


<p>1. PURPOSE</p> <p>1.1 Subject to any Particular Terms of Purchase agreed between the Purchaser and the Supplier, these General Terms of Purchase and its Appendices (“GTP”) determine the terms and conditions applicable to the supply of goods, equipment, parts (the “Goods”) or the performance of services (the “Services”) by the supplier (hereinafter the “Supplier”) to ITACEL FARMOQUIMICA LTDA, a company organized and existing under the laws of Brazil, headquartered in the city of Itapevi, State of São Paulo, at Rua Doutor José Alexandre Crosnag, nº 645, bairro Vila Santa Flora, ZIP CODE: 06680-035, duly registered with the CNPJ/ME under nº 26.900.420/0001-18, on its own behalf or on behalf of its Affiliate(s) (the “Purchaser”).</p> <p>1.2 The Purchaser and the Supplier are hereinafter referred to as individually the “Party” and collectively the “Parties”. When the Purchaser acts on behalf of its Affiliates, it is merely to simplify the signature of a Contract, and the Purchaser shall, in no event be responsible or liable for any action or omission of any of its Affiliates.</p>
<p>2. CONTRACTUAL DOCUMENTS</p> <p>2.1 The entire agreement between the Parties shall consist of the following documents, listed in decreasing order of priority (the “Contract”) :</p> <ul style="list-style-type: none"> - the Particular Terms of Purchase if any, - the GTP and its appendices, - the Specifications, - the Orders <p>2.2 All documents other than those mentioned in article 2.1 shall not be applicable between the Parties, unless expressly otherwise specified in the Particular Terms of Purchase or in the Order.</p> <p>2.3 Any modification to the Contract must be in writing and shall be in the form of an addendum or an amendment.</p>
<p>3. DEFINITIONS</p> <p>3.1. “Affiliate” means any company directly or indirectly (a) owning or/and controlling a Party or (b) controlled by a Party or (c) under common control with this Party, where “own” means direct or indirect ownership of 50% or more of the equity shares, and “control” means direct or indirect ownership of 50% or more of the voting rights.</p> <p>3.2. “Appendix” or “Appendices” means the documents annexed to these GTP and which shall form an integral part of the Contract.</p> <p>3.3. “Force Majeure” is defined as any event which cause arose after the effective date of the Contract and which was beyond the control, unforeseeable at the time of the effective date of the Contract, and without the fault or negligence, of either Party, and which could not be prevented or avoided by appropriate measures, under the terms of art. 393 of the Civil Code.</p> <p>3.4. “Intellectual Property Rights” means all rights, registered or not, including copyrights and neighboring rights (including rights in software and databases), rights to inventions, patents, patent applications, utility models, trademarks, trademarks applications, designs, patent designs, sui generis rights of database producers, domain names, rights in legal names, trade names and brands, formulas, processes, knowledge, methods, algorithms, specifications, data, rights related to know-how, trade secrets, commercial and industrial secrets, all property rights attached to the above-mentioned rights or any form of similar protection worldwide.</p> <p>3.5. “Order” means any and all purchase order(s) and amendments thereto, placed by the Purchaser under these GTP, providing without limitation the description (quality and quantity) of the Services and/or of the Goods, the date and place of Delivery of the Goods or performance of the Services. An Order may be composed of an open Order associated with call ups, in which case, the call ups will specify the quantities and Delivery/performance dates for the Goods and/or the Services.</p> <p>3.6. “Particular Terms of Purchase” means the deviations or additions to the GTP that could be negotiated and agreed in writing by the Parties.</p> <p>3.7. “Specifications” means the technical requirements agreed by the Parties.</p> <p>3.8. “Supplier Quality Agreement” means an agreement incorporated by reference in any Order defining the minimum quality requirements expected by the Purchaser.</p> <p>3.9. “Sanctions and Export Control Regulations” means any law, regulation, statute, prohibition, executive order or similar measure applicable to the Goods and Services, to Supplier and relating to the adoption, application, implementation, and enforcement of economic sanctions, export controls, trade embargoes, or any other restrictive measures.</p>
<p>4. ISSUING, EFFECTIVE DATE AND TERM OF THE CONTRACT</p> <p>4.1. Issuing Purchaser may place Orders over the internet, by mail, electronic data exchange or any other means. The Contract’s documents – as listed in article 2 – may be in electronic form (digital copy sent by email, or electronic signature by the use of a method such as the DocuSign process or any other electronic signature process which is compliant with the applicable national and international regulations) and as such they have, in electronic form, the value of originals.</p> <p>4.2. Under no circumstances does the Contract give Supplier exclusivity for the supply of any Goods and/or performance of Services, nor does it entitle the Supplier to any minimum volume of purchase. .</p> <p>4.3. Acceptance and Effective date The Supplier undertakes to acknowledge receipt of the Order within two (2) working days from the Order’s date. In the event the Supplier has reservations to the Order, the Supplier must communicate them in writing to the Purchaser in the acknowledgement of receipt. By communicating reservations, the Supplier makes a counteroffer which may be accepted by the Purchaser. In the absence of acknowledgment of receipt, the Order shall be deemed accepted without reservation by the Supplier upon expiry of the two (2)-day period or upon beginning of performance of the Order by the Supplier. The Contract shall be formed upon acceptance of the Order by the Supplier, or acceptance of the counter-offer of the Supplier by the Purchaser, under the aforementioned conditions.</p>
<p>5. MODIFICATIONS AND EXEMPTIONS</p> <p>The Purchaser may, at any time, request modification(s) in the Specification or any other provision of the Contract. If such modifications affect the cost, time or any condition required for performance of the Contract, the Supplier shall submit the Purchaser promptly in writing, but in no event later than ten (10) days after the receipt of the Purchaser’s notice of modification, a request for equitable adjustment to the price, delivery schedule and/or other provision – as the case may be. The Parties shall promptly negotiate an amendment to the Contract to provide for an equitable adjustment. In the absence of such request, the Supplier shall be deemed to have waived its rights for an adjustment and shall carry out the requested modifications, and the Purchaser shall be entitled to assume that such modifications will not have any impact on any material term of the Contract, including delivery schedule, warranties and price. When (a) the continuance of the performance of the Order under the original conditions is likely to be detrimental to the Purchaser, (b) the change consists of a suspension of the works performed under the Contract, or (c) there is an urgency, the Supplier shall implement the modifications without delay, notwithstanding that the Parties have not yet negotiated on any equitable adjustment. In parallel, the Parties will continue to negotiate in good faith an equitable adjustment to the Contract.</p>
<p>6. DELIVERY TIMES</p> <p>6.1. Deadlines. Compliance with deadlines for Delivery, performance of the Services, repair or replacement of the Goods/Services is an essential element of the Contract. Supplier shall notify Purchaser immediately of any event which could lead to a delay in the performance of the Order, and shall set out, and agree on a corrective action plan to minimize such delay(s) with the Purchaser.</p> <p>6.2. Delay. Any delay by Supplier shall be deemed a material breach of the Contract.</p> <p>6.3 Any delay in delivery or in the performance shall, ipso jure, be subject to the application of a fine on Supplier without any prior written notice or formalities, at a rate of three percent (3%) of the total value of the Contract per started week of delay or any other rate as specified in the Particular terms and conditions, if any. Purchaser reserves the right to claim additional remedies and damages for the delay from the Supplier in the event its actual loss exceeds the amount of liquidated damages.</p>
<p>7. DELIVERY, TRANSFER OF RISK AND TITLE, ACCEPTANCE</p>

