

Addendum A - Terms & Conditions – Product Design & Consulting Services

The Eurofins Food Integrity & Innovation business group legal entities are: Eurofins Sensory, Consumer Research and Product Design US, Inc.; Eurofins Sensory, Consumer Research and Product Design UK Limited; Eurofins Microbiology Laboratories, Inc., Eurofins Botanical Testing US, Inc.; Eurofins Food Chemistry Testing US, Inc.; Eurofins Food Integrity Testing UK Limited; and Eurofins Food Testing Singapore Pte Limited. Each contracting legal entity shall be referred to individually as “Eurofins” in this Agreement (defined below). Eurofins provides services related to consumer and/or sensory research testing, research and product design, 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” or the “Agreement”) constitute the entire agreement between the 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 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 PRICE AND PAYMENT

- 2.1 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.
- 2.2 Taxes imposed on Eurofins’s income shall remain the responsibility of Eurofins.
- 2.3 Invoices are due and payable in full within thirty (30) days from date of invoice. Late payments may be subject to late payment fees.
- 2.4 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.
- 2.5 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 out of pocket expenses will be invoiced upon project completion.

3 FACILITY RESERVATION AND GUARANTEE

- 3.1 Eurofins will reserve a facility with the appropriate size and amenities at the proper time and place to accommodate the Customer’s Services requirements. In order to help Eurofins and its subcontractors manage their facilities, the following guidelines apply to the Customer:
- 3.2 Tentative Hold. Facility space will be held on a first come, first served basis. The facility will be held, free of charge, until another interested party contacts Eurofins or one of its subcontractor test sites or once the Customer has approved the Services, whichever comes first.

- 3.3 Right of First Refusal. When another interested party contacts Eurofins or one of its subcontractor test sites regarding a date tentatively held by the Customer, the Customer will be contacted and can elect one of the following: (a) The Customer can choose, free of charge, to move its test date to another open day and tentatively hold that new date; or (b) The Customer can choose to guarantee specific test dates. Once guaranteed, if the test is cancelled or postponed or if the test date needs to be rescheduled, the Customer will be charged for full site fees (costs vary by location and testing needs).
- 3.4 These guidelines apply to any Services that have not been approved by the Customer (specifically meaning the Customer has not, in written or verbal form, committed to running the test). If Services have been approved by the Customer, then the Postponement/Cancellation Policy applies.

4 POSTPONEMENT/CANCELLATION

- 4.1 Eurofins will make every attempt to work with the Customer to minimize the charges for postponed projects, as often the original test materials can be reused and other charges mitigated. Postponement charges depend heavily upon timing, how many respondents have been scheduled, and the postponement policy of any non-Eurofins controlled subcontractor engaged in project execution. The Customer will be given an estimate +/- 20% at the time a postponement is requested and will be given the option to proceed with the Services on the original timeline or reschedule the Services. If rescheduled, the Customer is expected to pay for the entire cost of the Services, including any postponement fees discussed.
- 4.2 Eurofins maintains a cancellation schedule which is determined by the amount of time and expense invested in the Services on behalf of the Customer at the point the Services are cancelled. If the Services are cancelled prior to the test date, the following fees may apply: test design consulting; test execution planning and set up; material development; facility fees and staff labor; recruiting respondents and change management; including but limited to respondent cancellation notification, incentives for those who cannot be contacted prior to the cancelled test; and/or rescheduling respondents who have already qualified, in the case of postponement; cancellation efforts; out of pocket expenses such as travel or product procurement; and/or other applicable charges, depending upon the nature of the test.
- 4.3 If the Services are cancelled after the test date, the Customer will be charged the full cost outlined in the Services.

5 CONDITIONS OF SALE

- 5.1 The Customer, for purposes of all transactions, shall be the party directing the Services from Eurofins, even if, at the request of Customer, the study is funded by third party(ies), or reports or other information is provided to a third party.
- 5.2 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.
- 5.3 No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed in writing by Eurofins.

6 SERVICE TERMS

- 6.1 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 Services that does not meet applicable regulatory approval.

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.

7.2 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 Services and final deliverables.

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 The parties acknowledge and agree that in the course of performing Services hereunder, either party may be exposed to or be given or be provided confidential or proprietary information of the other party or licensed by the other party ("**Confidential Information**"). Neither party will disclose the other party's Confidential Information or any information related to or associated with the Services to any third party, including but not limited to testing samples, methodology, procedures, documents and templates, 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 Service for Customer 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 visit may have access to Eurofins Confidential 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 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) if 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 in the performance of any 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 Eurofins and its affiliates and their respective officers, directors and employees ("**Eurofins Group**") from any Claim arising from (i) Eurofins's execution and/or performance of its obligations under this Agreement, (ii) the harmful or otherwise unsafe effect of Customer product, (iii) Customer's use of any product developed or Services performed 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 this Agreement, 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 inventions, proprietary processes, software (including codes) data, technology, know-how and other intellectual property that have been independently developed, discovered or licensed by Eurofins, including those that relate to the proprietary innovative testing procedures, laboratory testing, data collection or data management, procedural manuals, delta flags,

