a lump sum compensation for recovery costs of forty euros (€40) and a discharge penalty for late payment equivalent to three (3) times the French legal interest rate in force on the due date.

9.8 Seller shall maintain records of all costs and charges charged to Buyer. Danone (or Buyer) can audit these records to verify that Buyer has not been overcharged.

9.9 The Parties expressly agree to exclude the application of Article 1195 of the Civil Code relating to the revision of the contract for unforeseen circumstances.

10 - Term and Termination

10.1 The Contract starts on the date of earlier of: first Order signed by both Parties, first Purchase Order issued or commencement of the Services, and lasts for one (1) year (the "Initial Period"). At the end of the Initial Period, the Contract will automatically renew for successive periods of one (1) year (each a "Renewal Period"), unless either party serves a ninety (90) days written notification to the other to not renew it at the end of the Initial Period or the current Renewal Period. The term of an Order shall be defined in the respective Order. Orders and Statement of Works shall not renew tacitly.

10.2 The Contract can be terminated by Buyer for convenience and without any indemnity or other form of compensation being due by the Buyer to the Seller, subject to one-month prior written notice. However, the Contract remains in effect until all ongoing Orders are fully performed or terminated, unless otherwise agreed in writing by the Parties. To the extent permitted by applicable local laws, the Order can be terminated by Buyer for convenience (in whole or in part), subject to one month prior written notice and payment of termination fees to the extent agreed upon in an Order.

10.3 Buyer may terminate the Contract or the relevant Order in whole or in part at any time for a material or persistent breach by Seller. If the breach can be remedied, Buyer may only terminate if Seller has not remedied such breach within ten (10) days after Buyer's notice of such breach.

10.4 Danone or Buyer (as applicable) can immediately terminate the Contract or an Order in whole or in part, without compensation with a written notice to Seller if, (a) subject to mandatory provisions of any relevant law, (i) a receiver (or equivalent) is appointed over a substantial proportion of the property or assets of Seller; or (ii) Seller makes any voluntary arrangement (or equivalent) with its creditors or becomes subject to an administration order (or equivalent); (iii) Seller goes into liquidation or ceases, or is likely to cease, to carry on business; (b) if Seller's shareholding structure changes, to the extent such modification is for the benefit of a competitor of Danone/Buyer and/or is likely to undermine the commercial, legal or financial interests of Danone/Buyer.

10.5 Danone or Buyer's statutory termination rights under applicable law remain in full force.

Danone's General Terms and Conditions for Hardware Equipment

10.6 In case of termination of the Contract or any Order for any reason whatsoever, Seller shall, throughout the notice period:

- Continue to perform its obligations in accordance with the Contract and, in particular, at the same pricing conditions which shall remain unchanged until the end of the notice period;
- Provide Buyer all termination assistance to the extent reasonably required by Buyer, to ensure a smooth and efficient transfer to the Buyer or a new seller selected by Buyer; and
- Communicate to Buyer, on a format to be agreed by the Parties, the whole documentation pertaining to the Supply that belongs to Buyer (including, to the extent relevant, user manual, installation and operational documents, technical and functional specifications, and deliverables).

10.7 Any termination is without prejudice to any other rights and remedies available to the Buyer under this Contract or at law.

11 - Productivity, Competitiveness and Innovation

11.1 Seller shall make its best efforts to constantly improve its productivity and will regularly suggest cost-saving ideas to the Buyer without compromising quality.

11.2 The Parties shall review Seller's productivity annually and may agree on a plan to reduce Services costs. Articles 11.1 and 11.2 do not apply to one-time ordered Supply under these GTCs.

11.3 Seller must stay competitive in terms of: price / production capacity / technology and/or quality, as compared to the market.

11.4 Seller must submit any relevant innovation related to the Services prior to disclosing it to any third party. If the Buyer is interested, the parties shall negotiate in good faith the terms and conditions for implementation within one month from Buyer's formal confirmation.

12 - Liability

12.1 The Seller shall indemnify and hold the Buyer harmless from all claims and demands of third parties relating to the Products and/or Services.

12.2 Notwithstanding any provision to the contrary, the Seller shall always be liable for damage caused by gross negligence or willful misconduct and for damage caused to persons.

12.3 The Seller shall indemnify the Buyer against any damage that the Buyer or any third party may suffer as a result of the Seller's or its Subcontractors' failure to perform or comply with any of its obligations under the Contract.

12.4 For any on-site intervention under the Contract, the Seller shall be liable for any damage caused by its personnel or the personnel of its Subcontractors, or by its materials or equipment, to the Buyer or any third party present on the Site.

