

## Addendum A - Terms & Conditions – Chemistry Analytical Testing Services

The Eurofins Food Integrity & Innovation business group legal entities are: Eurofins Food Chemistry Testing US, Inc.; Eurofins Botanical Testing US, Inc.; Eurofins Sensory, Consumer Research and Product Design US, Inc.; Eurofins Sensory, Consumer Research and Product Design UK Limited; Eurofins Food Integrity Testing UK Limited; Eurofins Food Testing Singapore Pte Limited; and Eurofins Microbiology Laboratories, Inc. Each contracting legal entity shall be referred to individually as “Eurofins” in this Agreement (defined below). Eurofins provides services related to food, dietary supplement and infant formula testing or consultancy services (“Services”). You are a customer (“Customer”) who requested said services. Unless otherwise agreed in writing, this contract determines the terms and conditions upon which the Customer agrees to be bound to use the Services of Eurofins. Eurofins reserves the right to revise and update these terms and conditions. All such changes take effect once they have been notified to the Customer. Notwithstanding anything herein to the contrary, to the extent the parties have entered into a master services agreement, the terms of such master services agreement shall supersede these terms and conditions.

### 1. AGREEMENT

1.1 These Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”) constitute the entire agreement between Eurofins and the Customer and apply (subject to above) to all Services provided by Eurofins unless otherwise agreed in writing. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Eurofins which is not set out in these Terms and Conditions.

1.2 The placing of an order for sample testing and/or consultancy services with Eurofins shall constitute an offer by the Customer to purchase such services in accordance with these Terms and Conditions, which shall only be deemed to be accepted when Eurofins receives such order.

### 2. FOOD AND DIETARY SUPPLEMENT TESTING & CONSULTING

2.1 Eurofins provides services related to food and dietary supplement testing and/or consulting services. If the Customer requires testing of any materials or samples for pharmaceutical purposes, it must notify Eurofins in writing and agree to separate testing standards that shall apply.

2.2 Other than separate testing standards for materials or samples to be used for pharmaceutical purposes, all other terms and conditions herein shall apply to the Services provided by Eurofins in accordance with Section 1. The results of any analysis performed by Eurofins relate only to the actual sample that was submitted to Eurofins.

### 3. PRICE AND PAYMENT

3.1 The price for the Services does not include any local, state, federal or foreign sales or use taxes, excise taxes, goods and services tax, value added tax, country-specific business or professional services tax or similar tax on international services or foreign entities providing services, consumption taxes or shipping charges. Customer shall assume and shall be solely responsible for any such taxes.

3.2 Taxes imposed on Eurofins’s income shall remain the responsibility of Eurofins.

3.3 Invoices are due and payable in full within thirty (30) days from date of invoice. Late payments may be subject to late payment fees.

3.4 The Customer shall pay all amounts due to Eurofins in connection with the performance of the Services in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Eurofins may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Eurofins to the Customer.

3.5 For consulting services, an invoice for a fifty percent (50%) deposit will be issued once a signed copy of the proposal or agreement and a purchase order (if required) are received by Eurofins. The remaining consulting fee and associated direct expenses will be invoiced upon project completion.

### 4. CONDITIONS OF SALE

4.1 The Customer, for purposes of all transactions, shall be the party who pays Eurofins for the Services even if, at the request of Customer, the study reports or other information is provided to a third party.

4.2 These Terms and Conditions shall apply to all aspects of the Services and are the only terms and conditions upon which Eurofins will perform the Services for the Customer to the entire exclusion of all other terms or conditions. No terms or conditions endorsed upon, delivered with or contained in any other

documentation or implied by law, trade, custom, practice or course of dealing shall form part of any contract relating to the Services and the Customer waives any right that the Customer might otherwise have to rely on such terms or conditions. Any terms and conditions that are inconsistent with or supplemental to these Terms and Conditions are expressly rejected unless otherwise expressly agreed in writing by Eurofins.

4.3 No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed in writing by Eurofins.

### 5. SERVICE TERMS

5.1 Eurofins warrants that the Services will be provided using reasonable care and skill and that it shall use commercially reasonable efforts in accordance with industry standards to provide the necessary facilities, supplies and staff to perform the Services. The foregoing constitutes Eurofins's sole warranty and any other express or implied warranties are excluded to the fullest extent permitted by law, including that any results or report will meet the approval of a regulatory agency. Eurofins is not responsible to the Customer for any repeat testing that does not meet regulatory approval.

