

CERTIFICATION SERVICE CONTRACT

1. PARTIES

1.1. The **IBD CERTIFICAÇÕES LTDA.**, limited liability company, headquartered at Rua Amando de Barros, nº 2.275, Lavapés, Botucatu, SP, CEP 18.602-150, registered under tax identification number (CNPJ/MF) nº 10.555.952/0001-25, hereinafter referred to as "CONTRACTED PARTY", herein determines the rules and conditions governing relationships with individuals or legal entities that become the "CONTRACTING PARTY" of the services provided upon signing of the present "CERTIFICATION SERVICE CONTRACT", and by way of the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES".

2. PURPOSE

2.1. This instrument has as its purpose the provision of certification services by the CONTRACTED PARTY, as described in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES", and in accordance with the most recent versions of the legal rules and standards of public or private character that directly influence certification results.

2.2. The CONTRACTING PARTY may file a complaint with the CONTRACTED PARTY for any matter related to the scope and certification schemes described in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES".

3. CONTRACTING PARTY OBLIGATIONS

认证服务合同

1.合同双方

1.1. IBD CERTIFICAÇÕES LTDA.总部位于 Rua Amando de Barros, n:2.275, Lavapés, Botucatu, SP, CEP 18.602-150, 注册号为 10.555.952/0001-25 (CNPJ/MF), 以下简称“IBD”, IBD 制定合同的规则和条件。签署本“认证服务合同”的个人或法人实体（以下称认证委托人）应遵守合同规定的规则和条件, IBD 将提供“认证服务商业计划书”。

2.目的

2.1. 本合同的目的 IBD 按照“认证服务商业计划书”所述的内容提供认证服务, IBD 执行的法律法规和规则为可直接影响认证结果的公共或私人的法律规则和标准的最新版本。

2.2. 认证委托人可就与“认证服务商业计划书所述范围和认证方案有关的任何事项向 IBD 提出申诉。”

- 3.1. The CONTRACTING PARTY assumes the following obligations:
- I - Observe relevant legislation, guidelines and other technical regulations relating to the certification of their products, keeping up to date in relation thereto;
- II - Establish and maintain an updated management system, adapted for the purpose of certification, which ensures compliance with the certification requirements and complete traceability, as well as provides information related to production, storage, processing, and acquisition and sales of certified product (s);
- III - Immediately notify the CONTRACTED PARTY of:
- any modification to the CONTRACTING PARTY's management, production or sales system, which may affect its capacity to meet certification requirements;
 - any violation of the certification conditions, which may affect certification of its product or of product received from suppliers or subcontracted service providers;
 - the production of any promotional material that contains certification scheme conformity logo(s), such as - but not limited to -labels, brochures, websites, etc. Before use, this material should be presented for approval by the CONTRACTED PARTY;
- IV - Notify the CONTRACTED PARTY regarding changes made to the composition of any processed product, obtaining approval prior to marketing, under penalty of liability by the CONTRACTING PARTY for legal provisions related to the certification schemes detailed in the "COMMERCIAL PROPOSAL for CERTIFICATION SERVICES";

3.认证委托人义务

3.1. 认证委托人承担以下责任：

- I-应遵守与其认证的产品相关的法律、指南和其他技术法规文件，并确保使用文件的最新版本；
- II-应持续改进管理体系的有效性，确保符合认证要求保持可追溯性，并提供与认证产品的生产、储存、加工、外购和销售有关的信息；

III-如有以下情况应立即通知IBD：

- 认证委托人在管理、生产或销售制度方面，任何可能影响其满足认证要求的变更；
- 任何违反认证要求的，或因来自供应商或分包商的产品对获证产品有印象的；
- 产品的带有标志的宣传材料，例如（但不限于）标签、宣传册、网站等。使用前，该材料应提交IBD并得到批准；

IV-根据“认证服务商业计划书”的规定认证委托人在销售前，如加工产品的成分变更，应通知IBD并获得批准。

- V - Allow the CONTRACTED PARTY, accreditation agencies and regulatory bodies unrestricted access to all installations, certified and uncertified production areas, and other units related to the activity to be certified, as well as to related records and documents, including financial records, internal audits and employee records for all units;
- VI - Make all payments foreseen in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES" on or before respective due dates.;
- VII - Allow the CONTRACTED PARTY to subcontract lab analysis, audits and other services that are not part of the CONTRACTED PARTY's business activities;
- VIII - Allow the CONTRACTED PARTY to keep copies of files related to the certification process for as long as required under the certification scheme;
- IX - Keep records of complaints related to certification, taking appropriate action and documenting actions taken;
- X - Do not use product certification in such a way as to discredit the CONTRACTED PARTY, and do not make any claim regarding certification that may be considered misleading or unauthorized by the CONTRACTED PARTY;
- XI - If the CONTRACTING PARTY provides copies of certification documents to a third party, these should be provided in their entire content and the CONTRACTED PARTY should be notified;
- XII - If certification standards are violated, accept the enforcement of applicable measures foreseen by the certification scheme and penalties listed in item 10 of the present instrument.; and
- XIII - If the CONTRACTING PARTY loses certification, their clients must be notified immediately in writing, in order to guarantee that any mention regarding certification of the product (s) is removed from all promotional material used, whenever applicable.