7.1. The delivery of Goods shall be made in compliance with ICC Incoterms® 2020 as provided in the Order (the “Delivery”), failing such provision, it shall be made in compliance with DDP Incoterms® 2020.
7.2. The transfer of title shall pass upon Delivery of the Goods, or upon payment by Purchaser, whichever is earlier. Risks relating to the Goods are transferred to the Purchaser upon Delivery of the relevant Goods.
7.3. The Goods must be delivered with all the documentation required for their use, storage and maintenance (if applicable), as well as a delivery slip, featuring the Order number, full description and quantities, as well as the place of Delivery.
7.4. Where applicable, the acknowledgment of receipt or use of the Goods or Services by the Purchaser, whatever the form, including the receipt slip provided to the transporter (or Supplier as the case may be) does not constitute acceptance of the delivered Goods or Services. The Goods and Services shall not be deemed accepted until Purchaser has had full opportunity to inspect the relevant Goods and Services and conduct all testing to check if the Goods and Services match with the Specifications or otherwise, in accordance with the Purchaser’s standard technical acceptance process. Such inspection and testing will be done within a reasonable time following delivery of the Goods and performance of the Services, unless a specific time frame is contained in the Order or Specifications.
7.5. Purchaser may, at its discretion and without prejudice to any claim for remedies and damages, either refuse non-compliant Goods and/or Services and demand their replacement, reiteration or the implementation of corrective measures, free of charge, or cancel all or part of the Order and demand the reimbursement of the amounts already paid or the costs incurred. In the event the Goods and/or Services are rejected, the Purchaser shall i) hold a possessory lien over the said non-compliant Goods/Services until the full reimbursement of the amounts owed by Supplier and ii) be free to bill the administrative costs generated by the processing of the observed instances of quality non-compliance at a minimum fixed rate of 1,500.00 Brazilian Reais per non-conforming Item where it is detected in the Purchaser’s premises; or 5,000.00 Brazilian Reais where the non-conformity is detected after delivery of the Good to an end-customer.
7.6. The Purchaser is entitled to refuse any Delivery which does not match the amounts/quantities and particularity specified in the Order (insufficient or surplus amounts).
8. SPECIFIC GOODS, TOOLINGS AND EQUIPMENT FINANCED OR MADE AVAILABLE AS PART OF THE ORDER
8.1. Specific goods, toolings and equipment made available for the performance of the Order, either directly by the Purchaser to the Supplier or manufactured by the Supplier on behalf of and at the expense of the Purchaser, in full or in part, shall be the property of the Purchaser and must be marked by the Supplier to indicate the Purchaser’s ownership. Such goods, toolings and equipment shall be fully insured by the Supplier until these are delivered to the Purchaser. The said specific goods, toolings and equipment must be used only for the performance of the Order and returned to the Purchaser upon request, without Supplier being entitled to any possessory lien. Potential repairs and maintenance of said equipment, toolings and goods shall be carried out by the Supplier. Supplier undertakes to i) maintain specific goods, toolings and equipment in a normal operating condition, as necessary for the performance of the Order, and ii) replace them at no additional expense to the Purchaser.
8.2. The Supplier shall be solely liable for any damage resulting from the use of these specific goods, toolings and equipment, and for any damage resulting from a defect in such goods, toolings and equipment of which the Purchaser was unaware.
9. ETHICS AND COMPLIANCE, FIGHT AGAINST UNDECLARED WORK
9.1. Supplier represents and warrants its compliance with all tax, anti-money laundering, export control and economic sanctions, anti-corruption and anti-bribery laws and regulations. Throughout the term of the Contract, the Supplier agrees to comply with (a) Roquette’s Supplier Code of Conduct (the “Code”), a copy of which is attached in Appendix 1, and (b) all regulations relating to labour, worker, health and safety, environment, food safety, anti-bribery, and other laws applicable to Supplier, as well as the international human rights and labour standards referred to in the Code. This Code constitutes an integral part of the Contract.
9.2. In the event that the Supplier becomes aware or suspects behaviors that are contrary to the principles listed in the Code during the term of the Contract, the Supplier agrees to raise the issue immediately to the Purchaser attention by making a report on such issue on Roquette’s alert line called “SpeakUp” : through the QR code

