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प्रधान मुझंक कार्यालय, मुंबई य.मु.वि.क: ८००००३ 2 6 OCT 2018

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HINDUSTAN UNILEVER

LIMITED, a Company incorporated and registered under the provisions of Indian Companies Act, 1913 and having its registered office at Unillever House, B. D. Sawant Marg, Chakala, Andheri (East) Mumbai-400099

Symega Food Ingredients Ltd, a

Company incorporated and registered under the provisions of the Companies Act, 1956, and having its registered office at Synthite Taste Park, No XI 312 G Pancode, Near Kolenchery, Ernakulam District, Kerala 682310.

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Between

A. The above identified Unilever Group company is a member of the Unilever Group ("Unilever" or "us" or "we").

Background:

B. To support more efficient purchasing, this UPA will apply within India to any purchase by any member of the Unilever Group from the Supplier identified above or any of its affiliates ("Supplier" or "you").

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It is agreed that:



Documents comprising this contract

- 1.18 This UPA is an 'umbrella' set of terms and conditions for purchases by Unilever. It forms part of a set of contracting documents, as explained below.
- 1.2. A purchase contract consists of the documents shown below together the "contract documents":

UPA 'umbrella'

Local CTC →

Experiments

Supplier

Agreements

Local CTC →

Experiments

Supplier

In the event of any conflict between the contract documents, this order of priority applies (with document "a." being the highest priority and "e." the lowest priority):

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Local CTC: Any Commercial Terms Contract (these are sometimes titled and referred to as a Unilever Purchasing Contract or "UPC") setting out agreed commercial terms for purchases, entered into under this UPA by a member of the Unilever Group, including a UPC, "Statement of Work (SOW)" or "Project Work Order (PWO)") - references below in these UPA terms and conditions to a "CTC" also includes a Local CTC.

STC: Any Special Terms Contract applying to the purchase;

UPA: This Unilever Purchasing Agreement (including Schedules and Exhibits), an umbrella set of terms and conditions;

Any applicable Binding Forecasts under Clause 2.2; d.

- Purchase Order(s) applying to purchases between our relevant group companies e.
- No other documents or terms shall apply to purchases between our two companies and our respective affiliates.
- This is an arrangement on legal terms and conditions for our transaction:

Unilever and any of our affiliate companies may use this UPA to purchase products and services from you and any of your affiliates under a CTC or Purchase Order.

The members of the Unifever group and Supplier group entering into a CTC or Purchase b. Order will be respectively the Buyer and the Supplier for that transaction.

When an affiliate uses this UPA, it has the respective rights and obligations of Unilever or c. Supplier as stated in this UPA

You are responsible for ensuring performance of your affiliates under this UPA and the de other contract documents.

- Unilever may enforce and bring claims under the UPA and other contract documents on behalf of its affiliates.
- This UPA may be used in respect of the purchase of products and services where the word "product" is used below it means not only the products being purchased from you but also any work product deliverables created by the performance of services that are purchased by us.



2. Placing Orders, Volumes, Forecasts

2.1. Processing of Purchase Orders:



You have 3 days to reject the PO in writing or the order is automatically accepted

You may not reject any orders except to the extent the order exceeds the volume limits or other parameters (including Binding Forecasts) set out in the contract documents, and your rejection may not cover the portion of the PO that is within the limits or parameters in the contract documents.

If you properly reject volumes, you will work with us in good faith to develop a mutually agreed plan to address excess volume requirements.

We may place Purchase Orders with you electronically and in those circumstances Unilever's ecommerce terms and conditions at www.unilever.com/aboutus/supplier/termsandconditions shall also apply.

We may agree binding volumes for purchase and supply by correspondence or electronic booking systems (each when agreed a "Binding Forecast"). A Binding Forecast must be agreed by you and us, with the volumes only binding if clearly expressed as committed or firm in nature, 00 ///

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- 2.3. We are not obliged to purchase any indicative volumes or indicative forecasts provided by us. Only those quantities clearly expressed as firm, committed or binding in the contract documents or a Binding Forecast must be purchased and sold and delivered by you.
- 2.4. On-conforming supplies rejected by us, including any products not delivered against the agreed timetable or products we source from third parties to meet our volume requirements in the event of your non-compliance, count towards our volume commitments, and you remain obligated to provide any needed replacement volumes at our request.
- 2.5. You must have the capacity to supply the indicative volumes or forecasts set out in a CTC
- 2.6. You are not an exclusive supplier unless this is clearly stated in the contract documents



3. Price and Invoicing

3.1. The prices for the products and services are set out in the contract documents. Unless specified otherwise in the contract documents, prices are stated.