V-允许IBD、认可机构和监管机构不受限制地进入所有场所，包括认证范围内和不在认证范围内的生产区域以及认证活动相关的其他单位，相关记录和文件，包括所有单位的财务记录、内部审核记录和员工记录；

VI-在指定日期之前支付“认证服务商业计划书”中的所有款项。；

VII-允许IBD将检测实验室、审计和其他不在IBD业务范围内的服务分包出去；

VIII-允许IBD在规定的时间内保留与认证过程有关文件的复印件；

IX-保存与认证有关的投诉记录，采取适当处理并记录；

X-不得以损害IBD名誉的方式使用产品认证证书，不能以误导方式进行宣传，或未经授权IBD授权声明已获得IBD认证；

XI-如果认证委托人向第三方提供证明文件的复印件，应当提供认证文件的全部内容，并将提供的内容通知IBD；

XII-如果违反认证标准，应同意执行本合同第10项所列认证处罚规定的适用措施。

XIII-如果认证委托人失去认证资质，必须立即书面通知其客户，以保证从所有宣传材料中删除有关产品获得认证的相关内容。

4. **CONTRACTED PARTY OBLIGATIONS**

4.1. The CONTRACTED PARTY has the following obligations:

- I - To provide services in a diligent, independent and attentive manner, and always in accordance with quality standards set forth by regulatory bodies and accreditation agencies;
- II - To employ its best efforts in carrying out the services provided, as well as to carry out such services using the best practices required under applicable standards and procedures.;
- III - Provide guidelines and technical norms, as well as notify the CONTRACTING PARTY about procedures for certification;

- VI - To indicate technically qualified auditors capable of carrying out services for the CONTRACTING PARTY, and may even subcontract such services, maintaining the technical responsibility for such;
- VII - Carry out audits, with or without prior notice, in accordance with certification scheme guidelines or extraordinary determination set forth by the holder of the certification scheme, accreditation agency or regulatory body;
- VIII - In the case of certified product that represents a health risk to the population, given its nature as a public health problem, the competent authority should be notified in order to cease consumption of the irregular product.

4.2. The CONTRACTING PARTY recognizes that the certification requested encompasses materials related to food safety and/or public health, and that new rules established by regulatory and fiscal authorities, including

4. IBD 义务

4.1. IBD 义务：

- I-以积极、独立和周到的方式提供服务，并始终按照监管机构和认可机构规定的质量标准提供服务；
- II-尽最大努力提供服务，并使用适用标准和程序要求的最佳做法执行此类服务；
- III提供指南和技术规范，并向认证委托人告知认证程序；

- VI、选择有能力为认证委托人提供服务的专业的检查员，也可以将此类服务分包出去，并保持对此类服务的技术责任；
- VII-根据认证方案指南或认证方案，认证机构或监管机构规定的特别决定，在事先通知或不通知的情况下进行审核；
- VIII、对群体构成健康风险的认证产品，鉴于其属于公共卫生问题，应通知主管当局停止消费不合格产品。

4.2. 认证委托人承认要求的认证包括与食品安全和/或公共卫生的相关材料，并且应立即采用由监管和财政部门（包括认证机构或认证计划的持有

accreditation agencies or the holder of the certification scheme, should be adopted immediately. In this case the CONTRACTING PARTY does not have the right to: (i) receive recovery for resulting damages or lost profit; (ii) refuse compliance with the new rules, based on an eventual acquired rights argument.

5. VALIDITY

5.1. The present contract is valid for the time period specified in the “COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES” and may be revoked by simple notification in writing at least 30 (thirty) days prior to the start of the next certification period, under penalty of payment of all costs foreseen in contract.

5.2. If either of the Parties would like to modify any clause or condition in the present contract, there must be common agreement between the parts.

6. COST AND FORM OF PAYMENT

6.1. Services and the consequential authorization for use of conformity logos administered by the CONTRACTED PARTY are conditioned to the full payment of the amounts described in the “COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES”.

