

1. Definitions

- 1.1 In these Terms and Conditions (“Terms”), the following words have the following meanings:

Affiliate

A company or business entity directly or indirectly Controlling or being under common Control or direct or indirect Control of a party.

Bribery Offence

Any activity, practice or conduct that would result in a violation of any applicable anti-bribery law, regulation and /or code, both national and foreign, including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act of 1977 (“FCPA”).

Confidential Information

Any information of a confidential nature and/or any and all information not in the public domain that is obtained or received from, or relates to, the other party concerning the business, affairs, products, customers, clients or suppliers of the other party or of any Affiliate, including information relating to a party’s operations, processes, plans, product information, Intellectual Property Rights, know-how, designs, trade secrets, software, market opportunities, prices, margins, discounts, customers, sales, Specifications, recipes, and/or methods of producing Products and processes.

Control or Controlling

In relation to any entity, the power of a person to secure that the affairs of the entity are conducted in accordance with that person’s wishes by means of the holding of shares or the possession of voting power, or as a result of any powers conferred by the articles of association or other document regulating that entity.

Delivery or Delivered

Completion of delivery of an Order of Products in accordance with the Condition.

Delivery Date

The date specified for delivery of an Order.

Delivery Location

The address of TLKC’s consolidator as notified to the Supplier by TLKC in writing from time to time.

Improvement

Any improvement, development, enhancement, modification or derivative of TLKC IPR, or its design or manufacturing process, which would make the TLKC IPR cheaper, more effective, more useful or more valuable.

Intellectual Property Rights (or “IPRs”)

Patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority

from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Law

The law in any relevant jurisdiction including legislation, statutes, by-laws, directives, regulations, statutory instruments, subordinate legislation, guidance, direction, determination, standards, or approvals of a regulatory body (any government, regulatory, statutory, or other entity, committee, or body which by law is entitled to regulate, investigate, or influence the Products, including their sale, manufacture, storage, supply, or distribution), and/or any applicable binding case law.

Materials

All forms, manuals, records, artwork, working drawings, labels, packaging, Specifications, manufacturing data, designs, patterns, information, formulae, tooling, models, samples, and photographs and other documents and materials provided by TLKC to the Supplier in connection with an Order.

New Product Development (or “NPD”)

The process of developing new products for manufacture and supply by the Supplier to TLKC.

Official Product Recall Notice

A court order or other notice from a regulator or governmental authority to—or a credible complaint from a retailer or customer that could reasonably lead to—withdraw, recall or take any other corrective action in connection with any Products in the market.

Order

An order for Products submitted by TLKC in accordance with Clause 10.5.

Order Number

The reference number applied to an Order in accordance with Clause 10.5.

Policies & Standards

All policies, standards, handbooks, processes, quality control/assurance requirements, and codes of conduct and/or practice, and any other terms, that are, subject to these Terms, issued by TLKC to the Supplier from time to time.

Products

Products (including the packaging and labelling, where applicable) ordered by TLKC from the Supplier, including any Products that use or incorporate Materials or other TLKC IPR or TLKC Confidential Information or which bear any Trademarks owned or used by TLKC (or its Affiliates).

Project Manager

A senior manager appointed by a party who shall be responsible for liaising in connection with the manufacture and/or supply of the Products.

Representatives

An entity’s employees, officers, agents, consultants or subcontractors.

Slavery Offence

Conduct which would constitute slavery or human trafficking or equivalent behavior in any jurisdiction in the world or any offense under the UK Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking law, regulations, and official guidance.

Specification(s)

All instructions, descriptions (including photographs), and other information (including, where applicable, recipes, flavours, ingredients, specifications, and process and/or manufacturing technology) related to the content and/or composition of the Products, Improvements or New Product Developments which are agreed between TLKC and the Supplier or represented by the Supplier to TLKC.

Supplier

The person, firm, company or other entity supplying the Products.

TLKC

The Livekindly Company, Inc. (d/b/a LIVEKINDLY Collective), a Delaware corporation having its principal place of business at 111B S Governors Ave, STE 48472, Dover, DE 19904, and all Affiliates of TLKC with which Supplier has entered into a contract or otherwise does business.

Trademarks

Any trademarks (whether registered or unregistered) owned by, licensed to, or otherwise used by TLKC.

- 1.2 Any reference in these Terms to an expression defined in Incoterms will, unless specified otherwise in these Terms, have the meaning given in Incoterms 2020 (as amended from time to time).

