

MÉRIEUX NUTRISCIENCES AQ TERMS AND CONDITIONS FOR SERVICES

These Terms and Conditions (the “T&Cs”), also available at <https://www.merieuxnutrisciences.com/au/terms-conditions/> (or the subsequent website it may redirect), shall govern the relationship between any Mérieux NutriSciences group entities established in Australia, including MNAQ (AUSTRALIA) PTY LTD (ABN 30 004 319 171) located at 3 Lennon Street, West Melbourne VIC 3003 Australia and Silliker Australia Pty Ltd. (ABN 94 006 462 335) located at 20 King Street, Blackburn VIC Australia 3130 (“MNAQ”, “We”, “Our” or “Us”) and the customer (“Customer”, “You” or “Yours”) for the provision of certain Services (as defined below). The T&Cs include and hereby incorporate by reference each of the Supplemental Terms and Conditions which are specified in the applicable Service Order or would otherwise reasonably be understood to apply to the Services by reason of the description of the Services set forth therein.

1. Definitions

- 1.1. **"Application Dashboard"** means an online user interface used to access a Software Application, organise and display Customer information generated by, uploaded to or stored within any Software System.
- 1.2. **"Application Platform"** means the host system, Internet infrastructure and services platform and any other communication systems, network connections and interfacing capabilities used by MNAQ in order to enable the provision of a Software Application.
- 1.3. **"Area of Origin"** means the country or affiliated group of countries for purposes of applicable Privacy Legislation where the Customer is located or from which any personal data processed or handled in connection with the Services originates or is first uploaded or otherwise transferred to MNAQ, including but not limited to the following countries: The United States, Australia, France and Germany.
- 1.4. **Change of Control** means the occurrence of an event or circumstance where a person who is not presently able to do any of the following things becomes able to do one of the following things:
 - 1.4.1. control the composition of more than half of the body corporates' board of directors;

1.4.2. be in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of the members of the Customer's board; or

1.4.3. hold or have a beneficial interest in more than one half of the issued share capital of the body corporate; or

1.4.4. the sale of all or substantially all of the body corporate's assets.

1.5. **"Claims"** means any claim, notice, demand, action, proceeding, litigation, investigation or judgement whether based in contract, tort, statute, or otherwise and whether involving a third party or a party to these T&Cs.

1.6. **Confidential Information** means all information (whether of a technical, commercial or any other nature whatsoever) provided directly or indirectly by either party (the 'Disclosing Party') to the other party ('Recipient Party') whether in oral, documentary, electronic or other form that is owned by the Disclosing Party or a related party of the Disclosing Party, and whether before, on or after the date of entering into the Contract, whether or not labelled or designated as confidential, including but not limited to the business affairs, customers, suppliers, plans, market opportunities, operations, processes, product information, know-how, methodologies, designs, software, trade secrets and pricing information, together with any information or analysis derived from such information or which the Recipient Party should reasonably be aware is confidential.

1.7. **"Contract"** means the contract for Services between MNAQ and the Customer consisting as an indivisible whole of (i) these T&Cs (including all applicable Supplemental T&C) and (ii) the Service Order, and, if applicable, any specifications referenced or incorporated therein.

1.8. **"Crisis Situation"** means any incident or series of incidents involving the quality of the Customer's products or services or the integrity of its production facilities and processes that cause or are likely to cause a disruption of or other significant negative impact on the

Customer's business through no fault of MNAQ.

1.9. "Customer Content" means data, reports, test results, certificates, documents, protocols, methods, samples, materials, or other information provided to MNAQ in any form or uploaded to any Software System by or on behalf of the Customer, but expressly excluding any Confidential Information of MNAQ.

1.10. "Database" means a collection of data, information or other independent elements, systematically or methodically arranged and separately accessible.

1.11. "Developments" means a modification, improvement, or update to a Software System.

1.12. Force Majeure means any cause beyond the reasonable control of the parties including an act of God, peril of the sea, accident of navigation, national emergency (whether in fact or law), lighting, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, pandemic or epidemic, civil commotion, riot, war, government action or inaction, fire, explosion, accident, flooding and industrial strikes or industrial action of either party's employees or a contractor.

1.13. "Intellectual Property" means patents, patent applications or derivative rights, rights to innovations, utility certificates, copyrights (including future copyright), Database rights, trademarks, trademark applications, trade names, trade secrets, service marks (including rights in goodwill attached thereto), methods, designs, know-how, domain names, Software, and other proprietary rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same or similar rights, including all renewals of such rights, whether vested, contingent or future anywhere in the world

1.14. "Insolvency Event" means, in respect of a party, that the party becomes subject to any form of insolvency administration, ceases to be able to pay its debts as and when they become due and payable, ceases to carry on business in the normal manner, disposes of the whole or part of its assets, operations or business other than in the ordinary course of business or as part of a Change of Control event, any step is taken by a mortgagee to take possession or dispose of the

whole or a material part of the party's assets, operations or business other than as a Change of Control approved by MNAQ in writing, any step is taken to enter into any arrangement between a party and its creditors or any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of the party's assets, operations or business.

1.15. "Laws" means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation within the Commonwealth of Australia.

