

1. PARTIES

1.1. The **SBC - Serviço Brasileiro de Certificações Ltda**, a limited liability company, headquartered at 354 Major de Moura Campos St., Bairro Alto, Botucatu/SP, registered with the National Directory of Legal Entities (CNPJ/MF) under No. 04.869.443/0001-74, hereinafter referred to simply as "**CONTRACTED**", includes in this particular instrument all the legal conditions to be observed by the individual and legal entity that will appear as "**CONTRACTING PARTY**" of the respective services, through the unrestricted ADHESION to this "SERVICE PROVISION AGREEMENT", which will take place through the signature of the competent "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", which is an integral and inseparable part of the consequent legal relationship established herein.

2. OBJECT

2.1. The purpose of this particular instrument is to regulate the provision of services by the CONTRACTED, as provided for in the respective "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", also observing all legislation and infralegal rules, as well as technical regulations and guidelines, issued by public entities or from private entities, which regulate the scope of evaluation intended by the CONTRACTING PARTY.

3. TERM

3.1. This Contract has a duration as agreed in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", and may be terminated before its term, through simple written communication, at least 30 (thirty) days in advance, expressing the intention to terminate.

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

4. PRICE AND PAYMENT METHOD

4.1. The regular provision of services agreed between the parties is subject to full payment by the CONTRACTING PARTY of the amounts and under the respective conditions, as set out in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION".

4.2. The CONTRACTING PARTY certifies here its knowledge that the contracted service provision is carried out through the initiation of a certification or audit process to assess the regularity of the interested party in view of a certain scope and its requirements, and, in this context, even with the payment of the expected values, the CONTRACTED, observing the current regulations and its competence as a certifying, and conformity assessment entity, will not be bound to the recognition of the CONTRACTING PARTY's conformity and consequent issuance of certificates and/or declarations attesting to such circumstance.

4.3. Unless expressly provided for in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", the costs described below will be borne by the CONTRACTING PARTY: (i) daily rates for professionals appointed to visit or audit the CONTRACTING PARTY's properties or facilities, as required by the scope of certification or auditing; (ii) travel, overnight stays, transportation, food for these professionals, when visiting according to the scope of certification; (iii) extraordinary expenses inherent to each scope of certification, as provided for in the respective law, infra-legal rule, 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 SERVICE PROVISION", provided that it is foreseen and recommended by the respective regulation of the certification or auditing process.

4.4. Any and all amounts not paid by the CONTRACTING PARTY within the established period will be monetarily restated, plus a late fee of 2% (two percent) and daily interest of 0.33% (zero thirty-three percent).

4.5. If the contracted scope of certification includes the regular issuance of declarations or certificates for occasional transactions of certified products, the CONTRACTING PARTY shall pay the CONTRACTED the amount eventually provided for in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION".

4.6. Any delay in the payments foreseen by the CONTRACTING PARTY will result in the immediate interruption of the provision of the service, which will remain until the total payment of the amounts.

4.7. After the allocated period, or after each certification, audit cycle has expired, as established in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", the amounts and costs estimated for subsequent periods will be updated according to the IGP-M/FGV or another index that replaces it. However, at each annual or certification cycle, audit, according to each contracted scope, the amounts may still be readjusted for subsequent periods, in accordance with the Price and Services Table, maintained and updated by the CONTRACTED, observing whether the demand and complexity of the respective processes developed.

4.8. Except for any particularity provided for by the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION", the CONTRACTING PARTY, expressing its awareness of all costs inherent to the scope of certification, contracted audit, therefore, authorizes, in the case indicated by the CONTRACTED, that all the costs related to the procedures for visits and/or audits are billed directly to the CONTRACTING PARTY by the professional designated by the CONTRACTED.

5. CONTRACTING PARTY'S OBLIGATIONS

5.1. The CONTRACTING PARTY's obligations are:

I. Observe and comply with all legislation and infralegal norms, as well as technical regulations and guidelines, issued by public entities or private entities, which regulate the intended scope, making the necessary changes and alterations and informed by the CONTRACTED, always keeping up to date with the objective of regular development of the certification or auditing process;

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

III. Provide the CONTRACTED, in a timely manner, with all information inherent to the certification or auditing process of the contracted scope;

IV. Promptly inform the CONTRACTED of any and all changes in the circumstances initially contracted that are subject to certification or auditing, which may influence its compliance, such as: (i) legal, commercial, organizational situation or change of ownership; (ii) organization and management; (iii) modifications to the products or the production method; (iv) addresses for contacts and production sites that are subject to certification or audit; (v) significant changes in quality management.