6.2. The following expenses will be the responsibility of the CONTRACTING PARTY, unless otherwise specified in the PROPOSTA COMERCIAL E DE PRESTAÇÃO DE SERVIÇOS DE CERTIFICAÇÃO: (i) issuance of certificates, photocopies, mail services, transportation services, and other expenses

者)建立的新规则。在以下情况下, 认证委托人无权: (i) 就由此造成的损害或利润损失获得赔偿; (ii) 以最终获得权利为理由, 拒绝遵守新规则。

5 有效期

5.1. 本合同在“认证服务商业计划书”中规定的期限内有效, 并可在下一个认证期开始前至少 30 (三十) 天通过简单书面通知进行撤销, 但需支付合同中规定的所有费用。

5.2. 如果任何一方想修改本合同的任何条款或条件, 双方必须达成一致意见。

6 费用和付款方式

6.1. 申请 IBD 认证及使用认证标识应支付“认证服务商业计划书”中所述全部金额。

6.2. 下列费用将由认证委托人承担, 除非在“认证服务商业计划书”中另有规定: (i) 证书、影印件、邮件服务、运输服务, 以及向认证委托人发送相关物品和文件所需的其他费用; (ii) 执行本合同所需的审核员的差旅费、

required for sending objects and documents of interest to the CONTRACTING PARTY; (ii) costs for travel, lodging, transfers, and food for auditors, necessary for carrying out the present contract; and (iii) extraordinary expenses, such as: visits, legally mandated unannounced audits, additional audits necessary for adding production areas and/or any other service not taken into account in audit planning and scheduling, collection and laboratory analysis, among other items that will be paid in advance by the CONTRACTING PARTY upon request.

6.3. If not otherwise specified in the “COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES”, a daily late fee in the amount of 2% (two percent) and daily interest charge in the amount of 0.33% (point thirty three percent) will be charged for overdue payments.

6.4. All and any service related to the purpose of the present contract will only be carried out by the CONTRACTED PARTY as long as the CONTRACTING PARTY is up to date with payments described in the “COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES”.

6.5. Once the time period specified in the “COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES” has ended, the costs specified in the item - Certification Administration Fee, and all its sub-items, are subject to change for all other certification periods, and until the termination of this contract, in accordance with the Table - Criteria and Prices for Certification Services, maintained by the CONTRACTED PARTY.

6.6. Upon signing of the present instrument, the CONTRACTING PARTY authorizes the audit companies, or auditors indicated by the CONTRACTED

住宿费、调动费和伙食费；(iii) 其他费用，例如：初访、规定的~~不~~通知检查费用，为增加生产区域和/或在检查计划和安排、收集和实验室分析中未考虑的任何其他服务所需的额外费用，以及认证委托人应要求提前支付的其他项目费用。

6.3. 如果“认证服务商业计划书”中未另行规定，逾期付款将收取 2%（百分之二）的日滞纳金和 0.33%（百分之三十三点）的日利息费。

6.4. 如认证委托人按照“认证服务商业建议书”中规定及时付款，IBD 将履行本合同目的有关的所有服务。

6.5. 如“认证服务商业计划书”中规定的周期结束，在周期内认证项目管理费及其所有子项目中费用可能会根据认证服务的标准和价格表（IBD 制定）改变，直至合同终止。

6.6. 在签署本合同后，认证委托人授权审核的公司或 IBD 指定的审核员向支付开展上述服务所需的一切费用、相关信息分析和编制审计报告所需的一切费用包括在“认证服务商业计划书”中。

PARTY, to bill the CONTRACTING PARTY directly for audit services, all expenses necessary for carrying out said services, analysis of related information, and the elaboration of audit reports, costs which are already included in the payments described in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES",

6.7. In the event that expenses described in the item above are paid, in total or in part, by the CONTRACTED PARTY, these will be reimbursed by the CONTRACTING PARTY, the amount being equal to the current price at the time the expenses occurred plus 40% to cover administrative costs and tributary fees incurred by the CONTRACTED PARTY.

7. TAXES AND FEES

7.1. All taxes, fees, contributions, duties, public costs, penalties, of any type or nature, required by any entity within the certified client's countries of location, and incurred as a direct or indirect result of the execution of this Contract, will be the exclusive responsibility of the client.

6.7. 如果上述项目中所述的费用全部或部分由 IBD 支付, 则这些费用将由认证委托人报销, 报销金额应在实际发生费用的基础上增加上 40%, 以支付产生的管理费用和其他费用。

7. 税费

7.1. 认证客户所在国家内的任何实体要求的、因执行本合同而直接或间接产生的任何类型或性质的所有税收、公共成本、罚款、关税、公共成本、罚款, 均由客户全权负责。

7.2. 合同双方在具有扣缴税款资格的情况下, 可以在税法或银行规则规定的数额内扣缴税款。应要求, 扣缴方有义务向另一方或另一方指定的任何

7.2. The Parties, whenever endowed with the status of tax withholder, may deduct and collect tax on payments made, within the amounts defined by tax law or bank rules. Whenever requested, the withholding party is obliged to provide the other Party, or anyone indicated by the other Party, with the documents necessary to prove withholding, and is required to add the withheld amount to the amount paid to the CONTRACTED PARTY such that said Party receives the TOTAL amount indicated by the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES", without deductions.

7.3. The CONTRACTED PARTY, whenever designated by tax legislation as joint and severally responsible for the collection of taxes of any nature, may require proof of collection from the CONTRACTING PARTY, with the right, in the case of refusal, to interrupt the provision of services until said requirement is fulfilled.

