

The "Agreement" between you ("Supplier") and the ordering Unilever group company ("Buyer") (collectively "parties") comprises: these terms ("Terms") or Unilever Purchasing Agreement or other Unilever contract; any and all relevant purchase orders requesting or specifying a supply of services or products ("PO"); and supporting terms such as Commercial Terms Contracts ("CTC"). CTCs may include: central CTCs agreed between a Unilever group company ("UGC") and a Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts ("UPC"). It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force or effect unless expressly agreed by both parties. If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.

1. Supply of Products and/ or Services

1.1. The Supplier shall supply to the Buyer, the products ("Products") and/ or services ("Services") (together "Products/ Services") in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.

1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/ Services.

1.4. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business and (b) the Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer's chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by the Buyer. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.

2. Ordering

2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to any relevant CTC. The Buyer may cancel a rejected PO in whole or in part.

2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at www.unileversuppliers.com shall also apply.

2.3. Where any correspondence (including emails and CTCs) specifies a volume of Products/ Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.

2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.

3. Delivery, Non-Performance & Indemnity

3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).

3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/ Services and/or require the Supplier to re-supply non-conforming Products/ Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/ Services.

3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:

- provide reasonable assistance to the Buyer in developing and implementing a strategy;
- where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Unilever products without the prior written consent of Unilever, which consent shall not be unreasonably withheld.

3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/ Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.

3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

4. Price and Payment

4.1. The price for the Products/ Services shall be as set out in the Agreement ("Price") which Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.

4.2. Invoices shall comply with the invoicing requirements on www.unileversuppliers.com

4.3. Payment terms are 90 days from receipt of invoice or receipt of Products/ Services if later, except as specified otherwise in the PO or CTC or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.

5. Warranties, Representations, Undertakings and Indemnities

The Supplier represents, warrants and undertakes to the Buyer that:

5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

5.2. at the time of provision, the Products/ Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/ Services as approved or provided by Buyer ("Specifications"), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;

5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against all losses incurred in connection with such claim;

5.4. it shall and the applicable Products/ Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/ Services or sell products incorporating the Products and the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/ Services in compliance with Applicable Laws.

6. Unilever's Responsible Sourcing Policy ("RSP")

6.1. The Supplier acknowledges that it has read and understood the RSP. The RSP can be accessed at: www.unilever.com/responsible-sourcing-policy.

6.2. The Supplier represents that it has its own codes of conduct and associated policies that are consistent with the RSP. The Supplier shall ensure that all of its activities and its employees, contractors and other 3rd parties it deals with comply with the Supplier's codes of conduct and associated policies.

6.3. Where the Supplier does not have in place such codes of conduct and associated policies, the Supplier shall comply with the Mandatory Requirements set out in the RSP.

6.4. Unilever may amend the RSP from time to time and shall inform the Supplier of such amendments within a reasonable period of time.

6.5. Where reasonably required by Unilever, Supplier shall (at the Supplier's own cost) register with Unilever's Supplier Qualification System ("USQS") and complete any steps required to achieve compliance.

6.6. Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products. If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. Unilever may not necessarily ask Supplier to complete a questionnaire if Unilever determines the items Supplier provides do not contain conflict minerals.

6.7. Accordingly, in performing its obligations under the Agreement, Supplier shall strictly comply with all applicable laws, including anti-bribery and corruption laws, and shall require all persons employed or engaged by Supplier for purposes of the Agreement, including its suppliers and contractors, to do the same.

7. Confidentiality

7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement are also Confidential Information.

7.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.

8. Intellectual Property Rights

8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/ Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

8.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for any UGC and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any UGC ("Unilever IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/ Services.

8.3. The Supplier (a) shall supply all Products/ Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third



Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are rendered unsuitable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

9. Records, Business Continuity, Data Protection and Privacy

9.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/ Services, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.

9.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate safeguards against the destruction or loss of such data in the possession or control of the Supplier.

9.3. In this clause:

“Personal Data” means information relating to a living individual who can be identified from such information;

“Processing” means accessing, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying data, or carrying out any operation on the data;

“Data Transfer Agreement” means a data transfer agreement in the form mandated by Unilever, which is substantially the same as the EU Model Clauses for the transfer of Personal Data to processors established in third countries under Directive 95/46/EC.