1.16. "Litigation Support" means any of the following actions taken by MNAQ other than in the ordinary course of performing the Services as contemplated under the Contract: make disclosures, provide or submit documents or records or certifications, give testimony, produce other materials or analyses (including Results and Service Reports), or provide support or otherwise become involved in any third-party dispute, litigation, negotiation, governmental or administrative process or proceeding or other transaction.

1.17. "MyMXNS": Customer MNAQ platform providing access to the samples & audit reports.

1.18. Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

1.18.1. whether that information or opinion is true or not; and

1.18.2. whether the information or opinion is recorded in a material form or not.

Where the relevant Privacy Legislation is amended (as it may be from time to time) this definition will be guided by any such amendment.

1.19. "Privacy Legislation" means all applicable Laws pertaining to the processing and handling of personal information in all pertinent jurisdictions, in particular the *Privacy Act 1988* (Cth) (Privacy Act) as far as the Australian data is concerned unless application of another Privacy Legislation in case of transfer. The terms and expressions "Australian Privacy Principles", "eligible data breach" and "interference with the privacy of an individual"

have the meanings set out or referred to in section 6 of the Privacy Act..

- 1.20. "Results"** means the outcome of any Services performed by MNAQ (except for the provision of Applications).
- 1.21. "Retention Period"** means the period of time beginning on the date the Services are performed and continuing for five (5) years thereafter, or such period of time as is otherwise required by applicable Law for the retention of records pertaining to the Services.
- 1.22. "Supplemental Terms and Conditions"** means each appendix to these T&Cs (collectively, the **"Supplemental T&C"**) that sets forth additional T&Cs applicable to the particular Services identified in such Supplemental T&C and contracted for under a Service Order.
- 1.23. "Service Order"** is any written proposal, offer, or agreement that sets out in reasonable detail the specific Services to be provided to the Customer by MNAQ or its agents.
- 1.24. "Service Report"** means the agreed upon form in which Results are provided by MNAQ to the Customer.
- 1.25. "Services"** means the services to be provided to the Customer by MNAQ or its agents pursuant to the Contract, which may include, the provision by MNAQ of access to and use of the MyMXNS Application and/or any other Application regardless of the medium used.
- 1.26. "Software"** means an organised and structured set of instructions or symbols, directly or indirectly, capable of performing or obtaining a predefined function, task or result by means of an electronic information processing system. The term Software identifies any firmware, source code, protocol, development kit, library, documents, standard, form, architecture, language relating to the said Software.
- 1.27. "Software Application"** means the Software and its related Database.
- 1.28. "Software System"** means, collectively, any Software Application, the related Application Dashboard and Application Platform.
- 1.29. "Third Party Content Providers"** means any and all persons or entities authorised by the Customer to provide Customer Content.
- 2. Scope**
- 2.1.** You agree that when You sign (including by electronic signature) or submit a Service Order or otherwise use or engage MNAQ to provide Services a Contract will be formed between You and Us for the provision of the Services, and the provision of the Services will be governed exclusively by such Contract.
- 2.2.** All Service Orders entered into between You and Us are irrevocable unless We agree otherwise in writing.
- 2.3.** If for any reason a Service Order, populated and issued by Us, is not signed by You, We are entitled to assume that a valid Contract pertaining to the subject matter of the Service Order has been formed when any conduct by You or Your agents recognises the acceptance of the Service Order and the existence of the Contract, including but not limited to (i) Customer or its suppliers providing samples or access to samples, facilities or other materials to Us for analysis, (ii) acceptance by You of the performance of any Service by Us for Your benefit, (iii) performance by You of any registration or login operations required to access or use the Applications (as defined below), and/or payment by You of the service fees defined in the Service Order.
- 2.4.** Once formed, the Contract represents the entire agreement between You and Us and supersedes all negotiations, representations or agreements, written or oral, with the same purpose. In the event of any inconsistency (subject to clause 10.5 of these T&Cs), (i) the Service Order will prevail over the T&Cs (including the Supplemental T&C), and the Supplemental T&C will prevail over these general T&Cs and (ii) the Service Order and T&Cs (including the Supplemental T&C) will prevail over any T&Cs included in Your purchase order or any other document unless otherwise expressly stated by Us in writing. For the avoidance of doubt, under no circumstances will the Customer's standard T&Cs (if any) attached to, enclosed with or referred to in any Service Order, purchase order or other document govern the Contract or be binding on Us in any way whatsoever.
- 2.5.** Nothing in these T&Cs prevents Us from providing services similar to the Services to other clients, including potential competitors of Yours.

3. MNAQ Standard of Care

- 3.1. We shall perform the Services in a professional manner, using a reasonable degree of care and skill and diligence as expected of a professional performing services of a similar nature to the Services and under similar circumstances, consistent with applicable practices, Laws, and specifications approved by both parties.
- 3.2. We represent and warrant that We are a duly registered company and have the full right and authority to enter into and be governed by the Contract.