7.4. The cost of services herein contracted may be revised whenever, during the validity of the present instrument, one of the following events occurs: (i) creation of new fees, taxes or public costs; (ii) increase in the rates and values related to these charges; (iii) increase or creation of contributions, fees or payments, collected by national or international regulatory and accreditation agencies, which, in some way, will encumber the services under this Contract.

8. SUBCONTRATING

8.1. The CONTRACTING PARTY may subcontract services and the procurement of goods related to the implementation of this contract, in accordance with standards set forth in the contracted schemes, through a written and duly formalized contractual instrument, and through prior written

人提供证明扣缴的必要文件，并需要将扣缴的款项加到支付给签约方的款项中，以使 IBD 核算“认证服务商业计划书”的总额，而不作扣减。

7.3. 凡被税务立法指定为共同和各自负责征收任何性质的税款时，IBD 可要求认证委托人提供税收证明，如拒绝提供，IBD 有权中断提供的服务，直到上述要求得到满足。

7.4. 在本合同有效期内，凡发生下列事件之一，本合同项的服务费用可予修订：(i) 产生新的费用、税费或公共成本费用；(ii) 因收取费用二增加的费率和费用；(iii) 增加或产生的由国家、国际监管或认可机构收取的在某种程度上妨碍本合同提供服务的会费、费用或其他款项。

8 分包

8.1. 认证委托人可根据合同方案中规定，将与执行本合同有关的服务和货物采购分包，但需事先书面通知 IBD 并获得许可，分包程序需要满足下列要求：

notice to the CONTRACTED PARTY, as long as the following determinations are fulfilled cumulatively:

- I- The CONTRACTED PARTY is contractually permitted free access to installations belonging to the SUBCONTRACTED PARTY and to documents related to the certification process;
- II- The CONTRACTING PARTY takes full responsibility for third parties (contracted parties, national and international regulatory and accreditation agencies), in the case of eventual non compliances or irregularities in subcontracted goods and services, respecting, in all cases, the right to recourse by the CONTRACTED PARTY for problems provoked by subcontracting;
- III- The CONTRACTING PARTY contractually requires all its subcontracted parties to comply with the norms and technical rules laid forth by national and international regulatory and accreditation agencies, as well as by Brazilian legislation, if applicable, taking joint responsibility, without benefit of excussion before the CONTRACTED PARTY for any subcontracting activities;
- IV- The CONTRACTING PARTY must pay the CONTRACTED PARTY, or whomever this party indicates, in advance for all necessary expenses related to technical analysis, including laboratory costs, inspections or audits to be carried out at the installations or on the properties belonging to the Subcontracted Parties; and
- V- The CONTRACTING PARTY agrees, under penalty of rescission and the application of penalties foreseen in this Contract and in the law, to regulate

I-认证委托人允许 IBD 自由进入分包方的场所和审核与认证过程相关的文件；

II-无论在何种情况下，因分包产品或服务导致出现不符合或违规情况，认证委托人将对第三方（IBD、国家和国际监管和认可机构）完全负责，且 IBD 有权保留追责的权利；

III-按合同要求认证委托人所有分包方应遵守国家、国际监管和认证机构以及巴西法律（如适用）制定的规范和技术规则，对未经 IBD 同意的分包活动认证委托人应承担连带责任。

IV-认证委托人必须事先向 IBD 或其指定的任何人支付与技术分析相关的所有必要费用，包括实验室费用、分包方的现场检查或审核费用。

V-本合同及法律中所预见的解除合同的处罚和适用的处罚，认证委托人应规范和阻止其分包方 以任何方式或手段将分包方 IBD 的标识联系起来；

and prevent its subcontractors, in any way, form or means, from associating their image to the conformity logos administered by the CONTRACTED PARTY;

VI- The CONTRACTING PARTY is herein obligated to notify the CONTRACTED PARTY immediately of any breach in legal or contractual provisions by its subcontractor.

9. CONFIDENCIALITY

9.1. The Parties herein obligate themselves, their employees, workers, representatives, contractors, subcontractors, related persons or affiliates, parent companies, subsidiaries, branches, agencies, trustees, successors under any title, and assignor or assignees to:

I- Maintain complete assiduity and secrecy regarding Confidential Information, as well as to not reveal or spread to any individual or legal entity, nor to use, directly or indirectly, for personal advantage or other means, all and any Confidential Information that has been received or may come to be received, or which has become knowledge, as a result of carrying out the present Contract;

II - Not use Confidential Information for the diverse purposes of implementing this Agreement; and

III - Prevent or hinder the disclosure of Confidential Information obtained as a result of the implementation of this Agreement.

