GENERAL TERMS AND CONDITIONS OF PURCHASE

RAW MATERIALS AND/OR PACKAGING

ARTICLE 1. PURPOSE AND SCOPE

1.1 AIT, a simplified joint stock company with share capital of € 271,566, 7 quai de l'apport Paris - 91100 Corbeil Essonnes, registered with the Evry Trade and Companies Register under number 545 650 202 and its affiliates or parent company namely Lallemand Inc., Lallemand Mexico S.A. de C.V., Lallemand Netherlands B.V., CerealTech Pte Ltd., AIT Ingredients Iberica S.L., AIT Ingredients Brasil, and AIT Argentina S.A. (collectively "AIT").

1.2 The purpose of these General Terms and Conditions of Purchase ("**GTCP**") is to regulate the relationship between AIT and its supplier who undertakes to supply AIT with raw materials (the "**Supplier**") and/or raw material packaging (jointly referred to as the "**Raw Materials and/or Packaging**",and separately referred to as the "Raw Materials" and the "Packaging")), under the conditions mentioned below;

1.3 Special terms and conditions stipulated in the purchase orders (the "**Order(s)**") may amend these General Terms and Conditions of Purchase ("**GTCP**").

1.4 These GTCP shall apply to all Orders, except to the extent reference is made to the application of INCOGRAIN**, and/or GAFTA, and/or RUFRA standards** (the "**Specific Conditions**").
These Specific Conditions are binding and will prevail in case of discrepancy with the clauses of the GTCP, which have the same object.

ARTICLE 2. SUPPLIER VALIDATION BY AIT

Prior to placing an Order with AIT the Supplier and each of its production sites, if it has more than one, must be validated by AIT in accordance with AIT internal referencing policy, and must provide AIT with all related required documentation.

ARTICLE 3. SPECIFIC ORDER NUMBER

Each Order will be linked to a specific Order reference number from AIT prior to the issuance of any invoice by the Supplier. AIT will not process any payment unless the Supplier includes the corresponding Order reference number on the invoice.

ARTICLE 4. ORDERS

4.1 For the supply of one or more Raw Material(s) and/or Packaging, an Order shall specify at least the following information:

- Description and/or name of the Raw Materials and/or Packaging ordered by AIT,
- Quantities
- Completion schedule
- Prices and Financial Conditions
- Place of delivery
- Delivery terms

For the Supplier, the Order is and shall be the sole authorisation of commitment for the supply of Raw Materials and/or Packaging.

4.2 The Order is subject to the application of these GTCP, which constitute the annexes thereto. The GTCP form an internal part of the Orders. No modification of the Order by the Supplier shall be binding on AIT without its prior and written agreement.

4.3 Any decision to cease production of a Raw Material and/or Packaging must be communicated to AIT at least six (6) months before the effective date of the planned cessation. In this respect, the Supplier undertakes to maintain sufficient stock with dates that comply with the best before date ("**BBD"**) imposed by AIT.

ARTICLE 5. GENERAL PROVISIONS RELATING TO ORDER EXECUTION

5.1. The Supplier undertakes to complete the performance of the Order, in terms of quantity, quality, performance and deadlines, under an obligation of result.

5.2. The Supplier must execute the Order in accordance with the deadlines and conditions negotiated with and agreed upon with AIT.

5.3. The Supplier undertakes to determine and hire the personnel and equipment necessary for the proper execution of the Order. The Supplier undertakes to provide a competent and suitable team to meet the quality objectives and deadlines contractually stipulated by the parties.

5.4. The Supplier guarantees compliance with social legislation, as regards the lawful employment of its personnel responsible for all or part of the Services covered by the Order. The Supplier undertakes to submit a Kbis extract (company registration certificate) less than (3) three months old, all "certificate of due diligence and other documents required by the legislation in force applicable to the activities carried out by the Supplier[1], on the date of signature of these GTCP, and then every six (6) months until the end of the performance of the Order. The lawful employment of the Supplier's personnel is an essential and determining condition for the performance of these GTCP Consequently, the Supplier formally undertakes to comply with this social legislation for all its personnel.