4. Service Reports and Results

- 4.1. Upon completion of the Services or otherwise in accordance with the delivery schedule set forth in the applicable Service Order, We shall deliver Results and Service Reports to You in accordance with Our standard format and delivery method, or as otherwise specified in the Service Order. Communication of Results and Service Reports by email, through MyMXNS or another Application, via Your online information portal, or through other digital means agreed upon between the parties shall constitute valid delivery of such Results and Service Reports as of the date such information is sent, posted or otherwise transmitted by Us.
- 4.2. Any Service Report or Results furnished by Us are furnished solely for Your benefit; You may, however, direct Us to provide Service Reports and Results to third parties specified by You. Once a Service Report has been paid for, the contents of any such Service Report shall become Your property. No Service Report may be distributed or reproduced by You except in its entirety, and You shall not at any time misrepresent the content of any Service Report, Results, or other information received from or relating to Us or Our work on behalf of, or Our relationship with You.
- 4.3. We will communicate Results and Service Reports only to persons and/or entities (including third parties) stipulated by You, unless disclosure is otherwise required by Law or by applicable regulatory and/or certification bodies. We are entitled to assume that such designated persons and/or entities are authorised to receive Results and Service Reports until We are notified in writing otherwise. You expressly acknowledge and agree the Results and Service

Reports provided under this Contract are prepared and provided solely for Your benefit and accordingly no third party shall be entitled to rely upon any representations, warranties and or agreements contained in those Results or Service Reports.

- 4.4. You understand and agree that in the event of a discrepancy between, on the one hand, raw data and information set forth in an Application or transmitted to You through an electronic data interchange system and, on the other hand, a final, signed copy of a Service Report (regardless of the means through which such Service Report is delivered), such Service Report will prevail.
- 4.5. Subject to applicable additional costs set forth in Section 10.4 below, upon Your request We shall reissue or amend any Service Report previously delivered to You, provided that any such changes are limited to corrections or updates to background information provided by the Customer which do not in any manner alter or otherwise impact the Results.

5. Disclaimers

- 5.1. The Results and Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. The Service Reports, Results or other outcomes of Services provided by Us may be tools to assist You to address regulatory compliance and/or other legal issues, but You acknowledge and agree that We are not authorised to act as Your legal counsel, and nothing set forth in such Service Reports and Results and other outcomes of the Services is intended as legal advice or the legal opinions of MNAQ. We disclaim and assume no responsibility, and You hereby waive and release Us, our employees, officers, agents, contractors and representatives from any and all liability resulting from Your interpretation and/or use of any Results or Service Reports that were properly rendered by Us in accordance with the Contract or Your use or non-use of any Application Platform and any data or information in connection therewith.
- 5.2. You understand and agree that Results and Service Reports are based only upon the samples, information, materials, facilities and operations You or Your suppliers provide or

make available to Us, and We shall have no liability (i) for any errors, deficiencies or omissions in any Services provided to You that are based on inaccurate or incomplete information provided to Us, or (ii) for application of the Results to other products, materials, facilities or operations which were not made available to Us or which We did not analyse.

5.3. The Results of the Services performed according to the Service Order are not pre-determined or certain. The Results are derived from scientific experiments, processes, observations, calculations and other analyses, each with an unknown outcome. Despite using our best endeavours, We do not guarantee, either expressly or by way of implication, that the Results will reflect the particular outcome desired by Customer or demonstrate required acceptance thresholds or other quality criteria set out by Customer for its products and/or business, and We do not accept responsibility for failure of the Results to meet Your expectations.

6. Customer's acknowledgements and obligations

6.1. You represent and warrant that, as of the time of entering into the Contract and for the duration of the Contract:

- i. You have the full right and authority to enter into and be governed by the Contract;
- ii. You are not subject to an Insolvency Event and will retain the capacity to remain solvent so as to pay all invoices promptly when they become due;
- iii. You are not, at the time of entering into the Contract, subject to any litigation, government investigation or any other material circumstance that may negatively affect either your solvency and/or company reputation;
- iv. You are not undergoing or are at imminent risk of undergoing a Change of Control event.
- v. You have sufficient and reasonable commercial knowledge of and experience with respect to all Laws related to Your products and business, and You are in material compliance with all applicable Laws;

vi. all Customer Content to be provided to Us in connection with the Contract is free of any risk and does not and will not infringe or otherwise violate any third-party Intellectual Property rights or applicable Law; and

vii. You have all necessary authorisations, permissions, approvals and legal rights to provide the Customer Content for use by Us and storage in any applicable Software System.

6.2. While We may provide advice and recommendations, You must ultimately decide whether a specific Service and the related Results and/or Service Reports are appropriate for Your circumstances. You assume all risk and responsibility for any and all legal liability arising out of or relating to (i) the compliance of Customer and its products and business and the compliance by any and all Third Party Content Providers under any and all applicable Laws, (ii) all decisions regarding which Services are required related to Your products or business, (iii) Your use of the Results, Service Reports or Software Applications, (iv) Your implementation of any withdrawal or recall of products based on the Results, including interim or preliminary Results, and (v) all Customer Content.

6.3. Where required to deliver the Services, You shall allow Our employees, agents, contractors, and representatives access to Your facilities as necessary to perform the Services and You shall be responsible for providing and maintaining a safe workplace under Your management and control where the Services are to be performed by Our employees, agents, contractors and representatives. Any hazardous or toxic materials to which Our employees, agents, or representatives may be exposed during the performance of the Contract shall be properly stored labelled, and appropriate Safety Data Sheets are available and easily accessible in accordance with applicable Laws and regulations.