2. Basis of Agreement

- 2.1 Each TLKC order constitutes an offer by TLKC to purchase the Products subject to and in accordance with these Terms. Each Order is subject to these Terms. In the event of an inconsistency, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:
- 2.1.1 the face sheet of the Order
 - 2.1.2 any Specifications/Work Schedule/Work Order
 - 2.1.3 these Terms, and
 - 2.1.4 the Policies & Standards.
- 2.2 TLKC may, from time to time, vary these Terms or the Policies & Standards by giving reasonable notice in writing to the Supplier, and the Delivery of Products after the expiry of such notice will constitute the Supplier's acceptance of the variation.
- 2.3 These Terms contain the only terms upon which TLKC shall purchase the Products to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade, custom or practice, course of dealing or otherwise.
- 2.4 No variation to the Terms will be binding unless agreed in writing and signed by TLKC.

3. Variation of Order

- 3.1 TLKC may make an adjustment to the terms of supply which has retroactive effect where any of the following change of circumstances (or other circumstances which are subsequently notified to the Supplier in writing) occur that are outside TLKC's control: where the Products Delivered have a shorter than agreed shelf-life; where there are adverse weather conditions; or where TLKC places a conditional order where it is hard to predict demand (for example, fresh or seasonal products with a short shelf life or new product lines).
- 3.2 If any of the circumstances described in Clause 3.1 arise, TLKC will be entitled to adjust the terms of supply provided that the calculation for such adjustment is agreed with the Supplier in writing.

4. Supervening Events

Where there are material changes to the Law applicable to a Product, TLKC reserves the right to cancel or amend any order of such Products that have not been manufactured by the Supplier at the time of such cancellation or amendment.

5. Warranties

- 5.1 In respect of each Order, the Supplier warrants that:
- 5.1.1 the Products are of satisfactory quality, fit for purpose, and comply in each and every respect with the Specifications; the terms of TLKC's order and all other TLKC requirements as set out in the Order; industry standards for the manufacture, storage and transportation of food products, including HACCP and ISO; and applicable laws, taking into account requirements set out by applicable food legislation;
 - 5.1.2 all quality and safety routines are in accordance with the regulations for the type of products that is manufactured under this Order. Supplier shall ensure that the sufficient certificates and licenses are in place to manufacture the Products, including a valid food safety certificate in place at all times (ISO, FFSC, BRC or equivalent in other territories);
 - 5.1.3 where any samples of the Products are supplied to, and approved by, TLKC, the Products shall correspond to any approved sample;
 - 5.1.4 all necessary instructions or recommendations relating to the handling, use, cooking instructions, storage, life expectancy, and durability of the Products will have been provided by the Supplier to TLKC before the time of supply. Such instructions or recommendations will comply with all relevant Law in effect at the time, and will be complete and accurate so as to enable the Products to be sold, used, stored, and retained safely and without any deterioration in nature, substance, or quality;
 - 5.1.5 where it supplies Products for delivery to TLKC among different countries, it shall (unless agreed

otherwise in writing) obtain any necessary licenses and consents for the exportation and transportation of the Products from such country and for the importation of such Products into such countries including all declarations, warrants or returns required by Law;

- 5.1.6 it shall supply to TLKC such documents reasonably considered by TLKC to be necessary to evidence the Products' compliance with these Terms;
- 5.1.7 any documents that it supplies relating to the Products are valid and contain correct information;
- 5.1.8 all statements, warranties or representations made by or on behalf of the Supplier with respect to the Products are correct and will be incorporated into these Terms; and
- 5.1.9 Nothing contained in these Terms shall constitute or be construed as a transfer of ownership of any of TLKC's IPRs. These Terms shall neither be deemed to grant any right to use TLKC Trademarks except as explicitly set forth herein.