9.2. For the cases listed below, the CONTRACTING PARTY will allow the CONTRACTED PARTY to disclose certain information considered inherent to

VI-认证委托人有义务立即将其分包商违反法律或合同规定的情况通知 IBD。

9 保密

9.1. 本协议的各方当事人，其雇员，工人，代表，承包商，分包商，相关人员或附属机构，母公司，子公司，分支机构，代理机构，受托人，任何所有权下的继承人以及转让人或受让人有义务：

I-由于履行本合同而已获知的所有和任何保密信息应完全保密，不得向任何个人或法律实体披露或传播，也不得直接或间接地为获得个人利益或提高自己的知识，而泄密。

II-不得将保密的信息用于与本协议不同的目的

III-防止或阻碍因执行本协议而获得的保密信息的被泄密。

9.2. 对于下列情况，认证委托人将允许 IBD 根据认可和监管机构的规定将认证过程中固有的信息公开：

the certification process, respecting the standards set forth by accreditation and regulatory agencies:

- I. Data pertaining to the CONTRACTING PARTY, such as name, address, certified products, and certification scheme, included on the CONTRACTED PARTY's website;
- II. Data pertaining to the CONTRACTING PARTY and to the CONTRACTING PARTY's certification process whenever required by the certification scheme, the accreditation body, the holder of the certification scheme, the regulatory authorities, another certification agency (for the purpose of transferring certification or double certification), or by government authorities and competent accreditation authorities, whenever there is a possible public health risk from the consumption of certified product, and in the case of certification suspension or cancellation that prevents the free marketing of products with the certification claim.

9.3. For compliance with this clause, Confidential Information is considered to be all the information made available or provided through documents, reports, summaries, memos, notes, surveys and research, including, but not limited to data, plans, specifications, technical information, "know-how", technical studies or data, and audit reports.

10. PENALTIES

10.1. If the CONTRACTING PARTY fails to comply with any conditions and obligations set forth in the present instrument, in the CONTRACTED PARTY's standards and technical regulations, or in the rules and decisions issued by the national and international inspection and accreditation bodies, the

1. 与认证委托人有关的信息，如网站上的名称、地址、认证产品和认证方案；

2. 认证过程中，只要认证计划、认证机构、认证计划持有人、监管机构、另一认证机构（用于转让认证或双重认证）或由政府当局和主管认证当局有要求，在认证产品可能造成公共健康风险的情况下，在暂停或取消认证的情况下，有获证产品不应随意销售。

9.3. 为遵守本条款，保密信息被包括提供的文件、报告、摘要、备忘录、注释、调查和研究提供的所有信息，包括但不限于数据、计划、规范、技术信息、“专有技术”、技术研究或数据以及审计报告。

10 处罚

10.1. 如果认证委托人未遵守本合同条款、IBD 的标准和技术法规或国家、国际监管组织、认可机构发布的规则和决定中规定的任何条件和义务，认证委托人将承担下列处罚，但不影响现行法律规定的行政、民事和刑事处罚。

CONTRACTING PARTY will be subject to the following penalties, without prejudice to administrative, civil and criminal penalties foreseen in current law.

I- Notification, that the noncompliance is a result of minor offenses related to the delay in sending documents and information, provided that the lack of such information does not compromise the certification process;

II- Fine, of up to 20% (twenty percent) of the invoiced value (sales) obtained illegally during the year prior to the offense, as a result of irregularities in the production and sales process, omission of information essential to the normal certification process, the provision of inaccurate information that directly interferes in the certification decision, or the repetition of prohibited practices previously identified by the CONTRACTED PARTY;

III-Suspension or cancellation, of conformity certificates and license(s) to use conformity logos, and the consequent prohibition of the marketing and sales of processes, products or services, objects of the suspension or cancellation. During the suspension, the CONTRACTING PARTY's information will be removed from the CONTRACTED PARTY's website client list. Other disclosures will be made as required by the rules of accreditation and regulatory agencies;

IV-Termination, of this contract in accordance with Clause 11^a below, and immediate withdrawal of the company's data from the CONTRACTED PARTY's website. Other disclosures will be made as required by the rules of regulatory and accreditation agencies;

10.2. The above penalties may be applied cumulatively, as a result of the seriousness of the offense committed by the CONTRACTING PARTY.

I-告知，因与延迟发送文件、信息和轻微违规行为造成的不符合，前提是缺少此类信息不会影响认证过程；

II-罚款，因生产、销售过程中的违规行为，遗漏正常认证过程所必需的信息，提供直接干扰认证决定的不准确信息，或不符合项再次发生，最高处以违法前一年非法获得的发票金额（销售额）20%的罚款决定。

III-暂停或撤销证书，并禁止使用标识，不得再继续销售和销售过程、产品或服务。暂停期间，IBD 将在网站中删除认证委托人的信息。并按照认可和监管机构的规定公开暂停信息；

IV-根据合同第 11 条终止本合同，IBD 将在网站中立即删除认证委托人的信息。并按照认可和监管机构的规定公开终止合同信息。

10.2. IBD 可根据认证委托人违规的程度执行或累加上述惩罚。

10.3. Financial default, in other words, the failure to pay debts incurred for the current period within one month of the expiration of the signed agreement, will result in the suspension of the certification process and of any related services. The following measures will be taken by the CONTRACTED PARTY: (i) protest of the negotiable instrument within the terms of the law; (ii) if applicable- reporting of debt to the credit reporting agencies; (iii) removal of any company data from the CONTRACTED PARTY's website, (iv) cancellation of the contract and/or judicial collection, and (v) notification of the accreditation bodies.

