

Danone S.A.'s General Terms and Conditions for Software

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.

"Authorised Users" means all persons authorized by the Client or any of its Affiliates to access and use the Services through the Client's account under this Contract.

"Background IPRs" means intellectual property rights that belong to or are licensed to a party prior to the Effective Date and/or that are developed by a party or its licensors separate from and independent of this Contract and without use of the other Party's intellectual property rights or Confidential Information.

"Client" means the entity placing the Order, which could be DANONE S.A. or its affiliates.

"Client Data" means all data, including Personal Data, in any form, supplied by or inputted into the System or on behalf of the Client or generated through use of the Services or any data resulting fully or partially from processing the data inputted into the Services/System, excluding data owned by the Supplier.

"Confidential Information": means all information related to a party (or its Affiliates) that is marked as confidential or considered confidential by a reasonable person.

"Contract" means all Orders and Specifications, together with these GTCs and any other document agreed between Client and Supplier.

"Danone S.A." 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.

"Deliverables" means any outputs (tangible or intangible) of the Services or materials provided to Client hereunder, including those (i) resulting from access to the Software and Supplier's System in connection with the performance of the Services; (ii) specifically created for Client; (iii) containing Client Data or (v) any item identified in a Statement of Work as a **"Deliverable"**.

"Divested Business" means any business that at any time during the Term is an operating division of the Client or an Affiliate of the Client, but ceases to be so as a result of the sale or other transfer of ownership of a majority of the equity interest or all or substantially all of the assets of (a) such business or (b) the Client by its parent;

"Good Industry Practice" means the degree of skill, care and diligence which would reasonably and ordinarily be expected from a conscientious and skilled supplier experienced in providing services equivalent to the Services.

"GTCs" mean these General Terms and Conditions for Software.

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

"Professional Services" means Services provided by the Supplier, in addition to the **Subscription Services**, for helping or supporting the Client to set up and/or use the Software, such as: project management, set-up, training, consultancy, specific evolution.

"Purchase Order" means the written Order confirmation issued by Client to Supplier.

"Services" mean the services, Professional Services, Subscription Services, responsibilities and outputs to be provided and fulfilled by the Supplier under the Contract, as more particularly may be described in an Order or Statement of Work and to the extent not already described therein, all activities that are considered part of or incidental to the 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.

"Software" means the computer programs, including the SaaS offering, on-premise software identified in an Order to which the Supplier provides (i) remote or on the Client's premises (as applicable) access and usage rights as part of the Subscription Services; or (ii) license. Software includes updates.

"Specifications" mean the description of Services and/or associated products and/or Deliverables, as further described in (an Appendix to) the Contract or Order.

"Statement of Work" means a formal document that outlines the detailed scope of work, responsibilities, Deliverables, timelines, and any other pertinent information needed to present the Professional Services to be delivered.

"Subscription Services" means the provision of access and use rights to the Software including all specifications and requirements set forth in an Order, hosting, management and operations of the Software, Support, and maintaining a backup of the Client Data and ensuring an orderly and timely recovery of such data in case of an interruption and any other services included in the license fees, to the extent specified as included in the Subscription Services in an Order.

"Support" means the assistance provided for the software product throughout its lifecycle. This includes services such as troubleshooting, bug fixes, updates, and user guidance.

"Supplier" means, in relation to the Contract the undersigned, and in relation to an Order the legal entity that is bound to perform the Order.

"System" means the combination of hardware, Software, computer and telecoms devices and equipment used by and/or supplied by the Supplier or its sub-contractors (but not hired, leased or loaned from the Client) in the provision of the Services.

1.2 Applicability

These GTCs apply to all offers, requests for offers, and contracts for Services between Client and Supplier. Any general conditions used by Supplier are rejected unless 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. The Parties waive the right to dissolve these GTCs.

2 – Services, Deliverables and License Grant

2.1 Supplier must perform the Services as per the Contract, comply with applicable laws and highest industry standards. If applicable, Supplier will meet or exceed the service levels and key performance indicators as described in the Contract ("Service Levels") and comply with (a) Client's policies as reasonably communicated and as amended from time to time; and (b) the Supplier's own internal security standards. This article 2 constitutes an obligation of result, rather than an obligation to perform a certain effort.

2.2 Supplier shall report on the progress and performance of the Services against the Service Levels, detailing its performance over the previous period at least every month, together with any information required for Client to determine the actual performance of Supplier.