9.3. The Supplier agrees that any non-compliance with or breach of the Code, or of these provisions relating to the Code, is considered to be a material breach of the Contract by the Supplier giving the Purchaser a right to terminate the Contract with immediate effect, without notice or any obligation to compensate the Supplier, and without prejudice to any other rights available to the Purchaser whether in law or in contract, in particular, but not limited to, losses, damages and indemnities of any kind for breach.
9.4 The Supplier is solely liable before the Labor Court and, only he, will be responsible for any labor claims and indemnity actions for work accidents or of any other nature that may eventually be claimed by its employees/collaborators/sub-contractors, victims, third parties, in the contractual relationship, object of this instrument, guaranteeing the Buyer, total exemption from obligations of this nature. Whenever requested, the Supplier undertakes to present to the Buyer its official certificates related to the fulfillment of its obligations related to federal, state and municipal taxes and other ancillary obligations, as well as its regularity before the Severance Fund (FGTS) and a clearance certificate of labor debts, issued by the Superior Labor Court (TST). In the event that the Buyer is affected by any labor demand or claim by employees or representatives of the Supplier, attributable to the Supplier’s responsibility, the Supplier undertakes to promptly assume liability, fully and without limitations, keeping the Buyer harmless and exempting it from any liability or expense incurred in this regard, and the Supplier must reimburse such expense within a maximum period of 5 (five) days from the date of disbursement, and the Buyer is hereby entitled to withhold and deduct these disbursements from any due and/or future payments to which the Buyer is entitled.
10. PERFORMANCE OF THE CONTRACT
10.1. General. The Supplier must perform the Order in accordance with the Contract, including Roquette’s Code of Conduct and where applicable the Supplier Quality Agreement and the Charter for Suppliers Intervening on Site, all laws, regulations, standards applicable to the Goods/ Services, and state of the art practices. The Supplier has an obligation of results with regards to the compliance with the aforementioned commitments. The Supplier warrants it has the authorization, expertise, resources and organization required to meet technical, commercial, logistical, security and quality requirements of the Contract and undertakes to perform the Contract with all due care and skills. The Supplier shall, within twenty-four (24) hours of its detection, inform the Purchaser of any fault or incident related to the Goods and/or Services or to the performance of any of its contractual obligations
10.2. Default in the performance of the Contract. If the Supplier is unable to meet any of its contractual obligations, including the Specifications of the Contract, the Purchaser shall be allowed to, after having fulfilled the required legal process, (i) involve a third party, at the Supplier’s expense, to perform the Contract, in lieu and in place of the Supplier, (ii) suspend the performance of the Order at the risk, account and expense of the Supplier, or (iii) terminate the Contract and in any case, (iv) claim all associated costs and damages from the Supplier.