12.5 Seller guarantees that its total insured amount for its liability hereunder amounts to a minimum of two million and five hundred thousand euros (€ 2,500,000) per occurrence and its insurance coverage shall remain valid as long as the Contract is in force.

13 - Force Majeure

Neither party shall be responsible for a failure to perform its obligations under the Contract if such failure is due to a force majeure event as defined in Article 1218 of the French Civil Code, with the understanding that transport problems, cybersecurity incidents, illness, strikes, raw materials shortage, breach of contract by third parties contracted by Seller or a stagnation in Seller's business shall not be considered force majeure events. Buyer is entitled to terminate the Contract at no cost if a force majeure event continues or is likely to continue beyond fifteen (15) calendar days, without any indemnification or other form of compensation. In case of such termination, the Seller shall promptly refund the Buyer on a pro rata basis any prepaid but unused fees.

14 - Confidentiality

14.1 Each party will: (a) not disclose the other party's Confidential Information to any third parties except as permitted by the GTCs or any Order or Specification; (b) protect the other party's Confidential Information in accordance with Good Industry Practice; (c) only use the other party's Confidential Information for the purposes for which it was disclosed; and (d) ensure that each person to whom it discloses Confidential Information is bound by equivalent confidentiality obligations.

14.2 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 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.

14.3 The parties' confidentiality obligations do not apply to Confidential Information that: (a) was already known to the recipient before it was disclosed by (or on behalf of) the other party; (b) becomes available to the recipient on a non-confidential basis via another third party; or (c) comes into the public domain in a way that does not breach the GTCs or any Order or Specification.

14.4 Upon termination or completion of a GTCs or any Order or Specification, Seller will promptly return, delete or dispose all Confidential Information supplied to it by Buyer and confirm in writing that has been done.

14.5 The Seller must not issue any public statement, promotion, press release or any kind of disclosure to third parties regarding the GTCs or any Order or Specification without Buyer's prior written consent.

15 - Data Protection

15.1 For the purpose of this Article: (a) Data Protection Laws means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 (GDPR); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; and (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) including but not limited with Law 78-17 of 6 January 1978 ("*Informatique et Liberté*") as amended by Law 2018-493 of 20 June 2018; and (b) the terms Controller, Data Subject, Personal Data, Personal Data Breaches, Processing, Processor and Supervisory Authority shall have the meaning as described to it in the GDPR.

15.2 In relation to the performance of its obligations under this Agreement, each Party shall comply with the provisions of the Data Protection Laws and not do, cause or permit anything to be done which may result in a breach by the other Party of Data Protection Laws in connection with the processing of Personal Data under this Agreement.

15.3 The Parties acknowledge and agree that they shall each be a Controller for the purposes of Data Protection Laws and shall each maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any Supervisory Authority on request.

15.4 Seller shall co-operate with Buyer and provide such information and assistance as Buyer may reasonably require to enable Buyer to (i) comply with its obligations under Data Protection Laws in respect of the Personal Data shared under this Agreement and (ii) deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Agreement from the relevant Data Subject or from a Supervisory Authority.

15.5 If Seller receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by Buyer or to either Seller's or Buyer's compliance with the Data Protection Laws, Seller shall

Danone's General Terms and Conditions for Hardware Equipment

promptly notify Buyer and it shall provide Buyer with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

15.6 Notwithstanding Article 15.3, where (and only to the extent that) Seller Processes any Personal Data as a Processor on behalf of Buyer as Controller, Seller will: (a) except where otherwise required by operation of law only act on the written instructions of Buyer, including with regard to transfer of Personal Data outside the European Economic Area; (b) keep Personal Data confidential and ensure that all employees and other individuals Processing Buyer's data are subject to a duty of confidence; (c) take such technological and other security measures as may be appropriate to ensure the security of Processing; (d) only engage other Processors with the prior consent of Buyer and pursuant to a written agreement that imposes obligations on that such other Processors that are no less restrictive than those imposed on Seller under this Article 15.6; (e) take such reasonable steps as are necessary to assist Buyer in allowing Data Subjects to exercise their rights under the GDPR and in meeting its obligations under the GDPR both in relation to the security of processing and in relation to data protection impact assessments and prior consultations; (f) immediately, but in any event within 24 hours, inform Buyer of any actual or suspected Personal Data Breach by sending an email to security.team@danone.com and take all adequate remedial measures immediately and must promptly provide Buyer with all relevant information and assistance as requested by Buyer regarding the actual or suspected Personal Data Breach. In all cases, Seller shall not do any notification, statement, communication, press release or other public announcement relating to a Security Breach without prior consultation and written consent of Buyer; (g) delete or return Personal Data to Buyer as requested by Buyer upon termination of this Agreement; (h) submit to any reasonable audits and inspections by Buyer as legally required pursuant to the GDPR and will provide Buyer with reasonable information upon reasonable notice it requires to ensure that both Parties are meeting their obligations pursuant to Article 28 of the GDPR. Seller will inform Buyer immediately if its instructions infringes the GDPR. In the event the Seller acts as Processor, it shall upon first request of Danone concluded a data processing addendum with Danone or any of its designated Affiliates, including - when deemed required by Danone - Standard Contractual Clauses.

