

DANONE'S GENERAL TERMS AND CONDITIONS FOR MARKETING SERVICES

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.

"Client" shall mean the entity placing the Order and which is either Danone, or any company in which Danone holds part of the capital or of the voting rights.

"Client Data" shall mean all data including Personal Data that is specific to Client and has been generated by Supplier in the course of its performance of the Services.

"Contract" shall mean the contractual arrangement entered into between Client and Supplier with respect to the procurement of the Services as expressed in one or more Order(s) (including their Appendices) and Specifications, together with these GTCs (including its Appendices) and any other document agreed between Client and Supplier.

"Danone" shall mean 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.

"Defects" shall mean any material discrepancy between the provided Services and the Specifications.

"Deliverables" shall mean any agreed work product to be provided by Supplier to Client as a result of the performance of the Services by Supplier, including but not limited to a report, developed software, graphic design products (e.g. logo, packaging design or otherwise), mock ups for point of sale materials or (online) advertising materials.

"GTCs" shall mean these General Terms and Conditions for Marketing Services.

"Orders" shall mean all orders for Services by Client with Supplier.

"Purchase Order" shall mean the written Order confirmation issued by Client to Supplier describing the Services Client has agreed to procure and their associated price points. A Purchase Order generally carries a Purchase Order number which Supplier needs to reference on its invoices.

"Service Levels" shall mean the service levels and key performance indicators as described in the Contract.

"Services" shall mean all services provided by Supplier to Client including Deliverables, if any, as may be further described in the Order and the Specifications, and, to the

extent not already described therein, all activities that are considered part of or incidental to those services and which are of a nature and type that they would ordinarily be performed by suppliers performing services similar to the services as part of or in connection with such services; and all activities that are reasonably necessary for the proper performance and provision of such services.

"Specifications" shall mean the description of Services and agreed upon Deliverables (including Service Levels and relevant standards (ISO, ISAR, BS, etc.)), as further described in (an Appendix to) the Contract or an individual Order.

"Supplier" 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.

"Working Days" shall mean Monday to Friday excluding statutory holidays in the country of the place of business of Client.

1.2 The GTCs apply, in relation to Services provided by Supplier to Client, to (i) offers made by Supplier, (ii) all requests for offers made by Client, (iii) all contracts for Services entered into between Client and Supplier, including the Contract and any Order.

1.3 Any general conditions the Supplier may use that could apply to transactions with Client are hereby expressly rejected and shall apply only if and insofar as these have been expressly accepted in writing by Client. These GTCs prevail over any terms or conditions contained in or referred to in Supplier's quotation or acceptance of an Order or correspondence inconsistent with these GTCs.

2 - Services

2.1 The Services shall be performed in accordance with the highest standards in the marketing industry.

2.2 Supplier shall perform the Services in accordance with the Contract, particularly the Order and the Specifications and in accordance with applicable legal requirements. If applicable, Supplier will deliver the Services at service levels, which meet or exceed the Service Levels. Except for clause 2.6, this clause 2 constitutes an obligation of result, rather than an obligation to perform a certain effort.

2.3 If Supplier fails to provide Services in accordance with the Contract (including Service Levels) - if applicable - Supplier shall apply and calculate service credits in accordance with the Contract. The service credits shall be paid by Supplier to Client at Supplier's initiative as a sum of money on a monthly basis within thirty (30) days of the end of the relevant month. Client shall also have the right to set off such amounts against any invoices due. The payment of service credits are all without prejudice to Client's other rights, including its right to claim performance or compensation for damages subject to the limitation of liability as set forth in clause 12.

2.4 Notwithstanding anything provided to the contrary, expressed or implied, nothing in the Contract shall be construed to require Client to order, reach or maintain a minimum level or volume of Services.

2.5 Unless otherwise agreed in writing between Supplier and Client, Services are performed by Supplier on a non-exclusive basis.

2.6 Supplier shall make its best efforts to constantly improve its productivity. To this end, Supplier shall regularly propose value improvement measures to Client, as well as ideas or projects whose implementation may lead to reduction of cost without loss of quality of the Services.

2.7 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 Services costs throughout the term of the Contract and/or Order.