<p>10.3. Corporate changes. The Supplier must inform the Purchaser of any major change likely to affect the performance of the Contract by the Supplier, the commercial position of the Purchaser or create a conflict of interest with the Purchaser (each a “Detrimental Impact”), regarding (i) their legal situation (including notably their shareholders), (ii) their organization, (iii) their premises or resources, (iv) their scope of activity, (v) their certificates, qualifications and authorizations or (vi) their manufacturing process. If the Purchaser deems that this change may have a Detrimental Impact on the Purchaser, then the Purchaser is entitled to terminate any Order.</p>
<p>10.4. Purchaser’s quality requirements. For the Goods and Services used or involved in the manufacturing or supply chain process, compliance with Supplier Quality Agreement terms and conditions is a material obligation of the Supplier.</p>
<p>10.5. Audits: Provided it informs Supplier five (5) calendar days in advance, Purchaser shall be entitled to conduct audits at the facilities of Supplier or its subcontractors, or at any other site.</p> <p>Such prior notice shall not apply in case of proven or suspected major breach in the performance. Such audits may cover compliance with any of Supplier’s obligations, including but not limited to contractual, regulatory, safety, manufacturing, quality, ethics and compliance requirements and best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences and shall be kept confidential in accordance with article 17. Upon request, Supplier shall make available to Purchaser all relevant documents pertaining to the performance of the Order. In the event that a non-compliance of Supplier is discovered, the costs of the audit or assessment will be borne by Supplier. Such audits and/or quality controls shall not lessen Supplier’s responsibility, in particular with regard to the extent of its own controls, and shall not affect Purchaser’s right to refuse all or any portion of the Services and/or Goods. Supplier shall provide to Purchaser all assistance necessary for carrying out such audits and/or quality controls.</p>
<p>10.6. Duty to inform Supplier undertakes to inform Purchaser of the required conditions (including technical conditions) for the performance of Services or Delivery of Goods and to inform, advise and warn the Purchaser about all risks related to the Goods and Services, especially risks to safety and health, whatever the Purchaser’s level of skills. Before submitting a bid, performing or delivering any Order, the Supplier shall proceed with a careful examination of the information provided by the Purchaser and shall request from Purchaser any documents or information that may be lacking. Supplier shall inform Purchaser without delay of any and all irregularities, omissions, contradictions and inconsistencies between the information provided by the Purchaser and the best industry standards. The Supplier shall also inform the Purchaser without delay of any and all circumstances which may prevent the good performance of the Order. Failure to inform the Purchaser or seek the information from the Purchaser as above mentioned shall preclude the Supplier from any right of recourse in relation thereto.</p>
<p>11. Warranty</p> <p>Without prejudice to the guarantees legally owed by the Supplier, the Supplier warrants that the Goods and Services, and each part thereof are provided (i) in compliance with the Specifications, (ii) with all the skill and care to be expected of appropriately qualified and experienced professionals with experience in carrying out works of a similar type, nature and complexity ; (iii) in accordance with all laws and regulations applicable, in particular to the food, feed and pharmaceutical sector; (iv) in accordance with the industry and technical standards, and as per the state of the art; (v) exempt from any fault, defect in materials or workmanship, and (vi) free of all encumbrances.</p>
<p>11.2 The Goods and Services and each part thereof shall be fit for their intended purposes (awareness of which purposes the Supplier acknowledges) and in particular for their operating life specified in the Specifications or as could be reasonably expected from the Purchaser, given the industry and technical standards, in a safe, economic and efficient manner and free from any risk to the health and well-being of persons using it or involved in the operation and management thereof and from any avoidable risk of pollution, nuisance, interference or hazard (the “Operating Life”).</p>