ARTICLE 6. CONFORMITY OF RAW MATERIALS AND/OR PACKAGING - INSPECTIONS

6.1 The Raw Materials and/or Packaging must comply with the specifications described in the Order and be suitable for their intended use as well as any applicable legislation and regulations and those of the state to which the Raw Materials and/or Packaging are produced. The Raw Materials and/or Packaging must comply in all respects with the legal and regulatory requirements in force, particularly and without limitation, with regard to:

The quality, composition, labelling and presentation of Raw Materials and/or Packaging;

- Regulation No. 178/2002 of the European Parliament and of the Council of 28/01/2002 laying down the general principles and requirements of food law;
- Regulation No. 2016/679, known as the General Data Protection Regulation (“GDPR”);
- Labour law and, more generally, labour regulations: consequently, the Supplier is prohibited from selling Raw Materials and/or Packaging which may have been manufactured by minors or illegal workers;
- The provisions of international conventions on children’s rights, in particular those relating to child labour;
- Environmental law: the Supplier undertakes in particular to comply with the legal and regulatory provisions in force applicable to it and to communicate, at AIT request, information relating to the Supplier’s activity impact on the environment, (consumption of water resources, Raw Materials and/or Packaging, and energy with, where appropriate, measures taken to improve energy efficiency and the use of renewable energy, land use conditions, air, water and soil pollution seriously affecting the environment, the list of which will be determined by order of the Ministers for the environment and industry, noise or olfactory pollution and waste);

6.2 The Supplier shall comply with applicable legal obligations to implement a product traceability procedure.

If, for any reason whatsoever, the Supplier is not certain that the Raw Materials and/or Packaging that it must supply will satisfy any of the requirements of the Order or the Specifications, it must inform AIT in writing as soon as possible within the timeframe requested by AIT, providing all the important details and the proposed measures. AIT will communicate its acceptance or refusal of these proposals in writing as soon as possible.

6.3 The Supplier guarantees that the packaging and labelling comply with applicable laws and regulations in the State where the Raw Materials and/or Packaging are delivered. Lastly, the Supplier guarantees that the packaging and labelling of the Raw Materials and/or Packaging comply in all respects with the Order

[1] **Certificates of due diligence required by current legislation - URSSAF**
The certificate mentions (i) the identification of the company (company name and registered office address, as well as the list of establishments concerned with their SIRET number); (ii) that the employer is up to date with its social security obligations on the due date of the last period processed (the last 6 months due).
Where the co-contractor employs employees, the certificate indicates: (i) the number of employees; (ii) the total amount of remuneration declared on the last summary statement of URSSAF contributions.
*The certificate issued does not include any information that strictly concerns the relationship between URSSAF and the contributor.*https://www.urssaf.fr/portail/home/employeur/declarer-et-payer/obtenir-une-attestation/attestation-de-vigilance.html

specifications.
As a consequence of the foregoing, the Supplier will be liable for any damage caused to AIT and/or to third parties as a result of the non-conformity of the Raw Materials and/or Packaging delivered, their labelling or their packaging.

6.4 In addition, AIT may conduct audits and inspections to ensure that Raw Materials and/or Packaging comply with compliance requirements. If the results of such audits demonstrate a non-compliance with the Raw Materials and/or Packaging technical data sheets, non-compliant Raw Materials and/or Packaging will be considered as non-compliant Raw Materials and/or Packaging. Non-compliant Raw Materials and/or Packaging may be returned and/or destroyed by AIT at the Supplier's expense and risk. AIT reserves the right to obtain, at the Supplier's expense, the replacement of non-compliant Raw Materials and/or Packaging with Raw Materials and/or Packaging that comply with the Orders specifications under the same price conditions, according to the lead times linked to the production constraints of AIT.
Regardless of the decision made by AIT, it will be without prejudice to the compensation that may be claimed from the Supplier for all direct and indirect monetary consequences resulting from harm of any kind caused to persons or property as well as measures to remove the Raw Materials and/or Packaging for any reason whatsoever.

ARTICLE 7. TRANSPORT AND RECEIPT OF RAW MATERIALS AND/OR PACKAGING

7.1 The conditions of transport of Raw Materials and/or Packaging are subject to specific provisions and Incoterms mentioned in each Order.
For Raw Materials and/or Packaging purchased in accordance with "DDP" Incoterm 2020, the Supplier shall be responsible for the transport, packaging, packaging and insurance of the Raw Materials and/or Packaging transported to the place of delivery indicated by AIT. Deliveries to the locations provided for in the Order are understood to be "shipping and packaging paid", with all related costs payable by the Supplier.
For Raw Materials and/or Packaging purchased in accordance with "Ex Works" Incoterm 2020, the Supplier will be responsible for packaging and loading on behalf of AIT under the best conditions. The corresponding costs will be paid by the Supplier and invoiced to AIT at cost upon the provision of relevant invoices. All deliveries must be made during the time slots defined by AIT for the site concerned.
No shipment must be made due upon arrival; any costs resulting from non-compliance with this clause shall be borne by the Supplier.
The Supplier is responsible for the packaging of the Raw Materials and/or Packaging, which must be appropriate for the means of transport used and the Products transported in accordance with applicable standards and the state of art.
Each delivery is subject to the provision of a delivery note (the "**Delivery Note**") which must include at least the following information: the place of delivery, the date and time of delivery, the nature and description of the Products, the AIT article code, as well as their volume, quantity and weight, as well as any relevant certificates, where necessary.

