

1. OF THE PARTIES

1.1. A **SBC - Brazilian Certification Service Ltd.**, a limited liability company, headquartered at Rua Major de Moura Campos, nºth354, Bairro Alto, municipality of Botucatu, state of São Paulo, registered with the CNPJ/MF under numberth04.869.443/0001-74, hereinafter simply referred to as "**CONTRACTED**" This particular instrument outlines all the legal conditions to be observed by the individual and legal entity that will act as "**CONTRACTING PARTY**" of the respective services, through the unrestricted ADHERENCE to this "SERVICE PROVISION CONTRACT", which will take place through the signing of the relevant "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES", which is an integral and inseparable part of the consequent legal relationship now established.

2. OF THE OBJECT

2.1. The purpose of this private instrument is to regulate the provision of services by the **CONTRACTED PARTY**, as stipulated in the respective "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES", also observing all legislation and sub-legal norms, as well as technical regulations and guidelines, issued by public entities or private entities, that regulate the scope of evaluation intended by the **CONTRACTING PARTY**.

3. DEADLINE

3.1. This Contract has a term of duration as agreed in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES", and may be terminated before its term by means of simple written notice, with a minimum of 30 (thirty) days' notice expressing the intention to terminate the contract..

3.2. If there is interest in changing any clause or aspect agreed upon in this Contract or in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES", a new agreement must be entered into, always in writing, between the parties.

4. Regarding the price and payment method.

4.1. The regular provision of services agreed upon between the parties is conditional upon the full payment by the **CLIENT** of the amounts and under the respective conditions, as stated in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES".

4.2. The **CLIENT** hereby acknowledges that the contracted service is performed through the initiation of a certification process to verify the applicant's compliance with a specific scope and its requirements, and, in this context, even with full payment of the stipulated amounts, the **CONTRACTOR**, observing current regulations and its competence as a certifying and conformity assessment entity, will not be bound to recognize the **CLIENT**'s compliance and consequently issue certificates and/or declarations attesting to such circumstance.

4.3. Unless expressly stated otherwise in the "COMMERCIAL PROPOSAL FOR SERVICES", the costs described below shall be borne by the **CLIENT**: (i) daily allowances for professionals designated for visits or audits of the **CLIENT**'s properties or premises, as required by the scope of certification or audit; (ii) travel, overnight stays, transportation, and meals for these professionals during visits as per the scope of certification; (iii) extraordinary expenses inherent to each scope of certification, as provided for in the respective law, infra-legal norm, technical regulation, or guideline, such as visits or audits without prior notice, additional procedures due to any change in the initially contracted condition, eventual collection of samples for analysis, or any procedure not contemplated by the "COMMERCIAL PROPOSAL FOR SERVICES", provided that it is foreseen and recommended by the respective regulations of the certification or audit process.

4.4. Any and all amounts not paid by the CONTRACTING PARTY within the established deadline will be adjusted for inflation, plus a late payment penalty of 2% (two percent) and daily interest of 0.33% (zero thirty-three percent).

4.5. If the scope of certification contracted includes the regular issuance of declarations or certificates for specific transactions of certified products, the CLIENT shall pay the CONTRACTOR the amount eventually stipulated in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES".

4.6. Any delay in payments made by the CLIENT will result in the immediate interruption of the service, which will continue until full payment is received.

4.7. After the stipulated period has elapsed, or each certification/audit cycle has been completed, as established in the "COMMERCIAL PROPOSAL FOR SERVICES," the values and costs foreseen for subsequent periods will be updated according to the IGP-M/FGV or another index that may replace it. Notwithstanding, at each annual or certification/audit cycle, according to each contracted scope, the values may also be readjusted for subsequent periods, in accordance with...Price and Service Table, maintained and updated by the CONTRACTOR, taking into account the demand and complexity of the respective processes developed.

4.8. Notwithstanding any particularities foreseen by the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES", the CLIENT, acknowledging all costs inherent to the scope of certification and auditing contracted, hereby authorizes, if indicated by the CONTRACTOR, that all costs related to visit and/or audit procedures be billed directly to the CLIENT by the professional designated by the CONTRACTOR.