<p>11.3. Warranty Period and related obligations Unless the Contract provides otherwise, the warranty period shall be twenty-four (24) months from the acceptance date of the Goods and/or twelve (12) months from the acceptance of the Services (the “Warranty Period”). Supplier shall, at the Purchaser’s discretion, promptly repair/reiterate or replace any defective or non-conforming Good and/or Services, at no cost to the Purchaser, when such defect or non-conformance has occurred within the Warranty Period. Therefore, the Supplier shall, at the discretion of the Purchaser, (i) immediately replace/reiterate the concerned Good/Service, or make it suitable for its intended purpose, at no expense to the Purchaser, (ii) reimburse the Purchaser, or (iii) involve a third party to perform the replacement/repair/reiteration in lieu and in place of the Supplier, and/or to continue the performance of the Order, at the expense of the Supplier. All individual Good or Service subject to repair, reiteration or replacement shall benefit from a new Warranty period as from completion of the said repair/reiteration or replacement. The Supplier agrees hereby to indemnify the Purchaser for all losses and costs, including damages suffered as a consequence therefrom, sustained by Purchaser and its customers as a result of the unavailability, the degraded performance or non-compliance of the Good or Service. In addition, Supplier undertakes to compensate Purchaser for all costs and damages suffered by the latter due to the defect/non conformity of the Goods or Services. The indemnification due by the Supplier to the Purchaser shall cover all costs incurred as a result of the non-conformity and shall include, without limitation, the costs of: root cause analysis, expertise and tests, any safeguard measures taken by the Purchaser and by customers, transportation, dedicated personnel overcharges, any delivery delay incurred by the unavailability of the Goods, any loss of production or revenues incurred as a consequence of the defect.</p>
<p>11.4. Availability of spare parts The Supplier guarantees the availability of all replacement parts necessary for the proper functioning of the Goods or for the proper use and operation of the Services performed for a duration of not less than the Operating Life of the Goods and Services, as provided in 11.3.</p>
<p>11.4. Availability of spare parts The Supplier guarantees the availability of all replacement parts necessary for the proper functioning of the Goods or for the proper use and operation of the Services performed for a duration of not less than the Operating Life of the Goods and Services, as provided in 11.3.</p>
<p>12. INVOICING – PAYMENT</p>
<p>12.1. Prices. Unless otherwise mentioned in the Order, the prices of the Order are fixed and firm. They cover the entirety of the service or transaction for the duration of the Order.</p>
<p>12.2. Invoicing. The invoice shall be issued in the name of Supplier’s entity mentioned in the Order. Invoices shall be sent to Purchaser’s entity and address as specified in the Order. Each invoice shall only relate to a single Order and specify the corresponding Order number and the explicit acceptance by the Purchaser. No charges can be invoiced in addition to the price provided in the Order, without prior written consent of the Purchaser. The issuance date of the invoice must comply with the payment milestones as provided in the Order if any, otherwise, the Supplier may issue its invoice at the earliest on the completion date of the Services or the Delivery date of the Goods.</p>
<p>12.3. Payment. The payment time for invoices shall be sixty (60) days, from the invoice date, unless any longer period is provided in the Order.</p>
<p>12.4. Late payment penalties. Any payments not made within the period specified for the payment will incur default interest of 1% per month</p>
<p>13. LIABILITY AND INSURANCE</p>
<p>13.1. General liability. The Supplier undertakes to provide compensation for all losses, damages, expenses (including legal fees) suffered or incurred by the Purchaser when these damages are the result of full or partial failure of the Supplier or of its subcontractors to observe or comply with one or more of their obligations under the Contract including non-exhaustively (i) all internal costs, (ii) any amount to be paid by the Purchaser to its customers, (iii) all fees related to the involvement of a third party required by the Purchaser to fulfill or correct the Order in lieu and in place of the Supplier, and (iv) all losses of revenue, profits, production, operations or products incurred by the Purchaser as a consequence of such failure or omission.</p>
<p>13.2. Insurance The Supplier shall subscribe and maintain, at its own costs, with insurers of recognized reputation and solvability, the insurance policies described hereunder, that are required for the coverage of its liabilities set forth above in reasonable amounts satisfactory to the Purchaser. Should the limit of coverage subscribed by the Supplier be in excess of the amount requested in this article then the Purchaser shall have the benefit of the full policies:</p>