Inclusive of all shipment, preparation and related packaging costs



Inclusive of all duties and withholding taxes (we will deduct the required withholding tax amounts in accordance with applicable laws and provide you with evidence that it was paid to the relevant authorities)

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Exclusive of value added tax, sales tax, or equivalent point of sale or service tax

- 3.2. Your invoices must comply with the invoicing requirements set cut at www.uniteversuppliers.com
- 3.3. Unless the contract documents specify otherwise or applicable law requires payment within a different period, payment terms are

30 days* from whichever is latest between...



 a) Receipt of products and services covered by the invoice

Por next working day if falling on a weekend or national holiday in the country of payment)



 b) Receipt of an involce for the delivered products and services

3.4. Where we in good faith dispute any invoice, we are entitled to withhold payment of the disputed amount until the issue is resolved.

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Appointment to supply a third party manufacturer

4.1. If we appoint a third party (including other manufacturers, packers and re-packers) to process products on our behalf and we agree commercial terms with you for supply of Products to that third party, you agree to make an offer and supply products, including works in process, to that party in accordance with those terms. These purchase and sale transactions will be between your

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and the third party. No Unilever Group company will have any liability to pay for those supplies or for the actions of the third parties.

4.2. If any products are supplied to third parties on the basis described above, the terms of this UPA and our mutually agreed commercial terms will apply. Unilever shall be a beneficiary under the supply arrangements with the third parties, entitled to enforce those supply terms and recover any losses the Unilever Group suffers should you fail to comply with the terms.



5. Delivery

- You will deliver the products and services in accordance with the contract documents, including the applicable agreed INCOTERMS.
- Each product shipment must be accompanied by a certificate of analysis, certificate of conformance or similar quality assurance document reasonably required by Unilever confirming compliance with its specifications, together with all other documentation required by applicable laws.
- Title and risk in products passes to us upon delivery to us on to our contractor at the location 5.3. specified in the contract documents.
- We are not obliged to and do not usually inspect any products on delivery. 5.4 We rely on your quality assurance process to ensure delivery of conforming products. Acceptance at time of delivery and receipt of accompanying documentation etc. does not remove or reduce your obligations regarding the products or take away any remedies for non-conforming supplies.



6. Your Undertakings, Product Representations and Warranties

- You must ensure that all products are:
 - New (other than any pre-approved used parts) and of good quality;
 - Compliant with approved specifications and any previously approved samples (including approved samples in previous deliveries);
 - Free from defects and any third party rights to own or possess the products;
 - Fit for the purpose for which they are reasonably expected to be used;
 - d. Manufactured in accordance with good manufacturing practices.

You must ensure that all services are:

- Performed with all the skill and care of a diligent supplier; 3.
- Performed by suitably selected, trained and managed personnel; b.
- In accordance with their specification (description).

You must also:

Comply with any agreed quality assurance requirements and any agreed service level (including KPIs) requirements;

Ensure all goods and services are in compliance with all applicable laws;

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- Only supply and store products and materials and perform services from a location c. approved by us (" Approved Plant") and storage conditions must be adequate and appropriate for the items being handled; Ensure the sources of products, ingredients and components are traceable; Provide to us on request a reasonable number of samples of the products, ingredients and d. e. components for quality assurance purposes.
- You must not, without our prior consent, which we will not unreasonably withhold:
- Change the ingredients or components or manufacturing process used to produce the products from that which Unilever previously approved, or
 - Implement any changes, which alter product composition or function in a way that is not b. acceptable to our technical clearance process, even if the product would still meet the applicable specification.
- You must provide us with the information reasonably required by us to receive the services and use the products in compliance with applicable laws, including information regarding any allergens 6.5. in the products
- 6.6. Where you source components and materials used in the products you supply to us, you shall procure those items using commercially reasonable efforts to minimize cost and optimize your supply chain. We will not be responsible for stock that exceeds our Binding Forecast requirements, any agreed inventory model or agreed allowance for long-lead time items, unless the contract documents specify something different.
- Where we appoint an upstream supplier to supply materials or components to you, unless the contract documents specify something different, you are responsible for the purchase and payment to that supplier for those items and you will not charge us any administrative fees for handling these materials.
- With respect to the supplied products, unless we have agreed otherwise in the contract documents, those products:



Must be delivered within the first quarter of applicable shelf-life.



- b. To the extent they are food products or ingredients, must not contain any genetically modified organism, including genetically modified feed.
- We may use a third party to analyse, for any purpose, the products supplied by you.