5. CONTRACTING PARTY'S OBLIGATIONS

5.1. The CONTRACTING PARTY's obligations include:

I. Observe and comply with all legislation and sub-legal norms, as well as technical regulations and guidelines, issued by public entities or private entities, that regulate the intended scope, making the necessary changes and alterations informed by the CONTRACTOR, always keeping up-to-date in order to ensure the proper development of the certification or audit process;

II. Implement procedures for recording, controlling, and archiving information inherent to the contracted scope of the process, providing information that enables critical analysis and auditability;

III. To provide the CONTRACTOR, in a timely manner, with all information inherent to the certification or audit process of the contracted scope;

IV. Promptly notify the CONTRACTOR of any and all changes to the initially agreed circumstances that are the subject of the certification or audit, which may affect its compliance, such as: (i) legal, commercial, organizational situation or change of ownership; (ii) organization and management; (iii) modifications to the products or production method; (iv) contact addresses and production locations that are the subject of the certification or audit; (v) significant changes in quality management.

V. To grant unrestricted access to the CONTRACTOR, its agents and designated professionals, as well as to teams from regulatory and accrediting bodies, to all its facilities, as well as to records, access to relevant equipment used in the production process, to any and all locations, areas, employees and any subcontractors;

VI. Similarly, authorize the participation of third-party observers, new auditors in training, witness auditors from the CONTRACTOR for compliance with routine programs, witness auditors from the holders of certification or analysis schemes, indicated and presented by the CONTRACTOR, in the certification or audit process procedures, whose presence,

For example, this may be due to the CONTRACTOR maintaining its compliance with accreditation bodies or regulatory agencies, under penalty of suspension of the CONTRACTING PARTY's certification;

VII. Make all payments, under the respective conditions, as stipulated in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES";

VIII. Accept any subcontracting carried out by the CONTRACTOR for procedures typical of the intended scope;

IX. Do not use the intended audit certification process as a means of bringing disrepute or discredit to the CONTRACTED PARTY, nor employ any type of statement, expression, or information of a misleading or subversive nature throughout the entire process;

X. To enable an uninterrupted investigation of complaints from potential consumers or any person with a legitimate interest who may have been harmed by the products covered by the certification process;

XI. Notwithstanding the investigation of all complaints, the CONTRACTING PARTY must maintain an auditable record of all complaints addressed to it regarding the conformity of the certification and audit process, making such records periodically available to the CONTRACTED PARTY when requested and taking necessary actions in relation to such complaints, documenting any deficiencies found in products that conflict with the conformity of the process, and consequently documenting all actions taken;

XII. That once its term has expired or is terminated by either Party, or even in the event of suspension of the certification or audit process, the CONTRACTED PARTY shall immediately cease using all advertising material that may contain any reference to the certification or audit, and shall also take measures to ensure that the necessary publicity is given regarding its termination or suspension;

XIII. Producing any type of advertising that alludes to the certification or audit process may only be done after its completion, once compliance with the intended scope has been recognized, and all materials, brochures, documents, or advertisements are compatible with the requirements established by applicable regulations, so as not to disseminate any misleading or subversive information;

XIV. Accept, where applicable, the integrity program rules of the certification and/or analysis schemes and, whenever designated, accept any and all announced or unannounced integrity verifications, such as inspections, audits or technical visits, initiated with the objective of verifying the maintenance of the CONTRACTOR's compliance with the rules of the certification scheme, corresponding audit, granting full access to the locations, premises and documents inherent to the certification process developed, offering support to the designated auditor, whose refusal to perform will result in sanctions according to the rules of the contracted scheme.

XV. Notify the CONTRACTOR of any incidents and potential emergencies that may impact the safety, authenticity, legality, or quality of food products, including product recalls, non-compliance with product safety regulations, or food withdrawals due to safety concerns, as determined by the scheme's regulations. The CONTRACTING PARTY must provide sufficient information to allow the CONTRACTOR to assess any effects of the incident on the continued validity of the current certificate.