V. Grant unrestricted access to the CONTRACTED, its agents and designated professionals, as well as teams from inspection 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. Likewise, authorize the participation of third party observers, new auditors in training, witness auditors of the CONTRACTED to comply with routine programs, testimonial auditors of holders of certification or analysis schemes, indicated and presented by the CONTRACTED, along with the procedures of the certification or audit process, whose presence, for example, is due to the maintenance of the CONTRACTED's regularity with entities of accreditation or inspection bodies, under penalty of suspension of certification of the CONTRACTING PARTY;

VII. Make all payments, as well as under the respective conditions, as provided for by the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION";

VIII. Accept any subcontracts carried out by the CONTRACTED, for typical procedures of the intended scope;

IX. Not using the intended certification, auditing process as a way of bringing disrepute or discredit to the CONTRACTED, as well as not using any type of declaration, manifestation or information of a misleading or subversive nature throughout the course of the process;

X. Enable an uninterrupted investigation of complaints from potential consumers or any person with a legitimate interest, eventually harmed by the products covered by the scope of the certification process;

XI. That despite the investigation of any claim, the CONTRACTING PARTY must maintain, in an auditable manner, a record of all complaints addressed to it, regarding the conformity of the certification, auditing process, making such records periodically available to the CONTRACTED when requested and taking necessary actions in relation to such complaints, documenting any deficiencies found in products that confront process compliance, therefore documenting all actions taken;

XII. That once its term has expired or terminated by either Party, or even in the event of suspension of the certification, auditing process, that the CONTRACTED immediately interrupts the use of all advertising material that eventually contains any reference to certification, auditing, also adopting measures to give the necessary publicity about its termination or suspension;

XIII. Produce any type of publicity that alludes to the certification, auditing process, only after its completion, recognition of compliance with the intended scope, and that all material, leaflet, document or advertising, is compatible with the requirements established by applicable regulations, in order not to spread any misleading or subverted information;

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

XV. Notify the CONTRACTED of incidents and potential emergency situations that impact the safety, authenticity, legality, or quality of food, including product recall, non-compliance with product safety regulations or withdrawal of food for safety reasons, as per determines the scheme's regulations. The CONTRACTING PARTY must provide sufficient information to allow the CONTRACTED to evaluate any effects of the incident on the continued validity of the current certificate.

6. CONTRACTED'S OBLIGATIONS

6.1. The CONTRACTED's obligations are:

I. Provide the contracted services in a diligent, independent and impartial manner, using all the necessary zeal and commitment, also observing the recommendations of the accrediting and inspection bodies;

II. Make every effort to obtain the best result when providing services, acting within the highest parameters of good technique required by regulation, observing all its competences and paying attention to the deadlines prescribed by regulatory standards;

III. Provide all legislation and infralegal standards, as well as technical regulations and guidelines, issued by public entities or private entities, which regulate the intended scope of certification, also offering clarifications on the process, promptly communicating the CONTRACTING PARTY about any and all update of requirements and applicable procedures, or any change that affects the certification, audit of interest to the CONTRACTING PARTY;

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

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

VI. Carry out, as provided for in the contracted scope, all procedures for visits, audits and mandatory inspections, according to the characteristics and frequency recommended by legislation and infralegal standards, as well as technical regulations and guidelines, issued by public entities or private entities, proceeding with the consequent evaluation of information and reports, informed to the CONTRACTED in a timely manner at the time of the respective procedure;

VII. Act diligently with the certification, auditing process, performing uninterrupted monitoring of the CONTRACTED, proceeding with the necessary assessments, as well as providing information that is within its purview in order to maintain the regularity of the certification process.