13.2.1. a comprehensive general liability insurance policy (including product liability, error and omission and/or professional liability and other damages caused to the Purchaser, third parties and property including financial and pure financial losses), for a minimum amount of five (5) million Brazilian Reais per occurrence and coverage of bodily injury in the amount of at least ten (10) million Brazilian Reais euros per occurrence.
13.2.2. an insurance for goods entrusted to them for the execution of the Order (if any) with a coverage equivalent to the full replacement value of the goods entrusted.
13.2.3. A pollution liability insurance policy (including Environmental Impairment Liability, Environmental Liability and a clean-up costs coverage). The insurance shall be written on an “occurrence” basis with a minimum limit of five (5) million Brazilian Reais per occurrence; if the policy is written on a “claims made” basis, coverage for the Purchaser shall be maintained for at least five (5) years following the termination of the Contract.
13.3. The Supplier undertakes to provide the Purchaser with insurance certificates specifying the coverage amounts, and various categories of damages covered, and naming the Purchaser as the direct beneficiary of compensation in the event of damage to their goods, without the possibility of deducting the deductible applicable to the Supplier from the said compensation. Under no circumstances may the deductibles applicable to the Supplier be applicable to Purchaser. Supplier shall notify the Purchaser of any incident within twenty-four (24) hours of its occurrence, it being understood that if a forfeiture is imposed by the Supplier’s insurers, the resulting costs of the incident shall be borne by the Supplier. The Supplier undertakes to ensure that its insurers fully accept the provisions of this article.
13.4. The Supplier’s insurance coverage may in no way be construed as a limitation of the Supplier’s liability and the Purchaser reserves the right to claim sums over and above the said amounts. Deductibles due under the insurance coverage are due and payable by the Supplier.
13.5 Anything herein to the contrary, Parties’ limitations of liability exclude any intellectual property infringement, personal injury, and bodily injury, recklessness or willful misconduct, security, regulatory and legal, or confidentiality breaches.
14. TERMINATION
14.1. The Contract may be fully or partly terminated by registered letter by either Party in case of:
<input checked="" type="checkbox"/> full or partial failure of the other Party to perform any obligation under the Contract, after formal notice by registered letter with acknowledgement of receipt has been sent and remained without effect for thirty (30) days, subject to the possibility of remedying the breach,
<input checked="" type="checkbox"/> Force Majeure lasting more than thirty (30) days in aggregate in a given civil year, or
<input checked="" type="checkbox"/> breach of a law or regulation.
<input checked="" type="checkbox"/> change in control of the Supplier, which could, in the Purchaser’s opinion, adversely impact or be detrimental to the Purchaser.
14.3. In addition to the abovementioned termination right, the Purchaser may require the Supplier to (i) reimburse immediately the Purchaser for all sums paid exceeding the value of the Goods or Services delivered and accepted in accordance with article 7.4, (ii) indemnify it for all costs or expenses incurred as a result of a default or delay in accordance with article 13.1, including any additional costs or damages incurred for completing the Order itself or entrusting the performance of the Contract to a third party.
14.4. The Purchaser may at any time terminate any Order in whole or in part, subject to the payment to the Supplier of all direct amounts due at the date of termination of the Order(s) for the Services or Goods successfully completed for the account of the Purchaser and accepted (acceptance not to be unreasonably withheld) at the date of such termination (“Termination Lump Sum Amount”). Such Termination Lump Sum Amount shall be the sole right and remedy of Supplier on account of such termination.
14.5. The Supplier shall, within seven (7) days of receipt of the termination notice, put at the disposal of the Purchaser or of a third party appointed by the Purchaser the finished part of the Goods and Services, including without limitation the documents used for the carrying out of the Goods and Services, any data, books, manuals, plans, information, developments etc. in connection with the performance of the Order. The Supplier shall also assign to the Purchaser all the rights arising under sub-contracting agreements entered into by the Supplier in connection with the Contract.
14.6. The termination of an Order for any reason shall be without prejudice to the rights and obligations accrued up to during the Contract, including the date of such termination.
14.7. In case of termination of an Order, at the Purchaser’s first request, the Supplier shall promptly proceed with operations such as to allow the Purchaser to take over the Contract, directly or indirectly, under the best conditions and over such period as may be required, in order to ensure continuity in the supply of the Goods and/or performance of the Services and not to disrupt Purchaser’s activity.
15. REVERSIBILITY OF SERVICES
15.1. The purpose of reversibility is to allow the Purchaser or the new service provider appointed by the Purchaser to recover all the data and information necessary to operate and continue the Services, under the best conditions.
15.2. Reversibility of the Services is provided at no additional cost by the Supplier for the three (3) months following the termination or expiry of the Contract or any other period agreed by the Parties. The Purchaser will actively work with the Supplier to facilitate such reversibility.
15.3. The Supplier undertakes, as a substantial condition under the Contract, to submit to the Purchaser for validation a reversibility plan, within six (6) months following the signing of the Contract. This plan must include: the technical data sheets of each Service, the human and material resources to be allocated to it, all licenses, equipment, spare parts and tools necessary for their operation. The plan must also describe the technical assistance arrangements enabling an adequate transfer of the Services to be implemented in the event of activation of the reversibility plan. The Supplier shall, each quarter from the delivery of the initial plan, provide the Purchaser with an updated version of such plan.
15.4. At the Purchaser’s request and without prejudice of article 15.2, the Supplier may perform technical assistance services for a further period of maximum three (3) months following the end of the Reversibility period set forth in 15.2., or any other period agreed by the Parties, for the Purchaser or the third party appointed by it, within the framework of reversibility. These assistance services shall be invoiced at the Purchaser’s rate using the contractual invoicing bases or, failing this, an hourly rate in accordance with market practice. The Purchaser will notify this need before the end of the reversibility period set forth in 15.2.
16. PROGRESS PLAN
16.1. Supplier shall propose optimization measures that generate savings by proposing improvements in processes and resources to carry out the Contract. The implementation of these measures will be subject to the prior written consent of the Purchaser. The savings generated by these optimizations will be distributed between Supplier and the Purchaser, according to conditions defined in the Contract. A productivity plan, proposed by Supplier, will thus be agreed by the Supplier and Purchaser. Unless otherwise agreed in the Order, Supplier undertakes to propose a minimum progress of productivity of 5% per year at constant scope.
17. CONFIDENTIALITY AND PUBLICITY
17.1. Confidentiality Each Party undertakes to keep confidential, for the duration of the Contract and five (5) years after its expiry and/or termination, information of any nature and in any form which has been made accessible by the other Party during the pre-contractual phase, as well as during the performance of the Contract. For the above-mentioned time period, each Party is prohibited, unless otherwise authorized by the other Party, from (i) divulging the confidential information in whole or in part to third parties not priory authorized by the the other Party, except for third party required to have access to such information for the performance of the Contract, (ii) using confidential information to reproduce, or allow a third party to reproduce, the Goods and Services, similar products or related products, or for any other purpose than the performance of the Contract. This obligation is a result-based obligation. Each Party undertakes to refrain from disclosing the other Party’s confidential information required by its employees to fulfill the Contract. In addition, each Party shall ensure and warrants that its personnel and potential sub-contractors observe the confidential nature of said information, and the same level of confidentiality in the treatment of confidential information.
Each Party may however disclose (i) confidential information to such persons as may be required by law, (ii) information in the public domain or which was or became available to the other Party on a non-confidential basis from a third-party (iii) information independently developed by the other Party without access to any confidential information.