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The CONTRACTOR's obligations include:

I. To provide the contracted services diligently, independently, and impartially, employing all necessary care and commitment, while also observing the recommendations of accrediting and regulatory bodies;

II. To make every effort to obtain the best results when providing services, acting within the highest standards of good practice required by regulations, while also observing all competencies and paying attention to the deadlines prescribed by regulatory standards;

III. To provide all legislation and sub-legal norms, as well as technical regulations and guidelines, issued by public or private entities, that regulate the intended scope of certification, also offering clarifications on the process, promptly informing the CONTRACTING PARTY of any and all updates to applicable requirements and procedures, or any change that affects the certification or audit of interest to the CONTRACTING PARTY;

IV. Promptly notify the CONTRACTING PARTY, within a maximum period of 15 (fifteen) days, of any suspension or cancellation of accreditation that may affect the certification process of interest;

V. To indicate qualified professionals to the CONTRACTING PARTY for the procedures of visits, audits and inspections, with the subcontracting of these professionals being authorized, while safeguarding the technical responsibility for the activity;

VI. To carry out, as foreseen in the contracted scope, all mandatory visit, audit and inspection procedures, according to the characteristics and periodicity recommended by legislation and infra-legal norms, as well as technical regulations and guidelines, issued by public entities or private entities, proceeding with the subsequent evaluation of information and reports, informing the CONTRACTOR in a timely manner at the time of carrying out the respective procedure;

VII. To act diligently throughout the certification and auditing process, continuously monitoring the CONTRACTED PARTY, carrying out the necessary actions, and providing information within their purview to ensure the proper conduct of the certification process.

7. Regarding the protection of personal data and confidentiality.

7.1. The parties declare that they are aware of the fundamentals, principles, definitions, rights, obligations, and penalties contained in the General Data Protection Law (Law 13.709/2018 - LGPD), and undertake, when applicable, to adopt all reasonable measures to guarantee the confidentiality of their own data, as well as that of their employees, agents, contractors, subcontractors, related or affiliated persons, controllers, subsidiaries, branches, agencies, representatives, agents, successors in any capacity, and assignors or assignees, when using personal data, as well as for the processing of any information considered confidential, known within the scope of this Contract, undertaking to:

I. Maintain utmost care and confidentiality regarding personal data protected by law and information that may be considered confidential, as well as not revealing or disclosing to any person, whether physical or legal, or using, directly or indirectly, for personal gain or the benefit of others, any and all personal data considered protected and any information considered confidential, that has been received or may be received, or becomes known to them by reason of the execution of this service provision;

II. Do not use any personal data or information that may be considered confidential for purposes other than the strict execution of the services in question;

III. To make every effort and prevent the disclosure of personal data considered protected by law or confidential information obtained in the course of performing the services covered by this Contract;

IV. Upon completion of the service or in the event of contract termination, the parties agree to return to the other party all personal data and confidential information received in the context of the service provision, except for those essential for maintaining files that may be required by accrediting and supervisory bodies, which will continue to be processed in accordance with the clauses set forth in this Contract and applicable legislation.

7.2. Under the terms of the General Data Protection Law (Law 13.709/2018 - LGPD), personal data is considered to be information relating to an identified or identifiable natural person, and sensitive personal data is considered to be data concerning racial or ethnic origin, religious beliefs, political opinions, membership in a trade union or religious, philosophical or political organization. The parties must protect and ensure the protection of information of that nature to which they have access in the development of the activities foreseen in this Contract.

7.3. All information, regardless of its nature, will be considered confidential. *know-how* And data, whether technical, financial, administrative, etc., shared in any way, be it orally, in writing, or in any other form, tangible or intangible, such as, but not limited to: formulas, algorithms, processes, projects, sketches, photographs, blueprints, drawings, product concepts, specifications, idea samples, clients, names of resellers and/or distributors, prices and costs, definitions and marketing information, inventions and ideas, whether or not in documentary or digital form, through reports, notes, analyses, data, plans, specifications, technical information, shared due to the execution of the services that are the subject of this Contract. Information about the client obtained from sources other than the client, for example, from a claimant or regulators, is also treated as confidential.