10.4. The application of penalties may be appealed by the CONTRACTING PARTY, taking into account procedures approved by the CONTRACTED PARTY.

11. TERMINATION AND SUSPENSION OF SERVICES

11.1. This instrument may be terminated, regardless of notification, judicial summons or extrajudicial communication, without any right to compensation or withholding by the infringing Party in the following cases:

- I- Non fulfillment of obligations established in this instrument;
- II- Non-compliance with the standards and technical regulations and determinations set forth by the CONTRACTED PARTY and by national and international regulatory and accreditation bodies, and applicable law; and
- III- Bankruptcy, judicial recovery or insolvency of any of the Parties

11.2. Without prejudice to the penalties described in Clause 10^a above, the termination of this instrument shall obligate the infringing Party to compensate the innocent Party for losses or damages incurred.

10.3. 财务违约，即未能在合同有效期内，签署的合同一个月内付款，将导致认证程序和任何相关服务的暂停。IBD 将采取以下措施：（i）在法律规定范围内对提出书面通知；（ii）如适用向信用报告机构报告债务；（iii）从 IBD 网站上删除认证委托人的数据信息；（iv）取消合同和/或进行司法收集，（五）通知认可机构。

10.4. 考虑到该处罚程序由 IBD 制定，认证委托人可对处罚的提出申述。

11 终止和暂停服务

11.1. 在下列情况下，无论何种处罚，均应终止本合同，违约方无权要求赔偿或扣缴税费：

- I-未履行本合同规定的义务；
- II-不符合 IBD、国家和国际监管和认可机构规定的标准、技术法规和决定以及适用法律；以及
- III-破产，任何一方被司法追偿或破产

11.2 在不影响上述第 10 条所述处罚条款的情况下，本合同的终止侵权方将有义务赔偿被侵权方所遭受的损失或损害。

11.3. Upon termination of this contract, the CONTRACTED PARTY will only release material generated during the certification process once full payment has been received for all agreed amounts.

11.4. If termination occurs before the end of the current contract period, the CONTRACTING PARTY shall be liable for payment for services already provided by the CONTRACTED PARTY and for proportional payment of the Certification Administrative Fee, as well as for a fine of 30% of the amount remaining for the contracted period, as indicated in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES".

11.5. The CONTRACTING PARTY may request termination at any time, as long as the terms listed above are fulfilled.

11.6. At termination, the CONTRACTED PARTY will notify the competent authorities of the cancellation of the Conformity Certificate.

11.7. In the case of termination, the CONTRACTING PARTY will also be obligated to cease use of all advertising material that contains reference to certification.

11.8. Regardless of the option provided for in Section 11.1, the provision of services by the CONTRACTED PARTY may be suspended regardless of any notice, for the following cases:

- I- Default on the payment of any amount resulting from the signing of this contract;

11.3 本合同终止后，只有在收到所有约定金额的全额付款后，IBD 才会发放认证过程中的相关材料。

11.4 如果终止发生在本合同期限结束之前，则认证委托人应负责支付其已提供的服务的费用，并按比例支付认证管理费，以及按“认证服务商业计划书”所示支付合同期剩余金额的 30%的罚款。

11.5 只要满足上述条款，认证委托人可随时要求终止合同。

11.6 合同终止时，IBD 将通知监管部门认证取消。

11.7 在终止合同的情况下，认证委托人还将有义务停止使用所有提及认证的广告材料。

11.8 无论第 11.1 条规定的选择如何，在下列情况下，IBD 都可以暂停提供服务，而无需另行通知：

- I-从签署本合同起而拖欠任何款项；
- II 违反公共或私人法规、命令和标准的做法或行为；以及
- III 合同认证制度标准所涵盖的其他情形。

- II- Adoption of a practice or act that is incompatible with public or private regulations, orders and standards; and
- III- Other situations covered by the standards for the contracted certification scheme.

12. LIMITATION OF RESPONSIBILITY

12.1. The Parties shall not be liable for the breach of contractual and non-contractual obligations resulting from unforeseeable circumstances or force majeure.

12.2. Similarly, the Parties shall not be liable for the breach of contractual and non-contractual obligations arising from a conduct, act or fact attributable exclusively to third parties, especially those resulting from decisions of regulatory bodies, laboratories, and national and international accreditation agencies, whether governmental or not, which, in any way or form, interfere with the provision of the services described in this Contract or in the quality assessment and free circulation of certifiable processes, products and services.