The confidential information provided by the Purchaser remains its property. No rights to use, license or otherwise exploit such information are granted to the Supplier.
17.2. Publicity Under no circumstances may the Contract give rise to direct or indirect publicity without the prior and written authorization of the Purchaser.
18. INTELLECTUAL PROPERTY
18.1. Proprietary Knowledge All Parties shall maintain legal ownership of their proprietary knowledge, including but not limited to all elements of Intellectual Property Rights and titles held or controlled prior to the Contract, or obtained, created or developed independently from the Contract. If the use of Supplier's proprietary knowledge proves to be necessary for the use of the Goods and Services, the Supplier shall grant the Purchaser an assignable, non-exclusive and worldwide license to use such proprietary knowledge for the duration of legal protection of such proprietary knowledge or, as the case may be, the related Intellectual Property Rights, the price of such license being included in the price of the corresponding Goods or Services.
18.2. Ownership of Foreground IP All Intellectual Property Rights resulting from the Contract (hereinafter the " Foreground IP ") will vest in the Purchaser, and the corresponding compensation is included in the price of the corresponding Goods or Services. If Intellectual Property Rights regulations do not allow this early transfer, the Supplier undertakes to assign such Intellectual Property Rights to the Purchaser without additional cost.
18.3. Infringement The Supplier shall indemnify the Purchaser against any actual or alleged infringement claims from third parties of any Intellectual Property Right related to the products and Goods which the Supplier uses or delivers to the Purchaser or an end customer as part of the Order. This indemnification shall cover any claims, damages, proceedings, rulings, expenses and costs (including legal fees) arising from an infringement of rights by the Supplier. In addition, the Supplier shall, at its own expense: either obtain for the Purchaser and/or the end customers the right to continue to use the delivered Goods, or replace or modify them so they cease to be infringing, while continuing to fulfill the purpose initially set out in the Order. These indemnity clauses and related obligations shall remain in effect as long as the delivered Goods are used by Purchaser or the end-customer.
19. FORCE MAJEURE
19.1. The Party affected by a Force Majeure shall immediately inform the other Party in writing and shall take all reasonable steps to mitigate the consequences of such situation, in particular to avoid or limit possible delay in Delivery of the Goods and/or execution of the Services.
19.2. During any Force Majeure affecting Supplier's performance, Purchaser may, at its option, purchase the Goods or Services from other sources and reduce its Orders to Supplier by such quantities, without liability to the Supplier, or require the Supplier to provide Goods or Services from other sources in quantities and at times requested by the Purchaser at the price set forth in the Contract.
20. ASSIGNMENT – SUBCONTRACTING
20.1. The Supplier may not assign, transfer or sub-contract its rights and obligations under the Order, free of charge or against payment, except with the prior written agreement of the Purchaser. The Supplier shall remain liable to the Purchaser for any performance or non-performance of its obligation under the Contract, whether by the Supplier or its permitted sub-contractors or assignees.
20.2. The Purchaser has the right to assign or transfer all or part of its rights and obligations to a third party.
21. EXPORT CONTROL
21.1. Each Party shall comply with all international and national Trade Sanctions & Export Control Regulations, as amended from time to time. Nothing in this Contract shall be construed as requiring a Party to perform an obligation that is non-compliant with any Trade sanctions & Export Control Regulations.
21.2. The Supplier is responsible for providing Purchaser with the export control classification of the Goods delivered under this Contract, as well as the export control classification of the Services performed. The Supplier shall inform the Purchaser in writing of any change, or anticipated change, of the export control classification of the Goods and/or Services, if applicable.
21.3. Whenever all or part of the Goods or Services, if applicable, is subject to Trade sanctions & Export Control Regulations, the Supplier shall:
- be responsible for requesting in time, all relevant licenses and authorizations required for the export and Delivery of the Goods to the Purchaser's sites;
- provide the Purchaser with a copy of the export license certificate.
21.4. It is the Supplier's duty to ensure that its subcontractors and suppliers comply with the Trade sanctions & Export Control Regulations.
21.5 The Items, some of their components or the data delivered to Purchaser as part of the Order (hereinafter "Deliverables") may be subject to export and re-export restrictions, due to various legislation on export control (hereinafter together the "Export Control Regulations"). The Parties recognize that compliance with Export Control Regulations is a material obligation for Supplier as part of the performance of the Order and that any breach thereof is a gross negligence.
21.6 When all or part of the Items part of the Order are subject to Export Control Regulations, Supplier shall be responsible for obtaining, at no additional cost to Purchaser, all official authorizations and permits required by law and regulations. Supplier shall ensure that an export permit is granted by the competent authorities in a timely manner, to ensure the Items can be handed over by Purchaser to its customers – as applicable. In addition, for all Deliverables Supplier undertakes to provide Purchaser with the references and classification of the Items subject to Export Control Regulations before the Order.
22. APPLICABLE LAW – JURISDICTION
22.1. The Contract is governed by Brazilian law. The Parties specifically disclaim the application to the Contract and/or any Order of the United Nations Convention on Contracts for the International Sale of Goods.
22.2. Any dispute related to the interpretation, performance and/or termination of the Contract which the Purchaser and the Supplier cannot resolve amicably within 30 working days of the date of its occurrence, the District Court of Itapevi/SP is hereby elected to settle any questions arising from the interpretation or execution of this Agreement, with the waiver of any other, however privileged it may be.
23. PERSONAL DATA PROTECTION
23.1 The Parties undertake to comply with the legal data protection regime, endeavoring to process all personal data that is strictly necessary for the execution of this instrument in strict and rigorous compliance with the applicable legislation, including, but not limited to, the General Personal Data Protection Law (Law No. 13,709/2018 - "LGPD"). Whenever, under the terms of the LGPD, the Supplier acts as Operator and the Buyer as Controller, the Supplier undertakes to: (a) Process the personal data to which it has access due to its relationship with the Controller exclusively for the purpose established in the Contract and its Annexes; (b) Request from the Controller exclusively the personal data that is essential or required by law for the execution of the object of the Contract signed between the Parties; (c) Use appropriate technology aimed at protecting personal data in all communications, especially in the sharing of personal data between the Parties; (d) Implement appropriate technical and organizational measures to protect personal data; (e) Restrict access to personal data related to the Controller exclusively to its employees directly involved in the relationship/provision of services to the Controller; (f) Collaborate with the Controller in responding to any requests related to the exercise of rights of the holders of personal data, but never respond to an exercise of rights on behalf of the Controller; (g) Return to the Controller, upon request or upon termination of the contractual relationship, all personal data to which it has access by virtue of the Contract and destroy any copy or means of access in the possession of itself, its employees or subcontractors; (h) not transfer the personal data entrusted to it outside Brazil without the prior express consent of the Controller; (i) notify the Controller, within a maximum of 24 (twenty-four) hours of becoming aware of a security incident affecting the personal data. The Supplier shall be fully liable to the Purchaser for any direct or indirect damage, loss or damage, including moral damage and damage to image, which it may suffer as a result of obligations which, by virtue of this contract or the legislation on the protection