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

2.9 Supplier undertakes to actively present relevant innovations to Client as of the date on which these innovations are made available by Supplier to other clients.

3 – Orders and Purchase Orders

3.1 If Client wishes to procure Services, then Parties shall enter into good faith negotiations to draw up and execute an Order with respect to such Services.

3.2 Client shall be bound by the Order provided Client has issued a valid Purchase Order in relation to the Order and the Order has been accepted by Supplier. Supplier's written acknowledgment of the Purchase Order, or commencement of delivery of the Services after having received the Purchase Order, whichever is earlier, shall constitute Supplier's acceptance of the Order and the terms of the Contract. (Subsequent) amendments to the Order are binding on Client only if these amendments have been agreed upon in writing by Client and Supplier.

3.3 Until acceptance of the Order by Supplier, Client is entitled to revoke or cancel that Order at any time without being obliged to pay any compensation or damages to Supplier. Supplier will be entitled to cancel the Order if Client has failed to issue a Purchase Order within ten (10) Working Days of the date of execution of the Order by Client and Supplier collectively.

3.4 Any agreed Order shall constitute a contractual relationship only between the Client executing the Order and the Supplier executing the Order. For the performance of the obligations under the Order, Supplier shall only address such Client. Supplier and the Supplier 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 Supplier, nor its

Affiliates, shall hold Danone liable for any damages or losses arising from any act, default, omission, or negligence of the Client executing the Order (as referred to in this clause 3.4), including but not limited to any default payment. The act, default, omission or negligence of the Client executing the Order shall not be regarded as or deemed to be the act, default, omission or negligence of Danone.

4 – Personnel of Supplier

4.1 Supplier is fully responsible for the personnel performing the Services, 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 Supplier's personnel performing the Services remain in all circumstances under Supplier's responsibility, subordination and hierarchical supervision. Supplier assumes all employer-related social and fiscal responsibilities for its paid personnel and shall exercise all management prerogatives over such personnel (rating, promotion, discipline, etc.).

4.3 If Client and Supplier have agreed in the Order that identified named employees of Supplier are critical for providing the Services to Client, such critical personnel may only be replaced after explicit written approval of Client, except for unexpected and unforeseen circumstances. In unexpected and unforeseen circumstances Supplier can temporarily replace critical personnel, provided that Client is promptly informed in writing.

4.4 Supplier shall ensure that all personnel performing Services to Client shall fully comply with all applicable company rules and security procedures at the premises where the Services are performed. Client shall provide Supplier with a digital copy of the applicable company rules and security procedures prior to the date of the start date of the provision of the Services.

4.5 Supplier shall not subcontract all or part of its obligations under the Contract without Client's prior written consent, and any case: (1) Supplier shall remain liable to Client for the performance by any subcontractor of its obligations under the Contract; (2) Supplier shall be solely responsible for payment of any sum due to its subcontractor; and (3) Supplier 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

In addition to any other warranties, express or implied, Supplier represents and warrants that Services: (i) will be performed in a manner that conforms to the level of professionalism and state of the art which is expected from a first class service provider, (ii) are suitable for Client's intended use as communicated by Client to Supplier in advance of the Contract; (iii) are free from Defects; and

(iv) comply with all applicable statutory and regulatory requirements.

6 – Term and Termination

6.1 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 shall not renew tacitly.

6.2 The Contract can be terminated by Client for convenience and without any indemnity or other form of compensation being due by the Client to the Supplier, subject to six (6)-month prior written notice. However, the Contract shall remain in full force until all Orders that are still being performed upon termination of the Contract, are fully performed or terminated in accordance with its terms, unless otherwise agreed in writing by the Parties. To the extent permitted by applicable local laws, and unless otherwise agreed in the Order, the Order can be terminated by Client for convenience (in whole or in part), subject to one (1) month prior written notice and payment of termination fees to the extent agreed upon in an Order.

6.3 Without prejudice to the right to claim additional damages, rights or other remedies to which it may be entitled, including other termination rights set forth in the Contract, Client may terminate the Contract or the relevant Order in whole or in part at any time for a material or persistent breach by Supplier. Where such breach is capable of being remedied, Client may only terminate if Supplier has not remedied such breach within ten (10) days (or any other agreed period) after giving a written notice of such breach.