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, notwithstanding the Client's other rights such as but not limited to the right to claim the actual suffered damages and the right to terminate (in part or fully) an Order and/or the Contract. Service credits are paid monthly within 30 days of the month's end. The Client can also deduct these credits from any invoices due.

2.4 Despite anything stated otherwise, the Contract does not oblige the Client to order or maintain a minimum amount of Services or related goods.

2.5 Unless otherwise agreed in writing, Services are performed by Supplier on a non-exclusive basis. 2.6 Supplier shall make its best efforts to constantly improve its productivity and will regularly suggest cost-saving ideas to the Client without compromising quality.

2.7 The Parties shall review Supplier's productivity annually and may agree on a plan to reduce Services costs. Clauses 2.6 and 2.7 do not apply to one-time ordered Services under these GTCs.

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

2.9 Supplier must submit any relevant innovation related to the Services prior to disclosing it to any third party. If the Client is interested, the parties shall negotiate in good faith the terms and

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conditions for implementation within one month from Client's formal confirmation.

2.10 License Grant: Depending on the Software license offering method to be described under the Order/Statement of Work, either Clause 2.10.1 or Clause 2.10.2 below will be applicable for each Order/Statement of Work:

2.10.1 License Grant by the Supplier for Subscription Based License Offerings: During the term of each Order, the Supplier grants the Client and its Affiliates, through their Authorized Users and subject to this Contract and the applicable Order, a non-exclusive, transferable, royalty-free, and sub-licensable right to: (a) Access and use the Software for all business purposes, in both production and non-production environments, with other systems, software, hardware, networks, and services; (b) Generate, store, print, copy, upload, download, and otherwise process all outputs and content resulting from use of the Software, including GUI, audio, visual, and digital content; (c) Use, perform, display, reproduce, modify (including to create improvements and derivative works), distribute, and share the documentation as needed to use the Software under this Contract. To the extent the Software is delivered on the premises of the Client, Clauses 2.10.2.(b) to 2.10.2.(d) will apply to this Clause 2.10.1.

2.10.2 License Grant by the Supplier for Perpetual License Offerings: As of the applicable commencement date as set out in the Order or Statement of Work ("**Commencement Date**"), Supplier grants to Client a world-wide, non-exclusive, irrevocable, royalty-free and perpetual license for Authorized Users to access and use the Software, including, but not limited to the making of copies (for back-up, archiving, operational use and security purposes), distribute, install, operate, support, use, maintain, modify, adapt, customize and develop for internal business purposes. The following terms apply for the license grant as per this Clause:

2.10.2.(a) Right to Sublicense. The license granted to Client under this Clause includes the right to grant sublicenses to (i) any other Danone Affiliate, (ii) any Outsourcing Supplier for the purpose of providing Outsourcing Services, and (iii) any IT Service Supplier to provide services to Danone Affiliate(s). Client agrees to cause its permitted sublicensees to abide by the terms of this Contract.

2.10.2.(b) Delivery. Supplier shall deliver the Software as indicated in the Order/Statement of Work.

2.10.2.(c) Installation. Unless otherwise agreed upon in the Order/Statement of Work, Client shall install the Software.

2.10.2.(d) Location. Client has the right to, free of charge, install and/or relocate the Software at / to any location of any Danone Affiliate, IT Service Supplier and/or any Outsourcing Supplier, either temporarily or permanently.

2.10.2.(e) No Changes without Approval. Supplier shall not change, substitute or modify the (Bespoke) Software, nor make any changes that may affect the specifications thereof without Client's prior written approval.

2.10.3 Use Restrictions. Notwithstanding Client's right under Clause 10.2, all intellectual property in the Software remains with the Supplier and its licensors, and the Client may not remove proprietary notices or reverse engineer the Software unless permitted by this Contract or law.

2.10.4 documentation. Supplier shall provide Client with all documentation regarding the characteristics and possibilities for use of the Software.

2.10.5 Functional Survivorship. Changes to product names, types, functionality, or conditions in the Software do not affect existing licenses or Client rights, and if functionality is removed and offered separately, Client may license it with the same rights at no extra cost, even if bundled with features the Client does not use.

2.10.6 Acceptance Test. If an acceptance test is agreed in the Order or Statement of Work, it will be performed after installation, following the procedure in that document or, if not specified, as directed by the Client.

2.11 Subscription Services: At Client's request, the Supplier will issue an Order to confirm the scope and charges of the Services, provided it aligns with this Contract and the Client's request. Once signed, the Supplier will deliver the Subscription Services as described, in line with the Contract. For clarity, without a signed

Order, this Contract creates no financial obligations or commitments for Danone or its Affiliates.