7. PERSONAL DATA PROTECTION AND CONFIDENTIALITY

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

I. Maintain maximum zeal and secrecy regarding personal data protected by legislation and information that may be considered confidential, as well as not disclosing or disclosing to any person, whether physical or legal, or using, directly or indirectly, for one's own benefit or that of others, any and all personal data considered protected and any information considered confidential, which you have received or will receive, or become aware of due to the execution of this service provision;

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

III. Make efforts and prevent the disclosure of personal data considered protected by legislation or confidential information obtained as a result of the performance of the services object of this Agreement;

IV. Upon completion of the provision of the service or in the event of contractual termination, the parties undertake to return to the other party all personal data and confidential information that they have received within the scope of the provision of the service, with the exception of those essential for the maintenance of files that may be required by accrediting and supervisory bodies, which will continue to receive treatment in compliance with the clauses set forth in this Agreement and in the applicable legislation.

7.2. Under the terms of the General Law for the Protection of Personal Data (Law 13.709/2018 – LGPD), personal data is considered to be information related to an identified or identifiable natural person, and sensitive personal data is data on racial or ethnic origin, religious conviction, political opinion, affiliation to a union or organization of a religious, philosophical or political nature, and the parties must protect and ensure that information of that nature that they have access to in the development of the activities provided for in this Agreement is protected.

7.3. Confidential information will be considered any and all information, know-how and data, whether of a technical, financial, administrative nature, etc., shared in any way, whether oral, in writing, or in any other form, tangible or not, such as , but not limited to: formulas, algorithms, processes, projects, sketches, photographs, plans, drawings, product concepts, specifications, idea samples, customers, names of resellers and/or distributors, prices and costs, definitions and marketing information, inventions and ideas or not in documentary or digital form, through reports, notes, analyses, data, plans, specifications, technical information, shared due to the execution of the services object of this

Agreement. Information about the customer obtained from sources other than the customer, for example, from a complainant or from the regulators, are also treated as confidential.

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

7.5. The parties are prohibited from sharing this personal data or confidential information with third parties that do not participate in the execution of this Agreement, except by legal determination or for the regular exercise of the right. In this sense, the CONTRACTING PARTY agrees that the CONTRACTED discloses information in certain hypotheses, respecting all regulations issued by the accrediting and supervisory bodies, once considered inherent to the provision of services, such as, but not limited to:

- I. Data related to the CONTRACTING PARTY when required by supervisory and accrediting bodies;
- II. Data of the processes and procedures inherent to the services object of this Agreement, when destined to another certifier, for the purposes of recognition and maintenance of the history related to the services provided;
- III. CONTRACTING PARTY's data on the CONTRACTED's website, restricted to name, address and activity associated with the provision of the service object of this Agreement;
- IV. Provision of 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 provision, information to supervisory bodies about the discontinuity of the services object of this Agreement, notably for deviations committed by the CONTRACTING PARTY, which constitute non-conformities, whose context requires immediate notification to the competent authorities for the acknowledgment of process or product irregularity.

8. USE OF LICENSES, CERTIFICATES AND MARKS INDICATIVE OF COMPLIANCE IN RELATION TO THE INTENDED SCOPE

8.1. To the extent that the CONTRACTING PARTY advances and fully complies with the conditions determined by the certification, auditing process, observing the specific intended scope, the CONTRACTED will authorize the use of the licenses, issue the certificates, declarations and/or allow the publication of the marks indicative of conformity, always observing all the specific precepts linked to certification, auditing, as well as the provisions of this chapter. In situations where the CONTRACTING PARTY is not yet, or has ceased to be in compliance with the requirements prescribed in the contracted certification, audit schemes, or on the information offered for the recognition of product or process conformity, the licenses, certificates and marks of conformity cannot be used.

8.2. The CONTRACTED will exercise control, as specified by the contracted certification, auditing scheme, over the ownership, use and display of licenses, certificates, declarations, conformity marks or any other mechanism that alludes to the certification, audit, 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 CONTRACTING PARTY shall comply with the rules and obligations regarding the use of licenses, certificates, declarations and conformity marks in accordance with the rules of the scope of certification, contracted audit, further committing to use the licenses, certificates, declarations and conformity marks, without altering, modifying or distorting their form or related aspects, and any incorrect references to the certification scheme, audit, or the inappropriate use of licenses, certificates, declarations, marks or any other mechanism for indication of conformity, found in the documentation or in other advertising, will always be subject to intervention by the CONTRACTED and its suitability.