6. Specifications and Quality Control

- 6.1 The Specification for each Product shall be agreed by TLKC and the Supplier, and remains the property of TLKC and will be kept confidential by the Supplier and will not be revised or amended without the written consent of TLKC. TLKC reserves the right to revise the Specifications in respect of Products at any time, upon giving reasonable notice to the Supplier.
- 6.2 All Products supplied to TLKC by the Supplier shall:
 - 6.2.1 conform to the applicable Specification and any reasonable quality control inspection requirements required by TLKC from time to time;
 - 6.2.2 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by TLKC;
 - 6.2.3 comply with all applicable statutory and regulatory requirements and all generally accepted industry standards, codes of practices and guidance notes (including national, US, UK and EU standard specifications);
 - 6.2.4 be supplied using methods, systems and procedures of a kind and to a standard that a responsible food supplier ought to use having regard to the Law and applicable Food Safety Standards; and
 - 6.2.5 be fit for human consumption for not less than their stated shelf life and free from foreign bodies, contamination, and any ingredients (including allergens) not stated within the ingredient listing.
- 6.3 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 6.4 The Supplier shall promptly notify TLKC in writing (giving full details) of any actual or potential issue

relating to any Products that may have safety or legal implications for TLKC or any event or occurrence (including during the manufacture of the Product) which has or may have the effect of any of the Products failing to meet contractual, legal and/or regulatory requirements. The Supplier shall provide relevant reports and documentation to TLKC promptly on request, and will follow TLKC's reasonable instructions and all agreed actions.

- 6.5 The Supplier shall comply with any instruction from TLKC (whether or not included in a Specification) relating to the sourcing or acquisition of ingredients from specific sources or suppliers designated by TLKC.

7. Title and Risk

Without prejudice to any right of rejection that TLKC may have under the Terms or otherwise, risk in and title to the Products will pass to TLKC on acceptance of the Delivery of the Products by TLKC or its nominated third-party distributors or agents. If TLKC or its distributors or agents reject the Products, risk immediately passes back to the Supplier, but title remains with TLKC until TLKC has recovered in full the price paid for such rejected Products. Pending such recovery, the Supplier will store the rejected Products in a safe and proper manner, ensure that they are identified as the property of TLKC and not dispose of or otherwise deal in the Products without the written consent of TLKC. The Supplier shall take out and maintain all risk insurance cover with a reputable insurer with respect to such Products that includes their full reinstatement value.

8. Packaging and Materials

- 8.1 Unless expressly agreed otherwise, all packaging design concepts, artwork, and origination with respect to TLKC products is controlled by TLKC, and all Material produced by the Supplier for TLKC in relation to the Products is subject to TLKC's prior written approval. All concepts, artwork and origination work is commissioned through TLKC. No exceptions to this are permitted, except with the written permission of TLKC. All reasonable costs of concepts, artwork, and origination will be paid for by TLKC for new works and re-designs requested by TLKC. Where a re-design is requested by the Supplier or necessary because of a mistake by the Supplier, TLKC may require the Supplier to pay for the costs of artwork, which shall be estimated and agreed with the Supplier in advance and shall be separated clearly from all other Product-associated costs.
- 8.2 Suppliers of packaging design concepts, artwork, and origination with respect to any TLKC Product will be from the TLKC-nominated list or from a third party that TLKC may approve in writing from time to time. If issues arise from unauthorised changes, the Supplier will be fully responsible for any and all costs associated with correcting the issues.
- 8.3 It is the responsibility of the Supplier to manage the stocks of packaging and labels for Products. If TLKC

delists a Product, TLKC agrees to underwrite a maximum of twelve planned sales weeks of packaging stocks including Products that are packed, unless the decision to delist is due to the Supplier's failure or non-compliance with these Terms.

- 8.4 The Supplier shall maintain a sufficient stock of Products at all times to meet forecast demand and Orders, provided that any stockholding in excess of thirteen planned sales weeks of stock, including Products that are packed, shall be at the Supplier's risk unless otherwise agreed. If TLKC decides to delist a Product, TLKC will not be liable for any stockholding above this limit. TLKC will have no liability for any stockholding due to the Supplier's failure or non-compliance with these Terms.
- 8.5 Where the Supplier engages the assistance of third parties in preparing Material to be owned by TLKC under these Terms, the Supplier will ensure that such third parties assign all such IPR in such Material to TLKC.
- 8.6 The Supplier acknowledges that any rights granted by TLKC to use or exploit any of TLKC's IPR, including the Trademarks, terminate immediately upon the termination of the Order for any reason. All goodwill with respect to TLKC's IPR, including the Trademarks, remains with TLKC at all times.
- 8.7 Where an Order includes Supplier-provided packaging, Supplier will, in addition to complying with all TLKC instructions, comply with all applicable local, HACCP and ISO standard rules and regulations. Supplier shall be solely responsible for the fulfilment and compliance with such standards.