7.4. Customer and employee data stored in the scheme holders' databases are stored and protected in accordance with the General Data Protection Regulation (GDPR) of the specific scheme.

7.5. The parties are prohibited from sharing this personal data or confidential information with third parties not involved in the execution of this Contract, except as required by law or for the regular exercise of a right. In this regard, the CLIENT agrees that the CONTRACTOR may disclose information in certain circumstances, respecting all regulations issued by accrediting and supervisory bodies, as they are considered inherent to the provision of services, such as, but not limited to:

- I. Data relating to the CONTRACTING PARTY when required by regulatory and accrediting bodies;
- II. Data regarding the processes and procedures inherent to the services covered by this Contract, when intended for another certification body, for the purposes of recognition and maintenance of a history related to the services provided;
- III. The CLIENT's data on the CONTRACTOR's website is limited to name, address, and activity associated with the service provision that is the subject of this Contract;
- IV. Providing information to international entities, necessary to support any import/export processes and procedures of interest to the CONTRACTING PARTY;
- V. If applicable, considering the nature of the service provided, information should be provided to regulatory bodies regarding the discontinuation of services covered by this Contract, particularly due to deviations committed by the CONTRACTING PARTY that constitute non-conformities, the context of which requires immediate notification to the competent authorities to inform them of the irregularity in the process or product.

8. Regarding the use of licenses, certificates, and conformity marks in relation to the intended scope.

8.1. As the CLIENT progresses and fully complies with the conditions determined by the audit certification process, observing the specific scope intended, the CONTRACTOR will authorize the use of licenses, issue certificates, declarations and/or allow the display of conformity indicators, always observing all specific precepts linked to audit certification, as well as the provisions of this chapter. In situations where the CLIENT is not yet, or has ceased to be, in compliance with the requirements prescribed in the contracted audit certification schemes, or with the information provided for the recognition of product or process conformity, the licenses, certificates and conformity marks may not be used.

8.2. The CONTRACTOR will exercise control, as specified by the certification scheme and contracted audit, regarding the ownership, use, and display of licenses, certificates, declarations, conformity marks, or...

any other mechanism that alludes to certification auditing, being able to inspect and analyze all products or promotional materials, at any time, in order to ensure that the packaging, labeling, promotion and presentation are in accordance with the established requirements.

8.3. The CLIENT shall comply with the rules and obligations regarding the use of licenses, certificates, declarations, and conformity marks in accordance with the rules of the contracted certification and audit scope, also committing to use the licenses, certificates, declarations, and conformity marks without altering, modifying, or distorting their form or related aspects. Any incorrect references to the certification scheme or the inappropriate use of licenses, certificates, declarations, marks, or any other mechanism for indicating conformity, found in the documentation or other type of advertising, will always be subject to intervention by the CONTRACTOR and respective correction.

8.4. The CLIENT shall not use the conformity marks in a way that brings disrepute or tarnishes the reputation of the CONTRACTOR, the owners, holders or those responsible for the certification schemes; that is false or subversive; that violates the rights of third parties, any law, regulation, or other public policy; or that misrepresents the existing relationship of the licenses, certificates, declarations and marks in relation to the contracted scope.

8.5. The CONTRACTOR agrees not to adopt, use, allow the use of, enjoy, register or attempt to register, in whole or in part, as a trademark, service mark, certification mark, trade name or corporate name, or otherwise, the seals and marks or any other term or translation that has the same meaning as any of the words contained therein, symbol, illustration or combination thereof that are in any way similar.

8.6. The CLIENT shall indemnify the CONTRACTOR and the owners, holders or those responsible for the contracted audit certification scheme for any actions resulting from the use of the licenses, certificates, declarations and conformity marks that may cause them losses.

8.7. The CONTRACTING PARTY, upon termination of the contracted service, whether through rescission or expiration of the term established in this contract, will immediately cease any and all use of licenses, certificates, declarations and/or conformity marks.