2.12 Professional Services: The Supplier will deliver the Professional Services and Deliverables as described in the applicable Statement of Work. Services not explicitly listed are still included if they are reasonably related, typically provided in similar contexts, and necessary for proper performance. For clarity, without a signed Statement of Work, this Contract creates no financial obligations for Danone or its Affiliates.

2.13 Deliverables: For any Deliverables under a Statement of Work, the Supplier shall deliver them by the agreed date and give the Client at least twenty (20) business days' prior notice for review and acceptance. The Client shall confirm acceptance in writing within twenty (20) business days, failing which the Deliverable shall be deemed rejected. If a Deliverable is delayed or non-compliant, the Supplier shall promptly notify the Client and correct it at no cost within ten (10) business days. Title passes to the Client upon the earlier of payment, delivery, or availability, and all Deliverables must be free of encumbrances. Risk remains with the Supplier until acceptance. Acceptance must be express, not tacit or implied, and is without prejudice to the Supplier's liability. The Supplier shall also assign any applicable manufacturer warranties to the Client.

3 – Orders and Purchase Orders

3.1 If Client wishes to procure Services, Parties will negotiate to enter into an Order with respect to such Services.

3.2 Client is not bound by the Order unless the Order has been placed on behalf of Client by a duly authorised officer and accepted by Supplier. Supplier's acknowledgment of the Order or the Purchase Order, or commencement of delivery of the Services, or commencement of the performance under the Order, whichever is earlier, shall constitute Supplier's acceptance of the Order and the terms of the Contract. Any changes to the Order must be approved in writing by Client.

3.3 Client can revoke or cancel an Order before Supplier accepts it, without any compensation to Supplier.

3.4 After Supplier accepts the Order, but more than five (5) days before Service starts, Client can cancel or postpone the Order without any compensation, unless a termination fee is agreed in an Order.

3.5 After Supplier accepts the Order, if it is cancelled within five days of Service start, Supplier can claim 25% of the remaining fees unless a different termination fee is agreed.

3.6 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. Danone S.A. cannot be held liable for any damages or losses arising from any act, default, omission, or negligence of the Client executing the Order, including but not limited to any default payment.

4 – Personnel of Supplier

4.1 Supplier 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 Client, except for unexpected and unforeseen circumstances in which Supplier can only temporarily replace the key personnel, provided that Client is promptly informed in writing.

4.3 Client can request Supplier to replace personnel for proper performance without additional costs.

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

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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

5.1 In addition to any other warranties, express or implied, Supplier represents and warrants that: Services will always 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 and that the related goods and related services thereto (i) conform to the Specifications and approved samples, if any, and all other terms of the Contract; (ii) are performed in accordance with any Service Levels/Key Performance Indicators set forth in this Contract, any Order or Statement of Work; (iii) are suitable for Client's intended use which the Supplier has obtained information from Client in writing beforehand; (iv) any Deliverables and the Software will comply with their specifications, documentation and any other requirements relating to them and shall be of satisfactory quality, free from design and other inherent defects and fit for their intended purpose; (v) any software, data or documents to be uploaded onto the Client's computer or telecommunications system, internet or intranet site shall be virus and bug free; and shall be substantially free from material program errors or defects; (vi) comply with all applicable statutory and regulatory requirements; and (vii) (a) Software have been written in an efficient, sound and coherent manner and do not make use of or encompass open source software not specified in the Order/Statement of Work; (b) the Software are suitable for use in connection with the software, systems and hardware (to be) used by Client as may be reasonable expected by Supplier or – when relevant – as may be further specified in the Order/Statement of Work; (c) the Software shall be free from malware upon delivery; (d) the Software, including all updates, upgrades and other revisions or releases to the Software, shall at all times have backward compatibility; (e) Client shall receive the relevant documentation and the documentation shall enable users to make full and effective use of the Software; and (f) if the Software is delivered to the Client with a perpetual license as per Clause 2.10.2, the Software shall be free from encumbrances;

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

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 and Statement of Works 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 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 Client 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.

6.3 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. If the breach can be remedied, Client may only terminate if Supplier has not remedied such breach within ten (10) days after Client's notice of such breach.

