

<p>ORIGIN : GR - ROQUETTE GROUP DOMAIN : QA - Quality</p> <p>Roquette Restricted</p>	 <p>SUPPLIER QUALITY AGREEMENT (SQA)</p>	<p>SP-SPECIFICATIONS : SPQAGR1009EN EDITION : 1 APPROVED ON : 19 Aug 2022</p>
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1. Introduction

This document defines the quality requirements applicable to certain ROQUETTE suppliers as further defined in §1.2 “Scope”.

This Quality Agreement is entered by and between:

The “SUPPLIER” acting for themselves and on behalf of its Affiliate companies

AND

ROQUETTE FRERES, acting for themselves and on behalf of its Affiliate companies.

1.1. Definitions

“**Affiliate**” means herein a corporation, company, or other entity, now or hereafter, directly or indirectly, controlled by, or controlling, or under common control with or by one of the Parties, and such corporation, company or other entity shall be deemed to be an Affiliate so long as such control exists. “Control” means to have, in accordance with Article L.233-3 of the French Commercial Code, directly or indirectly, the power to direct or decide the management and policies of a corporation, company or other legal entity, whether:

(i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or managing officers,

(ii) by contract or

(iii) otherwise.

“**Products**” means the type of products defined in §1.2 hereunder

“**Services**” means the range of services defined in §1.2 hereunder

1.2. Scope

This quality agreement shall apply to deliveries of Products or Services entrusted to SUPPLIER within the scope as further defined hereafter

Products scope:

- Packaging
- Chemicals
- Ingredients (basic & complex)
- Finished products
- Raw materials (cereals)

Services scope:

- Warehousing
- Laboratories analysis
- Packing activities
- Production subcontracting.

Products or services can be intended for Food/ Feed markets and/or for pharmaceutical and/or cosmetics and/or other industrial applications, as defined in the Product or Services technical specifications issued by ROQUETTE.

1.3. Duration

This Quality Agreement shall become effective at from its date of signature and shall remain in force during the whole supplying period.

This Quality Agreement shall become an integral part of any contractual documentation, in whatever form (herein “**Contract(s)**”) executed between the parties for the delivery of Products and/or Services to ROQUETTE.

2. Confidentiality

SUPPLIER agrees to keep confidential any ROQUETTE proprietary information to which it may be guaranteed access during the performance of this Quality Agreement, Use of ROQUETTE proprietary information is limited to those items which are strictly necessary for the supply to ROQUETTE of Products and/or Services entrusted as per a contract or as part of any exchange in between ROQUETTE and SUPPLIER and may not be used for any other purpose.

Furthermore, the use of ROQUETTE’s logos, trademarks and commercial name is banned except in case of written acknowledgment from ROQUETTE.

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3. Scope of Application & Regulatory Compliance

Products and Services entrusted to SUPPLIER are intended to be marketed and/or integrated in ROQUETTE operations.

SUPPLIER shall comply with all applicable laws and regulations including in particular, as per the specifications defined by ROQUETTE and transmitted to SUPPLIER, and those governing the provision of Products and Services and agrees to modify any non-compliant Products and/or Services at no additional costs to ROQUETTE so as to maintain such compliance.

4. Authorities Inspections

The Products and/or Services ordered by ROQUETTE may be subject to inspection by authorities at SUPPLIER's premises.

SUPPLIER shall notify ROQUETTE, in writing and without delay, of any regulatory breach identified during the inspection, and shall provide ROQUETTE with the Authorities' written conclusion.

SUPPLIER shall take all corrective actions required by the Authorities to remedy such breach, at no cost to ROQUETTE.

If any non-conformity is identified by ROQUETTE as a regulatory breach and is not or cannot be corrected by SUPPLIER, ROQUETTE reserves the right to suspend or terminate all or part of any ongoing order(s) without incurring any liability thereof.