7. Management of Customer Content and Materials

7.1. We shall retain copies of all Service Reports and Results and other Customer Content stored within a Software System throughout the

Retention Period. Within a reasonable period of time following submission of a written request by You at any time during the Retention Period, We shall deliver to You in raw data format any Customer Content uploaded and stored by You within a Software System, subject to the payment of the related fees (which details will be informed). Upon the expiration of the Retention Period, We will have the right to destroy or otherwise dispose of any and all Service Reports and Results and other Customer Content and records relating to the Services in Our possession.

7.2. You acknowledge that, due to the nature of the Services to be conducted, We shall be under no obligation at any time to return or dispose of samples or other tangible materials provided to Us for analysis, unless return of such samples or materials is specifically requested by You in writing and is reasonably practicable following the performance of Services with respect thereto. Samples and materials provided by and not returned to You may be considered as waste that may be destroyed by Us upon completion of the Services or after a retention period determined by Us.

7.3. We shall have the unlimited right, free of charge or further consideration, to use and make available for third parties to use for scientific, research or development purposes, on a de-identified or aggregated basis, any Customer Content and anything contained in or created from Customer Content, or otherwise derived in connection with the Services; provided, however, that no such use shall identify You. We shall have the right to access, use, reproduce, store, process and distribute as desired and may make available to third parties the analytical and statistical information derived from such data.

8. Delivery, Performance Schedules and Turnaround Times

8.1. Delivery dates, performance schedules and milestones, and other turnaround times for Services shall be as specified in the Service Order and are provided on the basis they constitute an estimate only.

8.2. Any delay for which You are responsible, including but not limited to delays in the delivery to Us of samples or other materials or

information required for the performance of Services, failure to timely communicate requirements for Our personnel performing on-site Services, late payment of fees hereunder, or other lack of adequate cooperation, shall exempt Us from any possible commitment or liability regarding turnaround, schedules, milestones, or delivery times.

8.3. At least fourteen (14) days prior to any scheduled on-site visit by Our personnel to a Customer facility, You shall notify Us of any applicable health screening, vaccination, or other personal wellness requirements, limitations or restrictions for on-site visitors; provided, however, that if You are subject to a government mandate to implement any such requirements within a period of time that is less than fourteen (14) days, You shall notify Us of such requirements as soon as reasonably possible. If You fail to disclose such information to Us in a timely manner and, as a result, We are unable to dispatch qualified personnel meeting Your requirements to Your site on the scheduled date, We shall not be liable in any way for missed deadlines or turnaround times arising as a result of such delayed site visit.

9. Crisis Management Services and Other Support

9.1. If You experience a Crisis Situation and request Our assistance to manage or otherwise address such Crisis Situation, We will designate certain of our personnel having expertise in the relevant area to (i) facilitate priority access for You to the applicable Services offered by Us (ii) to provide results of such Services and other updates and reports to You as needed throughout the Crisis Situation, and/or (iii) to provide such other expert guidance, advice and analysis as We may be qualified to provide to assist You in the resolution of the Crisis Situation. Such services shall be considered to be outside of the Services set forth in the Service Order and will be subject to additional fees as specified in clause 10 below.

9.2. If, for any reason other than improper performance by Us of the Services, You request or otherwise cause (including by way of legal requirement) Us to provide any type of Litigation Support, then We reserve the right to

seek compensation from You as set forth in clause 10 below.

10. Fees and Expenses

10.1. All fees for the Services shall be set forth in the Service Order, except as may be otherwise mutually agreed upon by the parties in writing.

10.2. In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning as their definition in that Act. The parties must comply with the GST Act. Unless otherwise stated in the Service Order, all prices for the Services are expressed in Australian dollars, and all amounts payable are exclusive of GST. If GST is payable on a taxable supply, the taxable supply will be increased by the GST amount and You will pay Us the GST amount. We will supply You with a Tax Invoice.

10.3. If the Term of the applicable Service Order exceeds one calendar year and despite otherwise specified in the Service Order, MNAQ reserves the right to increase fees, expenses, costs, additional activities and services, inclusive of travel and accommodation on an annual basis, effective as of the first day of the second calendar year of the Term based on the most recent Australian Consumer Price Index (All Groups).

10.4. After prior notice to You, prices may be increased during the performance of the Services in the event of a change in applicable regulations, industry standards, material increase in the cost of raw materials, or other factors beyond Our control which result in an increase in the cost of providing the Services.

10.5. You shall be responsible for all of the following costs and expenses, as applicable, regardless of whether such are specified in the Service Order:

- (i). Any costs, bank fees, or other services fees associated with the transfer of funds internationally;
- (ii). If You require Us to submit invoices through a third party billing system, any and all fees associated with Our use of such system;
- (iii). All reasonable expenses incurred by Us for destruction, return, and/or transfer of samples and other Customer Content, confidential information, and other records provided in connection with the Services;

(iv). Any storage costs in the event that You require storage of Customer Content or any other records provided in connection with the Services beyond Our standard retention term.

10.6. Any reissue or amendment of a Service Report at Your request in accordance with clause 4.5 above may be invoiced to You at a reasonable rate to be determined by Us at Our absolute discretion.

10.7. You shall pay all reasonable legal fees, expenses and other costs related to any Services or other assistance provided by Us to You in connection with clause 9 in addition to such reasonable service fees as We may apply.