5.2 The Customer shall provide Eurofins with sufficient amounts of all samples to be tested (the “**Samples**”) together with all other information necessary for Eurofins to perform the Services including such relevant data relating to the storage and safety requirements of the Samples. The Customer shall provide the Samples and information to Eurofins two (2) weeks before the agreed Services start date. If the Customer is unable to supply the Samples and/or information by such time, Eurofins may reallocate resources and shall not be obligated to perform the Services within the agreed Service start or completion dates.

5.3 Except as otherwise directed by the Customer, Eurofins shall retain all Results (“**Results**” meaning: (i) all materials, data, documents and information produced or developed by Eurofins specifically as a result of the Services and related to the Samples and/or the Customer information; and (ii) the study records, if applicable) relating to the Services during the term of the Services. Upon completion or earlier termination of the Services or earlier if requested by the Customer, the Results for the applicable Services shall be delivered to the Customer. Eurofins shall not be required to return ancillary documents related to the Results (including invoices and other similar records). Notwithstanding the foregoing, Eurofins shall be permitted to retain archival copies of such records if and to the extent that such Results are required to be stored or maintained by Eurofins pursuant to regulatory requirements or other requirements.

### 6. SAMPLES

6.1 Any Samples submitted to Eurofins for analysis shall be retained for a minimum period of thirty (30) days after the report of analysis is issued. The Customer may request that Eurofins retain the Samples for a longer period at an additional cost. Any extended storage requirements of the Samples shall be brought to the attention of Eurofins before or at the time the Samples are received by Eurofins. Eurofins, at its discretion, may charge for such extended storage and will send the details of such charges to the Customer upon request.

6.2 Analytical method summaries can be supplied to Customer upon request. Detailed copies of any in-house laboratory procedures may be reviewed by Customer or its agent during a site visit, but may not be copied or used without the consent of Eurofins. Analyses conducted by Eurofins on Samples for non-pharmaceutical purposes shall be performed in compliance with applicable regulations for Food, Dietary Supplements, and Infant Formula.

6.3 Data and Certificates of Analysis (“**CoA**”) for non-pharmaceutical sample analysis will be maintained by Eurofins for a minimum period of five (5) years from the date of testing.

6.4 Any analysis conducted by Eurofins on Samples for pharmaceutical purposes or for the purposes of supporting work under regulations other than those governing food, dietary supplements, or infant formula shall be subject to separate regulatory standards to be agreed by Eurofins and Customer. Eurofins does not represent or warrant that its analytical methods have been validated for the Customer’s specific matrix unless such method validation is included in a separate contract with the Customer. The storage of data and reports for pharmaceutical-use Samples shall be agreed in advance by the parties in accordance with regulatory guidelines.

### 7. REPORT TERMS

7.1 Any data analyses and reports will be prepared in Eurofins's standard format and in accordance with Eurofins's standard operating procedures, unless otherwise agreed in writing. The Customer shall notify Eurofins in writing

before the commencement of any of the Services if there are any specific documentation requirements relating to the testing.

- 7.2 Any CoAs issued by Eurofins shall report only those Samples tested for the Customer. Although Eurofins's standard testing process may determine the presence of additional (i.e., un-requested) compounds, the CoA will not include results of such additional compounds. Upon receipt of any CoA, the Customer may contact Eurofins if a complete listing of all compounds determined during testing is required. Such reporting may be at additional cost.
- 7.3 The term "Less Than" or the symbol "<" is used to signify the lower limit of quantitation of the procedure under the conditions employed. The use of the term "Less Than"/< does not imply that no traces of analyte were present. The term "None Detected" is used to report assay results where detection limits have been established for the method, but acceptable residue levels have not been defined by the industry or by national law, or when the method does not define detection limits.