9. Inspection and Audit

- 9.1 TLKC shall have the right to send appropriately qualified personnel to enter the Supplier's premises and production/packing sites to:
- 9.1.1 carry out technical audits or inspections of Products;
- 9.1.2 observe the Supplier's personnel in the manufacture, packaging and labelling of the Products;
- 9.1.3 inspect the facilities and the equipment used by the Supplier in the manufacture or supply of the Products; and
- 9.1.4 inspect and take samples of the raw materials, the packaging and the Products.
- The timing of such visits shall be determined by TLKC on reasonable notice to the Supplier.
- 9.2 Inspections carried out pursuant to Clause 9.1 shall be carried out during business hours on reasonable notice to the Supplier, provided that, in the event of an emergency, the Supplier shall grant to TLKC immediate access to its premises.
- 9.3 If, following an inspection, TLKC reasonably considers that the Products do not, or are not likely to, comply with the requirements of these Terms, TLKC shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Products are

compliant. TLKC shall have the right to re-conduct inspections and take further samples after the Supplier has carried out its remedial actions.

- 9.4 The Supplier will conduct technical audits of Products at such frequency and on such terms as TLKC specifies and, when requested by TLKC, the Supplier shall provide all relevant documentation relating to the Products.

10. Forecasts and Orders

- 10.1 During the Term, TLKC shall, at Supplier's written request, provide to the Supplier monthly forecasts by email for each Product SKU covering a rolling period of three months.
- 10.2 Forecasts provided under this Clause 10 shall not constitute binding Orders and are only indicative of TLKC's future volume requirements. TLKC will prepare any forecasts for likely quantities of Products in good faith and with due care.
- 10.3 The Supplier shall ensure that it maintains sufficient manufacturing capacity, stocks of raw materials and packaging materials to meet TLKC's forecasted requirements as notified to the Supplier in accordance with this Clause 10. If the Supplier anticipates that it will be unable to meet TLKC's forecasted requirements provided in accordance with this Clause 10, it shall notify TLKC in writing of the same as soon as possible and not later than 5 Business Days following receipt of the forecast.
- 10.4 The Supplier shall inform TLKC by e-mail once it has manufactured and produced Products ready for delivery that correspond to TLKC's orders. Each such notification shall specify the type and quantity of Products ordered, the Products' code numbers along with the corresponding manufactured quantities
- 10.5 Following the Supplier's notification under Clause 10.4, TLKC shall provide to the Supplier an Order by email or otherwise in writing. TLKC shall assign an Order Number to each Order and shall notify those Order Numbers to the Supplier together with the requested Delivery Date by which the Products specified in an Order should be Delivered. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order. The Supplier shall provide email confirmation and acceptance of each Order within 24 hours of receipt. Supplier shall notify TLKC by a written and signed notice if Supplier cannot deliver the Products in accordance with the Order. If such notice is not received by TLKC within two (2) Business Days from the reception of the Order by Supplier, a binding contract shall be deemed executed and Supplier undertakes to deliver the Products in accordance with the Order.
- 10.6 Each Order shall:
- 10.6.1 specify the type and quantity of Products ordered and the Products' code numbers; and
- 10.6.2 specify the Delivery Date and Delivery Location for the Products specified in the Order, unless the parties agree that TLKC may specify the Delivery Date and Delivery Location after

placing the Order. If the Delivery Date or Delivery Location is to be specified after the placing of an Order, TLKC shall give the Supplier reasonable advance notice of the relevant information.

10.7 TLKC may, at any time before the Delivery Date, amend or cancel an Order by written notice to the Supplier. If TLKC amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that TLKC shall have no liability to the Supplier where the amendment or cancellation results from the Supplier's failure to comply with its obligations under these Terms.

11. Delivery, Acceptance and Defective Products

11.1 Unless specified or agreed otherwise in TLKC's order or by written agreement, the Supplier will Deliver the Products in accordance with Incoterms 2020 (as amended from time to time), with carriage and duty paid (DDP) to the TLKC warehouse or other Delivery Location notified to the Supplier in accordance with TLKC's Order and any other delivery instructions provided to the Supplier by TLKC. If not already accepted, the Supplier's Delivery of the Products set out in an Order is acceptance by the Supplier of that Order under the Terms. The time and accuracy of each Delivery shall be of the essence.

11.2 There shall be no deemed acceptance of the Products as a result of payment by TLKC or the passing of title and risk in the Products.