of personal data, the Supplier is responsible for observing, diligencing, complying with and/or honoring and which, for whatever reason, have been borne by the Purchaser.

23.2. **Data Protection Principles** The Parties shall adhere to the fundamental data protection principles of transparency, fairness, lawfulness, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality, irrespective of the jurisdiction in which they operate and respect all rights.

23.3. **Compliance with Data Protection Laws** The Parties undertake to comply with privacy laws and with the Purchaser’s privacy policy (accessible at www.roquette.com/privacy-notice-website) for the performance of the GTP.

23.4. **Cross-Border Data Transfers** If personal data is transferred to a jurisdiction that does not provide an adequate level of data protection, the Parties shall implement appropriate safeguards as required by applicable Data Protection Laws.

23.5. **Data Breach Notification** Each Party shall promptly notify the other Party of any data breach that may affect the rights and freedoms of data subjects, in accordance with applicable Data Protection Laws.

23.6. **Survival** This Data Protection Clause shall survive the termination or expiration of these GTP.

24. GENERAL

24.1. Unless otherwise specified, the rights and remedies described herein shall be on a non-exclusive basis.

24.2. Any provision declared null and void according to the applicable law or following a court ruling shall not be applicable and shall not affect the validity of the other provisions contained herein.

24.3. These GTP are for the sole benefit of the Parties hereto, including for the benefit of the Purchaser’s Affiliates. They confer no rights, benefits, or claims upon any person or entity not a party hereto. However, it is agreed that provisions of these GTP shall inure to the Parties’ respective successors and permitted assignees.

24.4. Any provision of these GTP that contemplates performance or observance subsequent to termination or expiration of an Order will survive termination or expiration of such Order, as applicable, and continue in full force and effect thereafter.

24.5 The parties hereby agree that this Agreement, as well as other related documents, may be signed electronically, under the terms of article 10, second paragraph, of Provisional Measure 2.200-2 of August 24, 2001 and other subsequent amendments, giving full validity and effectiveness to the instrument, for all legal purposes.

APPENDIX 1 – ROQUETTE’S SUPPLIER CODE OF CONDUCT

APPENDIX 2 – SUPPLIER’S INSURANCE CERTIFICATE

APPENDIX 3 - CHARTER FOR SUPPLIERS INTERVENING ON SITE (AS APPLICABLE*)

APPENDIX 4 – SUPPLIER QUALITY AGREEMENT (AS APPLICABLE*)

Duly approved and signed on _____ in a single copy by electronic signature by the Parties, together with the undersigned witnesses:

Supplier

Purchaser

By:
Name:
ID:

By:
Name:
ID: