

ARTICLE 1. CONTRACTUAL DOCUMENTS

1.1 The contract between Ecocert ICO (hereafter “**Ecocert**”) and the Client is made up of the current versions of the following documents, which are available upon request and presented in decreasing order of priority (hereinafter referred to as the “**Contract**”).

1. These terms and conditions (the “**Terms and Conditions**”),
2. The Ecocert Transitional Program – Technical Standard (the “**Standard**”),
3. The certification process (the “**Certification Process**”),
4. The TSA Rules of Use for ECOCERT logo – ECOCERT Transitional program and TSB Guidance for labelling – ECOCERT Transitional program,
5. The fee schedule in force (the “**Fee Schedule**”).

1.2 In the event of conflict between the provisions of these documents of different priorities, the provisions of the higher priority document shall prevail.

ARTICLE 2. DEFINITIONS

“**Certification Document**” refers to the document(s) issued to the Client certifying the conformity of the Products to the Standard, possibly through Ecocert’s website.

“**Certification Requirements**” refers to the requirements settled in the Contract, to be fulfilled by the Client for the obtaining and maintaining of the certification.

“**Client**” refers to a natural person or legal entity entering into this Contract with Ecocert for the performance of the service covered by the Contract.

“**Ecocert Group**”: group of companies to which Ecocert belongs, more than 50% owned directly or indirectly by Ecocert SA, parent company (“**Ecocert SA**”).

“**Non-committed Operator**” refers to one or more operators who have signed a contract with the Client, such as subcontractors, producers, providers or handlers, involved in the production, preparation or distribution process of the Products and who are not personally committed to Ecocert for the service covered by the Contract.

“**Product**” refers to product(s) submitted by the Client during the life of the Contract for certification of conformity to the Standard by Ecocert.

ARTICLE 3. PURPOSE

The purpose of the Contract is the performance by Ecocert of a service of conformity assessment to the Certification Requirements of the Products and the Client, pursuant to an annual calendar cycle, and resulting, where applicable, in the issuance and then maintenance of the Certification Document, allowing reference to be made by the Client to the Product’s conformity with the Standard.

ARTICLE 4. SERVICE PERFORMANCE

4.1 Based in particular on the information provided by the Client and/or gathered by Ecocert during the assessments, Ecocert undertakes to use the appropriate means to perform its service, in line with its procedures, and to do everything within its power, in particular:

- (i) keeping to reasonable deadlines for performing its services, particularly for making appointments (such as audits dates),
- (ii) carrying out the necessary assessments and in particular the audits, provided that the site is reasonably accessible and not in areas of risk as identified by Ecocert,
- (iii) whenever possible and as long as the reliability of its service is not compromised, collaborating with the Client to implement the service,
- (iv) asking the Client for any information and documents that Ecocert deems necessary for the service (and in any case subject to the confidentiality provided for in Article 10),
- (v) implementing, in the situations provided for by its internal procedures, the mechanisms safeguarding its impartiality.

4.2 The Client undertakes to always fulfil the Certification Requirements, including in the event of changes reported by Ecocert, and in particular promises that the Product continuously conforms to the Standard.

The Client shall facilitate Ecocert’s assessment work, particularly:

- (i) by collaborating with Ecocert’s staff, including without limitation during audits, so that the service is performed under optimal conditions,
- (ii) by providing the information and documents needed for proper performance of the service, relating in particular to its organization and/or the Products, as quickly as possible,

(iii) by immediately informing Ecocert of any change it becomes aware of in its organization, or in the production, composition and labelling of the Product, of any additional product it intends to market with a reference to certification, and of any event he would become aware of that may affect his ability to conform with the Certification Requirements and/or that could affect the conformity of the Product to the Standard,

(iv) by submitting to all assessments provided for in the Certification Process and in the Standard,

(v) by allowing access to the auditors assigned by Ecocert, and as the case may be to external observers and auditors, to all sites, premises, data, processes, materials, procedures, personnel and subcontractors that could affect the conformity of the Product or be involved in the Product certification process, and taking all necessary measures for ensuring the safety of the observers and / or auditors during audits,

(vi) by respecting, in the event of Product non-conformity to the Certification Requirements, Ecocert’s decisions and the conditions for implementation thereof.

4.3 In the event of involvement of a Non-committed Operator, the Client must notify Ecocert of this in advance and is fully and solely responsible for compliance and non-compliance by the Non-committed Operator with the obligations provided for in Article 4.2 and, more generally, all the obligations laid down in the Contract.

ARTICLE 5. REFERENCES TO AND USE OF CERTIFICATION BY THE CLIENT

5.1 Only issue of the Certification Document authorizes the Client to produce, transform and market the Products listed on the Certification Document with the references provided for in Article 5.2.

5.2 The Client will refer to the transitional program and to Ecocert, and may use the Ecocert logo (i) for the Products only, (ii) once the Certification Document relating to its Products has been issued and for as long as this Certification Document is valid, (iii) under the conditions laid down in the Certification Requirements and (iv) only within the scope of the certification issued.

5.3 In any case, the use of the certification must not be made in such a manner as to bring Ecocert into disrepute and no statement can be made regarding certification which Ecocert may consider misleading or unauthorized.

5.4 The Certification Document, the audit report, and generally any document issued by Ecocert, in whole or in part, may not be used in a misleading manner.

5.5 If copies of the Certification Document are provided to third parties, the document shall be reproduced in its entirety, or as specified in the Standard or the Certification Process if applicable.

5.6 Except prior and express written agreement of Ecocert, a person not holding a certificate issued by Ecocert is not allowed to make reference to the certification by Ecocert or to use the Ecocert certification trademark in connection with products other than the certified Products, whether in its communication or on the packaging or labeling of a product. It is the Client’s sole responsibility to ensure that its own clients are aware of this prohibition and abide by it.

ARTICLE 6. REFERENCES TO CERTIFICATION BY ECOCERT

Ecocert may be required to make available to third parties, regardless of the medium used, (i) the Client’s name, contact details and list of certified Products, (ii) the electronic version of the Certification Document (iii) information relating to the suspension, surrender or withdrawal of certification of the Client (iv) the anonymized data of the Client for analytical and statistical purposes only, and (v) information which disclosure is required by the Certification Requirements and the norms applicable to Ecocert as a certifying body. The Client acknowledges being informed of, and hereby authorizes Ecocert to make such disclosures.

ARTICLE 7. PRICING AND PAYMENT TERMS

7.1 In consideration of the services hereof, the Client undertakes to pay Ecocert the corresponding fee in the Fee Schedule in effect at the time the initial Organic System Plan (“**OSP**”) is signed. Such Fee Schedule may be revised by Ecocert on a periodic basis, and the Client agrees to be bound by such Fee Schedule in the event of a renewal in accordance with Article 8.3.

7.2 If any of the elements used for calculation of the fees here above are modified following information provided from the Client or according to Ecocert’s findings, or if additional Ecocert services are required for implementation of the Certification Process, then the Client will be invoiced for

additional fees in connection with same, in accordance with the Fee Schedule then in effect.

7.3 If analysis proves necessary, the costs of the analysis and the management fees will be invoiced in addition after receiving the results by Ecocert, whatever the result.

7.4 Invoices, which Ecocert may issue prior to performance of the service, shall indicate the terms for payment of fees. All invoices shall be fully paid within 30 days of receipt thereof.

7.5 Ecocert will be entitled to suspend performance of the service covered by the Contract until all outstanding invoices have been paid in full, without such non-performance being considered as a breach of this Contract by Ecocert. Failing payment, the Contract may be terminated in accordance with the provisions of article 9.

7.6 If an audit is rescheduled by the Client less than a week ahead of schedule, a flat fee of 10% of the annual fee will be applied, except in cases of force majeure.

ARTICLE 8. CONTRACT TERM AND CERTIFICATION VALIDITY

8.1 The Contract shall enter into force on the day that the initial OSP is signed by the Client, and shall remain in effect as long as the certification is valid, being understood that the suspension of the certification does not entail termination of the Contract. Acceptance of the OSP implies the Client's full, unreserved agreement to the Terms and Conditions in force and, more generally, to the provisions of the current Contract, to the exclusion of all other documents such as brochures and catalogues issued by Ecocert for information purposes only.

8.2 The Certification Document is issued under the conditions laid down in the Certification Process and remains valid unless the certification is surrendered, suspended, revoked or withdrawn in accordance with the procedures specified in the Certification Process. The Certification Document will be updated by Ecocert after each annual inspection if the Certification is still valid, as Ecocert shall determine.

8.3 The Client's certification process is automatically renewed on 1 January each year, if, on 31 December of the previous year, the Contract has not been terminated under the conditions provided for in Article 9. The process is renewed according to the current Fee Schedule and the Client is deemed to have accepted all of the evaluations necessary for the renewal in question. The Client should therefore update and send to Ecocert the data necessary for certification.

ARTICLE 9. CONTRACT AND CERTIFICATION TERMINATION

9.1 The certification and the Contract may be terminated simultaneously by the Client with no need to provide any reason, giving a minimum of three (3) months' notice sent by registered mail with acknowledgement of receipt.

9.2 The certification and the Contract may be terminated simultaneously by Ecocert with no need to provide any reason, giving a minimum of six (6) months' notice sent by registered mail with acknowledgement of receipt.

9.3 In the event of termination under Article 9.1 or 9.2, all or part of the fees will be payable by the Client depending on the service provided by Ecocert upon termination date.

9.4 Ecocert may also lawfully withdraw the certification and terminate the Contract simultaneously with immediate effect if the Client does not correct the breach of any of its obligations as set out in the terms of the Contract within two weeks of having received formal notice from Ecocert on this matter, except in case of inappropriate behaviour of the Client toward Ecocert's staff where a formal notice will not be necessary, without prejudice to any damages that may be claimed by Ecocert.

9.5 The suspension, withdrawal or termination of the certification for any reason shall simultaneously and immediately bring about (i) the expiry of the Certification Document, (ii) the cessation of any marketing by the Client of the Products that refers to the certification, and generally of any reference to certification as described in Article 5, regardless of the medium (iii) the cessation of manufacture of any Products intended for marketing with reference to the certification, (iv) the cessation of any use of the Certification Document, and (v) the Client's obligation to notify its own customers and Non-committed Operators of the foregoing.

9.6 In addition, the withdrawal of the certification by Ecocert for any reason whatsoever shall bring about the termination of the Contract.

9.7 For the avoidance of doubts, it is specified that the termination of the Contract for any reason whatsoever entails the end of validity of the certification and the Certification Document.

9.8 Ecocert reserves the right to refuse service to any client or third party for any reasonable, non-discriminatory reason, including without limitation in the event of an existing dispute on the payment of a preceding service.

ARTICLE 10. CONFIDENTIALITY AND PERSONAL DATA

10.1 Except as otherwise set forth below, all information obtained through performance of the service covered by the Contract shall be considered as confidential, particularly that relating to the Product and the results of assessments and technical and commercial information.

10.2 Ecocert undertakes to keep confidential any information relating to the Client and described in Article 10.1 and to ensure that any of its employees, representatives, agents or subcontractors involved in implementation of the Contract, who may have occasion to hold or obtain any such information, also undertake to protect this confidentiality and not to use it for their own gain or for the gain of a third party, unless within the context of performance of the service covered by the Contract.

10.3 The following information shall not be considered confidential and shall not impose an obligation of confidentiality: (i) information already known or available to the public, in the absence of any wrong being committed within the context of this Contract, (ii) information received legally from a third party without breach of this Contract, (iii) information which by law or under any regulations or judicial or administrative decision must be disclosed by Ecocert to the US or foreign judicial or administrative authority, such as the of Agriculture (USDA), or the approval or accreditation authorities, (iv) information Ecocert is authorized to disclose by the Client, in particular according to article 6 and 10.4, (v) information which have to be made public by Ecocert or the Client in accordance with the provisions of the Certification Requirements.

10.4 The Client acknowledges and agrees that Ecocert may transfer confidential information in the software business database it uses in the execution of the Contract and owned by Ecocert SA, which can have access in this regard to this confidential information, for the exclusive purpose of management and maintenance of the software. Ecocert guarantees that Ecocert SA is subject to the same confidentiality obligations than those mentioned above and will not use the Client information for purposes other than the management of the software, without the express consent of the Client.

10.5 In the event that personal data related to a natural person would be transmitted by the Client under the Contract, Ecocert will take all appropriate actions to abide by the law applicable to the protection of personal data, and will ensure that Ecocert SA will do the same as the case may be. In any case, it is the Client responsibility to meet all its obligations under the law applicable to the protection of personal data and, as such, guarantees Ecocert and Ecocert SA against any claim by an individual whose personal data are transferred and stored under the Contract.

10.6 The obligations of confidentiality under this section shall survive for a period of five (5) years as from the termination of the Contract.

ARTICLE 11. SCOPE OF ECOCERT'S OBLIGATIONS

11.1 Ecocert shall use reasonable commercial efforts with regard to the performance of its service in a timely manner, in accordance with its procedures for certification, based on the information and documents provided by the Client. Ecocert will therefore not be held liable for the consequences of late, incorrect or incomplete information provided by the Client during and outside of audits and other assessments.

11.2 It is hereby stated that Ecocert has no obligation, under the terms of the Contract:

(i) to check that the Products meet requirements other than those contained in the Certification Requirements, such as legal or regulatory requirements for the products in general and their labelling, including the ones aimed at in the Standard. The Client shall be solely responsible for ensuring that the Products can be marketed on a given market with reference to the transitional program.

(ii) to check the findings recorded in the certificates of experts, suppliers or inspection bodies presented to it by the Client. Nonetheless, Ecocert reserves the right to make inquiries as to the accuracy of given facts if it believes that such an investigation is relevant to implement the service, for example by asking the Client to provide additional proof, or by making verifications directly with concerned third parties.

(iii) issue a certification according to NOP, or any other organic regulation in the framework of the Contract.

11.3 The Client acknowledges that the issuance of the transitional certification

does not give rise to automatic certification of the Products by Ecocert or any other certification body according to NOP or any other organic farming regulation.

11.4 The Client understands and accepts that Ecocert has no obligation of advice of any sort under the Contract, pursuant to the laws and standards that apply to any certification body such as the ISO 17065, particularly in terms of independence and impartiality.

11.5 EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS CONTRACT, NO WARRANTIES ARE MADE BY ECOCERT WITH RESPECT TO THE SERVICE TO BE PROVIDED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 12. LIMITATION OF LIABILITY

12.1 Ecocert can only be held liable for actual, foreseeable losses resulting directly from its breach of its essential obligations as stipulated in the Contract.

12.2 Ecocert shall not be held liable for the financial consequences of any indirect, special or consequential damages, or unforeseeable loss, regardless of whether Ecocert was notified of same in advance.

12.3 In any event, the maximum amount for which Ecocert may be liable, for each claim arising from the Contract, shall be capped at the equivalent of twenty (20) times the fees payable to Ecocert for the Product(s) involved with the claim, in the calendar year in which the incident giving rise to the claim occurred.

12.4 The Client undertakes to do all that is necessary in order to limit as far as possible any loss that may be sustained on account of a fault committed by Ecocert.

12.5 The Client agrees to fully defend, indemnify, and hold Ecocert harmless from and against any claims, penalties, damages or other liability (including reasonable attorney's fees) which results from any breach by the Client of any term of this Contract, including without limitation any unauthorized use the Ecocert name, logo, trademark or service mark as set forth in Article 5.

12.6 This clause shall survive the expiration, termination or disappearance of the Contract for any reason whatsoever.

ARTICLE 13. APPLICATION AND BINDING NATURE OF THE CONTRACT

13.1 No specific conditions or terms of purchase of the Client may prevail over the Terms and Conditions unless officially agreed upon in writing by Ecocert, and signed by an authorized representative thereof.

13.2 Should Ecocert decide not to enforce its rights in accordance with the provisions of the Contract at any given time, this may not be interpreted as a waiver to enforce such rights at a later date in accordance with the provisions in question.

13.3 If any of the provisions of the Contract is declared null and void or inapplicable by a court or by virtue of the law, the other provisions shall remain in force and with full effect, insofar as they are provided for by law.

13.4 The Contract cancels and replaces any previous contracts with the same subject that may have been signed between the parties.

ARTICLE 14. MODIFICATION OF THE CERTIFICATION REQUIREMENTS

14.1 If Ecocert should modify the Terms and Conditions, it shall use any means to notify the Client beforehand. Any modification to the Terms and Conditions is deemed to have been accepted by the Client if the latter has not rejected them in writing sent by registered mail with acknowledgement of receipt no later than one month after the entry into force of the new Terms and Conditions. Rejection shall lead to termination of the certification and the Contract by the Client in accordance with the conditions provided for in Article 9.1.

14.2 If Ecocert should modify any of the contractual documents other than the Terms and Conditions, Ecocert shall use any means to notify the Client. Depending on the situation, the modified provisions shall take immediate effect or transitional measures may be adopted by Ecocert, at Ecocert's election.

14.3 The Parties agree that Ecocert may not be held liable in the event that certification of all or some of the Products based on the Standard is impossible or forbidden due to changes in national or international regulations and/or interpretation thereof, generally or relating to the definition of organic farming and/or certification thereof, which would result in modification or deletion of the service covered by the Contract.

ARTICLE 15. SUBCONTRACTING/DELEGATION

15.1 The Client is informed that all or part of the audits or analysis necessary for Products certification may be entrusted to a third party appointed for this purpose, and may raise objections in this respect.

15.2 The Client accepts in advance that all or part of the Products certification process may be delegated to one or more companies of the Ecocert Group.

15.3 In any case, Ecocert shall remain operationally, financially and legally responsible toward the Client for the subcontracted or delegated activities.

ARTICLE 16. TRANSFER

A party may not transfer or assign the Contract to a third party in any way unless prior written approval has been given by the other party. However, the Client accepts in advance that Ecocert is free to transfer and assign all or part of the Contract, or the obligations to be performed hereunder, to another party in the Ecocert Group in any way.

ARTICLE 17. FORCE MAJEURE

17.1 Neither party shall be held liable if it is prevented from performing its obligations described in the Contract, insofar as their execution is delayed, hindered or prevented by an event of force majeure.

17.2 For the purposes of this Contract, an event of force majeure shall mean any event or circumstances external to the parties, which is unforeseeable, beyond the control of the parties, and that cannot be prevented by them, despite all efforts reasonably possible, including without limitation, natural disasters, earthquakes, fires, storms, floods, epidemic, wars, terrorist activities, strikes, impossibility of the use of public or private transport, impossibility of the use of public or private telecommunications networks, failure to obtain permits, licenses, visas or other types of records.

17.3 The party affected by such circumstances shall notify the other by any means as soon as possible, the Contract and the certification being suspended until the disappearance of the impediment. In case of persistent impediment beyond a reasonable time, each party shall be entitled to terminate the certification and the Contract with immediate effect by sending the other party a letter with acknowledgment of receipt.

ARTICLE 18. NOTICES

18.1 The notices to be made under the Contract may be sent by letter, either registered or not, with or without acknowledgment of receipt, express mail with proof of delivery to the transporter, bailiff, fax, email, or posted or deposited on the Ecocert client portal, in English.

18.2 It is the Client's sole responsibility to provide the information necessary for the proper receipt of any mail, e-mail or fax sent by Ecocert for the execution of the Contract, and to promptly notify any change to Ecocert.

18.3 Any mail, email or fax, registered or not, which is rejected or refused by the Client, or unable to be delivered due to a change of address that has not been notified by the Client, shall be deemed to be delivered at the date of such rejection, refusal or inability to deliver. Any registered mail that is not collected by the Client shall be deemed delivered on the date of first presentation.

ARTICLE 19. DEMATERIALIZATION

The execution of this Contract, and the performance of the obligations under this Contract, may be accomplished by electronic means (e.g., electronic signatures, electronic correspondence, etc.), and such electronic means shall have the same force and effect as if prepared and memorialized on hard copies.

ARTICLE 20. LANGUAGE

The Contract is written in English. Translations into other languages may be sent to the Client upon request, but in the event of a dispute the English version shall prevail. The Client acknowledges that the English version of the Contract has been made available at the time of its signature.

ARTICLE 21. APPLICABLE LAW

This contract is governed by the laws of the state of Indiana, and the United States of America, without regard to conflicts of law principles.

ARTICLE 22. REMEDIES

The Certification Process contains provisions for appeals against Ecocert decisions, which should be used before any appeals are lodged with the courts.

ARTICLE 23. COMPETENT COURTS

ANY DISPUTES ARISING FROM THE CONTRACT, OR RELATING TO THIS CONTRACT, WHICH CANNOT BE SETTLED OUT OF COURT SHALL BE SUBJECT TO THE JURISDICTION OF THE COURTS OF HENDRICKS COUNTY, INDIANA.