6.4 Without prejudice to the above, the Contract or an Order may be terminated in whole or in part immediately by Danone or Client (as applicable) if, 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 Supplier; (ii) Supplier suffers an insolvency event; (iii) Supplier makes any voluntary arrangement (or equivalent) with its creditors or becomes subject to an administration order (or equivalent); (iv) Supplier goes into liquidation or ceases, or is likely to cease, to carry on business. Further, the Contract may be terminated immediately in whole or in part by Danone/Client, without being obliged to pay any compensation or damages to Supplier, subject to notification in writing to Supplier, in the event that there is a change of control of Supplier and the Supplier has not obtained Danone’s written consent.

6.5 Supplier’s statutory termination rights under applicable law remain in full force.

6.6 In case of termination of the Contract or any Order for any reason whatsoever, Supplier 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 Client, in addition to the performance of all Services, all termination assistance, to the extent reasonably required by Client, including but not limited to the transfer of Client Data to Client, in order to ensure a smooth and efficient transfer to the Client or a new service provider selected by Client; and
- Communicate to Client, on a format to be agreed by the Parties, the whole documentation pertaining to the Services that belongs to Client (including, to the extent relevant, user manual, installation and operational documents, technical and functional specifications, and Deliverables) and return any Confidential Information communicated on a tangible medium.

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

7 – Prices, Fees, Costs and Payment

7.1 All prices and fees are set forth in (an Appendix to) the Contract or Order and must be restated in each Order. Agreed prices and/or fees are fixed and irrevocable. A price or fee (including costs and disbursements) accepted by Client may not be modified or increased without Client's prior written approval.

7.2 All prices shall be net, excluding VAT or other applicable sales tax, unless agreed otherwise in writing by the Parties.

7.3 All costs and charges in respect of taxes and social security charges and penalties related to the Services are for account of Supplier, with the exception of VAT or other applicable sales tax, unless agreed otherwise in writing by the Parties. Supplier shall indemnify Danone and Client and holds them harmless from any of such costs and charges.

7.4 Unless otherwise agreed in writing in the Order, Supplier shall bear all of its third-party costs and expenses (including accommodation and travel costs) incurred while performing the Services. Supplier shall be responsible for the payment of all these costs and expenses to these third parties. In the event that the parties agree in the Order that Client will reimburse Supplier for these costs, the following shall apply: (1) the costs must be approved by Client in writing before they are incurred by Supplier; (2) the costs will be reimbursed by Client to Supplier on the basis, and within the limits, of Client’s Travel Policy; (3) Supplier must provide Client with the corresponding documentary evidence (invoice, receipts, etc.) before charging the costs back to Client.

7.5 Supplier shall maintain records in respect of all costs and charges charged to Client under the Contract. Danone (or Client) reserves the right to audit these records by its own

internal auditor, or third-party auditor, for the sole purpose of verifying that Client has not been overcharged.

7.6 Client 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 Client to the Supplier 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.

7.7 If Supplier fails to fulfil one or more material enforceable obligations under the Contract, then Client shall be entitled to suspend payment to Supplier until such failure has been cured by Supplier. Supplier shall not withhold the Services to be delivered pursuant to the Contract for any reason, except if Client has not paid an undisputed invoice that is due and payable within thirty (30) days after having twice been summoned to pay.

7.8 Client may set-off the amount of any Supplier invoice due or becoming due to the Supplier with any claim of Client on Supplier.

7.9 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.

8 - Delay

8.1 If there is an imminent delay in the performance of Services, Supplier shall promptly notify Client in writing, stating the reason and consequences of the imminent delay, in addition to measures it shall take to restrict the delay and prevent such delay in the future. Client may inform Supplier whether the proposed measures are acceptable to Client, which will not in any way imply acceptance of the delay and is without prejudice to any other rights and remedies available to Client.

8.2 In the event the Services are not performed by the agreed date, Supplier will be charged a penalty amounting to two percent (2%) of the total or maximum price or fee of the Order per working day of delay or part thereof with a maximum of ten percent (10%), without prejudice to any other rights and remedies available to Client. However, if it is permanently impossible to comply, the full maximum ten percent (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 Client or third parties under Client's direct control, the agreed penalties shall be reduced proportionally.