11. Payment terms

11.1. Unless otherwise stated in the applicable Service Order, You shall pay Us for performance of the Services and all related expenses in accordance with Our invoices, which shall be paid within thirty (30) days of the end of the month from which the invoice is dated. Your failure to contest any invoice within fifteen (15) days prior to the due date shall be deemed as Your acceptance of the total amount of such invoice. No discounts shall be granted for early payment, and You shall not be entitled to reduce payment of invoiced amounts by any amounts due to You by Us.

11.2. Any balance remaining unpaid after the due date may be automatically subject, without reminder or prior notice, to a daily service charge of 1.5% which will run from the day following the due date until payment. In no event shall such charge exceed the rate permitted by applicable law.

11.3. Your failure to make payments within the time specified in the Tax Invoice shall be deemed an event of default under these T&Cs, and all amounts owed by You will become immediately due and payable without prior notice, and We may, in Our sole discretion, postpone, suspend or terminate the Contract and any outstanding Service Orders. If legal action or collection proceedings are necessary to enforce Your payment obligations, You shall be liable for Our costs of collection, including any collection agency retention costs, court costs and lawyer's fees.

11.4. Subject to compliance with any applicable privacy and personal data protection laws and regulations, We reserve the right, at any time during the Contract, to require You to provide information on Your solvency and/or satisfactory security for performance of Your obligations under the Contract. If You fail to furnish satisfactory information or security upon such request, We may, at our sole discretion, postpone or suspend further performance of Services or terminate the Contract and/or any outstanding Service Orders. We may require You to provide credit details for payment on dispatch of the Results. In this case, We agree to comply with the relevant Privacy Legislation to the extent it applies to Your Personal Information.

12. Confidentiality

12.1. All information of any type, discussed or disclosed, in writing, orally or visually, by Us and/or You, as part of the negotiation or performance of the Contract or the Contract itself, including these T&Cs, are subject to the confidentiality obligations set forth herein in relation to Confidential Information for the duration of the Contract and the five (5) years following its termination for any reason. The Confidential Information of MNAQ expressly includes, without limitation, the Software Systems and the Intellectual Property rights related thereto. The contents of any Service Report or Results furnished by MNAQ shall be the Confidential Information of Customer.

12.2. Without prejudice to the right granted to MNAQ to use the Customer Content under these T&Cs, neither party may disclose, without prior written consent of the other party, the other party's Confidential Information to any third party, other than its duly authorised representatives, advisors, subcontractors, affiliates, employees or agents on a need to know basis for the purpose of the Contract and who are bound by obligations substantially similar to those stated herein.

12.3. The confidentiality and non-use obligations hereunder shall not apply to information which (a) was in possession of the recipient prior to transmission by the discloser; (b) was or became accessible to the public through no fault of the recipient; (c) the recipient receives in good faith

from a third party entitled to disclose it; or (d) is independently developed by the recipient, without reference to information received hereunder. In the event that either party is required by mandatory reporting obligations, applicable law or regulation or by legal process to disclose any confidential information, such party shall provide the other party with prompt notice of such request, unless otherwise prohibited.

12.4. Notwithstanding any contrary provision, You authorise Us to retain in our confidential files (a) one hard copy of Confidential Information provided by You and/or one copy of any notes, reports or summaries written by Us that includes the Customer's Confidential Information, exclusively for recordkeeping purposes or as required by internal compliance policies, and (b) Confidential Information in electronic form for which extraction and deletion from Our system is difficult or technically impossible.

13. Intellectual property

13.1. Unless prior written consent is obtained, the parties acknowledge that they do not acquire any ownership rights over any Intellectual Property used by a party in connection with the Services. Except to the extent specifically set forth in these T&Cs or in a Service Order, no right to license whatsoever, either express or implied, is granted with respect to any Intellectual Property now or hereafter owned or controlled by You or Us, and under no circumstances will You have any rights in or to any Software System except for (as applicable) a limited licence for use. The parties expressly reserve all rights not otherwise specifically granted hereunder or in a Service Order.

13.2. You shall not, without Our prior written consent, (i) use Our name, trademarks, or logo; (ii) use any Application, Results or Service Report in any manner which may cause harm to Our reputation and/or Our business; or (iii) use for commercial purposes any training materials that may be given to You and for which We retain the Intellectual Property rights.

13.3. You will retain intact and will not modify or remove any of Our accreditation bodies', licensors', or providers' trademarks, service marks, logos, copyright and/or trademarks designators or makings, or other ownership

indicators from any Service Reports or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays of any Software System. In particular, no Service Report shall be altered such that any accreditation body trademark, appearing thereon is separated from Our name.

13.4. We and/or our third party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to all Intellectual Property relating to the Applications, Application Platforms, Application Dashboards, and all enhancements, revisions, updates, modifications, supplements, interim works and derivative works thereto. From time to time, You may provide information to Us on which We may partly rely to design, structure or develop a Development, and You hereby consent to Our use of such information to design, to structure or to determine the scope of such Developments. You acknowledge and agree that You may not claim any right of ownership or Intellectual Property rights over any such Developments, and any such Developments shall be, and shall remain, the sole and exclusive property of Us.

13.5. You expressly authorise Us to use and reproduce, without charge, Your name and logo in accordance with Your specifications as a commercial reference for Our marketing purposes solely in connection such marketing activities; provided, however, that You shall be entitled to withdraw such consent at Your absolute discretion upon giving Us written notice. Following termination of the Contract for any reason or earlier withdrawal of Your consent, We shall be permitted to continue using any printed format media that has been already printed before such termination or withdrawal and which include a reproduction of Your name and/or logo. For any such use of Your name and/or logo made on Our website, We undertake to withdraw these within thirty (30) days following Your request.

14. Limitation of liability

14.1. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL TERMS, CONDITIONS, AND WARRANTIES (INCLUDING, WITHOUT

LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE) RELATED TO THE SERVICES, A SERVICE ORDER, THESE T&Cs OR OTHERWISE ARE DISCLAIMED AND EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH WARRANTIES WOULD CONTRAVENE APPLICABLE LAWS OR CAUSE ANY PART OF THESE T&Cs TO BE VOID. MNAQ MAKES NO WARRANTIES, OWES NO OBLIGATIONS, AND BEARS NO LIABILITIES TO YOU OTHER THAN THOSE CONTAINED HEREIN OR TO THE EXTENT REQUIRED BY LAW.

14.2. THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES WILL CONFORM TO THE SPECIFICATIONS FOR A TERM EQUAL TO THE WARRANTY PERIOD STATED IN THE SOFTWARE SYSTEMS' USER DOCUMENTATION. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS STATED IN THE FOREGOING SENTENCE, THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. IN ADDITION, THE CUSTOMER EXPRESSLY AGREES THAT ACCESS TO THE SOFTWARE SYSTEMS MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SOFTWARE SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS.

14.3. MNAQ MAKES NO WARRANTIES REGARDING, AND DISCLAIMS ALL LIABILITY FOR, THE ACTS OR OMISSIONS OF THIRD PARTIES, ANY MATERIALS PROVIDED BY THIRD PARTY LICENSORS, HOSTS OR PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.

14.4. Certain Laws may imply guarantees, warranties or impose obligations upon Us that We cannot exclude, restrict or modify. Accordingly, save for any remedies prescribed under the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (to the extent applicable) Our liability to You for breach of this Contract, any implied warranties, or for any negligence or other wrongdoing in the performance of the Services or otherwise related hereto, is limited to either re-performing the Service challenged or refunding the total fee paid in respect of that part of the Service.

14.5. We will under no circumstances be liable, in any manner whatsoever, for any indirect, special, incidental, punitive or consequential loss or damage, including but not limited to costs of recovery or loss of business, data, revenue, profits, interest, opportunity, image or customers, suffered by You or any third party however caused and based on any theory of liability including but not limited to, breach of contract, tort (including negligence) or violation of statute, whether or not We have been advised of the possibility of such damages.

15. Indemnity

15.1. We agree to defend, indemnify and hold harmless You, your directors, officers, representatives, agents, employees and contractors from and against any and all Claims if We have received written notice thereof not later than six (6) months after the date of Your knowledge of the relevant Claim which (i) is the proven direct result of Our willful misconduct or fraud in connection with the performance of the Services or (ii) results from a third party claim that any Application in unmodified form infringes or misappropriates such third party's proprietary Intellectual Property rights; provided, however, that the indemnity in this

subparagraph (ii) shall not apply if the alleged infringement arises from: (A) use of Application other than within the applicable Software System; (B) use of any Application that has been modified or merged by You with other programs; (C) Us following Your designs, specifications or written instructions; (D) the use of any Application in combination with other software or hardware not provided or approved by Us; or (E) the Customer Content processed by or stored within the Application.

15.2. You agree to defend, indemnify and hold harmless Us, our affiliates and each of our respective officers, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (except to the extent of any required indemnity of You by Us pursuant to Clause 15.1 above) (i) the performance of the Services in accordance with these T&Cs or any Service Order; (ii) Your use of any products reviewed or analysed by Us; (iii) the use of the Results or Service Reports or any other data or analysis provided by Us hereunder; (iv) any Customer Content; or (v) any unauthorised use of or access to the Software Systems.

16. Personal Information

16.1. The parties:

16.1.1. acknowledge that they may need to manage Personal Information of individuals under or in service of the Contract to facilitate its operation, or for specific purposes otherwise agreed between the parties, including for the purpose of performing its obligations under the Service Order (**Managing Personal Information**); and

16.1.2. must comply with the Privacy Act in Managing Personal Information.

16.2. Without limiting clause 16.1.2, , neither of the parties may engage or permit any third party to engage, in any act or practice in Managing Personal Information that:

16.2.1. contravenes or causes the other party to contravene any provision of the Privacy Act; or

16.2.2. is an interference with the privacy of an individual.

16.3. A party must notify the other party promptly if in Managing Personal Information it becomes

aware of, or is subject to any allegation or regulatory investigation concerning any actual or suspected:

16.3.1. eligible data breach;

16.3.2. breach of an Australian Privacy Principle; or

16.3.3. interference with the privacy of an individual; or contravention of the Privacy Act.

16.4. Following any notification under clause 16.3 the parties must cooperate diligently and in good faith with each other, so far as lawfully permitted, to resolve the matter including undertaking any action required to enable the rectification of any such breach, interference or contravention.