12.3. The Parties expressly recognize that the services described in this contract are subject to the rules, regulations, guidelines, interpretations and understandings of various supervisory bodies and national and international accreditation agencies, whether governmental or not, and any change to these rules, regulations and guidelines, as well, as any changes in the interpretations and understandings by supervisory bodies and accreditation agencies, will be immediately applicable and enforceable, and that the Parties are not responsible for such changes or changes in interpretation and understanding.

12 责任限制

12.1 因不可预见的情况或不可抗力造成的对合同义务和非合同义务的违反，双方不承担责任。

12.2 同样，对于完全归因于第三方的行为、行为或事实而产生的违反合同义务和非合同义务的行为，特别是监管机构、实验室、国家和国际认证机构（无论是否为政府机构）的决定所产生的违反合同义务和非合同义务的行为，干扰了本合同所述服务的提供，或干扰可认证过程、产品和服务的质量评估和自由流通，双方均不承担责任。

12.3 双方明确承认，本合同中所述的服务受各种监管机构、国家和国际认证机构（无论是否为政府机构）的规则、法规、指南、解释和解读以及这些规则、法规和指南的任何变更的约束，由于监管机构和认证机构对因理解上的变更做出的任何变更将立即适用并可执行，且双方不对此类解释和理解的变更负责。

13. LEGISLATION

13.1. The provision of service by the CONTRACTED PARTY will be linked to the conditions set forth in public and/or private legislation, which makes up an integral part of this contract, along with eventual public or private rules and standards.

13.2. Normative acts issued by Brazilian and foreign authorities, in relation to products, processes or services to be certified, will also apply.

13.3. The CONTRACTING PARTY shall observe, and strictly comply with, the rules laid down in the CONTRACTED PARTY's manuals and technical regulations, as well as observe and comply with the rules issued by the national and international regulatory bodies and accreditation agencies, whether governmental or not, as appropriate to the case.

13.4. The CONTRACTING PARTY is obligated to reimburse the CONTRACTED PARTY for any fines, as well as legal fees, applied to the latter as a result of failure to comply with rules and instructions laid forth by the competent authorities, whenever the CONTRACTING PARTY has contributed to the occurrence of the violation.

13.立法

13.1 IBD 提供的服务将与与最终的公共或私人规则 and 标准一起构成本合同不可分割的一部分。

13.2 巴西和外国当局发布的有关待认证产品、工艺或服务的规范性法案也将适用。

13.3 认证委托人应遵守并严格遵守 IBD 手册和技术法规中规定的规则，并根据具体情况遵守国家和国际监管机构及认可机构（无论是否为政府机构）发布的相关规则。

13.4 凡认证委托人原因造成了违规行为的发生，认证委托人有义务向 IBD 赔偿因未能遵守主管当局规定的规则 and 规定而对 IBD 施加的任何罚款。

14. USE OF CONFORMITY LOGOS

14.1. To the extent that the CONTRACTING PARTY progresses and fully complies with the certification conditions, the CONTRACTED PARTY will provide compliance logos for use by the CONTRACTING PARTY, as long as the following rules are observed:

14.2. The conformity logo marks will be provided in digital form, and should be used in full compliance with the "Guide for the Development and Verification of IBD Certified Product Labels", maintained and developed by the CONTRACTED PARTY, as well as with other rules and determinations issued by the certification scheme and by the regulatory and accreditation bodies.

14.3. The CONTRACTED PARTY will evaluate examples or details of any product to be distributed, sold or supplied using conformity logos, as well as marketing, advertising or propaganda projects, through any medium, print or electronic, to be used by the CONTRACTING PARTY. The distribution of these materials is prohibited without the express approval of the CONTRACTED PARTY, and if relevant, the responsible Brazilian authorities.

14.4. The CONTRACTED PARTY may inspect and examine such products at any time in order to ensure that the packaging, labeling, promotion and presentation of the product comply with the stipulated requirements.

14.5. The CONTRACTING PARTY agrees not to adopt, use, allow the use of, benefit from, enjoy, register or attempt to register, in whole or in part, as a trademark, service mark, certification logo, trade name or business name, or otherwise, the conformity labels, logos, symbol, graphic, or combination

14 标识的使用

14.1. 在认证委托人或者认证并完全符合认证条件的情况下, IBD 将许可认证委托人使用标识, 但应遵守以下规则:

14.2. IBD 提供电子版标识, 并使用过程中应遵守《IBD 认证产品标签开发和验证指南》以及认证计划、监管机构和认可机构发布的其他规则和决定。

14.3. IBD 将通过任何媒介、印刷品或电子媒介上带有标识的产品进行评估, 不论是批发、销售或供应的产品以及营销、广告或宣传项目。未经 IBD 以及巴西相关主管部门的明确批准, 禁止分发这些材料。

14.4. 为确保产品的包装、标签、促销和展示符合规定的要求, IBD 可随时对此类产品进行检查和检验。

14.5. 认证委托人不应采用、使用、允许使用、受益、享受、注册或试图注册全部或部分商标、服务标志、认证标志、商号或企业名称, 或合格标签、标

thereof, or any other term or translation having the same meaning of any of the words contained therein, and which are in any way similar.