15.7 For the purpose of Article 15.6, a description of the data processing activities, is set out below: (i) Subject-matter, duration, nature and purpose: the personal data is processed for the purpose of providing the services in accordance with this Agreement and solely for the duration of this Agreement; and (ii) type of personal data and categories of data subjects: contact details, including telephone number and email addresses (of employees) of the Parties and/or other business contacts and similar Personal Data.

16- Intellectual Property

16.1 Danone, its Affiliates and Buyers shall retain the ownership of all their respective rights and intellectual property rights. Nothing contained in the Contract shall be construed to grant Seller any express or implied right or license with respect to Danone's, its Affiliate's or any Buyer's intellectual property rights, confidential information or products.

16.2 Seller shall not use Danone's, its Affiliate's or any Buyer's intellectual property rights, including Danone's or its Affiliates or Buyer's (trade) names or trademarks and/or any of Danone's, its Affiliate's or Buyer's products in any external publication, website, social media platform, or any advertisement, without Danone's (or Buyer's, as applicable) prior written consent.

16.3 Seller hereby grants to Buyer a license to use all intellectual property rights pertaining to the Supply or otherwise needed by Buyer (or its sub-contractors) to use, operate, maintain, adjust, modify or repair the Supply. Seller shall provide to Buyer an editable version of any written or

source code intellectual property right for this purpose. Such license shall be an irrevocable, worldwide, non-exclusive license, free of royalty or any other payment and without limit in time. In addition:

- In the event of Seller's non-performance, Buyer shall be granted, free of charge: (i) the right to use all intellectual property rights necessary to complete manufacture and/or installation of the Supply, and (ii) post-warranty, the right to use such rights for maintenance, replacement, repair, modification, and adjustment of the Supply;
- Intellectual property rights arising from adaptations made by Seller (or its subcontractors) at Buyer's request shall remain with Seller, who shall grant Buyer a perpetual, worldwide, royalty-free, non-exclusive license, including rights to modify and sublicense; and
- Intellectual property resulting from joint developments shall be governed by the Contract or, absent such terms, shall vest in Buyer.

16.4 Seller hereby represents that it has all rights necessary to supply Buyer under the Contract and to provide Buyer with all licenses hereunder. Seller fully indemnifies Buyer against all claims and lawsuits from third parties resulting from the design of, or means of, manufacturing the Supply and the use of the Supply, that are based on unfair competition, patents, trademarks, designs, models or any other intellectual property right owned by third parties.

16.5 Buyer shall be entitled to transfer the license to use intellectual property right hereunder to any third party in case of transfer of ownership, or right of possession or use, of the Supply under any contract or operation of law, in order to ensure the ability of said third party to use the Supply in compliance with the Specifications.

17- Governing Law and Jurisdiction

The GTCs and the Contract shall be governed by the laws of France and any dispute shall be submitted to the competent courts of Paris, France, provided that, in addition, Danone shall have the right, at its sole discretion, to bring or initiate any action or proceedings in the place of business of Seller. In the event (i) the choice of governing law or (ii) jurisdiction does not hold, disputes under the GTCs and the Contract shall be settled in the case of (i) above by the law of the country of Buyer's place of business or in the case of (ii) above the court having jurisdiction over the Buyer's place of business. Any Order shall be governed by the laws of the country of Buyer's place of business and any dispute shall be submitted to the competent courts having jurisdiction over the Buyer's place of business. The Vienna Convention on the International Sale of Goods shall not apply.

18- Business Continuity Plan

18.1 Seller shall have in place a Business Continuity Plan to cover any unexpected event that might prevent to fulfill its obligations towards the Buyer and particularly the capacity to supply the Services usually ordered by the Buyer. The Business Continuity Plan, to be mutually agreed between Buyer and Seller, shall apply in the event that Seller no longer has (or in the near future is expected not to have) the capacity to supply the required Services to Buyer.

18.2 Seller guarantees that when the Business Continuity Plan is activated, Seller shall be able to meet the Orders by the Buyer, and make every effort to secure supply and Service Levels on subsequent Orders placed by the Buyer in line with the Business Continuity Plan.