## 8. CONFIDENTIALITY

- 8.1 Any report provided by Eurofins is submitted to Customer on a confidential basis. No reference to the work, the results or Eurofins, in any form of advertising, news release or other public announcements, may be made without prior written consent of Eurofins.
- 8.2 Neither party will disclose the other party's confidential or proprietary information or any information related to or associated with the Services to any third party, including but not limited to testing samples, methodology, procedures, visual data obtained during a visit, or research received from the other party, without such party's written consent, unless such information (i) is already known to the receiving party, (ii) is or becomes publicly available through no fault of the receiving party, (iii) is received from a third party which has the legal right to disclose it to the receiving party, (iv) is required for the pursuit of regulatory approval of product connected to testing, or (v) is required to be disclosed by any process of law. If Eurofins is required by court order to provide testimony or records regarding any Customer test in any legal proceeding, Customer shall reimburse Eurofins its out-of-pocket costs plus a reasonable hourly fee for its employees' time in such proceeding.
- 8.3 Customer representatives granted access to Eurofins's facilities for a laboratory visit may have access to Eurofins confidential and proprietary information, including, but not limited to Eurofins's sales, costs, customers, employees, products, services, apparatus, equipment, processes, formulae and marketing information or the organization, business or finances of Eurofins. All such Eurofins confidential and proprietary information obtained or observed by Customer during such visits shall remain the sole property of Eurofins. The Customer agrees to keep such information confidential and shall not use or disclose it to any third party without Eurofins's prior written consent.

## 9. LITIGATION SUPPORT SERVICES

- 9.1 Before the commencement of the Services, the Customer shall notify Eurofins of any Services that are related to, or which may be used by the Customer for litigation support ("Litigation Support Services"). Upon notification for Litigation Support Services, Eurofins shall, in its reasonable sole discretion, decide if it is willing to perform such services.
- 9.2 In the event that Eurofins decides to perform the Litigation Support Services, the Customer represents and warrants that any such Services shall not be used against other food, beverage, supplement, or other consumer product manufacturers, sellers or their agents. The Customer shall indemnify, defend and hold harmless Eurofins and its affiliates and their respective officers, directors, employees and agents (the "Eurofins Group") from and against all losses, damages, costs and expenses (including reasonable legal fees) arising from any claim, demand, assessment, action, suit or other proceeding caused by a breach of this Section.
- 9.3 If Eurofins is required to provide testimony or records regarding any of the Services provided hereunder, including Litigation Support Services, in any legal or administrative proceeding, for any reason other than improper performance by Eurofins, then the Customer shall reimburse Eurofins for its reasonable costs, including the cost for time spent preparing and providing such information.

## 10. TERMINATION

- 10.1 Eurofins may terminate these Terms and Conditions by giving not less than fifteen (15) days' notice in writing to the Customer. Eurofins shall have no liability in connection with termination of these Terms and Conditions pursuant to this Section.

- 10.2 Either party may terminate these Terms and Conditions immediately on notice in writing if the other party: (a) commits a material breach of its obligations under these Terms and Conditions and fails to remedy such breach within fourteen (14) calendar days of written notice from the non-breaching party requiring it to be remedied; (b) commits any act or omission which brings or is likely to bring the party or its business interests into disrepute or which damages or is likely to damage those interests; or (c) undergoes a change of control.
- 10.3 Either party may terminate these Terms and Conditions immediately on notice in writing if: (a) a petition is filed, a notice is given, an order is made or a resolution is passed for the winding up of a party or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of a party; or (b) an order is made for the appointment of an administrator to manage the affairs, business and property of a party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the party or notice of intention to appoint an administrator is given by the other party; or (c) a receiver is appointed over any of a party's assets or undertakings or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of a party or if any other person takes possession of or sells a party's assets; or (d) a party makes any arrangement or composition with all or any class of its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (e) a party is unable to pay its debts when they fall due; or (f) a party ceases, or threatens to cease, to carry on business; or (g) any event analogous to the circumstances in the sub-sections above occurs in any relevant jurisdiction.

## 11. LIABILITY

- 11.1 Nothing in these Terms and Conditions is intended to restrict or exclude the liability of either party that cannot be excluded or restricted as a matter of law.
- 11.2 In the event of a material error by Eurofins: (i) in the performance of analysis which renders the CoA invalid or (ii) in the performance of any consulting services, Eurofins's sole obligation to Customer shall be for Eurofins, at the Customer's option, to either: (a) repeat the defective part of the Services at Eurofins's own cost, or (b) refund or credit to the Customer the fees attributable to such default.
- 11.3 In no event shall Eurofins's liability in connection with any sale hereunder exceed the price paid by the Customer to Eurofins under these Terms and Conditions. Eurofins's liability, regardless of the form of action, shall not exceed the foregoing limitation of liability, except in the case of a breach of confidentiality, intellectual property rights, or Eurofins's indemnification obligations.
- 11.4 Eurofins shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any: (a) loss of profit, revenue, business, savings and/or goodwill (whether direct or indirect); or (b) consequential, special, punitive, or exemplary damages, or any other loss of an indirect nature, arising under or in connection with these Terms and Conditions.
- 11.5 Eurofins's liability to Customer with respect to any materials Customer requests be shipped by a carrier and which have been subject to any loss, damage, delay or non-delivery/non-collection caused by such carrier shall be limited to the amount recovered by Eurofins from such carrier under any applicable national/international conventions, rules or agreements.