8.8. The CONTRACTING PARTY is also aware that it must comply with all laws and sub-legal provisions issued by the competent bodies for the regulation of labels and the preparation of advertising material, observing each commercial segment and its respective scope of certification and auditing, particularly those published by health protection and sanitary aspects entities, with these rules being complementary to those, which must be observed obligatorily and under any circumstances.

9. Regarding the violation of contractual and legal provisions.

9.1. In the event of a violation by the CONTRACTING PARTY of the provisions of this instrument, or any determination arising from legislation and sub-legal norms, as well as technical regulations and guidelines that govern the scope of the certification audit developed, as well as rules issued by supervisory or accrediting bodies, it will be subject to the penalties below, without prejudice to other penalties provided for in current legislation:

I. Warning, in the case of minor offenses, such as delays in sending documents and providing information, provided that such context does not produce a significant benefit to the CONTRACTED PARTY, or that such delay does not compromise the certification or audit process;

II. A fine equivalent to 10% (ten percent) of the sales value in the last six months, counted from the date of the infraction: (i) in the case of recurrence of a practice already subject to a warning; (ii) in the case of irregularity in the certification process, an audit resulting from the omission of relevant information or its

inaccurate submission, which resulted

The undue continuation of the CONTRACTING PARTY's compliance, compromising the analysis of the certification process and audit by the CONTRACTED PARTY;

III. Suspension of certificates and approval statements, with their immediate return by the CLIENT to the CONTRACTOR. During this period, any and all advertising or dissemination of information alluding to the certification or audit process is prohibited, except for notification of its suspension.

IV. Termination of this Contract, subject to the relevant clauses.

9.2. Depending on the severity of the offense committed by the CONTRACTING PARTY, the penalties set forth above may be applied individually or cumulatively, without prejudice, as noted above, to the consequences arising from legislation and sub-legal norms, as well as technical regulations and guidelines that the CONTRACTING PARTY has undertaken to observe.

9.3. The CONTRACTING PARTY will be entitled to appeal decisions that apply the respective penalties, presenting the reasons of fact and law, according to the procedure set forth in the CONTRACTED PARTY's guidelines.

10. Regarding the termination and suspension of service provision.

10.1. This Agreement may be terminated, regardless of notification or judicial or extrajudicial demand, without the breaching Party having any right to compensation or retention, in the following cases:

- I. Failure to fulfill the obligations stipulated in this instrument;
- II. Failure by the CONTRACTING PARTY to comply with legislation and sub-legal regulations, as well as technical regulations and guidelines, or determinations of accreditation or inspection bodies;
- III. Bankruptcy, judicial reorganization, or insolvency of either Party.

10.2. Without prejudice to the provisions of clause 10 above, the termination of this contract, given the circumstances, will result in the breaching party being obliged to compensate the innocent party for any losses and damages incurred.

10.3. In the event of termination prior to the end of the contractual term, the CLIENT shall pay the CONTRACTOR the amounts relating to services already rendered, as well as a proportional amount for the period relating to the Administration and/or Certification Fee, any audit agreed upon between the Parties, and also, in full, the fees and amounts destined for the holders and/or managers of the certification schemes, possibly due for the CLIENT's entry into the certification or audit process, in the case of applicable certification scopes. Subject to this provision, the CLIENT may request the termination of the contract at any time.

10.4. Upon termination of the contract and discontinuation of the certification, the CONTRACTING PARTY will be obligated to immediately return the issued certificates of conformity, or other documents attesting to the regularity of the certification, as well as cease any and all dissemination of information regarding the certification then in effect. Furthermore, upon completion of the termination, depending on what is stipulated in the scope of certification and audit, and upon confirmation of the discontinuation of the certification, this information will be forwarded to the competent authority for inspection and/or accreditation.

10.5. Furthermore, according to the scope of certification and audit developed, the provision of services may be suspended in case of default on scheduled payments, non-compliance with legislation and sub-legal norms, as well as technical regulations and guidelines, or any other foreseen situations that recommend such conduct.

11. ON ACCOUNTABILITY

11.1. Neither party will be held liable for breaches of contract or extra-contractual obligations when

circumstances arising from acts of God or force majeure occur.