16.5. A party must on request by the other party provide such information as the other party may reasonably request about its processes and practices for ensuring compliance with the Privacy Legislation and this clause 16. This clause 16.5 is expressly restricted to processes and practices for ensuring compliance with the Privacy Legislation and this clause 16. Any information requested must be closely related to compliance with the aforementioned subject matter. The parties undertake to always process personal data in accordance with all applicable Privacy Legislation and these T&Cs. If one Party considers that an instruction by the other Party constitutes a breach of the Privacy Legislation, it should immediately notify the other Party.

16.6. For the purpose of clause 16.5, the Customer acknowledges that it has been fully informed of the privacy policy with regard to Managing Personal Information by MNAQ within the framework of the Contract (available at <https://www.merieuxnutrisciences.com/privacy-notice/> which may be updated from time to time). The privacy policy stipulates the process is as follows:

Description of the processing:

i. **Use and Handling of Personal Information:** MNAQ will only use and handle Personal Information for the sole purpose of performing the Services. MNAQ will act solely on behalf of and under Your instructions, and in accordance with these T&Cs..

ii. **Description of Personal Information :** surname, name, postal address, email address, phone number, occupation, company, IP address, and any other data classified as “personal information” under the *Privacy Act 1988* (Cth). .

iii. **Collection and Storage of Personal Information:** Personal Information collected and handled by MNAQ during the term of the Contract will be stored and archived by MNAQ for a period equivalent to the legal storage obligations to which MNAQ is subject.

iv. **Transfer of Personal Information:** MNAQ shall not transfer any Personal Information to a country outside the Area of Origin, unless the Customer has expressly authorised such transfer in writing. Notwithstanding the above, MNAQ is expressly authorised to transfer Personal Information under the Contract to one or more of its affiliates, whether located or not within the Area of Origin, involved in the processing and more broadly in the performance of the Services. Transfers of any Personal Information outside the Area of Origin may only occur in accordance with the Privacy Legislation. Customer acknowledges and agrees that MNAQ uses external service providers located in the United States for (A) storing and hosting some of its data; and (B) the operation of its Customer Relation Management (CRM) system.

16.7. Accessing and correcting your Personal Information: You have a right to access your Personal Information, and to request MNAQ to correct your Personal Information if it is incorrect, inaccurate, incomplete or out of date. All requests must be in writing and sent to dpo@mxns.com and will be responded to within a reasonable time. The technical and security measures to protect You are set out in the Privacy Policy available at <https://www.merieuxnutrisciences.com/privacy-notice/> which may be updated from time to time.

16.8. The provisions of this clause 16 shall survive termination or expiry of the Contract.

17. Ethics & Compliance

17.1. You represent and warrant that (i) You are in material compliance with all applicable (a) export and data privacy laws and regulations of any relevant jurisdiction with respect to Your use of any Software Application and the related Software System, and (b) controlled substances laws and regulations of any relevant jurisdiction. such as the U.S. Controlled Substances Act (21 U.S.C. Ch. 13, § 801 et seq); You further represent and warrant (ii) neither You nor, to Your knowledge, any owner, director, officer, agent, employee, affiliate, contractor or supplier of the Yours is named on any Commonwealth, U.S. or EU Government Consolidated List. Further, You shall not permit your users or suppliers to receive Services or access or use any Results, Service Report, or Software System in a Commonwealth, U.S. or EU embargoed country or in violation of any Commonwealth, U.S. or EU export law or regulation.

17.2. Each party will comply with all applicable anti-bribery, anti-corruption and modern slavery laws including, but not limited to the *Criminal Code 1995* (Cth), the *Modern Slavery Act 2018* (Cth) and all relevant documents published under it and the French anti-corruption laws (so-called “Sapin II Law”), as each may be amended from time to time. Each party also further acknowledges and agrees it shall adhere to the principles governing relationships among business partners as set forth in MNAQ’s Code of Conduct posted at <https://www.flipsnack.com/merieuxnutrisciences/code-of-conduct-m-rieux-nutrisciences/full-view.html> or successor MNAQ website. Each party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or item of value from the other party in connection with the Contract, excluding reasonable gifts and entertainment provided in the ordinary course of business.

17.3. The parties hereby commit to be in compliance with the internationally recognized standards, guidelines and principles of corporate social responsibility that have been endorsed or are supported by the parties, and each party should encourage enterprises operating within its territory or subject to its jurisdiction to

voluntarily incorporate these standards, guidelines and principles into their business practices and internal policies. These standards, guidelines and principles address issues such as labour, environment, gender equality, human rights, and community relations.

17.4. In no event will either party be obligated under the Contract to take any action that it believes, in good faith, would cause it to be in violation of any Laws, rules, ordinances or regulations applicable to it.

17.5. You agree that promptly upon becoming aware of any violation or potential violation of applicable Laws or ethics standards pertaining to the Services or the relationship between the parties, You shall report such violation to Us at <https://integrity-line.mxns.com/>.

17.6. If necessary and in accordance with applicable law, You will cooperate with local, state, federal and international government authorities with respect to the Services.

17.7. Notwithstanding any other provision in these T&Cs, We may immediately terminate the Contract and/or deny Services for noncompliance with applicable Laws or in the event any circumstance arises which We determine, in Our sole discretion, could cause Us to violate any applicable Laws or otherwise presents a material risk to Our business or reputation.

18. Force Majeure

18.1. Neither party will be liable for any delay in performing or failing to perform any of its obligations under the Contract and or Service Order caused by a Force Majeure event.