9.4. In relation to Personal Data made available to the Supplier or created for any UGC in connection with this Agreement, the Supplier shall (a) process the Personal Data only to the extent reasonably necessary for the performance of its obligations under this Agreement ; (b) take and implement all appropriate technical and organisational security procedures and measures to protect the security and confidentiality of the Personal Data and prevent the unauthorised or unlawful Processing of the Personal Data and accidental loss or destruction of, or damage of such Data; (c) promptly notify the applicable UGC of any actual, suspected, accidental or unauthorised access, disclosure, loss or use of Personal Data; (d) treat Personal Data as Confidential Information; and (e) not transfer any Personal Data from within the European Economic Area (“EEA”) to any country outside the EEA unless (i) there has been a European Community finding of adequacy pursuant to Article 25(6) of the EC Data Protection Directive in respect of that country; or (ii) the transfer is to a data importer in the United States which maintains continuous self-certification in accordance with the US Department of Commerce’s Safe Harbor scheme; or (iii) the transfer is to a data importer which is a party to a Data Transfer Agreement governing that transfer between that data importer and each UGC within the EEA that are data controllers of the Personal Data to be transferred.

10. Term and Termination

10.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.

10.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability:

- on 10 days’ written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period;
- on no less than 7 days’ written notice where there is material or deliberate or persistent non-compliance with clause 6.3;
- on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days;
- for convenience on 30 days’ written notice (subject to mandatory local laws requiring a longer notice period); or
- immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

10.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days’ notice where any invoiced and undisputed sums due under such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

10.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9.1, 10.4, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination.

11. Miscellaneous

11.1. References to “Unilever” or “Unilever group” mean Unilever PLC, Unilever N.V. and any company from time to time in which either or both directly or indirectly owns or controls the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

11.2. The Buyer may assign the Agreement in part or in full to another UGC or, in the event of an acquisition of Buyer’s business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.

11.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.

11.4. No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.

11.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

11.6. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any UGC as a result of the Agreement.

11.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition

laws of any applicable jurisdiction arising out of or relating to Supplier’s purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

11.8. No one other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.

11.9. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) (“Force Majeure Event”), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier’s representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

11.10. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.

11.11. If where the Supplier is based the official language is not English, the parties may agree to append to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall prevail.

12. Laws and Jurisdiction

12.1. Unless otherwise specified in a CTC, the Agreement is governed by and construed in accordance with the laws of the following countries and their courts shall have exclusive jurisdiction to settle any dispute which arises under or in connection with the Agreement. Where the Buyer is Unilever Supply Chain Company AG, Unilever Business and Marketing Support AG or Unilever Americas Supply Chain Company AG, the applicable law and jurisdiction is English. Where the Buyer is Unilever Asia Private Limited, the applicable law and jurisdiction is Singapore. In all other cases the applicable law and jurisdiction is that of the country where Buyer is registered. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

Annex A - Specific provisions for the supply of Products

These clauses apply to the extent the Supplier supplies Products.

- The Products will be delivered in accordance with the details provided in the CTC or PO or other agreed written instructions. Save as otherwise provided, title and risk shall pass to the Buyer on delivery. Delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the PO is issued. Each shipment of Products will be accompanied by all documentation required under Applicable Laws.
- The Supplier shall: (a) only supply Products from a location approved by the Buyer; (b) at its expense, ensure full traceability of Products, ingredients and components; (c) keep and provide to Buyer on request a reasonable number of samples of the Products, ingredients and components. This clause shall survive expiry or termination.
- No Supplier shall without the Buyer’s prior written consent (a) change the ingredients or components (including feedstock and raw materials) used to produce the Products, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Products in such a way that is not acceptable to the Buyer’s technical clearance process, even if the Products are still within the Specifications.
- The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyer relies on the Supplier’s quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be at the Supplier’s cost and responsibility.
- If the Buyer appoints a Third Party to manufacture or process finished products for purchase by a UGC, then Buyer may require a Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement for the sale and supply by the Supplier of the Products to the Third Party for the manufacture of such finished products only. If any Products are so sold to the Third Party, such supply shall be a contractual arrangement between only the Third Party and the Supplier and no UGC shall be party to or have any liability for payment of such Products.
- Unless otherwise agreed Supplier shall ensure that: (i) the Products are prepared for shipment so as to prevent damage, contamination or deterioration to the Products; (ii) packaging shall not be assembled using either rivets, steel-staples or steel wire; (iii) palletised deliveries shall be stacked neatly with no overhang; (iv) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (v) the Products shall be transported in clean, hygienic, physically sound conditions.

Annex B - Country specific provisions

USA - To the extent of provision of products in the United States and/or Puerto Rico:

The Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) is hereby incorporated by reference. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

The Executive Order 13496 Employee Notice Clause set forth in 29 CFR Part 471, Appendix A to Subpart A is hereby incorporated by reference.

Canada - The parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in English; les parties déclarent qu’elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s’y rattachent, soient rédigés en anglais.

Signedfor and on behalf of Supplier

Name..... Date Position