7.2 The Supplier declares that it is fully aware of the prejudicial consequences for AIT of any delay in delivery of the Raw Materials and/or Packaging.
Therefore, except in the event of *force majeure* or a duly proven event attributable to AIT, in all cases where the Raw Materials and/or Packaging are not delivered in accordance with the terms of the Order or of these GTCP, AIT reserves the right to apply a penalty equal to three percent (3%) of the amount of the non-compliant Raw Materials and/or Packaging , or missing, per day of delay.
Penalties constitute a penalty payment and do not discharge any existing legal or contractual obligations. The application of penalties is independent of termination of the Order, and/or a claim for damages as compensation for any loss suffered, to which the Supplier's delay in delivering the Products may give rise.

ARTICLE 8. TRANSFER OF OWNERSHIP

Ownership is transferred upon delivery of the Raw Materials and/or Packaging to the AIT site defined in each Order. The transfer of ownership is conditional upon the signature of the Delivery Note by AIT validating the quantities and quality of the Raw Materials and/or Packaging delivered, certifying their acceptance by AIT.

ARTICLE 9. TRANSFER OF RISK

The transfer of risks takes place upon delivery of the Raw Materials and/or Packaging to the AIT site defined in each Order by AIT, in accordance with the Incoterm 2020 DDP or according to any other Incoterm mentioned in each Order, it being specified that the Incoterm mentioned in the Order shall prevail. The transfer of risks is conditional upon signature of the Delivery Note by AIT.

ARTICLE 10. LIABILITY OF THE SUPPLIER

The Supplier is responsible for the proper performance of the Order and the obligations it has agreed toward AIT.

Any breach by the Supplier of its obligations as defined in each Order and/or these GCSP shall give rise to compensation.

The Supplier is liable for any damage that it, its staff, subcontractors, agents or any person likely to be involved in the performance of the Order may cause to AIT or to third parties in the performance of the Order, in particular the customers of AIT, and assumes all the financial consequences thereof.

It is also liable for breaches of its duty to advise in the context of its obligations.

It may not rely on the intervention of AIT (agreement on documents of any kind, information it has sent to it, etc.) to release itself from its liability.

The personnel assigned to the execution of the Orders shall remain under the full and exclusive responsibility of the Supplier, who is solely authorised to send them directives and instructions.

ARTICLE 11. SUBCONTRACTING

In the event of subcontracting, the Supplier undertakes to comply with any applicable law on subcontracting, including without limitation, with the provisions of Law No. 75-1334 of 31 December 1975 on subcontracting where applicable.

Any use of subcontracting must be subject to the prior written authorisation of AIT. In this respect, the Supplier undertakes to provide AIT with the identity of any subcontractors, as well as the nature of the services delegated, in writing.

The use of subcontracting by the Supplier shall not generate any additional remuneration payable by AIT, for any reason whatsoever.

The Supplier will remain liable to AIT for its subcontractor. It shall therefore remain solely and exclusively responsible for the performance of all the services assigned in the Order, and for their remuneration. The potential approval of subcontractors by AIT may never result in the creation of any legal link between AIT and the subcontractor(s).

The Supplier undertakes to only offer subcontractors to AIT that are duly insured for their professional civil liability, known to be solvent for all consecutive, non-consequential material and immaterial damage related to the performance of the services by their staff or employees. The Supplier undertakes to ensure that the subcontractors maintain this cover throughout the duration of the Order and to provide proof thereof at the simple request of the AIT by providing a certificate mentioning: (i) the totality of their activity declared to the insurer; (ii) the conditions of coverage (ceiling, excess and main exclusions) per claim; (iii) the payment of the premiums.

In the event of subcontracting, the Supplier shall direct and coordinate the operations and interventions of subcontractors used by it due to their competence. The Supplier remains the sole contact for AIT and is solely responsible to the latter.

It is agreed between the Parties that the Supplier undertakes to ensure that all the stipulations of the Order, the Raw Materials and/or Packaging specifications and the GTCP are complied with by the subcontractors that it engages to supply the Raw Materials and/or Packaging to AIT. Accordingly, the Supplier shall be responsible for ensuring that any subcontractors comply with all the provisions of the Order and of these GTCP, and shall be liable for any damage that it, its employees, subcontractors, agents or any other person likely to be involved in the supply of the Raw Materials and/or Packaging may cause to AIT or to third parties in the performance of the Order.

If the Supplier fails to fulfil its subcontracting obligations, AIT may either demand the complete execution of the Order by the Supplier, or declare the termination of the Order, without prejudice to the award of damages for damage suffered.

ARTICLE 12. PRICE - INVOICING AND PAYMENT TERMS

12.1 The price of the Order is fixed in euros and excludes taxes.

12.2 The price is fixed for the duration of the Order.

12.3 The price stipulated is always firm and final and includes, unless otherwise agreed, packaging and transport costs as well as any other costs or charges related to the performance of the Order.

Any additional costs of any kind shall be subject to a prior written agreement with AIT, as specifically indicated on the Order. Orders do not give rise to any systematic payment of advances, unless expressly stipulated in the Order and provided that AIT has given its prior written consent.

In the event of poor performance of the Order by the Supplier, AIT will have the option, after giving formal notice to the Supplier to perform, to give notice of a reduction in the price proportional to the incorrect performance of the Order.

12.4 Once a price has been determined between the parties for a given period, the parties have decided, in case of a fortuitous event as set forth in Article 1195 of the French Civil Code, to waive revision of the price by a judge. However, they will meet to determine a new price. If they fail to reach an agreement, the Order may be cancelled or performed in accordance with the previous conditions.

12.5 Indicators for agricultural food products (raw materials) [Article L.443-4 of the French Commercial Code].

In accordance with the provisions of Article L.443-4 of the French Commercial Code, the Supplier must provide AIT with the criteria and procedures for determining its prices, taking into account, for the agricultural product(s) included in the Raw Materials :

- Indicator(s) relating to the relevant production costs in agriculture and changes in these costs,
- One or more indicators relating to the prices of agricultural products and foodstuffs recorded on the market or markets on which the Supplier operates and to changes in these prices, as well as one or more indicators relating to the quantities, composition, quality, origin and traceability of the Raw Materials or compliance with a specification

12.6 Renegotiation of certain agricultural food products (raw materials) [Article L.441-8 of the French Commercial Code]*(if applicable)*

In accordance with the provisions of Article L.441-8 of the French Commercial Code, Orders with a performance period of more than three (3) months relating to the sale of certain agricultural and food products whose production prices are significantly affected by fluctuations in the prices of agricultural and food raw materials and products, energy, transport and materials used in the composition of packaging, include a clause relating to the terms and conditions for renegotiating the price in order to take account of these fluctuations, both upwards and downwards.

Where these conditions apply, the terms of renegotiation are specified by the parties and include the conditions and thresholds for triggering renegotiation.

The renegotiation will be carried out in good faith within a period of no more than one (1) month from receipt of the request for implementation of this clause made by one of the parties to the other party by e-mail, and in compliance with industrial and commercial secrecy and business confidentiality.

A report on this negotiation will be drawn up, in accordance with the procedures set out in article D.441-4 of the French Commercial Code.

If the price renegotiation does not result in an agreement by the end of the one-month period, each party must refer the matter to the mediator for agricultural trade relations, prior to any referral to the courts under the conditions specified in Article L.441-8 of the French Commercial Code.

This Article will not prevent any other renegotiation that may be undertaken by the parties.

The production prices of the Raw Materials and/or Packaging are considered to be significantly affected when the following situations arise with regard to fluctuations in the prices of energy, transport or materials used in the composition of packaging:

	Reference Index	Rate of increase or decrease in indices	Reference period
Energy	**Electricity** French industrial producer price index for the French market - CPF 35.11 and 35.14 - Electricity sold to businesses with a capacity contract > 36kVMarket prices - Base 2015 - Monthly gross data - Identifier 010534766	+/- 15 %	Average for the last 3 months compared with the average for the last quarter of the current calendar year (unless otherwise specified)
	Gas CNR PEG (Gas Exchange Point) | Europe	+/- 15 %	Average for the last 3 months compared with the average for the last quarter of the current calendar year (unless otherwise specified)
Transport	CNR refrigerated frozen Long distance (LD) articulated set (EA), France	+/- 15%	Average for the last 3 months compared with the average for the last quarter of the current calendar year (unless otherwise specified)
Packaging	Testliner 2| corrugated cardboard France	+/- 15%	Average for the last 3 months compared with the average for the last quarter of the current calendar year (unless otherwise specified)
	Identifier 010534212 - French industrial producer price index for the French market - CPF 22.22 - Plastic packaging, basic prices, gross monthly data, France	+/- 15%	Average for the last 3 months compared with the average for the last quarter of the current calendar year (unless otherwise specified)

12.7 Each invoice must be drawn up in euros and must contain the following information:

- the Order reference,
- the name and address of the parties,
- the precise description of the Products including the article code of AIT,
- the delivery date of the Products,
- the quantity and unit price excluding VAT of the Products,
- the date of payment of the invoice,
- the amount of any penalties (the rate of penalties payable on the day following the date of payment shown on the invoice and a fixed amount of forty (forty) euros exclusive of VAT tax of the Products, for collection costs set by Article D. 441-5 of the French Commercial Code.

For companies liable for VAT (tax regulations), the invoice must also indicate: the amount excluding tax and the rate and amount of VAT as well as the intra-Community VAT number;

The corresponding invoices are payable within 60 (sixty) days of their date of receipt, unless otherwise stipulated.

ARTICLE 13. CONFIDENTIALITY - BUSINESS SECRECY

The Supplier undertakes to comply with an obligation of confidentiality, as defined below (the "**Confidentiality Agreement**").

The Confidentiality Agreement covers, but is not limited to, all documents, information relating to Trade Secret, within the meaning of French Law no. 2018-670 of 30 July 2018, including, without

limitation, recipes, manufacturing secrets, and formulas, data, know-how, methods, files, "Personal Data",within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, whether or not they are linked to a creation, a service or a product whether or not protected by a title or an intellectual property right, of a technical, commercial, financial, business, legal, strategic nature, of actual or potential economic value, concerning or that may concern the organisation, customers, prospects and partners of AIT, its directors, shareholders, managers, employees, trainees, consultants, members of any internal committee, which are disclosed, transmitted, communicated or made available in any way whatsoever, whatever the medium (written or oral), directly or indirectly, on the premises of one of the parties, or of its controlled companies within the meaning of Article L.233-3 of the French Commercial Code ("Controlled Companies"), or outside, even if they are not explicitly presented as confidential by AIT, unless expressly stated otherwise by AIT (the "**Confidential Information**").

The Supplier undertakes to keep the Confidential Information strictly secret. In particular, it undertakes never to directly or indirectly disclose, use, exploit, imitate, make copies of all or part of the Confidential Information or an element obtained from all or part of the Confidential Information, without the prior written authorisation of AIT. The Supplier undertakes to take all necessary measures to ensure compliance with all the obligations incumbent upon it by means of the Confidentiality Agreement. It undertakes to immediately inform AIT of any event likely to affect its compliance with its obligations under this Confidentiality Agreement, regardless as to whether it is dependent on or beyond its control.

The obligations set forth herein shall not apply to Confidential Information that has become public domain through no fault or negligence of the Supplier or its directors, shareholders, , officers, employees, interns, consultants, advisers, members of any internal committee, or those of any of its Controlled Companies.

The Supplier acknowledges that the obligations incumbent upon it by this Confidentiality Agreement are obligations whose breach would seriously harm the interests of AIT and would result in very significant damage to the latter. Consequently, the Supplier undertakes to cover and compensate the full consequences of any breach of said obligations.

Within the meaning of the provisions of Article 1204 of the French Civil Code, the Supplier guarantees compliance with this Confidentiality Agreement by its directors, shareholders, officers, managers, employees, interns, consultants, advisors, members of any internal committee, or those of any of its Controlled Companies, duly authorised, as well as its subcontractors.

This Confidentiality Agreement is valid for the entire duration of the Order and for five (5) years from its termination regardless of the cause thereof (namely expiry, non-renewal, early termination), unless the Confidential Information is considered by AIT to constitute a Trade Secret. In the latter case, the obligations of the Supplier shall continue for as long as the Confidential Information falls within the scope of the Trade Secret of AIT.

ARTICLE 14. TERMINATION

14.1 In the event that the Supplier fails to comply with its obligations as set out in the Order, AIT may, in addition to the possibility of exercising the right of substitution referred to in Article 15, request the cancellation of the Order without prejudice to the awarding of damages, after sending formal notice to remedy the breach(s) observed and to comply with its contractual obligations, by email or registered letter with acknowledgement of receipt.

14.2 The following breaches may result in cancellation of the Orders and the cessation of commercial relations solely due to their occurrence:

- Violation of Articles 5, 6 and 7 of these GTCP;
- Breach of labour legislation;
- Breach of confidentiality obligations;
- Infringement of the intellectual property rights of AIT;

- Breach of the rules relating to the compliance of the Raw Materials and/or Packaging;
- Breach of environmental regulations;
- Breach of Lallemand's Supplier Code of Conduct and Modern Slavery Policy (available at https://www.lallemand.com/en/about-us/environment-social-governance-esg/).

Termination will take effect from the date of notification to the Supplier by AIT.

ARTICLE 15. SUBSTITUTION

AIT reserves the right to substitute to Supplier any natural person or legal entity of its choice for the performance of the Order, at any time and at the Supplier's sole expense.

The right of substitution thus reserved to AIT shall not entitle the Supplier to terminate its Order, or to any compensation whatsoever.

ARTICLE 16. INTELLECTUAL PROPERTY

16.1 All the provisions of this "INTELLECTUAL PROPERTY" article shall survive the termination or expiry of the Order. AIT is and shall remain the sole owner of its intellectual property rights, whatever the form or medium, and in particular of the materials and documents provided by AIT to the Supplier. Thus, any Confidential Information, logo, name, brand, data, creation, model, mould, model, sketch, drawing, diagram, photograph, presentation, document, reports, studies, , map, image, video or sound, graphic, content or programming element supplied by AIT (all of which are referred to in a non-exhaustive manner as "**Intellectual Property Elements**") will remain its full and entire property, whether or not it has been modified or adapted by the Supplier.

Regardless of the nature and conditions thereof, any use by the Supplier of all or part of the Intellectual Property Elements of AIT without obtaining prior written authorisation is strictly prohibited, and may give rise to the award of damages for any damage suffered.

16.2 In the context of an Order, any use by the Supplier of all or part of the Intellectual Property Elements of AIT which benefit as such from copyright protection may only be made by the Supplier with the prior written authorisation of AIT. In the event that such use by the Supplier gives rise to the creation of a work protected by copyright, this work will be qualified as a composite work, in accordance with the definition given in Article L. 113-2 of the Intellectual Property Code, of a "new work into which a pre-existing work is incorporated without the collaboration of the author of the latter". Except for the purposes of fulfilling the Order , any use by the Supplier of this information, data, content or programming elements is strictly prohibited.

16.3 For fulfilment of the Order, the Supplier may be required to create elements likely to be protected under copyright, including, but not limited to, plans, models, mouldings, models, sketches, drawings, diagrams, photographs, presentations, documents (reports, studies, etc.), maps, images, videos or sounds (hereinafter, the "Creations").

16.4 The Supplier declares that it is the sole author/creator of the Creations it may be requested to provide to AIT, or that it holds all the economic rights to them.

On behalf of AIT concerned and at its own expense, the Supplier is therefore responsible for obtaining all necessary operating authorisations or assignments of rights in order to allow the exploitation of the Creations by AIT, according to the needs it has expressed.

16.5 The Supplier transfers all the economic rights attached to these Creations to AIT, as defined in Articles L. 122-1 et seq. of the French Intellectual Property Code on any written document, graphic, visual, model, and more generally any production made in the context of the performance of the present contract, in any form whatsoever, including during working meetings.

ARTICLE 17. INSURANCE

The Supplier guarantees that it has taken out, or undertakes to take out and maintain throughout the duration of the Order, all insurance required by law and covering its professional liability with an insurance body, as well as those necessary to cover any damage whatsoever that may occur during the performance of the Order. The Supplier shall ensure that its coverage is always sufficient with regard to the risks inherent in or resulting from the supply of Raw Materials and/or Packaging.

Compliance with the insurance obligations as described above does not in any way release the Supplier from its liability, namely with regard to damage covered by deductibles, those that are not covered by the Supplier's insurance, or damage whose amounts exceed the capital guaranteed by the latter. AIT may always request full reimbursement of its loss.

Upon the request of AIT, the Supplier undertakes to immediately provide a copy of the liability insurance policy, proof of its subscription and proof of payment of premiums; the certificates must specify the special terms and conditions of coverage and the amounts and events covered, deductible levels, ceilings and exclusions per claim.
The Supplier must be able to prove payment of its premiums at any time upon the request of AIT. It will spontaneously send his new annual certificate to AIT. The Supplier undertakes to ensure that its insurance coverage at the time of its renewal(s) is at least as comprehensive in terms of indemnity amounts and ceilings in particular as that existing on the date of signature of the Order.

ARTICLE 18. ETHICS AND COMPLIANCE

The Supplier shall perform its obligations hereunder in a manner consistent with all applicable laws and regulations including, without limitation, all applicable anti-bribery and antitrust laws. The Supplier represents that it has not made or provided, and will not make or provide, any payment or benefit, directly or indirectly, to government officials, customers, business partners or any other person in order to secure an improper benefit or unfair business advantage, influence private or official decision-making or induce someone to breach professional duties or standards.

AIT is an integral part of the Lallemand Group. By signing these GTCP, the Supplier also agrees to comply with Lallemand's Supplier Code of Conduct and Modern Slavery Policy (available at https://www.lallemand.com/en/about-us/environment-social-governance-esg/) which the Supplier acknowledges having read and understood.
The Supplier shall immediately report to AIT in writing any suspected or detected violation of this article in connection with the Supplier's business activities under this GTCP and, in such cases, cooperate fully with AIT in reviewing the matter. If AIT believes, in good faith, that the Supplier has violated any of the above principles, AIT shall have the right to unilaterally terminate any Order with immediate effect and without compensation to the Supplier whatever the cause.

The Supplier acknowledges that it will be held liable towards AIT, its associates and/or shareholders, its managers and its subsidiaries, for any damage resulting from a breach of the aforementioned rules and principles.
The Supplier undertakes to inform AIT without delay as soon as it is aware of any event likely to result in a breach of the aforementioned rules. Throughout the duration of the Order negotiated with AIT, the latter reserve the right to check the Supplier's compliance with the said rules at any time by asking, if necessary, to provide additional information. The Supplier undertakes to provide this information, ensuring that it is complete, true and accurate.

ARTICLE 19. PROTECTION OF PERSONAL DATA

The parties acknowledge that their collaboration does not as such involve the processing or subcontracting of personal data, within the meaning of current legislation/regulations relating to the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). The Parties undertake to anticipate and notify each other of any developments/modifications involving such subcontracting so as to enable the Parties to conclude any appropriate contractual documentation accordingly, which should be incorporated as an integral part of the GTCP.
However, for the purpose of fulfilment the Orders, each party acknowledges that it will act as a Data Controller (within the meaning of the GDPR) in respect of the personal data that it is required to process relating to the staff/members, managers of the other party (in particular operational contacts), which may include in particular first names, business names, e-mail addresses or telephone numbers, and will therefore be individually and separately responsible for complying with its obligations under the GDPR.
The processing of this personal data is essential to the relationship between the parties, and to their activities for the purposes of communication between teams for the fulfilment of the Orders.
In this context, each party undertakes to:

- process this personal data solely for the purposes of fulfilling the Orders, and solely for the defined purposes;

•implement appropriate technical and organisational measures to ensure the protection of personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing;
•fulfil its obligation to respond to requests to exercise the rights of data subjects: right of access, rectification, erasure and objection, right to restrict processing and, where appropriate, right to data portability, right not to be subject to decisions based exclusively on automated processing (including profiling).
•promptly notify the other party in the event of a breach of personal data under the control of the other party: please send an email to privacy-corporate@lallemand.com, concerning AIT. In this context, AIT will contact the Supplier's main operational contact or its data confidentiality referent if this has been indicated by the Supplier.
•not to subcontract to a subcontractor without the consent of the other party, nor to transfer personal data processed outside the European Economic Area (EEA) without having taken the necessary measures to ensure that such transfer complies with the GDPR.

Personal data is kept by each party for the duration of the fulfilment of the Order, plus any statutory limitation periods. The parties acknowledge that personal data may be sent to countries that do not necessarily have the same levels of data protection as those in applicable in the country of origin. To ensure the security such international transfers, the parties implement appropriate technical and organizational measures. Those measures may include data encryption, strict access controls, and regular audits to ensure that security standards are met.

Each party undertakes to ensure that its employees and more generally any person whom it authorises to process Personal Data are subject to an obligation of confidentiality.

ARTICLE 20. TRANSFER AND ASSIGNMENT

AIT has chosen the Supplier based on its specific requirements. The Orders are entered into intuitu personae, reflecting the personal trust and confidence placed in the Supplier.