8.4. The CONTRACTING PARTY will not use the conformity marks in order to bring disrepute or stain to the reputation of the CONTRACTED, the owners, holders or persons responsible for the certification schemes; that is false or subversive; that violates the rights of others, any law, regulation, or other public policy; or that mischaracterizes the existing list of licenses, certificates, declarations and brands in relation to the contracted scope.

8.5. The CONTRACTING PARTY agrees not to adopt, use, allow the use, enjoy, register or attempt to register, in whole or in part, as a registered trademark, service mark, certification mark, commercial name or name of legal entity, or any other, seals and brands or any other term or translation that has the same meaning as any of the words contained therein, symbol, illustration or combination thereof which are in any way similar.

8.6. The CONTRACTING PARTY shall indemnify the CONTRACTED and the owners, holders or persons responsible for the certification, audit contracted scheme for any actions resulting from the use of licenses, certificates, declarations and marks of conformity, which may cause damages.

8.7. The CONTRACTING PARTY, with the termination of the contracted service provision, whether due to termination or expired final term established in this contract, will immediately terminate any and all use of licenses, certificates, declarations and/or marks indicative of conformity.

8.8. The CONTRACTING PARTY is also aware that it must comply with all laws and infralegal provisions, issued by the competent bodies for the regulation of labels and preparation of advertising material, observing each commercial segment and the respective scope of certification, audit, notably those published by entities for the protection of health and sanitary aspects, assuming the present rules to be complementary to those which they must obligatorily and in any event be observed.

9. VIOLATION OF CONTRACTUAL AND LEGAL PROVISIONS

9.1. Upon violation by the CONTRACTING PARTY of the provisions of this instrument, or any determination arising from legislation and infralegal standards, as well as technical regulations and guidelines that provide for the scope of certification, audit carried out, as well as rules issued by supervisory or accrediting bodies, will remain subject to the penalties below, without prejudice to other provisions of the legislation in force:

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

II. Fine equivalent to 10% (ten percent) of the amount sold in the last semester, counted from the date of the infraction: (i) in case of recurrence of the practice already object of the warning; (ii) in case of irregularity in the process of certification, audit arising from the omission of relevant information or its imprecise submission, which resulted in the undue continuity of the CONTRACTING PARTY's compliance, compromising the analysis of the certification process, audit by the CONTRACTED;

III. Suspension of certificates, declarations of approval, with the immediate return of these by the CONTRACTING PARTY to the CONTRACTED, being prohibited during this period, any and all publicity or disclosure of information that alludes to the process of certification, audit, except the communication of its suspension;

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

9.2. Depending on the seriousness of the fault committed by the CONTRACTING PARTY, the penalties set forth above may be applied individually or cumulatively, without prejudice, as noted above, to the developments arising from the legislation and infralegal rules, as well as technical regulations and guidelines with which the CONTRACTING PARTY signed the commitment to observe.

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

10. TERMINATION AND SUSPENSION OF SERVICE PROVISION

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

- I. Non-compliance with the obligations set forth in this instrument;
- II. Failure by the CONTRACTING PARTY to comply with legislation and infralegal standards, as well as technical regulations and guidelines, or determinations of accreditation or inspection bodies;
- III. Bankruptcy, judicial recovery or insolvency of any of the Parties.

10.2. Without prejudice to the provisions of clause 10 above, the termination of this contract, given the circumstances, will culminate in the offending party's duty to indemnify the innocent party for the losses and damages incurred.

10.3. In the event of termination prior to the end of the contractual term, the CONTRACTING PARTY shall pay the CONTRACTED the amounts referring to the services already provided, as well as the proportional amount of the period referring to the Administration Fee and/or Certification, audit eventually agreed between the Parts, and also, in full, the fees and amounts intended for holders and/or managers of certification schemes, eventually due for the CONTRACTING PARTY's entry into the certification, auditing process, in the case of applicable certification scopes. Subject to such provision, the CONTRACTING PARTY may request the termination of the contract at any time.

10.4. With the termination of the contract and discontinuity of the certification, the CONTRACTING PARTY will be obliged to immediately return the certificates of conformity issued, or other documents that attest to the regularity of the certification, as well as to cease all and any disclosure of information about the then-current certification. Furthermore, once the termination is concluded, depending on what is foreseen by the scope of certification, audit, and confirmation of discontinuity of certification, such information will be passed on to the competent authority for inspection and/or accreditation.