6.4 Danone S.A. or Client (as applicable) can immediately terminate the Contract or an Order in whole or in part, without compensation with a written notice to Supplier 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 Supplier; or (ii) Supplier makes any voluntary arrangement (or equivalent) with its creditors or becomes subject to an administration order (or equivalent); (iii) Supplier goes into liquidation or ceases, or is likely to cease, to carry on business; (b) if Supplier's shareholding structure changes, to the extent such modification is for the benefit of a competitor of Danone S.A./Client and/or is likely to undermine the commercial, legal or financial interests of Danone S.A./Client.

6.5 Danone S.A. or Client'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 all termination assistance to the extent reasonably required by Client, 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, Client Data and to the extent relevant, user manual, installation and operational documents, technical and functional specifications, and Deliverables).

6.7 If an Order or Statement of Work is terminated as per clause 6.3 or 6.4, without prejudice to any and all of the Client's rights and remedies, the Supplier shall promptly refund the Client on a pro-rata basis any pre-paid but unused fees.

6.8 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 Prices and fees are set forth in (an Appendix to) the Contract or Order and must be restated in each Order. They are fixed and cannot be changed without written approval from Client. Charges for the Subscription Services include any and all enhancements, modifications and new versions of the Software, and shall be at no extra cost for the Client.

7.2 Prices are net, excluding VAT or other sales tax, unless otherwise agreed in writing.

7.3 Supplier is responsible for all costs, charges, taxes, social security charges and penalties related to the Services and goods, except VAT or sales tax, unless otherwise agreed. Supplier indemnifies Danone S.A. and Client from these costs and charges.

7.4 Unless otherwise agreed in writing in the Order, Supplier bears all third party costs and expenses (including accommodation and travel costs). If Client agrees to reimburse these costs in an Order, they must be pre-approved in writing, follow Client's Travel Policy, and be supported by receipts.

7.5 Supplier shall maintain records of all costs and charges charged to Client. Danone S.A. (or Client) can audit these records to verify 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 any of its obligations under the Contract, Client can suspend payment to Supplier until the resolution of the issue. Supplier shall not withhold the Services

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for any reason, unless Client has not paid an undisputed, due and payable invoice within thirty (30) days after being reminded twice.

7.8 Client may deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to Client.

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 or delivery of goods, Supplier shall promptly notify Client in writing, explaining the reason, consequences, and measures to mitigate and/or restrict the imminent delay.

8.2 In the event the Services are not performed (or the related goods are not delivered) by the agreed date, Supplier 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 Client. 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 Client or third parties under Client's direct control, the agreed penalties shall be reduced proportionally.

9 – Delivery and Acceptance

9.1 The prices for goods related to Services, if any, shall be based on Delivered Duty Paid (“DDP” – Incoterms 2010) at the location specified by Client, including all costs of packaging, unless otherwise agreed in writing.

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

9.3 Supplier shall notify Client prior to delivery of the goods or (results of) the performance of Services.

9.4 The (results of) performed Services are subject to Client's inspection and evaluation, confirming that the requirements of the Contract are met. In any case where the Services (whether or not inspected or evaluated by Client) do not comply with the requirements of the Contract, 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 goods and/or 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 goods or 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 Subject to the Background IPR provisions set out in clause 10.1 and 10.3, all intellectual property rights in the Deliverables shall vest in the Client unconditionally and immediately upon their creation. Accordingly, the Supplier assigns to the Client, with full title guarantee for all purposes, applications and fields of use (including by way of an assignment

of future intellectual property rights) all intellectual property rights in the Deliverables including the right to take action for any past, present and future damages and other remedies in respect of any infringement. The Supplier shall execute, and shall procure that any sub-contractors execute, such documents and do such things as the Client may consider reasonably necessary to give effect to this clause 10.2. The Client grants on an “as is” basis to the Supplier a royalty-free, non-exclusive, non-transferable licence to use, and to permit its Sub-Contractors to use, the Deliverables during the Term solely to the extent reasonably required in order to perform the Services.

10.3 To the extent required by the Client to use the Deliverables or gain the benefit of the Services, the Supplier grants to the Client a perpetual, non-exclusive, assignable, royalty-free and global licence to use, copy, modify and adapt (with the right to sub-license such rights to Client Affiliates, to other third parties engaged by the Client or a Client Affiliate, together with customers and potential customers of the Client and/or Client Affiliates) any Supplier Background IPRs within the Deliverables or provided in conjunction with the Deliverables.