## 12. INDEMNIFICATION

- 12.1 Eurofins shall indemnify Customer and its affiliates and their respective officers, directors and employees ("Customer Group") from any loss, cost, damage or expense (including reasonable attorneys' fees) resulting from any lawsuit, action, claim, demand or proceeding by a third party ("Claim") to the extent arising from the negligence or intentional misconduct of Eurofins, except to the extent caused by Customer Group's negligence or intentional misconduct.
- 12.2 Customer shall indemnify the Eurofins Group from any Claim arising from (i) Eurofins's execution and/or performance of its obligations under these Terms and Conditions, (ii) the harmful or otherwise unsafe effect of any Sample tested, (iii) Customer's use of the Results or its use or marketing of any Sample tested by Eurofins, or (iv) the negligence or intentional misconduct of Customer Group, except to the extent caused by Eurofins's negligence or intentional misconduct.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All pre-existing intellectual property belonging to or licensed to a party or other intellectual property created outside the scope of the Services ("Background IP") is and shall remain the exclusive property of the party

owning it and except as expressly provided in these Terms and Conditions, no party shall acquire any rights in or to the Background IP of the other party.

- 13.2 The Customer acknowledges that Eurofins owns or is licensed to use Eurofins Background IP. The parties agree that any improvement, enhancement or modification made, conceived or developed by Eurofins to any Eurofins Background IP in the performance of the Services which is not specific or related directly to any Samples to be tested or used in the performance of the Services as provided to Eurofins by the Customer or that are the subject of the Services, shall be deemed Eurofins Background IP and shall vest absolutely and exclusively in Eurofins. In addition, Eurofins shall be entitled to use and exploit any skills, techniques or know-how acquired, developed or used in the course of the Services and not related to the Samples. Strategic insight and proposed project design and scope provided in any quotation by Eurofins is and shall remain the property of Eurofins and may be used by the Customer only to assess whether it wishes to pursue such work with Eurofins.
- 13.3 Without prejudice to Sections 13.1 and 13.2, and upon receipt by Eurofins of payment in full of all amounts due and payable for the Services, the Customer shall have title to the Results and all intellectual property rights arising therefrom. Eurofins agrees to assign such rights to the Customer except that one (1) copy of any final report may be retained by Eurofins for regulatory or legal compliance purposes. Notwithstanding the foregoing, the Customer hereby grants Eurofins a non-exclusive, perpetual, irrevocable, royalty-free license to aggregate and use any system data produced by or for Eurofins as part of the Services with other system data owned or licensed by Eurofins, provided that Eurofins shall not identify such data as belonging to the Customer.
- 13.4 Eurofins shall disclose to the Customer (or its nominee) all patentable inventions or other registerable intellectual property rights discovered, conceived or made by Eurofins specifically as a result of performing the Services for the Customer and directly relating to the Samples and/or the Customer information (“**Inventions**”) and, except in relation to Eurofins Background IP and at the Customer’s request (provided such request is made within one (1) year of disclosure), Eurofins shall assign to the Customer or its nominee (as appropriate) the rights to such an Invention. At the Customer’s request and expense, Eurofins shall do all reasonably necessary acts to vest the Invention in the name of the Customer or its nominee. Where an Invention relates to laboratory testing methods, or processes relevant to Eurofins’s business, the Customer hereby agrees to grant to Eurofins and its affiliates a non-exclusive, non-transferable, irrevocable, perpetual, royalty-free, worldwide license to use the Invention for the purposes of laboratory services.

#### 14. FORCE MAJEURE

- 14.1 No party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions as appropriate, if such delay or failure results from any event beyond the reasonable control of a party (a “**Force Majeure Event**”). In such circumstances, any time specified for completion of performance of the Services falling due during or subsequent to the occurrence of a Force Majeure Event shall be automatically extended for a period of time equal to such event. Eurofins shall promptly notify the Customer if, by reason of a Force Majeure Event, Eurofins is unable to meet any critical timelines or critical deliverables.