11.3 The Supplier shall:

11.3.1 Deliver the Products to the Delivery Location specified in the Order (or such other location specified by TLKC), and in accordance with, the dates and quantities detailed in the relevant Order and, where this cannot be done within the original Delivery Date, within an alternative timetable specified by TLKC at no additional cost; and

11.3.2 reimburse TLKC for any additional cost or expense incurred by it in connection with:

- a) the Delivery of the Products other than in accordance with the Order; and
- b) the Delivery or delayed Delivery of the Order (as confirmed, deemed confirmed or varied), including to the correct Delivery address and in the correct quantities,

in each case, to the extent that the same arises from the acts or omissions of the Supplier.

11.3.3 Supplier shall comply with and cause its agents, transporters, storage contractors and all other persons involved in the storage, packaging or transportation of the Products to comply with any and all reasonable instructions issued by TLKC with respect to the conditions under which the Products are transported, packed and/or stored and with respect to measures intended to prevent

the contamination, deterioration and/or degeneration of Products.

11.4 If the Supplier:

11.4.1 Delivers any Products other than in accordance with the Order; or

11.4.2 is unable, or anticipates that it will be unable, for any reason to Deliver in whole or in part the quantities of the Products required under any Order or comply with any other Delivery obligations in respect of an Order,

the Supplier shall, as soon as it becomes aware of that fact, give written notice to TLKC setting out the reasons for such shortfall or failure.

11.5 Each Order shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Products included in the Order, including the code numbers of the Products, and, in the case of an Order being Delivered by instalments, the outstanding balance of Products remaining to be Delivered.

11.6 Products Delivered to TLKC shall be subject to such testing or inspection as TLKC may reasonably determine. TLKC shall, within 1 Business Day of each Delivery, check that the Products Delivered comply with the corresponding Order. If the Supplier Delivers any Products other than in accordance with an Order, it shall inform the Supplier and the Supplier shall accept such notification and promptly amend the corresponding invoice to reflect the revised parameters (including quantity) of Products Delivered. TLKC's inspection or checking of any Products or Delivery shall not affect the right of TLKC to reject the Products in accordance with the provisions of Clause 11.7.

11.7 TLKC reserves the right to reject some or all of the Products contained in a Delivery if it becomes aware that any of such Products or the Delivery (or the purported Delivery) do not comply with the requirements of these Terms, the applicable Specifications or the terms of TLKC's Order, including Products that are defective, or that are incorrectly labelled, packaged or bar-coded; and, in such event:

11.7.1 TLKC may either return such rejected Products to the Supplier or dispose of them;

11.7.2 where the Supplier requests (or TLKC requires) that the rejected Products be returned to the Supplier, they shall be collected by the Supplier within the time limit specified by TLKC at the Supplier's cost and credited in full and the Supplier shall remove all Products from all packaging that identifies it as TLKC's;

11.7.3 the Supplier may be charged a reasonable storage fee and TLKC may at any time dispose of the rejected Products either by way of sale or other means of disposal as it deems appropriate at the cost of the Supplier; and

11.7.4 if TLKC or its customers become aware of any hidden defects of the Products during the Products' shelf life, TLKC shall notify Supplier in writing without undue delay after detection of such hidden defect. Supplier shall investigate the

defected Products and compensate TLKC or the Customer for such loss.

11.8 If the Supplier fails to supply the Products in accordance with, or if the Supplier fails to comply with, any of these Terms or the Order, including failure to Deliver the Products on the Delivery Date or failure to Deliver the agreed amount, or if TLKC rejects any Products pursuant to Clause 11.7 above:

11.8.1 TLKC shall notify the Supplier of such defect in writing, including by email;

11.8.2 TLKC shall not be required to pay for the Products pending resolution of the issue;

11.8.3 at the discretion of TLKC (without prejudice to any of its other rights or remedies) the Supplier shall:

- a) reimburse TLKC for any amounts paid in respect of the rejected Products and cancel the Order (with no cost or liability to TLKC); or
- b) Deliver (at no extra cost and as soon as possible and in any event within the timescales specified by TLKC) a supplementary or replacement consignment of the Products that complies with the requirements of these Terms.

11.9 If the Supplier fails to provide a replacement Delivery in accordance with Clause 11.8.3b) within a reasonable period of time, TLKC may, in its sole discretion:

11.9.1 cancel or vary the whole (or any uncompleted part) of the order without incurring any further obligation to the Supplier or purchase substitute products elsewhere; and/or

11.9.2 deduct from the amounts payable to the Supplier the amount(s) paid by TLKC for the rejected Product and any costs and/or damages incurred by TLKC as a reasonably foreseeable consequence of the failure to Deliver (including a sum equal to the difference between the Supplier's selling price to TLKC and TLKC's selling price to its customers in respect of the Products which have not been Delivered and/or costs incurred by TLKC in sourcing and purchasing replacement product from a third party); and/or

11.9.3 delay payment until such order is completed.

