

Appendix for Labeling Services

These Supplemental Terms and Conditions for Labeling Services (the “**Labeling Services Terms**”) are appended to the MXNS Expert Partners Netherlands General Terms and Conditions for Services available at <https://mxns-expertpartners.com/algemene-voorwaarden> (the “**General T&Cs**”) and apply to all contracts for the performance of food label and regulatory compliance services (“**Labeling Services**”) by MXNS Expert Partners Netherlands. These Labeling Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Labeling Services entered into between Customer and MXNS Expert Partners Netherlands. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

The Service provided by MXNS Expert Partners Netherlands only consists in a label check (“**Label Check**”) meaning the verification of the labeling in accordance with the Laws and legal requirements for food safety in the country selected by the Customer at the time the Service Report is sent. MXNS Expert partners Netherlands does not assess, within the context of the Label Check, whether or not the Customers’ label complies with Laws of the country selected by the Customer and/or whether or not, the information on the label exposes the Customer to claims by third parties”.

1. Ownership and Intellectual Property.

If MXNS Expert Partners Netherlands requires information from Customer for the execution of the Labeling Services, the term for the execution does not begin before the Customer has supplied MXNS Expert Partners Netherlands with the correct and complete information.

2. Cancellation or Postponement

2.1 In the event that the Customer postpone or cancel, less than 72 hours before the beginning of a Labeling Service, an assignment granted to MXNS Expert Partners Netherlands, MXNS Expert Partners Netherlands is empowered to terminate the assignment. MXNS Expert Partners Netherlands shall then be entitled to charge the Customer a fee equivalent to 30% of the amount MXNS Expert Partners Netherlands and Customer agreed to in the Quotation.

2.2 Should the Customer, for any reason, terminate an assignment granted to MXNS Expert Partners Netherlands, MXNS Expert Partners Netherlands is authorized to invoice all work performed up to the termination date. This invoiced amount shall include an additional 30% markup, reflecting what MXNS Expert Partners Netherlands would have charged the Customer had the assignment not been prematurely terminated. In cases of a lawful termination, MXNS Expert Partners Netherlands will not exceed billing more than 100% of the amount specified in the Quotation. In the event of an unlawful termination of the assignment, MXNS Expert Partners Netherlands will invoice 100% of the amount agreed upon in the Quotation and reserves the right to seek compensation for damages from the Customer.

2.3 Customer agrees that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

3. Contract Extras

3.1 If any changes or additions are made at the Customer's request or that are necessary in MXNS Expert Partners Netherlands's opinion and

have an effect on the volume of the work agreed within the framework of the Service Order changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS Expert Partners Netherlands' rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Service Order, MXNS Expert Partners Netherlands shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2 The arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MXNS Expert Partners Netherlands and the Customer may be affected due to additions or changes to the Service Order.

4. Service Reports

4.1 If Customer has designated in the Service Order a third party entitled to receive copies of MXNS Expert Partners Netherlands' Service Reports or Deliverables (each, a (“Third Party”), then the reception of any report by Third Party is not contingent on the content of the report or any consideration by Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

4.2 Any Service Reports and Deliverables and other outcomes of the Labeling Services provided to Customer shall be based on information supplied by the Customer, its vendors, and their respective representatives to MXNS Expert Partners Netherlands, and any information and analysis regarding regulatory compliance shall be based on the laws and regulations in effect as of the date of the applicable Service Report or Deliverables. MXNS Expert Partners Netherlands can rely on the understanding that information provided to MXNS Expert Partners Netherlands by Customer's authorized third parties, designated by the Customer in the course of executing an assignment, has been coordinated with the Customer by those Customer authorized third parties and is also accurate and complete. MXNS Expert Partners Netherlands will not perform any Testing Services or any analysis on the products whose label shall be checked.

4.3 MXNS Expert Partners Netherlands is not responsible for erroneous reports due to inaccurate or incomplete information provided by the Customer.

4.4 Any amendments or changes in the interpretation of the current legislation or regulations or other relevant changes following the delivery of the Service Report are not included in the Contract and/or Labeling Service, and MXNS Expert Partners Netherlands shall not be liable for such.

4.5 MXN Expert Partners Netherlands is not obliged to investigate, unless this obligation is explicitly included in the Quotation (a) whether more than one language is spoken in a country and; (b) in which language the label should be composed;

4.6 After the delivery of the Service Report, MXNS Expert Partners Netherlands is not obliged to inform Customer of amendments to the laws or regulations that could make the Deliverables or Service Report previously delivered to Customer invalid, and MXNS Expert Partners Netherlands is no longer obliged to monitor Customer's labels for compliance.

4.7 The recommendations provided in the Service Report are expressed according to professional standards in order to ensure their clear evaluation, in accordance with the regulations and best practices in force at the date of issue of the Service Report.

4.8 The total, cumulative liability of MXNS Expert Partners Netherlands will never exceed two thousand and five hundred (2,500) euros per Label Check.

4.9 MXNS Expert Partners Netherlands liability due to corruption, destruction or loss of the Customers' labels, reports, files, information, documents or other information carriers is excluded, unless they are caused by gross negligence or intentional misconduct on the part of MXNS Expert Partners Netherlands.

4.10 The Service Report contains the results of the Label Check. The Service Report is solely intended for the creation of a label.

4.11 MXNS Expert Partners Netherlands only performs a Label Check. By conducting a Label Check, MXNS Expert Partners Netherlands does not render an opinion on whether the Customer is in compliance with all legal requirements and Laws applicable to Customer's products, production methods, services, and business operations. Customer is advised to consult a properly qualified, knowledgeable attorney or other legal expert who is fully aware of Customer's particular circumstances to assess the legal impact of using the label on Customers' business operations.

5. Intellectual Property

Any copyright rights related to the content of the Deliverables that may have been created by MXNS Expert Partners Netherlands specially for the Customer in the course of the Services, is assigned to Customer. Customer will then have the right to use, reproduce, adapt this content on any support, with any means, for whatever need especially for the accomplishment of any required formalities and procedures, for all the duration of the copyright, free of charge or not, all over the world.