14.6. The CONTRACTING PARTY is aware of the resolutions issued by the government authorities responsible for public health safety, and by logical consequence, for food labeled and available for consumption by the population. The CONTRACTING PARTY shall comply with the provisions issued by government authorities, within their respective departments, when marketing and labeling their products.

14.7. Compliance with the provisions herein does not preclude compliance with rules issued by the regulatory and supervisory authorities. In view of the uniqueness of the sector, the present rules assume a complementary character in relation to those mandated by the responsible authorities, which are compulsory and must be complied with at all times.

14.8. Noncompliance with the provisions herein shall result in the suspension of marketing for products that are labeled or packaged in a noncompliant manner, those of which should be withdrawn from the market by the CONTRACTING PARTY, notwithstanding termination of the present Contract, application of penalties set forth herein, and compensation for losses and damages.

14.9. The delay in sending documents, in paying installments, or any other breach of contract by the CONTRACTING PARTY shall result in the immediate suspension of the right to use the conformity logos on products and activities related to the CONTRACTING PARTY.

志、符号、图形或其组合，或任何其他具有其中任何一个词的意思相同和在任何方面相似的其他形式。

14.6. 认证委托人了解负责公共卫生安全的政府当局所发布的决议，以及由此产生的后果，即对贴有标签并可供民众食用的食品的决议。认证委托人在销售和标记其产品时，应遵守政府主管部门在其各自部分发布的规定。

14.7. 遵守本规定并不意味着可以免除其所承担的法律 responsibility。但考虑到合同的独特性，本合同的规定是主管部门签发的强制的，必须始终遵守的规则补充。

14.8. 不遵守本合同的规定，错误使用产品标识将导致加贴标签或已包装的产品暂停销售。这些产品应从市场上撤回。尽管本合同终止，但本合同规定的处罚以及损失和损害赔偿仍适用。

14.9. 如果因认证委托人延迟发送文件、延期付款或任何其他违约行为，应立即暂停在有关的产品和活动中使用标识。

15. GENERAL PROVISIONS

15.1. The Parties recognize that this Contract does not create any partnership, joint venture, association, consortium, or obligation of a labor or social security nature, nor does it constitute commercial, agency or distribution representation between the CONTRACTING PARTY and the CONTRACTED PARTY.

15.2. The failure to use any right or prerogative foreseen in this Contract, or within current legislation and rules, will be taken as an act of mere liberality and shall not be construed as a waiver, amendment or novation in relation to the terms and conditions of this Contract, and may not be invoked as justification for repeating the tolerated fact.

15.3. This Contract formalizes the entire agreement between the parties, and integrates herein the determinations set forth in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES".

15.4. The Parties agree that any declaration of nullity for any of the clauses does not make the others void, those of which will remain in force and fully effective.

15.5. In case of conflict between provisions in this contract and those indicated in the "COMMERCIAL PROPOSAL FOR CERTIFICATION SERVICES", the latter will always prevail.

15.6. The present Contract is equally binding for all heirs, successors, assignors or subcontracted parties, under any circumstance, and of either Party.

15 通用条款

15.1. 本合同仅合同双方不涉及任何合伙企业、合资企业、协会、财团或劳动或社会保障性质的义务，也不涉及双方的商业、代理或分销代表。

15.2. 未能使用本合同或现行法律和规则中预见的任何权利或特权，将被视为纯粹的自由行为，不应被解释为对本合同条款和条件的豁免、修改或更替，也不得被用作重复容忍事实的理由。

15.3. 本合同正式确定了双方之间的全部协议，并将“认证服务商业计划书”中规定的决定纳入本合同。

15.4. 双方均认可，任何条款的无效声明不会使其他条款无效，其他条款仍然有效且完全有效。

15.5. 如果本合同中的规定与“认证服务商业计划书”中的规定有冲突，则以后者为准。

16. FORO

16.1. The Parties elect Brazilian Law and the Botucatu District Courts, in the State of São Paulo, to resolve any pendency resulting from this Contract, waiving any other, however privileged it may be, including for homologation purposes and sentence execution.

This Contract is registered at the Bureau for the Registry of Deeds and Document and Legal Entities in Botucatu, under nº [_____] and is also available on the IBD website (www.ibd.com.br).

15.6. 在任何情况下，本合同对所有继承人、继承人、转让人或分包方以及任何一方具有同等约束力。

16 争议

16.1. 合同双方选择巴西法律和圣保罗州博图卡图地区法院解决本合同产生的任何未解决的问题，放弃任何其他特权，包括出于认可目的和判决执行。本合同在博图卡图的合约和文件及法律实体登记局注册，注册号为 **【】**可在 IBD 网站获得。