

These Terms and Conditions apply to the subscription service called Safety HUD provided by **Mérieux NutriSciences** through its affiliate **Riskplaza B.V.** to its Clients.

Mérieux NutriSciences and the Client are hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**".

Mérieux NutriSciences provides particular food safety services and designed a solution named Safety HUD which is an online service to monitor alerts concerning food safety and frauds and get a comprehensive understanding of them (the "**Solution**"). It is a key tool to support risk assessment on food products and raw materials from all over the world. The service monitors the official food safety Agencies, ministerial websites and local authorities in 50 countries and checks dozens of media sources (social networks, online press, press releases).

## ARTICLE 1 - DEFINITIONS

"**Affiliates**" means any entity who controls, is controlled by or is under the common control of one of the Parties, including its subsidiaries.

"**Client Data**" means all data belonging to the Client and sent to Mérieux NutriSciences, including Personal Data and Confidential Information of the Client.

"**Personal Data Legislation**" means the European Regulation 2016/679 relating to the processing of Personal Data and any other laws relating to the processing of Personal data applicable during the term of this Agreement.

The terms **Controller**, **Processor**, **Data Subject**, **Personal Data** and **transfer of Personal Data** will have the meaning provided in the EU Data Protection Directive.

"**Services**" means access to the Solution.

## ARTICLE 2 - TERM OF THE AGREEMENT/TERMINATION

### 2.1 Term/Renewal

The Agreement enters into force between the Parties on the date of signature ("**Effective Date**").

The Agreement shall have a term of 1, 2 or year(s) from the Effective Date. It shall automatically renew for successive periods of one (1) year unless a Party provides the other Party with a non-renewal written notice sixty (60) calendar days prior to the date of the period in progress by registered letter with acknowledgement of receipt to the following address: Horst 12, 5171 RA Kaatsheuvel.

### 2.2 Termination

Either Party may terminate the Agreement in the event the other Party defaults in any of its obligations upon service of notice, and failure to remedy the default within one (1) month following the issue of notice by registered letter with acknowledgement of receipt. The Client shall be liable for payment of all compensation to which Mérieux NutriSciences may lay claim due to any

defaults. If this Agreement is terminated by either Party, for any reason whatsoever, Mérieux NutriSciences shall be fully reimbursed for all Services performed until the date of termination.

## ARTICLE 3 – DESCRIPTION OF THE SOLUTION

The Solution monitors all the official Agencies in 54 countries, namely *Argentina, Australia, Austria, Belgium, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, China, Croatia, Cyprus, Denmark, Estonia, European Union (RASFF), Finland, France, Germany, Ghana, Greece, Hong Kong, Hungary, Iceland, India, Ireland, Israel, Italy, Japan, South Korea, Latvia, Lithuania, Luxembourg, Malta, New Zealand, Nigeria, Norway, Poland, Portugal, Romania, Russia, Scotland, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Czech Republic, The Netherlands, Turkey, United Arab Emirates, United Kingdom, USA*

The Solution is available in English and provides two panels: one for alerts (Alerts) and one for statistics (Statistics).

### 3.1 Alerts

The alert panel lists the reports of food fraud and/or food safety in reverse order with respect to the date of publication; each alert has the following information (the main ones):

- Title (Notifying country - summary of the alert)
- Complete description of the alert
- Food product category
- Tag concerning product ingredients (those specified by the source of the report and/or the foods involved)
- Type of alert and classification (Fraud, Safety, Fraud and Safety)
- Type of source: Official or Media
- Notifying country/Countries concerned/Country of origin of the product
- Link to the original source (when available)

The Solution is daily updated, from Monday to Friday, excluding Italian public holidays. Italian public holidays observed at Mérieux NutriSciences are 1<sup>st</sup> January, 6<sup>th</sup> January, Easter Sunday and Easter Monday (variable), 25<sup>th</sup> April, 1<sup>st</sup> May, 2<sup>nd</sup> June, 15<sup>th</sup> August, 1<sup>st</sup> November, 8<sup>th</sup> December, 25<sup>th</sup> December and 26<sup>th</sup> December.

### 3.2 Statistics

This panel graphically displays the interesting alerts after searching by parameters (time, product category, type of issue, geographical area).

Comparison of data between two periods, filters to refine the search, possibility to download the data in XLS and PDF.

### 3.3 Details on the contents

The data included in Safety HUD are the following:

- The whole RASFF database (Food and Feed Safety Alerts - European Commission) since January 1<sup>st</sup>, 2013;
- Monitoring of the full scope of sources in 50 countries started on May 1<sup>st</sup>, 2018.

A specific section allows the download, for internal and noncommercial use only, of PDF files that are updated on a monthly basis with data supporting the risk assessment for 14 product categories.

### 3.4 Disclaimer

The Solution contains information derived from published third party literature or other public resources for general information purposes only. The Solution and the information contained herein are provided on an "As Is" basis and are not intended to be exhaustive.

The Client is solely responsible for the searching parameters and the use he makes of the information he obtains on the basis of the information provided.

Consequently, Mérieux NutriSciences assumes no liability or responsibility for any errors, inaccuracies or omissions in the content of the Solution, which is not meant to be a substitute for the advice provided by experts or other professionals. Neither Mérieux NutriSciences nor any other party involved in creating, producing or delivering this Solution is liable for any direct, indirect, incidental, consequential special or punitive damages arising out of the use of the Solution and the information contained herein by any person.

## ARTICLE 4 – SUBSCRIPTION PLANS AND AVAILABLE FUNCTIONS

### 4.1 PRO subscription

The PRO version only allows access to the section "Alerts" and the use of the following functions:

- Access to all the "Alerts" concerning food safety and fraud, for all food product categories, independently of the notifying or concerned country;
- Multi-parameter advanced search including the search by word and by filter in all available parameters (Product category, Tag, Source type, Type of fraud, Type of safety alert, notifying/concerned country, country of origin);
- Download the search in Excel for internal and noncommercial purposes only;
- Save your search;

- "Favorites" section to copy the most interesting alerts in a different area.

### 4.2 ADVANCED subscription

The ADVANCED version allows access to the sections "Alerts" (including the functions listed in the PRO subscription described above) and "Statistics", which also includes the following functions:

- Notifications: to receive the most interesting fraud and food safety alerts directly in your email;
- Statistics: data are displayed in graphical form after filtering by advanced search or time, product/type and geographical parameters such as geographical distribution, pie chart with countries involved, list of countries involved with number of alerts and key to view them, distribution by product category, distribution by type of alert and type of fraud with the possibility of viewing each sub-category;
- Comparative statistics: possibility to compare statistics for 2 periods of time (with the same parameters);
- Download the comparative search in Excel for internal and noncommercial purposes only (one file for each scenario);
- Download the Statistics in PDF for internal and noncommercial purposes only.

## ARTICLE 5 – SUPPLY OF SERVICES

### 5.1 Access to the Services

The Solution is available through the Mérieux NutriSciences Labeling and Regulatory website [regulatory.mxns.com](http://regulatory.mxns.com), from the Login area, where subscribers enter their credentials (username and password) or directly from the link: [safetyhud.regulatory.mxns.com](http://safetyhud.regulatory.mxns.com).

### 5.2 Authorised Users and Access

#### 5.2.1 - Access

Identification of the Client at the time of accessing the Solution is undertaken using the following Login Information:

- a **username** assigned to each Authorised User by Mérieux NutriSciences,
- and a **password**, first the one sent to the Client by Mérieux NutriSciences and then the one modified by the Authorised User itself.

#### 5.2.2 - Confidentiality of Login Information

Login Information is strictly personal and confidential. It may only be changed following a request by the Client or at the initiative of Mérieux NutriSciences subject to previously informing the Client. The Client shall take all measures to protect the confidentiality of Login information and the security of its access computers and workstations.

#### 5.2.3 - Authorised Users

The Client was granted a limited number of licences and may only permit the use of the Solution by the employees appointed by the Client for the use of the Services whose identity shall be communicated to Mérieux NutriSciences ("**Authorised Users**").

The Client shall ensure that Authorised Users and other employees comply with use, access and other restrictions as defined in the Agreement.

The Client shall immediately notify Mérieux NutriSciences if the Login Information of an Authorised User is or is potentially compromised, or if any unauthorised access occurs or is currently occurring; in such situations, the Client shall take all reasonable measures to end the unauthorised access, or otherwise cooperate with and assist Mérieux NutriSciences to bring an end to unauthorised access.

### **5.3 Suspension of Services**

Mérieux NutriSciences may suspend a Client or Authorised User from accessing the Solution should Mérieux NutriSciences observe any improper use by the Client or an Authorised User of the Solution.

## **ARTICLE 6 - GENERAL OBLIGATIONS**

### **6.1 Obligations of Mérieux NutriSciences**

Mérieux NutriSciences will take all reasonable efforts so as to provide the Services twenty-four (24) hours a day, and seven (7) days a week in compliance with the Agreement, unless:

- there is any scheduled maintenance undertaken after giving notice to the Client at least twenty-four (24) hours prior to such maintenance;
- there is any unscheduled maintenance undertaken outside of the aforementioned, insofar as Mérieux NutriSciences has taken all reasonable efforts to notify the Client within at least one (1) hour;
- Mérieux NutriSciences is obliged to comply with an order, instruction or directive from a legal, administrative or governmental authority which affects Mérieux NutriSciences ability to provide access to the Solution; or
- one or more operators on whom the Solution depends suspend the provision of their services to Mérieux NutriSciences without Mérieux NutriSciences being liable for such a suspension, in case of any force majeure event.

Mérieux NutriSciences will strive to notify the Client of any interruption to the Services, these do not give title to any compensation.

### **6.2 Obligations of the Client**

The Client shall:

- send Mérieux NutriSciences all documentation and information in its possession and reasonably requested

by Mérieux NutriSciences required for performance of the Services;

- use the Services pursuant to this Agreement;
- pay the relevant Price.

## **ARTICLE 7 – PRICE AND PAYMENT**

The Price payable to Mérieux NutriSciences by the Client for the Services is paid in advance, payment by bank transfer within 30 days' invoice date.

From January 1<sup>st</sup> of each year, Mérieux NutriSciences reserves the right to increase the Price with written notification to the Client within thirty (30) days prior to January 1<sup>st</sup> of the corresponding year.

Client's failure to contest any invoices within fifteen (15) days prior to the due date shall be deemed as acceptance of the total amount of such invoices.

Any unpaid amount on the due date will automatically lead, without any notice and without prejudice to any other remedy, to the application of a penalty of an amount equal to the interest rate applied by the European Central Bank to its more recent financing operation, which will run from the day following the due date and until full payment. This rate is calculated on a pro rata basis. In addition, the Client shall pay a fixed rate fee for recovery as defined by applicable law. Mérieux NutriSciences reserves the right to suspend the applicable Services until the amount in question has been fully paid.

## **ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS**

**8.1** Each Party retains all rights, title and interest and all proprietary rights in and to its own proprietary materials and information.

**8.2** The Solution is subject to Mérieux NutriSciences copyright and database rights. It may not be, partially nor in its entirety copied, reproduced, sold, used other than for internal and noncommercial purposes. In case of copy, reproduction, or use for an internal and noncommercial purpose, appropriate reference with all copyright notices shall always be stated. Nothing contained herein shall be construed as conferring any license, direct or indirect right under any copyright or database rights of Mérieux NutriSciences.

## **ARTICLE 9 – LIMITATION OF LIABILITY**

**9.1** Mérieux NutriSciences is governed by an obligation of means, rather than an obligation of results in the framework of the Agreement.

**9.2** The Parties expressly agree that Mérieux NutriSciences may not be held liable for interruptions to services or damages related to:

- any case of force majeure or decision by the authorities;

- any abnormal or fraudulent use by the Client of the solution requiring stoppage of the Services for security reasons;
- any technical issues pertaining to the use of the internet, and any interruptions thereto which may affect access to or use of the Solution.

**9.3** The Solution contains information derived from published third party literature or other public resources for general information purposes only. The Solution and the information contained herein are provided on an “As Is” basis and are not intended to be exhaustive.

The Client is solely responsible for the searching parameters and the use he makes of the information he obtains on the basis of the information provided.

Mérieux NutriSciences uses commercially reasonable efforts to keep the information contained in the Solution as accurate and complete as possible. However, food regulations are constantly evolving and information contained in the Solution may become out of date before Mérieux NutriSciences has the opportunity to update the Solution.

CONSEQUENTLY, MERIEUX NUTRISCIENCES ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS IN THE CONTENT OF THE SOLUTION, WHICH IS NOT MEANT TO BE A SUBSTITUTE FOR THE ADVICE PROVIDED BY EXPERTS OR OTHER PROFESSIONALS. NEITHER MERIEUX NUTRISCIENCES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SOLUTION IS LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE INABILITY TO USE OR THE USE OF THE SOLUTION AND THE INFORMATION CONTAINED HEREIN BY ANY PERSON.

MERIEUX NUTRISCIENCES SHALL NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY THE USER OR ANY THIRD PARTY. INDIRECT OR CONSEQUENTIAL DAMAGES ARE CONSIDERED AS, BUT NOT LIMITED TO, OPERATING LOSSES, LOST INCOME, LOST PROFITS, LOST TURNOVER, LOST INTEREST, LOST OPPORTUNITIES, LOST CLIENTS AND HARMED REPUTATION AS WELL AS ANY PREJUDICE RESULTING FROM THE IMPOSSIBILITY FOR THE USER TO USE THE SOLUTION IN WHOLE OR IN PART.

**9.4** IN ALL INSTANCES, MERIEUX NUTRISCIENCES LIABILITY IS LIMITED TO THE TOTAL ANNUAL AMOUNT OF FEES PAID BY THE CLIENT FOR SERVICES UNDER THIS AGREEMENT.

**ARTICLE 10 - CONFIDENTIALITY**

**10.1** All confidential information and/or information of proprietary nature disclosed by a Party (the “**Discloser**”) to the other (the “**Recipient**”) in the framework of the performance of this Agreement, including, but not limited to, trade secrets, know-how, reports, commercial, financial and technical information (“**Confidential Information**”), is covered by an obligation of confidentiality during the term of this Agreement and three (3) years after its expiry. The Confidential Information of Mérieux NutriSciences expressly includes, without limitation, the Solution (and for the avoidance of doubt, the intellectual property related thereto).

The Recipient shall not disclose or use Confidential Information disclosed by the Discloser or allow their use for its own profit or for the profit of any third parties.

The Recipient shall maintain the Confidential Information in confidence and shall take:

- The appropriate precautions to not disclose any of the Confidential Information and,
- At least the same precautions to avoid disclosure of the Confidential Information that it would take with its own confidential information, but in any event no less than reasonable precautions in accordance with the business standard.

The Recipient shall only disclose Confidential Information to those of its duly authorized representatives, affiliates, employees or agents who have a need to know for the purpose stated above, and who are bound to confidentiality obligations similar to those contained in this Agreement.

**10.2** Provided the Recipient’s written evidence, the confidentiality and non-use obligations hereunder shall not apply to information which:

(a) is in its rightful possession prior to its receipt from Discloser or

(b) is in or hereafter enters the public domain through no fault of the Recipient who has received it; or

(c) has been obtained in good faith from a third party, which to the Recipient’s knowledge, has the legal right to use and disclose the same, or

(d) is independently developed by the Recipient, without using the Confidential Information disclosed for the purpose of the collaboration, as evidenced by contemporaneous written records.

**10.3** In the event that the Recipient is required by applicable law or regulation or by legal process to disclose any Confidential Information, the Recipient shall provide the Discloser with reasonable notice of such request(s) or legal process, unless otherwise prohibited by law, to enable the Discloser to seek an appropriate protective order so as to resist or narrow the scope of such request or process.

**10.4** It is understood between the Parties that Mérieux NutriSciences is expressly authorised by the Client to use its Data for analytical and statistical purposes so long as this Data be previously made anonymous and to communicate on this anonymised data externally or internally, free of charge to be paid to the Client.

## **ARTICLE 11 - PERSONAL DATA**

**11.1** In the framework of performance of this Agreement, the Parties undertake to respect the Personal Data Legislation. The Client, acting as a Controller, will remain the only one being able to determine the Personal data to be processed by Mérieux NutriSciences, acting as a Processor.

**11.2 Purpose of the processing:** Mérieux NutriSciences will process the Personal Data solely for the purpose of performing the Services.

**11.3 Type of Personal Data processed:** Name, Surname, E-mail address.

**11.4 Duration of the processing:** Personal Data is processed for the duration of the Agreement.

**11.5 Transfer of Personal Data:** Mérieux NutriSciences shall not transfer any Personal Data to a country outside the European Economic Area (EEA), unless the Client has expressly authorized such transfer in writing. Notwithstanding the above, Mérieux NutriSciences is expressly authorized to transfer Personal Data to its Affiliates, located or not within the EAA, involved in the processing and more broadly in the performance of the Services. Data transfers outside the EEA may only occur in accordance with the Personal Data Legislation.

**11.6 Rights of the Data Subjects:** Data Subjects have a right to access their Personal Data, request rectification, erasure, restriction of processing or withdrawal and may exercise these rights by sending their request by email to [dpo@mxns.com](mailto:dpo@mxns.com).

## **ARTICLE 12 - FINAL PROVISIONS**

### **12.1 Election of Residence**

For implementation of the Agreement and its effects, the Parties elect residence at their respective registered offices, as indicated on the first page hereof.

### **12.2 Partial Invalidity**

If one (or more) of the provisions of the Agreement is rendered, made or declared invalid due to any law, regulation or decision by a competent court, the Parties will meet to agree on one or more stipulations which will replace the invalid stipulation(s) and allow the desired goal, insofar as possible, of the original stipulation(s) to be achieved. All other stipulations of the Agreement will retain their force and scope.

### **12.3 Non-Waiver**

In such instance as either Party elects not to claim a default by the other Party in any of its obligations, this may not be interpreted as a waiver of the obligation in question or as an addendum to the Agreement, and shall not prevent the non-defaulting Party from claiming enforcement subsequently.

### **12.4 Force Majeure**

Neither Party may be held liable for non-performance of any of the obligations imposed by the Agreement, following the occurrence of any event or cause beyond the reasonable control of the Party, under the condition that the Party who claims the case of force majeure notifies the other Party of its existence as soon as possible, that it does all that is possible to limit the consequences and finally resumes implementation of the Agreement immediately after the disappearance of the case of force majeure.

### **12.5 Publicity**

Subject to prior information, the Client expressly authorises Mérieux NutriSciences to use its names and logos on Mérieux NutriSciences websites, but also on any marketing support and press release.

### **12.6 Applicable Legislation and Jurisdiction Clause**

This Agreement is governed by Dutch law. Except as otherwise required by local law, the Parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of 's-Hertogenbosch.