7. Your Obligation to Notify Us

You must give us immediate notice if you become aware of any of the following:

Any matter relating to the products or services which may cause a safety risk to consumers,

That you will be unable to perform the services or supply the products within the time period agreed; or

Any non-conforming supplies.

Notification of any such problems will not, however, release you from any liability.

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8. Non-compliance by You

- 8.1. Supplies of products or services that do not comply with the contract documents, including where products are not delivered to the agreed firnings, are referred to in this UPA as "non-conforming supplies".
- 8.2. If the event of any non-conforming supplies we may take one or more or all of the following actions (if we do any of the following, we still reserve any rights or remedies we may otherwise have under the contract documents):



a. Reject the non-conforming supplies



b. Terminate the Purchase Order and/or the applicable CTC in whole or in part



Appoint a third party to complete or provide the products and services

You must reimburse us for all the costs, expenses, liabilities and losses any Unilever Group company reasonably incurs due to your failure to meet your commitments in the contract documents, including.



a. Costs related to the removal, transportation, storage, destruction of non-conforming supplies or products containing non-conforming supplies



Quality and safety assessment costs, and personal injury claims



c. Costs of inventory which cannot be sold



d. Costs for the return or replacement of non-conforming supplies and wasted import duties, as well as additional costs of purchasing replacement supplies



e. Fees and damages charged by our customers where we are unable to fill orders or where we must recall or remove items from the supply chain because they comprise or contain non-conforming supplies



9.1. If there is a recall, for any reason, of products supplied by you or any item that includes a product supplied by you, or there is a safety risk to consumers as a result of the products, then you must as soon as possible:

- Give us notice with details of any action we are legally required to take (for example, a. communicating with the government); and
- Reasonably assist us in developing and implementing a strategy to deal with the situation. b.
- You must not commence any recall of products supplied to us unless you are legally required to 9.2. do so, in which case you must provide us with immediate notice of that requirement. Recalls may not include our finished products without our prior consent.
- In the event of a recall, you must indemnify and defend us from all losses, costs and liabilities, including those losses described in Clause 8 above, incurred by us due to your supply of nonconforming supplies. You will not be liable under this indemnity to the extent such recall is due to your conformance with a specification that we have provided and which you did not develop for us.



Responsible Sourcing, Policies, and USQS

- 10.1. You must read, understand and comply with our policies as set forth on or incorporated within the attached Policies Exhibit ("Policies")
 - Responsible Sourcing Policy
 - Anti-Bribery Policy b.
 - Conflicts Minerals Reporting Requirement
 - Records Maintenance and Disaster Recovery Requirements.
- We may amend our Policies from time to time. If we do so, we will inform you and provide you with a reasonable compliance period.
- 10.3. You must (at your cost) on request by us register with Unilever's supplier assurance and compliance system, referred to as Unilever Supplier Qualification System ("USQS"), and complete any steps required to achieve compliance under USQS.



- 11.1. You must ensure that for the entire duration of this contract and 1 year afterwards (unless a different period is specified in the contract documents or mandated by local laws), you have insurance, in amounts consistent with usual good business practice for the products or services being supplied, including:
 - Completed operations/product liability insurance:
 - Professional liability insurance where professional services are provided:
 - Employee liability insurance: C:
 - Excess/umbrella liability insurance; and d.
 - Other relevant insurance, including legally mandated insurance.
- 11.2. The policies must name Unilever as an additional insured party where it is usual good business practice to do so or if we request you to do so.
- 11.3. You are responsible for the costs of that insurance, including any deductibles and excess sums. If we request, you must provide us evidence of what insurances are in place.



12. Intellectual Property

12.1. Intellectual property (IP) ownership is allocated as follows

Background IP

IP existing before the contract commences or created independently from the contract

Ownership of Background IP Ownership of Background IP remains unaffected by contract, i.e. no change in ownership under this contract : Usage of Background IP

Use of the other party's Background IP is permitted only for the fulfilment of the contract and subsequent use of the products, unless we have agreed in a separate written agreement that other rights of use apply.

Arising IP

New IP created through performing the contract

A. There is a separate written agreement which specifies who (you or we) will own the Arising IP for the relevant supplies. P ownership and rights will follow IP allocation set out in the written agreement

See below

There is no separate written agreement which specifies who (you or we) will own the Arising IP for the relevant supplies:

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Ansing IP for product specifications or service specifications (i.e. product description, technical details etc.) or any work product customised or specifically

Unilever will own

ii). Any other type of Arising IP

generated for us

this type of Arising IP

Parties will jointly own this type of Arising IP (we may use and otherwise commercially exploit this Arising IP in relation to the products)

12.2. Protections:



 The products and services you supply must not infringe the intellectual property rights of any third party.