10.4 Without prejudice to the provisions of clause 10.2, to the extent it is not possible because of the application of any Law for the Client to own the intellectual property rights in Deliverables as described in clause 10.2, the Supplier hereby irrevocably grants to the Client a worldwide, royalty free, irrevocable, sub-licensable, transferable and exclusive licence to use, copy, modify, enhance, maintain and create derivative works of, distribute, and otherwise exercise without any restriction all intellectual property rights in each Deliverable (subject to the Background IPR provisions set out in clause 10.1 and 10.3) without further consideration, during the period from the date of the creation of the relevant Intellectual Property Right until the date of its assignment to the Client.

10.5 The Supplier shall ensure that its employees, contractors, consultants and Sub-Contractors waive, and do not exercise, any and all moral rights they might have in the Deliverables.

10.6 In the case of any Supplier Background IPRs licensed by the Supplier from a Third Party and incorporated or provided in conjunction with or in any Deliverable or provided to the Client in conjunction with the provision of the Services, the Supplier warrants that it will have obtained any necessary authority, permission or licence from the relevant Third Party to grant a licence on the same terms as set out in clauses 2.10 and 10.3, as applicable above (save as may be expressly agreed by the parties in accordance with this clause 10.6). The Client will have the right to approve the use of any third party software or other proprietary Supplier products that the Supplier wishes to include as Supplier Background IPRs, to be utilised in the provision of the Services, such approval not to be unreasonably withheld or delayed. In the event that the Supplier is to grant the Client a licence to any third party software or other proprietary Supplier products on terms other than as set out in clause 2.10, 10.2 and 10.3, as applicable, the Client shall be given reasonable prior notice of the third party software concerned and any additional licence terms to those set out above will be subject to the Client's express prior written agreement. If the proposed additional licence terms are not acceptable to the Client (acting reasonably), the Supplier shall procure amendments to the licence terms so as to render them acceptable to the Client, or source alternative third party software or Supplier proprietary products to fulfil the same requirements on licence terms which are reasonably acceptable to the Client.

10.7 The Supplier shall not use Client's intellectual property rights, including Danone S.A. name or a Danone Affiliate name and/or any of any intellectual property right pertaining to any Client product, in any internal or external publication or any advertisement, without Client's prior written consent and only for the sole purpose of performing its obligations arising under the Contract.

10.8 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.

10.9 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

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infringement of intellectual property rights or based on unfair competition resulting from the receipt, possession and/or use of the goods and Services (including the Client's possession, use and/or exploitation of any of the Deliverables) by Client or any possession, use and/or exploitation thereof by any Client Affiliate and their respective contractors, employees and suppliers under this Contract.

10.10 Without prejudice to any other right or remedy the Client may have, if at any time an allegation of infringement of intellectual property rights is made or there is likely to be such an infringement, the Supplier shall, at the Client's option, as soon as possible and at the Supplier's own expense: (a) replace or modify the Services (including any of the Deliverables) with non-infringing substitutes, provided that such substitutes do not adversely affect the performance or material functionality of the Services; or (b) procure for the Client and the Client Affiliates the right to continue receiving the Services or using the Deliverables, provided that there is no adverse effect on (including any reduction in the scope of use of) the Services.

11 – Default

11.1 If (any part of) the goods or Services do not conform to the Contract, Client can demand Supplier to immediately repair or replace the goods or Services, free of charge and without prejudice to any other rights and remedies available to Client.

11.2 If 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 to fix the Services and prevent future issues.

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

11.4 Any advice or notice provided by Client regarding the goods or (results of) Services, shall not release Supplier from its responsibility or liability to meet Contract obligations.

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. In case of such termination, the Supplier shall promptly refund the Client on a pro rata basis any prepaid but unused fees.

14 – Confidentiality and Client Data

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) Client from disclosing Confidential Information with its other suppliers to the extent that they need the information to provide supplies to Client; 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, Supplier will promptly return, delete or dispose all Confidential Information supplied to it by Client and confirm in writing that has been done.

14.5 The Supplier 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 Client's prior written consent.

14.6 The Supplier acknowledges that the Client Data is (i) Confidential Information; (ii) the property of the Client and the Client reserves all intellectual property rights which may, at any time, subsist in the Client Data. Subject to the terms and conditions of this Contract, Client hereby grants Supplier a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license to use or process the Client Data strictly as instructed by Client and solely as necessary to provide the Services for Client's benefit as provided in this Contract for so long as Client stores such Client Data for such use or processing by or on behalf of Supplier. The Supplier shall only store, copy or use the Client Data in accordance with the Laws, in so far as necessary to perform its obligations under the Contract. The Supplier will not use Client Data or derive information from it for any purpose other than for the provision of the Services.