12. Complaints and Product Recalls

12.1 If TLKC notifies the Supplier that it has received a complaint in respect of a Product, the Supplier shall, upon TLKC's request, promptly and at its own cost, undertake internal investigations to determine the validity of the complaint. The Supplier shall report the findings of such investigation to TLKC within five Business Days.

12.2 The Supplier shall promptly (and in any event, within one Business Day) notify TLKC if it becomes aware of any event or occurrence which may affect the quality of the Products and/or may have any adverse regulatory

compliance consequences. The Supplier shall provide copies of related information and reports to TLKC promptly on request at no cost. The parties will establish and keep up-to-date a contact database with 24-hour contact details of relevant personnel who may be contacted in the event of any such issue or any actual or potential Product Recall.

12.3 If any of the events or circumstances described in clause 12.2 arise, whether notified to TLKC or not, the Supplier shall, at TLKC's written request, do all such acts as TLKC may reasonably direct.

12.4 If either TLKC or the Supplier receives an Official Product Recall Notice, that party shall notify the other party immediately and shall enclose a copy of such Official Product Recall Notice.

12.5 Where either party reasonably believes that any Product may generally be defective in such a way that a prudent supplier or retailer would implement a general recall or withdrawal of all or some of such Products sold (a "Product Recall") that party shall promptly inform the other of the relevant circumstances. The Supplier shall:

12.5.1 undertake or facilitate (as directed by TLKC) any Product recall, withdrawal or corrective action requested by TLKC:

- a) in connection with an Official Product Recall Notice; or
- b) upon request by TLKC where TLKC reasonably believes that any of the Products supplied are or may be unsafe or defective, or their continued presence or use in the market may have an adverse effect on the brand or reputation of TLKC; and

12.5.2 refrain from any formal statements regarding the product recall unless explicitly approved by TLKC in writing; and

12.5.3 provide all necessary cooperation and assistance to TLKC to enable it to successfully withdraw, recall and take any corrective action in connection with any such Products in the market. The Supplier shall reimburse TLKC in respect of all costs and expenses incurred in respect of any such actions if it is proven that the Supplier is at fault. If the cause of the product recall is not assignable to either or both of the Parties, the cost of the product recall shall be shared equally.

12.6 The Supplier shall report all product quality and food safety concerns related to TLKC Products to TLKC as soon as practicable and maintain records relating to the Products that will facilitate a prompt and effective Product Recall including, Product serial numbers and batch numbers linking raw materials to the relevant Products.

12.7 If any claim is made against TLKC arising out of or in connection with the manufacture of or any defect in the Products, the Supplier shall indemnify TLKC and keep TLKC fully and effectively indemnified and held harmless from and against all damages or other compensation awarded against TLKC in connection with the claim or paid or agreed to be paid by TLKC in

settlement of the claim and all legal or other expenses incurred by TLKC in or about the defense or settlement of the claim, only if it is proven that the Supplier is at fault.

13. Insurance

- 13.1 The Supplier will take out and maintain Public/Product Liability and Recall Insurance with a reputable insurer that covers all Products supplied on an all risks basis at such level as is appropriate and adequate having regard to its obligations and liabilities under the relevant order for the Products, in effect for at least one year after the sale of Products to TLKC. Such insurance shall be for an aggregate minimum of US\$10,000,000 (ten million dollars), which may include umbrella coverage, and shall be maintained on risk for a minimum of seven years from the last order placed by TLKC. Evidence of insurance should be provided by the Supplier to TLKC within three working days of request.

14. Invoicing and Payment

- 14.1 The Supplier shall invoice TLKC for Products once they have been Delivered to, and accepted by, TLKC, and such invoices shall contain the information and be submitted in accordance with procedures laid down in the then-current Policies & Standards.
- 14.2 Invoices correctly submitted in accordance with Clause 14.1 shall, unless otherwise agreed in writing by TLKC, be paid by TLKC on the next payment run after the expiry of 60 days from receipt by TLKC of an invoice/statement submitted in compliance with the Terms. Payment methods may include (without limit) payment by cheques, ACH, BACS, or such other electronic funds transfer systems as TLKC may introduce. TLKC shall notify the Supplier of any proposed changes.
- 14.3 The date upon which TLKC processes the payment is the date of payment, and TLKC is not responsible for any delays between processing the payment and receipt by the Supplier of cleared funds.
- 14.4 In the event that any sum due from TLKC to Supplier under these Terms is not paid on the due date for payment, Supplier shall immediately give written notice and a fourteen (14) day grace period for such payment.