10.5. In addition, according to the scope of certification, auditing developed, the provision of services may be suspended in the event of default on expected payments, non-compliance with legislation and infralegal rules, as well as technical regulations and guidelines, or any other situations provisions recommending such conduct.

11. LIABILITY

11.1. The parties shall not be liable for contractual or non-contractual breaches when circumstances arising from acts of God or force majeure are verified.

11.2. Likewise, the parties will not be liable for contractual or non-contractual breaches due to facts attributable to third parties, notably for issues arising from supervisory bodies and accreditors, whether public or private, in the situation in which such facts have repercussions on certification, impacting on the eventual regularity of the process and service rendering.

11.3. The parties expressly acknowledge that the provision of services contracted herein is subject to laws and infralegal rules, as well as technical regulations and guidelines issued by public or private entities, in accordance with each scope of certification, audit, and that all and any alteration of these normative determinations, as well as interpretations or judgments by these supervisory and accreditation bodies, will be immediately applicable, and the parties cannot attribute any type of responsibility to the other due to such circumstance.

11.4. The CONTRACTING PARTY acknowledges that the provision of service, now contracted, is subject to legislation and infralegal standards, as well as technical regulations and guidelines, applicable according to each scope of certification, with the CONTRACTING PARTY bound to the respective rules as well as the CONTRACTED's guidelines, expressing its awareness that the recognition of conformity in the process of certification, audit, and, therefore, of the positive result of the provision of service, depends on the observance of such precepts, which - will be through impartial, independent and zealous analysis by the CONTRACTED. In this context, observing its competence as a certifying and/or conformity assessment entity, in compliance with the rules provided for by a certain scope of certification, audit, the CONTRACTED will not be liable for any fact/damage presented by the CONTRACTING PARTY, resulting from the frustration generated by non-recognition of conformity in the regular certification.

11.5. In addition, the CONTRACTING PARTY is fully aware of the obligation to authorize the access of assessors from accreditation bodies/entities to its facilities and premises when carrying out audits, inspections, visits or any face-to-face procedures, and market monitoring actions, regardless of prior notice, and, in the event of denial of such access, the CONTRACTED will suspend or cancel the certification and the provision of the service, giving wide publicity to the fact, and the CONTRACTING PARTY cannot claim any type of liability against the CONTRACTED.

12. GENERAL PROVISIONS

12.1. The CONTRACTING PARTY must remain diligent in relation to the aspects inherent to the certification, auditing process, being recommended, whenever it deems necessary, to complain to the CONTRACTED, any questions about the certification process, which may influence its regular development, paying specific attention to the developed scope.

12.2. In order to safeguard the most absolute good faith in interactions, the parties undertake that any and all reprographic reproductions, or even reproductions in digital format of documentation, whether for the purpose of sending them to third parties or to the other Party, contemplate their entirety, being forwarded /always reproduced in its entirety.

12.3. In the event that the certification, auditing process begins, eventually reaching production in progress, 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, despite the initiation of certification, takes place only after the start of production.

12.4. The Parties acknowledge that this Agreement does not create any type of association, partnership, consortium, or bond of any labor or social security nature, nor does it constitute commercial representation, agency or distribution between CONTRACTING PARTY and CONTRACTED.

12.5. The non-exercise of any right or prerogative provided for in this Agreement, in the legislation and regulations in force, will be considered as an act of mere liberality and will not be interpreted as a waiver, alteration or novation in relation to its terms and conditions, as well as it cannot be invoked as justification for the repetition of the tolerated fact.

12.6. This Agreement formalizes the entire agreement of will between the Parties, being complemented and forming an inseparable part, the determinations provided for in the "COMMERCIAL PROPOSAL FOR SERVICE PROVISION".

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

12.8. This Agreement binds, without distinction, all heirs, successors, assignees or subcontractors, in any capacity, of either Party.

13. FORUM

13.1. The parties elect the Jurisdiction of the Botucatu-SP Judicial District to resolve any doubt arising from this Agreement, waiving any other, however privileged it may be, including for the purposes of homologation and execution of the judgment.

13.2. This Agreement is registered with the 1st Official Registry of Deeds and Documents of the Botucatu-SP Judicial District, also available on the website www.sbcert.com.br.