5. Product Fraud

In order to control intentional fraud (to get gains / savings), that may impact Products or Services quality, SUPPLIER warrants it has carried out a fraud risk assessment and implemented a fraud policy in its purchasing and/or quality management system.

6. Product Defense

In order to control the risk of intentional/malicious act of contamination on its products or services, SUPPLIER warrants it has carried out a product defense risk assessment and implemented a Product Defense and security policy in its quality and/or security system.

7. Traceability & Crisis management

During the entire term of the Contract, SUPPLIER shall implement and maintain a traceability system for Products and/or Services delivered to ROQUETTE and shall require the same implementation to its own suppliers and subcontractors involved in the performance of the Contract(s).

As long as the Parties remain into a commercial relationship for Products or Services, SUPPLIER shall implement and maintain a crisis management system (allowing a recall procedure of Products delivered under the ROQUETTE orders).

SUPPLIER shall perform a traceability test at least once each year and a recall test on regular basis (and in no event not less than every 3 years).

All relevant data relating to the traceability system for Products and/or Services implemented by SUPPLIER shall be stored by SUPPLIER for a minimum period of seven (7) years as from their creation. ROQUETTE may request communication by SUPPLIER of any such data with reasonable notice.

For specific Products or Services use and/or following identified application need, a longer storage duration can be requested.

8. Change Control

SUPPLIER shall have a documented and effective change control system in place (including for any temporary deviation) relating to the design and the manufacturing process of the Products.

Any anticipated change that may have an effect on the quality of Products or Services shall be acknowledged by ROQUETTE in writing prior to its implementation.

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ROQUETTE shall be notified at least six (6) months in advance of any such Change.

Changes resulting from an evolution in any applicable laws and regulations requirements only affecting the Products or Services supplied by SUPPLIER shall be borne by SUPPLIER unless otherwise agreed between ROQUETTE and SUPPLIER.

9. Right to Audit

At ROQUETTE's written request, SUPPLIER shall allow ROQUETTE, their customers, or a third party of its choice to carry out on-site audits of SUPPLIER's facility(ies) with a reasonable prior notice.

Such an audit shall take place during normal business hours and shall not disrupt SUPPLIER's manufacturing operations.

At ROQUETTE demand, SUPPLIER shall grant reasonable access to ROQUETTE supplied Products or Services manufacturing areas, and, to all documentations related to the supplied Products and Services.

ROQUETTE audit report will be communicated to SUPPLIER. If relevant, SUPPLIER shall promptly take any corrective action to comply with its contractual/legal obligations and comment improvement axes within 3 calendar weeks.

Each Party will bear their own respective costs and expenses associated with any of the foregoing.

10. Product release – Out Of specification Products

SUPPLIER shall implement and maintain a product release management system. Among others, SUPPLIER shall keep documented information related to the product release (including evidence of compliance to acceptance criteria, batch traceability...).

As soon as becoming aware of it, SUPPLIER warrants that it will inform ROQUETTE of any non-compliance related to (1) ROQUETTE Specifications or (2) any other quality issue affecting the Products or the Services. SUPPLIER shall take all measures to correct those non-conformities at no cost to ROQUETTE.

11. Allergens – Cross contamination risks

SUPPLIER is required to conduct an Allergens and Cross contamination risk assessment and to have taken all necessary measures to control these risks during manufacturing, packaging, storage and Shipping products.

Supplier shall notify ROQUETTE in case of use and / or handling of new allergens substances in the equipment/areas where Products are used/stored.

12. Product or Services claims

Each time SUPPLIER receives a Product or Service quality notice, it shall communicate to ROQUETTE within a reasonable period of time the traceability elements, the findings of the investigation (including the root cause analysis) and the potential corrective and preventive measures taken.

SUPPLIER NAME:

Registration number (SAP or IT identification)

Address

ON BEHALF OF SUPPLIER

Name

Title

Signature

Date

ON BEHALF OF ROQUETTE

Name

Title

Signature

Date