15. Force Majeure

- 15.1 Neither party shall be liable for delay in performing or failure to perform obligations under these Terms or in respect of any Order if the delay or failure results from events or circumstances outside its reasonable control including Act of God, war, flood, fire, explosion, and the act of any government or authority, but not industrial action, strike, or lockout of that party's employees. Events or circumstances outside its reasonable control shall not include events or circumstances directly or indirectly caused by the Supplier's failure to comply with its obligations set out in these Terms.
- 15.2 The party affected by the relevant effects or circumstances will promptly notify the other party in

writing when such events or circumstances cause a delay or failure in performance as well as when they cease to do so.

- 15.3 A delay or failure excused by the circumstances outlined in Clause 15.1 will not constitute a breach of these Terms, and the time for performance will be extended by a period equivalent to that during which performance is prevented, provided that if such delay or failure persists for more than 7 days, the non-defaulting party has the right to terminate the affected order without liability.

16. Confidentiality

- 16.1 Each party undertakes that it shall keep secret and confidential and shall not disclose to any person any Confidential Information, except as permitted by Clause 16.2.
- 16.2 Each party may disclose the other party's Confidential Information:
- 16.2.1 to its Representatives who need to know this information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Order. Each party shall ensure that its Representatives to whom it discloses the other parties Confidential Information comply with this Clause 16; and
- 16.2.2 as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 16.3 All Confidential Information is and remains the property of the disclosing party and must be returned to that party immediately upon request. Each party must not under any circumstances disclose any Confidential Information received to any competitor of the disclosing party or use or exploit the Confidential Information except to give effect to these Terms.
- 16.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms are granted to the other party or to be implied from these Terms. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- 16.5 The parties acknowledge and agree that damages alone would not be an adequate remedy for the breach of any of the provisions of this Clause 16. Accordingly, without prejudice to any other rights and remedies it may have, either party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Clause 16.
- 16.6 The parties agree that this Clause 16 shall survive termination or expiry of these Terms or the Order and continue indefinitely for so long as the Confidential Information remains confidential.
- 16.7 The Supplier will not use TLKC's name or any other information received from or on behalf of TLKC for publicity purposes without TLKC's prior written

consent (to be given or withheld at TLKC's absolute discretion).

17. Improvements or New Project Development Projects

- 17.1 Where the parties expressly agree in writing to undertake an Improvement or NPD Project:
- 17.1.1 the parties shall agree the scope and target outcome of such project, the applicable Specification, and any other parameters relating to such project;
- 17.1.2 TLKC shall disclose to the Supplier such TLKC IPR, TLKC Confidential Information and Materials in its possession as are necessary to enable the Supplier to develop such planned Improvement or planned New Product Development in accordance with the Specification;
- 17.1.3 the Supplier shall provide to TLKC a list of all pre-existing IPRs in its possession that it plans to use to develop such planned Improvement or planned New Product Development in accordance with the Specification ("Supplier Pre-existing IPRs");
- 17.1.4 the Supplier shall develop such Improvement or New Product Development to comply with the Specification and other project parameters agreed between the parties;
- 17.1.5 any Improvement or New Product Development shall be subject to testing, acceptance and sign-off by TLKC, in its sole discretion, before entering the manufacturing process.
- 17.2 Unless otherwise agreed by the parties in writing, all Intellectual Property Rights developed as a result of such Improvement or NPD Project shall belong to TLKC (and the Supplier hereby assigns all such right, title and interest to TLKC), and the Supplier has no right to use such Improvement to TLKC IPR, TLKC Confidential Information or Materials.
- 17.3 Improvement or NPD Project shall be subject to the obligations of confidentiality set out in these Terms.

18. Co-operation

- 18.1 The parties each undertake to co-operate with each other and to provide on reasonable notice such information as the other party may reasonably request for the proper performance of its obligations under these Terms.
- 18.2 Each party shall nominate one or more Project Managers who shall be responsible for the co-ordination of all matters relating to these Terms or the Order. Each party shall notify the other promptly of any change in these appointments.
- 18.3 All communications, documentation and materials relating to the Order or these Terms and sent to the parties shall be sent to the Project Managers.
- 18.4 The Project Managers shall meet or schedule a conference call as needed for the purpose of discussing the manufacture of the Products and any issues that have arisen or any other appropriate matters.