18.3 For the avoidance of doubt, all costs (especially transformation and transportation costs) associated with the activation of the Business Continuity Plan shall be for Seller's account and there shall be no increase to the price payable by the Buyer.

19- Sanctions Compliance

19.1 The Seller 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

Danone's General Terms and Conditions for Hardware Equipment

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 Seller shall immediately inform Buyer if the above representation becomes untrue at any time during the term of this Contract.

19.2 In connection with the performance of this Contract, the Seller 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 the Counterparty, or Buyer or any of Buyer's affiliated companies, 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.

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

19.4 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.

19.5 A breach by the Seller 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.

19.6 The Buyer may, in its sole discretion, suspend its performance of any obligation under this Contract and any purchase order pursuant to the same, and/or terminate this Contract, 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 Seller'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.

19.7 The Seller 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 Seller's Sanctions-related representations and undertakings, or the Buyer's suspension or termination of the Contract.

20- Miscellaneous

20.1 Seller shall not assign or transfer its rights or obligations under the Contract to a third party, without Danone's prior written approval. Danone and Buyer may assign all or part of its rights and obligations under the Contract to any Affiliate by informing the Seller, and Seller hereby gives its consent to such assignment and/or transfer.

20.2 The Contract does not consist of, amount to or create an association, a company or a joint-venture (whether de facto or by agreement) between Seller and Buyer, or a power of attorney from either party to the other, or an agency agreement, or an employment contract.

20.3 All notifications must be made in writing. Verbal communications will only have legal effect when confirmed in writing. Termination notices and claims must be confirmed by registered mail.

20.4 Should any provision of the GTCs be held invalid or unenforceable by a court having jurisdiction, the parties agree that the remaining provisions shall remain in full force and effect.

20.5 Failure by either Danone/Buyer or Seller to enforce any of the provisions of the GTCs or the Contract shall not be construed nor be deemed to be a waiver of either party's rights

thereunder and shall not in any way affect the validity of the whole or any part of the GTCs or the Contract, nor prejudice such party's right to take subsequent actions.

20.6 In case of inconsistency or discrepancy between agreed documents forming a Contract:

- The terms of the GTCs (including any deviations agreed in writing by the parties) shall prevail over the terms of any Order;
- The terms of the body of the GTCs shall prevail over any Appendix to the GTCs; and
- The Appendices to the GTCs shall always prevail over any other document agreed by the Parties.

However, Parties expressly agree that Danone/Buyer and Seller may deviate from these GTCs in an Order if required by applicable mandatory legislation or by explicitly referring to the Article that is being deviated from.

20.7 The Contract, all Orders and all deliverables resulting from the performance of the Services shall be made and agreed in the English language. Translations in any local language, if agreed between Seller and Buyer, shall be prepared at Seller's cost, for information purposes only, and shall have no legal impact or consequences.

20.8 Seller shall implement the agreed crisis management procedure, attached as Appendix 1.

21- Fight Against Concealed Employment

When the Contract enters into the scope of Article L.8222-1 of the French Labour Code, the Seller commits to deliver to the Buyer, upon the signature of the Contract and every six (6) months until the end of its execution, the documents provided by Article D.8222-5 or, where appropriate, Article D.8222-7 of the same Code, and a certificate of delivery of social declarations and payment of social security contributions not older than six months, issued by the URSSAF and specifying, if the Seller has employees, the identity of the Seller, the number of employees and the base salaries reported by the Seller. The Buyer will check with the URSSAF the authenticity of all produced certificate.

Appendices:

1. Crisis Management
2. Sustainability Principles
3. Cybersecurity Schedule

APPENDIX 1 – CRISIS MANAGEMENT

This appendix describes the requirements requested by Danone to be applied in terms of Crisis Management by the Contracting Party.

1. DEFINING A CRISIS

A crisis (hereinto referred to as Crisis) is a situation that has potentially severe negative impacts on people, assets, the environment, the business, and/or Danone's reputation that requires immediate response. A crisis is 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 involvement of the media and/or authorities.

2. ESCALATION PROCESS

The Contracting Party must notify Danone, by phone and email to Danone Contact for this agreement, any situation that may:

- represent a threat to people (consumers, Danone employees or other) 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

In case of a Crisis, notwithstanding the confidentiality terms and conditions of the present contract, the Contracting Party will 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, subject to applicable laws.

APPENDIX 2 - DANONE'S 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 Contract.
- 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.
- 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 Contract.
- 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 Contract, 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 Contract, 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 Contract 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.

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's General Terms and Conditions for Hardware Equipment

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.

Danone's General Terms and Conditions for Hardware Equipment

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 – Cybersecurity Schedule

- 1.** The Seller 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.** Seller 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 Seller 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.** Seller 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 Seller 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.