18.2. The party claiming a Force Majeure event will promptly notify the other party in writing of the reasons for the delay or stoppage, the likely duration and the effect of the Force Majeure event on its ability to perform any of its obligations under the Contract and or Service Order and will take all reasonable steps to overcome the delay or stoppage.

18.3. If that party has complied with clause 18.2 its performance under the Contract and or Service Order will be suspended for the period that the Force Majeure event continues, and the party will have an extension of time for performance which is reasonable with regards to such delay or stoppage.

- 18.3.1. Any costs arising out of the delay or stoppage will be borne by the party incurring those costs;
- 18.3.2. Either party may, if the delay or stoppage continues for more than 28 continuous days, terminate this Contract with immediate effect on giving written notice to the other party; and
- 18.3.3. The party claiming the Force Majeure event will take all necessary steps to bring the Force Majeure event to a close or to find a solution by which the Contract and or Service Order may be performed despite the Force Majeure event.

19. Termination

- 19.1. The Contract and any open Service Orders may be terminated by Us with thirty (30) days written notice.
- 19.2. Either party may terminate the Contract and any open Service Orders with immediate effect where the other party undergoes an Event of Insolvency, save for the operation of the ipso facto rules (to the extent which they apply).
- 19.3. We may terminate the Contract and any open Service Orders immediately if:
 - 19.3.1. You commit a material breach of this Contract or are in default of any warranty made in respect of this Contract; and
 - 19.3.2. You fail to remedy such breach or default within seven (7) days of receiving Our notice specifying the breach or default and requesting remedy of the same.
- 19.4. If the Contract or any outstanding Service Orders are terminated, We shall be paid in full for all Services performed through to the termination date, and You shall be provided with a report of Services conducted prior to termination.

20. General conditions

- 20.1. Except as otherwise agreed by the parties in writing, any and all sums of money payable under the Contract are to be paid in Australian dollars.
- 20.2. You may not delegate, assign or transfer all or part of the Contract without Our prior written consent. We may assign or transfer this Contract at any time, to any of its affiliates, provided such affiliate assumes Our obligations hereunder, thereby releasing Us from any future

obligations. For the avoidance of any doubt, this clause 20.2 applies to circumstances where the Customer is contemplating or likely to be subject to or has undergone a Change of Control event. When the Customer contemplates undergoing a Change of Control event, notification must be sent to Us at least two (2) months prior to the Change of Control event and if the Customer fails to do so MNAQ may terminate this Contract with immediate effect.

- 20.3. We may subcontract some parts of the Services to other qualified third parties, provided that such third parties comply with Our obligations as set forth herein.
- 20.4. Notwithstanding any other clause as contained in these T&Cs, We shall not be liable for delays or other problems caused by unforeseen circumstances, compliance with governmental requests, Laws, regulations, or breakage or failure of equipment or apparatus, or any other event beyond Our reasonable control.
- 20.5. It is not intended that any of the provisions of this Contract shall benefit, and it shall not be construed that these provisions benefit or are enforceable by, any other third parties.
- 20.6. The relationship between the parties hereunder is of independent contractor and principal and neither party can make a commitment on behalf of the other. No partnership, joint venture, agency, or mandate is created through the provision of the Services.
- 20.7. Each party, at its own expense, shall maintain adequate insurance coverage with respect to its responsibilities under the Contract.
- 20.8. Any modification to the Contract shall be done by a written agreement signed by the parties. The obligations set forth in clauses 1, 2, 4, 5, 6.1, 6.2, 7, 12, 13, 14, 15, and 20 shall survive the termination of the commercial relationship between the parties.
- 20.9. In the event that any of the provisions of the Contract are or become null or void, such provisions shall be deemed to have been deleted from the Contract and the remaining provisions hereof shall remain valid and enforceable. If, at any time, We do not avail ourselves of any of these provisions, this shall not be construed as a waiver of the subsequent implementation of such provisions.

20.10. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the relevant party at the addresses nominated by the parties and reflected on the relevant Service Order (or any such address as the receiving party nominates in writing). All Notices shall be delivered by personal delivery, nationally recognised overnight courier (with all fees pre-paid), e-mail or other form of electronic transmission (with confirmation of the transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided hereunder, a Notice is effective only (a) upon receipt of the receiving party (unless the Notice was provided by means of electronic transmission in which case confirmation of the transmission by the sending party’s email portal), and (b) if the party giving the Notice has complied with the requirements of this section 20.11.

20.11. If this Contract requires execution by the parties, the Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. When executing the Contract, the parties may do so electronically in which case each signed counterpart (in the event the parties electronically execute counterparts) may be exchanged by way of electronic transmission.

20.12. If the Customer consists of more than one person or corporate body, these T&C and any Service Order binds all Customer parties jointly and each Customer party severally.

20.13. In this Contract, a reference to the singular includes the plural and vice versa. The words “**include**” and “**including**” are to be construed without limitation. Unless otherwise expressly stated, the words “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**”, “**therein**”, “**thereby**”, “**thereunder**”, “**thereto**”, “**thereof**”, “**therewith**” and similar words refer to this Contract as a whole and not to any particular section, clause, or subsection or otherwise.

20.14. The validity, interpretation and performance of this Contract shall be governed by the laws of the State of Victoria, Australia.