#### 15. GENERAL

- 15.1 **No Partnership or Agency.** These Terms and Conditions are not intended to create or establish, nor shall be construed as creating or establishing, any agency, partnership or corporate relationship between the parties. Neither party is authorized to bind the other party, contractually or otherwise, nor provide any warranties or representations on behalf of the other party.
- 15.2 **Third Party Rights.** Eurofins and Customer are the sole parties to these Terms and Conditions and nothing herein shall give rise to or be construed as creating any direct or beneficial right in or on behalf of any third party including the right to enforce any of the terms of these Terms and Conditions.
- 15.3 **Severability.** If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Section shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 15.4 **Assignment.** Eurofins may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under these Terms and Conditions to any third party or agent. The Customer shall not, without the prior written consent of Eurofins,

assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms and Conditions.

- 15.5 **Amendments.** No amendments or variations to these Terms and Conditions shall be made unless in writing and signed by the authorized signatories of both Eurofins and the Customer.
- 15.6 **Waiver.** The failure of a party to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter unless the same be agreed in writing signed by Eurofins and the Customer.
- 15.7 **Notices.** Any notice, consent, approval, agreement or other document required under these Terms and Conditions shall, in the absence of any express provision to the contrary, be:
- in writing in the English language and shall be deemed to have been duly given if left at or sent by hand or by registered post to a party at the registered company address of such party or such other address as one party may from time to time designate by written notice to the other; and
  - deemed to have been received by the other party: (i) two (2) business days following the date of dispatch if the notice or other document is sent by registered post; (ii) seven (7) business days following the date of dispatch if the notice or other document is sent by registered airmail post; or (iii) simultaneously with the delivery if sent by hand.
- 15.8 **Non-Exclusivity.** Nothing in this contract is intended or shall be construed to create an exclusive relationship between the Parties. This contract shall not restrict either party from providing or receiving similar or like services to or from others.
- 16. WHERE THE CONTRACTING ENTITY IS EUROFINS FOOD CHEMISTRY TESTING US, INC.; EUROFINS BOTANICAL TESTING US, INC.; EUROFINS SENSORY, CONSUMER RESEARCH AND PRODUCT DESIGN US, INC.; OR EUROFINS MICROBIOLOGY LABORATORIES, INC.**
- 16.1 This Section shall be deemed to be incorporated into these Terms and Conditions solely where the Customer purchases services from Eurofins Food Chemistry Testing US, Inc.; Eurofins Botanical Testing US, Inc.; Eurofins Sensory, Consumer Research and Product Design US, Inc.; or Eurofins Microbiology Laboratories, Inc., whose principal address is 3301 Kinsman Boulevard, Madison, Wisconsin 53704, USA.
- 16.2 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of Delaware and the Delaware courts shall have exclusive jurisdiction in all matters relating to these Terms and Conditions.
- 17. WHERE THE CONTRACTING ENTITY IS EUROFINS SENSORY, CONSUMER RESEARCH AND PRODUCT DESIGN UK LIMITED; OR EUROFINS FOOD INTEGRITY TESTING UK LIMITED**
- 17.1 This Section shall be deemed to be incorporated into these Terms and Conditions solely where the Customer purchases services from is Eurofins Sensory, Consumer Research and Product Design UK Limited; or Eurofins Food Integrity Testing UK Limited, a company registered in England and Wales and whose registered office is at Otley Road, Harrogate, North Yorkshire, HG3 1PY, United Kingdom.
- 17.2 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from these Terms and Conditions.
- 17.3 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England and the English courts shall have exclusive jurisdiction in all matters relating to these Terms and Conditions.
- 18. WHERE THE CONTRACTING ENTITY IS EUROFINS FOOD TESTING SINGAPORE PTE LIMITED**
- 18.1 This Section shall be deemed to be incorporated into these Terms and Conditions solely where the Customer purchases services from Eurofins Food Testing Singapore Pte Limited, a company registered in Singapore and whose registered office is at 1 International Business Park, #01-01, The Synergy, Singapore 609917.
- 18.2 The Contracts (Rights of Third Parties) Act (Cap 53B) is expressly excluded from these Terms and Conditions.
- 18.3 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of Singapore and the Singaporean courts shall

have exclusive jurisdiction in all matters relating to these Terms and Conditions.