9 - Performance and Acceptance

9.1 The timely and proper performance of Services is of the essence. Supplier shall strictly adhere to agreed-upon time milestones and time schedules.

9.2 Supplier shall notify Client prior to the performance of the Services, including the provision of Deliverables.

9.3 The (results of) performed Services, including provided Deliverables, are subject to Client's inspection and evaluation. In any case where the Services (whether or not inspected or evaluated by Client) do not comply with the Specifications and other agreed conditions applicable to composition, quality and performance of the Services, Client has the right to reject such Services. If Client rejects the provision of one or more Services, Client shall give notice of rejection to the Supplier specifying the reasons for the rejection. In that case the Supplier shall, within a reasonable time, provide Services which are in all respects in accordance with the Contract. If the Supplier fails to replace any rejected Services by Services which are in accordance with the Contract within a reasonable time as specified by Client, Client has the right to purchase replacement services from another source. Any money paid by Client to the Supplier in respect of the rejected Services together with any additional expenditure over and above the costs reasonably incurred by Client in obtaining replacement services shall be paid by the Supplier to Client within thirty (30) days after receipt of the relevant invoice.

10 - Intellectual Property Rights

10.1 Each party shall remain the owner of all intellectual property rights owned by it prior to its relationship with the other party or created outside the scope, and independently, of that relationship. All rights of intellectual property supplied by a party, including without limitation, rights of literary and artistic property, trademarks, design and model rights, patent or other rights of equivalent nature used for the purpose of performing the Contract, are the exclusive property of that party and the other party does not acquire (nor does any third party), by its activity or the performance of its obligations under the Contract, any ownership or any license or any other right whatsoever on these intellectual property rights.

10.2 Supplier hereby grants to Client a license to use all Supplier intellectual property rights needed by Client (or its sub-contractors) to extent required to be able to use the (results related to the) Services in the ordinary course of its business. Such license shall be for the duration of the Contract (unless agreed otherwise in an Order or if the nature of such license would reasonably entitle Client to a duration without limit in time), is non-exclusive and shall be free of royalty or any other payment. Should Supplier fail to perform its obligations under the Contract, Client and its sub-contractors shall have a free right to use Deliverables previously provided to Client, in order to complete the provisioning of the Services.

10.3 If pursuant to the Order any material which is protected by one or more intellectual property rights owned by Client are provided by Client to the Supplier, the Supplier shall be licensed to use these intellectual property rights for the execution of the concerned Order only and the Supplier shall not in any way by implication or otherwise claim any title to such intellectual property rights.

10.4 The Supplier shall not use Client's intellectual property rights, including Danone name or a Danone Affiliate name and/or any of any intellectual property right pertaining to any Client product, for any purpose other than for performing under an Order. Any exception to this article 10.4 requires the Client's prior written consent.

10.5 Supplier warrants that the Services do not constitute an infringement of any intellectual property rights or any other proprietary right of any third party in all territories concerned.

10.6 All results (i.e. all intellectual property rights, materials generated during the performance of the Services) - whether partial, provisional or final - related to the Services shall be the exclusive ownership of Client as soon as they are created, for the entire duration of the legal protection pertaining to the rights attached to those results. Supplier will provide assistance in any actions that Client may reasonably consider necessary to effectuate the transfer of the aforementioned ownership. Supplier shall indemnify and hold Client and its customers harmless from and against all claims and lawsuits (including legal fees/costs and replacement costs) from third parties for infringement of intellectual property rights or based on unfair competition resulting from the possession and/or use of the goods and Services by Client. Additionally Supplier shall immediately be obliged to either (i) procure for Client the right to continue the use of any intellectual property (allegedly) infringing the intellectual property right of any third party, or (ii) replace such (allegedly) infringing intellectual property right with a non-infringing modification in a manner such that the use by Client of the respective Deliverable, Service or result is not affected in any manner and does not result in any additional costs for Client.