19. Anti-Bribery, Sustainable Sourcing and Modern Slavery

- 19.1 The Supplier shall:
- 19.1.1 comply with all applicable laws, statutes, and/or regulations relating to anti-bribery and anti-corruption;
- 19.1.2 not engage in any Bribery Offence;
- 19.1.3 accept and comply with TLKC's Anti-Bribery and [Sustainable Sourcing](#) Policies as TLKC may update from time to time;
- 19.1.4 have, maintain, and enforce its own policies and procedures, including adequate procedures under applicable law; and
- 19.1.5 promptly report to TLKC any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the supply of Products.
- 19.2 The Supplier shall and shall procure that its employees and sub-contractors shall:
- 19.2.1 comply with TLKC's policy (as published from time to time) with respect to ethical practices;
- 19.2.2 not engage in any Slavery Offence;
- 19.2.3 have and maintain in place its own policies and procedures, including adequate procedures to prevent a Slavery Offence, to ensure compliance with the applicable laws, and shall enforce them where appropriate; and
- 19.2.4 promptly report to TLKC all Slavery Offences of which it becomes aware that have occurred in connection with the performance of this Order or these Terms or any third-party agreements that enable the services provided under these Terms.

20. General

- 20.1 **Disputes.** In the event that a controversy, difficulty, claim or dispute (each, a "Dispute") arises out of, relating to or in connection with the Terms, or in relations between the parties with respect to the subject matter hereof, any party may notify the other party in writing of the substance of the Dispute and of its desire to attempt to reach an amicable settlement, in which event the parties will endeavor for a period of thirty (30) days after the date of this notice to reach an amicable settlement of the Dispute.
- 20.2 **Law.** The Terms and any Dispute will be governed by and interpreted in accordance with the laws of the laws of the State of New York, United States of America, without reference to its choice of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. The official language of these Terms is English.
- 20.3 **Jurisdiction.** Supplier agrees that subject to the dispute resolution process set out above, (a) for a Supplier whose corporate headquarters is located outside the European Union, the Nordics, South

Africa and/or the United Kingdom, Supplier irrevocably and unconditionally agrees that the courts of the State of New York and the courts of the United States of America, in each case sitting in the county of New York, shall have exclusive jurisdiction to hear and determine any Dispute against TLKC, and for such purposes, irrevocably submits to the jurisdiction of such courts, and (b) for a Supplier whose corporate headquarters is located within the European Union, the Nordics, South Africa or the United Kingdom, the Netherlands Courts shall have exclusive jurisdiction over any Dispute against TLKC. TLKC shall be entitled to bring a claim against the Supplier in any court of competent jurisdiction. Each party agrees that a final judgment in any such Dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 20.4 **Assignment.** The Supplier's rights and obligations under these Terms may not be assigned, transferred, mortgaged, charged, subcontracted, delegated any other manner to any third party without TLKC's prior written consent.
- 20.5 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, franchise, dealership, distributorship, partnership, development agreement, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party, directly or indirectly, in any manner whatsoever. No relationship of exclusivity shall be construed from these Terms.
- 20.6 **Remedies.** The rights and remedies provided in these Terms shall be cumulative and not exclusive of any other rights and remedies provided by law or otherwise.
- 20.7 **Entire Agreement; Amendments.** These Terms, the Order and the Policies & Standards and any attachments hereto constitute the entire, final, complete and exclusive agreement between the parties and supersede all previous and contemporaneous agreements or representations, written or oral, with respect to the subject matter of these Terms. The Terms may not be modified or amended except in a writing signed by a duly authorized representative of each party. To the degree that either or both of the parties hereto find it convenient to employ their standard forms of purchase order or acknowledgement of order in administering these Terms, the party may do so but none of the terms and/or conditions printed or otherwise appearing on the forms will be applicable to the sale of the Product.
- 20.8 **Waiver:** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder, whether expressed or implied, (including without limitation the right to terminate these Terms), will

operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Any waiver (express or implied) by either party of any breach of these Terms shall not constitute a waiver of any other or subsequent breach.

20.9

Severability. In the event any provision of these Terms is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of these Terms will remain in full force and effect.