analytical procedures and approaches, techniques, skills, models, non-product specific components of questionnaires, management tools and any other materials, employed, developed or obtained by Eurofins, which are not specifically part of or result from the Services (collectively, "**Eurofins Property**"). The parties agree that any improvement, enhancement or modification made, conceived or developed by Eurofins to any Eurofins Property in the performance of the Services which is not specific or related directly to the any data, specification or other materials or information supplied by the Customer to Eurofins in connection with the Services ("**Customer Information**"), shall be deemed Eurofins Property 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, or incorporating, Customer Information.

13.3 The Customer hereby grants to Eurofins a nonexclusive, non-transferable, revocable, limited license (to the extent of the Customer's rights) to make such uses of Customer Information that is provided to Eurofins for the Services solely as are necessary for Eurofins's performance of such Services, solely for the benefit of the Customer and solely during the term of the applicable Services. The Customer assumes sole responsibility (i) for the accuracy of Customer Information provided to Eurofins; (ii) for ensuring that the Customer Information does not infringe or violate any right of any third party; and (iii) that the Customer Information is in safe and proper condition for its intended purpose.

13.4 Strategic insight and proposed project design, scope and pricing provided in any quotation or proposal by Eurofins is and shall remain the property AND Confidential Information of Eurofins and may be used by the Customer only to assess whether it wishes to pursue such work with Eurofins.

13.5 Eurofins shall assign to the Customer all rights to the Deliverables (meaning the Services and any results or reports or other deliverable agreed to by the Parties, including physical products) and all intellectual property rights arising therefrom, except that one (1) copy of any final report may be retained by Eurofins for regulatory or legal compliance purposes. Eurofins shall disclose to the Customer (or its nominee) all patentable invention 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 Customer Information ("**Inventions**") and, upon receipt by Eurofins of payment in full of all amounts due and payable for the Services, Eurofins shall assign to the Customer 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.

13.6 Eurofins Property may be incorporated in every Deliverable provided to the Customer. Therefore, while the conclusions drawn from the Services will become property of the Customer pursuant to paragraph 13.5 above, the proprietary techniques, procedures and models, for example, which are used by Eurofins to arrive at those conclusions will not become property of the Customer. Consequently, the Customer is not authorized to sell or license any Eurofins Property or rights thereto to any other person or firm. Except for any Eurofins Property owned by a third party, if any Eurofins Property is incorporated or included in any Deliverable ("**Incorporated Eurofins IP**"), Eurofins shall grant the Customer a royalty-free, perpetual, non-exclusive, non-transferable, non-sublicensable, world-wide license to any Incorporated Eurofins IP for the sole purposes of and to the extent reasonably necessary to incorporate or explain any Deliverables (without modification) and for obtaining regulatory approvals in connection with such Deliverables.

14 FORCE MAJEURE

14.1 No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement as appropriate, if such delay or failure results from circumstances including, but not be limited to, acts of God, acts of war, civil commotion's, riots, strikes, lockouts, acts of the government in either its sovereign or contractual capacity, perturbation in telecommunications transmissions, inability to obtain suitable equipment or components, accident, fire, water damages, flood, earthquake, or other natural catastrophe ("**Force Majeure Event**"). In such circumstances, any time specified for completion of performance under this Agreement 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 **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.

15.2 **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 authorised to bind the other party, contractually or otherwise, nor provide any warranties or representations on behalf of the other party.

15.3 **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.

15.4 **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.

15.5 **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.

15.6 **Amendments.** No amendments or variations to these Terms and Conditions shall be made unless in writing and signed by the authorised signatories of both Eurofins and the Customer.

15.7 **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.

15.8 **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:

- a. 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
- b. 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.

15.9 **Entire Agreement.** This Agreement supersedes all previous oral and written discussions and agreements on the terms and conditions of this project. Both parties understand that this contract specifies all the terms of execution of this project unless superseded by a formal supplement, altering a portion or all the terms in this contract, and agreed to in writing (including via electronic mail) by both the Customer and Eurofins.

16 **WHERE THE CONTRACTING ENTITY IS EUROFINS SENSORY, CONSUMER RESEARCH AND PRODUCT DESIGN US, INC.; EUROFINS MICROBIOLOGY LABORATORIES, INC.; EUROFINS BOTANICAL TESTING US, INC.; OR EUROFINS FOOD CHEMISTRY TESTING US, INC.**

16.1 This Section shall be deemed to be incorporated into these Terms and Conditions solely where the Customer purchases services from Eurofins Sensory, Consumer Research and Product Design US, Inc.; Eurofins Microbiology Laboratories, Inc.; Eurofins Botanical Testing US, Inc.; or Eurofins Food Chemistry Testing US, 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 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.