Consequently, the Supplier, as it acknowledges and accepts, shall not be entitled to substitute any person or entity as regards its rights and obligations under the Order, or assign whole or part hereof to a third party in any form whatsoever, namely against payment, unless otherwise agreed in advance with AIT.

AIT reserves the right to freely transfer Orders to an entity of the Lallemand Group, after having first informed the Supplier.

ARTICLE 21. FORCE MAJEURE

The performance by the parties of all or part of their obligations shall be suspended in the event of force majeure, it being understood that, in accordance with the provisions of Article 1218 of the French Civil Code, an event of *force majeure* occurs due to an event beyond the control of the debtor that could not be reasonably foreseen at the time of conclusion of the Order, the effects of which cannot be avoided by appropriate measures, which thus prevents the debtor's performance of its obligation. For the purpose of these GTCP, a force majeure event includes, without limitation, pandemic, fire, flood, earthquake, windstorm or other natural disaster, cyberattacks including but not limited to data breaches, ransomware, denial-of-service, or other malicious cybersecurity incidents, act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities, whether war be declared or not, civil war and rebellion.

The parties expressly agree that a social movement within the Supplier's company does not constitute a *force majeure* event.

In the case of a force majeure event, the party affected will inform the other party as soon as possible and, at the latest, within forty-eight (48) hours.

In the event that such suspension continues for more than one (1) month or after the period agreed between the parties, the other party will be entitled to terminate ongoing Order(s).

ARTICLE 22. UNFORESEEN EVENTS

The parties agree that the conditions of the Order may be renegotiated by mutual agreement in the event of unforeseeable economic circumstances that fundamentally alter its economic situation, such as a downward evolution of its business activities in such proportions that the economic balance of the Order would no longer be sustained.

In practice, the first party to take action must inform the other party of the existence, nature, and characteristics of this change by registered letter with acknowledgement of receipt as soon as possible.

As from receipt of the said letter of notification of the change, the parties shall meet in order to find an amicable solution with regard to adaptations to be made to the Order following the unforeseeable change in the aforementioned economic circumstances. During this period, the parties must continue to perform the Order pursuant to the terms initially agreed upon.
This renegotiation may not exceed four (4) weeks from the aforementioned notification of the event.
If negotiations fail, AIT and the Supplier will be the sole decision-makers as to the possibility of terminating the Order in its entirety, it being specified that the provisions of Article L. 442-1 of the French Commercial Code shall remain applicable to such termination.

ARTICLE 23. APPLICABLE LAW AND JURISDICTION

These GTCP are governed by French law.
In international relations, the application of the United Nations Convention signed in Vienna on 11 April 1980 on the international sale of goods (CISG) is expressly excluded.

If an amicable agreement cannot be reached within thirty (30) days of sending a registered letter, any disputes relating to the interpretation, performance and expiry of the Order shall be referred to the competent court within the jurisdiction of the Paris Court of Appeals, to which the parties appoint jurisdiction, even in the event of summary proceedings, third-party claims or multiple defendants.

ARTICLE 24. ACCEPTANCE OF THE GTCP - SIGNATURE OF THE SUPPLIER

The Supplier declares that it accepts, initials and signs all of the present General Terms and Conditions of Purchase of AIT, and that it is duly authorised to do so.

In accordance with the provisions of article 6.4, on the date of signature of these General Terms and Conditions of Purchase, the Supplier undertakes to send to AIT the due diligence certificates required by applicable legislation,[2] and every 6 months thereafter until the end of performance of the Order.

Date:
COMPANY:
Name and capacity of the signatory duly authorised for the purposes hereof:

Initial each page and sign the GTCP preceded by the words *"In agreement"* and affix the Supplier's COMPANY stamp

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Electronic signature:

These GTCP may be signed electronically.

In this case, the Supplier expressly agrees to sign the GTCP by electronic signature via the DocuSign platform and therefore declares that the electronic version of the GTCP constitutes the original copy, and is valid between the Supplier and AIT.
The Supplier and AIT undertake not to challenge the applicability or probative value of the GTCP as signed in electronic form. Therefore, the electronically signed version of the GTCP constitutes proof of:

- *Its content*
- *The identity of the Parties*
- *Their consent to the obligations stipulated*

In accordance with paragraph 4 of Article 1375 of the French Civil Code, these GTCP are drawn up in a single original digital copy; a copy will be issued to the Supplier and AIT.

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[2] Certificates of due diligence required by current legislation - URSSAF