10.7 Client shall be exclusively entitled to all Client Data as soon as such data is generated by Supplier. Supplier will provide assistance in any actions that Client may reasonably consider necessary to effectuate the transfer of Client Data to Client.

10.8 Supplier (or its Affiliates or subcontractors) may use AI Tools solely for initial inspiration prior to creating the Deliverables ("**Idea Generation**"), provided that Supplier discloses such use in writing to Danone when providing such Deliverables to Danone. No other use of AI Tools is permitted except where Danone provides prior written consent to such use pursuant to Clause 10.9.

10.9 If Supplier (or any of its Affiliates or subcontractors) proposes to use AI Tools to assist with the creation of Deliverables or fulfilment of any other obligations under this Agreement for any purposes other than Idea Generation pursuant to clause 10.8 above, Supplier must notify Danone and obtain Danone's prior written consent and at all times comply with such further requirements that Danone imposes as a condition of the consent. Supplier shall include in its notice to Danone, details of the proposed use, including the specific type of AI Tool it intends to use. If Danone does not

provide consent, Supplier (or the applicable Affiliate or subcontractor) may not use the proposed AI Tools.

11 - Default

11.1 If (any part of) the Services performed do not conform to the Contract, Client is entitled to require Supplier to duly remedy the Services, within a reasonable period to be determined by Client, free of charge and without prejudice to any other rights and remedies available to Client.

11.2 In the event Client informs Supplier that it is not performing the Services in accordance with the Contract, Supplier shall promptly report in writing to Client of the measures (which shall be) taken in order for the Services to be performed accordingly and to avoid any such reoccurrence in the future.

11.3 Acceptance by Client of (any part of) the (results of) performed Services shall not be deemed as a waiver of any rights or remedies by Client.

11.3 Any advice or notice provided by Client to Supplier with regard to (results of) performed Services, shall not release Supplier in any way from its responsibility or liability with respect to the proper fulfilment of its obligations under the Contract.

12 - Liability and Indemnification

12.1 The Supplier shall indemnify and hold the Client 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 Supplier shall always be liable for damage caused by gross negligence or willful misconduct and for damage caused to persons.

12.3 The Supplier shall indemnify the Client against any damage that the Client or any third party may suffer as a result of the Supplier'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 Supplier shall be liable for any damage caused by its personnel or the personnel of its Subcontractors, or by its materials or equipment, to the Client or any third party present on the Site.

12.5 Supplier 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 Supplier or a stagnation in Supplier's business shall not be considered force majeure events. Client 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.

14 – Confidentiality

14.1 All information provided by a party under the Contract shall be treated as confidential by the other party and shall be used by the other party only for the purposes of the Contract. The existence and the terms of the Contract shall be treated as confidential by Supplier.

14.2 All rights and information used for the performance of the Contract may only be disclosed to a third party after having obtained the written consent of the party that is the owner of the relevant information and provided that a written confidentiality undertaking has been obtained from the third party prior to any disclosure.

14.3 Upon termination of the Contract, each party shall promptly destroy, or at the discretion of the disclosing party, return all confidential information of the other party that it is not strictly required to retain pursuant to applicable law and which the relevant party is not otherwise entitled to retain pursuant to the Contract.

14.4 Neither party shall make public statements, declarations, advertising, press release or any other divulgation to third parties about the Contract or its subject matter without the other party's prior written consent. In particular, the Supplier shall not make any public statement, communication or press release relating to the Agreement or its relationship with Danone or Client. In particular, in case of Crisis or Incident (each as defined in Appendix 3): (a) the Supplier shall not make any public statement, communication or press release, without Danone's and Client's prior written consent; and (b) any public statement or communication or press release relating to the Crisis or Incident or generally the relationship with Danone and Client, must be approved in writing by Danone and Client before it is made public.

15 – 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 Supplier. 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 Client's place of business or in the case of (ii) above the court having jurisdiction over the Client's place of business. Any Order shall be governed by the laws of the

country of Client's place of business and any dispute shall be submitted to the competent courts having jurisdiction over the Client's place of business. The Vienna Convention on the International Sale of Goods shall not apply.

16 – Data Protection

16.1 For the purpose of this clause 16: (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.

16.2 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.

16.3 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.