11.2. Similarly, neither party will be held liable for contractual or extra-contractual breaches due to events attributable to third parties, particularly issues arising from regulatory and accrediting bodies, whether public or private, in situations where such events affect the certification, impacting the eventual regularity of the process and the provision of services.

11.3. The parties expressly acknowledge that the service contracted herein is subject to laws and regulations, as well as technical regulations and guidelines issued by public or private entities, according to each scope of certification and audit, and that any and all changes to these normative determinations, as well as interpretations or judgments by these supervisory and accreditation bodies, will have immediate applicability, and the parties may not attribute any type of responsibility to the other due to such circumstance.

11.4. The CLIENT acknowledges that the service provided, as contracted herein, is subject to legislation and sub-legal norms, as well as technical regulations and guidelines, applicable according to each certification scope. The CLIENT is bound by the respective rules and guidelines of the CONTRACTOR, and acknowledges that the recognition of conformity in the certification process, audit, and consequently, the positive result of the service provision, depends on compliance with these precepts, which will occur through impartial, independent, and diligent analysis by the CONTRACTOR. In this context, observing its competence as a certifying and/or conformity assessment entity, in compliance with the rules foreseen for a given certification or audit scope, the CONTRACTOR will not be held responsible for any fact/damage presented by the CLIENT resulting from the frustration generated by the non-recognition of conformity in a regular certification process.

11.5. Furthermore, the CLIENT acknowledges full awareness of the obligation to authorize access by evaluators from accreditation bodies/entities to its facilities and premises when conducting audits, inspections, visits, or any on-site procedures, and market monitoring actions, regardless of prior notice, and, in the event of refusal of such access, the CONTRACTOR will suspend or cancel the certification and the provision of services, giving wide publicity to the fact, and the CLIENT may not claim any type of liability against the CONTRACTOR.

12. GENERAL PROVISIONS

12.1. The CLIENT must remain diligent regarding all aspects inherent to the certification and audit process, and is advised, whenever deemed necessary, to raise any issues with the CONTRACTOR concerning the certification process that may influence its proper development, paying particular attention to the scope of work.

12.2. In order to safeguard the utmost good faith in their interactions, the parties agree that any and all photocopies, or even digital reproductions of documentation, whether for the purpose of sending to third parties or to the other party, will be complete and always forwarded/reproduced in their entirety.

12.3. In the event that the certification or audit process begins and eventually affects ongoing production, the CONTRACTING PARTY will ensure full compliance with the requirements established for the intended scope, for recognition of the conformity of its processes or products, regardless of whether the certification begins only after the start of production.

12.4. The Parties acknowledge that this Contract does not create any type of association, partnership, consortium, or relationship of any kind related to employment or social security, nor does it constitute commercial representation, agency, or distribution between the CONTRACTING PARTY and the CONTRACTED PARTY.

12.5. The non-exercise of any right or prerogative provided for in this Contract, in the legislation and in the regulations in force, shall be considered an act of mere liberality and shall not be interpreted as a waiver, alteration or novation in relation to its terms and conditions, nor may it be invoked as justification for the repetition of the tolerated act.

12.6. This Contract formalizes the entire agreement between the Parties, and is complemented by, and forms an inseparable part of, the provisions set forth in the "COMMERCIAL PROPOSAL FOR THE PROVISION OF SERVICES".

12.7. The parties agree that the eventual declaration of nullity of any of the clauses is not sufficient to render the remaining clauses null and void, which will remain in force and fully effective.

12.8. This Contract binds all heirs, successors, assigns, or subcontractors, in any capacity whatsoever, of either Party.

13. FORUM

13.1. The parties elect the Court of the District of Botucatu, State of São Paulo, to resolve any dispute arising from this Contract, waiving any other jurisdiction, however privileged it may be, including for the purposes of homologation and enforcement of judgments.

13.2. This Contract is registered with the 1st Registry Office of Titles and Documents of the District of Botucatu-SP, and is also available on the website, www.sbcert.com.br.