14.7 The Supplier shall immediately inform the Client of any unauthorized access, disclosure, alteration or deletion of Client Data (hereinafter a "Data Breach"), and promptly provide the Client with all details necessary for the Client to evaluate the extent and gravity of the Data Breach. The Supplier shall take all measures necessary to mitigate the effects and minimize the damages resulting from a Data Breach.

14.8 Promptly upon expiration or termination of this Contract or any Order and no later than thirty (30) days thereafter, the Supplier shall return (in CSV file format or such format mutually agreed by the parties) or destroy, depending on instructions previously issued by the Client, all associated Client Data it holds on behalf of the Client. The Supplier must also return all associated non-electronic Client Data in its possession.

14.9 This clause will remain in force for five (5) years after the termination or expiry of this Contract or the applicable Order, for whatever reason.

15 – Governing Law and Jurisdiction

The GTCs and the Contract shall be governed by the laws of the France and any dispute shall be submitted to the competent courts of Paris, France, provided that, in addition, Danone S.A. 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

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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: (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 Contract, 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 Contract.

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 Contract and (ii) deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Contract 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 Contract 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 Contract; (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 it's 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 Contract and solely for the duration of this Contract; 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 Orders by the Client, and make every effort to secure supply and Service Levels on subsequent 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

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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.A.'s prior written approval. Danone S.A. and Client may assign all or part of its rights and obligations under the Contract to any Affiliate by informing the Supplier, and Supplier hereby gives its consent to such assignment and/or transfer.

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 S.A./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;
- 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 if required by applicable mandatory legislation or by explicitly referring to the Clause that is being deviated from.

19.7 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 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.

19.9 In the event the Client divests one or more of its operating divisions or Affiliates, or the Client itself is divested, the Client may in its sole discretion by written notice to the Supplier

transfer the Client's access rights, assign in part, or grant sublicenses, as applicable, under this Contract to each Divested Business to allow each Divested Business to continue to access and use the Services and documentation to the same extent as prior to the divestiture for a period whose duration is the greater of: (i) up to the expiration of the term of the relevant Order/Statement of Work; or (ii) twenty-four (24) months following the divestiture event, as per Client's request, and the Supplier agrees in performing the Services for the Divested Business for this period. Following such divestiture, the Client shall have no obligation or liability for any amounts payable for a Divested Business's use of the Services or any other performance or nonperformance by any Divested Business, provided that such Divested Business agrees in writing to be liable directly to the Supplier therefore. Use of the Services by the Client and all Divested Businesses shall be aggregated for the purposes of calculating any required minimum use of the Services and all volume-based rates and discounts due Client and such Divested Businesses hereunder.

19.10 To the extent the Software is delivered to the Client with a perpetual license as per Clause 2.10.2:

19.10.1 in the event the Client acquires a business by means of (i) an acquisition of shares (and such company acquired qualifies as a Client Affiliate); and/or (ii) a merger, acquisition of assets (and liabilities, if applicable) or in any other manner or form ("**Acquired Entity**"), Client shall be entitled to have this Contract apply to such Acquired Entity and Supplier shall provide such assistance as necessary to have the Acquired Entity obtain the full benefit of this Contract.

19.10.2 insofar as the Acquired Entity already has software of Supplier in use prior to the acquisition by Client ("**Prior Software**"), Client shall (on notice to Supplier) be entitled to (in respect of the Prior Software): (i) assign (or have assigned) any agreement to the Client or to another Client Affiliate; (ii) transfer to Client (to be regulated under this Contract) the licenses rights (use entitlements) and/or (total or any part of) maintenance acquired under any agreement (this include the option to convert entitlements to the entitlement-type(s) under this Contract); and/or (iii) terminate (with no financial consequences) any agreement(s) in their entirety.

19.10.3 Supplier acknowledges and agrees that in case the Client at its sole discretion decides to restructure Danone group then at Client's request Supplier shall enter into a new agreement with Client restructured entity with the same terms and conditions as set out in this Contract and make adjustments to this Contract to the extent it relates to the restructured part of Danone Group. As a result of the foregoing action, the only change in this Contract and the new agreement shall be a prorata apportionment (including assignment) of the rights and obligations of the parties to the extent it relates to the restructured part of Danone Group. For the avoidance of doubt, neither Client nor the restructured entity shall be under an obligation to procure additional licenses and corresponding services.

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.

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Appendices:

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

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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 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;

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- 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)

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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.

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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.