16.4 Supplier shall co-operate with Client and provide such information and assistance as Client may reasonably require to enable Client 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.

16.5 If Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by Client or to either Supplier's or Client's compliance with the Data Protection Laws, Supplier shall promptly notify Client and it shall provide Client with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

16.6 Notwithstanding clause 16.3, where (and only to the extent that) Supplier Processes any Personal Data as a Processor on behalf of Client as Controller, Supplier will: (a) except where otherwise required by operation of law only act on the written instructions of Client, 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 Client'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 Client and pursuant to a written agreement that imposes obligations on that such other Processors that are no less restrictive than those imposed on Supplier under this clause 16.6; (e) take such reasonable steps as are necessary to assist Client 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 Client 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 Client with all relevant information and assistance as requested by Client regarding the actual or suspected Personal Data Breach. In all cases, Supplier 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 Client; (g) delete or return Personal Data to Client as requested by Client upon termination of this Agreement; (h) submit to any reasonable audits and inspections by Client as legally required pursuant to the GDPR and will provide Client with reasonable information upon reasonable notice it requires to ensure that both Parties are meeting their obligations pursuant to Article 28 of the GDPR. Supplier will inform Client immediately if its instructions infringes the GDPR. In the event the Supplier 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.

16.7 For the purpose of clause 16.6, 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.

17 – Business Continuity Plan

17.1 Supplier shall have in place a business continuity plan to cover any unexpected event that might prevent to fulfill its obligations towards the Client and particularly the capacity to supply the Services usually ordered by the Client. The business continuity plan, to be mutually agreed between Client and Supplier, shall apply in the event that Supplier no

longer has (or in the near future is expected not to have) the capacity to supply the required Services to Client.

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

17.3 For the avoidance of doubt, all costs (especially transformation and transportation costs) associated with the activation of the business continuity plan shall be for Supplier's account and there shall be no increase to the price payable by the Client.

18 – Sanctions Compliance

18.1 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 Client if the above representation becomes untrue at any time during the term of this Contract.

18.2 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 the Counterparty, or Client or any of Client'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.

18.3 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 Client may reasonably request for the purpose of evaluating the Supplier's or Client's compliance with Sanctions in connection with this Contract.

18.4 Client 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.

18.5 A breach by the Supplier of any Sanctions-related provision shall constitute a material breach of this Contract,

entitling Client to any rights and remedies available thereunder or at law.

18.6 The Client 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 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.

18.7 The Supplier shall indemnify the Client, and hold the Client 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 Client's suspension or termination of the Contract.

19 - Miscellaneous

19.1 Supplier shall not assign or transfer its rights or obligations under the Contract to a third party, without Danone's prior written approval. Danone and Client may assign all or part of its rights and obligations under the Contract to any Affiliate and Supplier hereby gives its consent to such assignment and/or transfer. If the Contract is so assigned by Danone or Client, Danone or Client will inform Supplier accordingly.

19.2 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 Supplier and Client, or a power of attorney from either party to the other, or an agency agreement, or an employment contract.

19.3 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.

19.4 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.

19.5 Failure by either Danone/Client or Supplier 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.

19.6 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 or – if applicable – the cover page of the Contract;

- 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/Client and Supplier may deviate from these GTCs in an Order or – if applicable – the cover page of the Contract, if required by applicable mandatory legislation or by explicitly referring to the clause that is being deviated from.

19.7 The Contract and all Orders shall be made and agreed in the English language. Translations in any local language, if agreed between Supplier and Client, shall be prepared at Supplier's cost, for information purposes only, and shall have no legal impact or consequences.

19.8 Supplier shall implement the agreed crisis management procedure, attached as Appendix 1.

20 - Fight Against Concealed Employment

When the Contract enters into the scope of Article L.8222-1 of the French Labour Code, the Supplier commits to deliver to the Client, 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 Supplier has employees, the identity of the Supplier, the number of employees and the base salaries reported by the Supplier. The Client 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 DANONE REQUIREMENTS

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 Client, 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 Client 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 Client 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 Client will be entitled to terminate the Contract in the conditions of its termination article.
- 1.9. The Client 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 Client 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 Client 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 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.

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 Supplier 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.