- b. You must indemnify and defend us, in respect of all losses, costs and liabilities where someone claims that your products or services infringe their rights, except to the extent due to a specification or material we have provided which you did not develop.
- 12.3. You will destroy or, where we request, return all defective, obsolete, surplus or other excess materials containing Unitever's intellectual property, in order to prevent product counterfeiting or unauthorized use. You will ensure that any waste contractors you use provide you with written evidence of destruction.

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13. Confidentiality

13.1. Confidential information means the following information received from the other party, in any form:

Confidential Information

Product and service information

Business information

Transaction information

Non-Confidential Information

Information independently obtained or developed

Public knowledge, or the recipient already knew or possessed it

13.2. Both you and we agree:



a. To keep all Confidential Information confidential and only use it to fulfil what you and we have agreed under the contract documents.



Not to disclose Confidential Information to any other party, except where:

Necessary for performance under the contract documents - the party sharing Confidential Information is responsible for ensuring that third party maintains confidentiality of the disclosed information

Required by applicable law or stock market rule, although the other party must be given reasonable prior notice (unless giving notice is not legally permitted).

- 13.3. When a CTC or Purchase Order ends, or at any time upon the written request of the other party, each party shall destroy or if requested, return the other's corresponding Confidential Information. However, Confidential Information may be retained if required under applicable laws or if it is still needed for a party to complete its obligations under the contract documents.
- Where personal data is made available to you or created in performing a contract, you shall:

Process the personal data only to the extent reasonably necessary to perform your obligations under the contract documents;

Implement all appropriate technical and organisational security procedures and measures to protect the security, confidentiality and integrity of that personal data (including preventing unauthorised/unlawful processing, as well as preventing accidental loss or damage); Treat personal data as Confidential Information;

Promptly notify us of any actual or suspected unauthorised/unlawful processing of that

personal data; and

Not transfer any personal data beyond what is specifically authorised in writing by the Buyer under a suitable data transfer agreement (in a form specified by Unilever) between the data importer and each Unilever Group company responsible for that personal data.

13.5. "personal data" means information relating to a living individual who can be identified from that information. "process(ing)" includes accessing, disclosing, using, storing, altering and deleting.

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14. Term and Termination

This Agreement shall be in force and continue for a period of one year commencing from 1st day of November 2018 and end on 31st day of October 2019 unless determined or terminated earlier as provided in the Agreement and shall come to an end on the expiry of such period and will be renewable for such further period at the option of Unilever.

This contract and/or any Purchase Order and/or any CTC may be terminated, in whole or in part, without any penalty or further liability for the party exercising that termination right on the basis set out below.

| Ba | sis for termination by us or you | Minimum notice period |
|---------|--|---|
| a. | Breach by the other party of a requirement in a contract document not cured within 45 days | None (following expiration of |
| d | following notice of breach. | 45 day period) |
| b. | Failure to meet any applicable services levels (including KPIs) not cured within 30 days of notice of such failure. | None (following expiration of |
| C. | A Force Majeure Event, which prevents performance | 30 day period) |
| ******* | of the contract by us or by you for more than 60 continuous days, the other party can terminate. | 60 days (following expiration of 60 day period) |
| d. | The other party become bankrupt/insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of those acts or events. | None |

- 14.2. The terminating party is still entitled to seek all other legally available remedies, including recovery of losses.
- 14.3. If a CTC or Purchase Order comes to an end (in whole or in part) for any reason, you agree to provide reasonable assistance in transferring any Unilever owned equipment, documents or materials as we reasonably direct and to deliver to us products that we have already paid for.
- 14.4. Expiry or termination of this contract (in whole or part) shall not affect Clauses 1, 6, 7, 8, 9, 11, 12, 13, 14, 16 and 17, or any clause expressed or obviously meant to survive expiry or termination.
- 14.5. This UPA may be terminated in whole or in part for convenience by either of us on 3 months' written notice, without liability and without affecting any remaining commitments under CTCs and Purchase Orders already issued (the UPA will still apply to those while they continue).



15. Force Majeure

15.1. A "Force Majeure Event" means riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other event similarly beyond the control of a party to this contract, which makes it impossible for the affected party to comply with the terms of the relevant contract but excluding any

i) failure of equipment to operate.

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- ii) a sub-contractor (including sub-supplier) failure, not itself caused by a Force Majeure Event.
- iii) change in economic conditions or costs; and
- iv) labour disruption.
- 15.2. A party affected by a Force Majeure Event will not be liable for any non-compliance with the contract documents to the extent caused by the Force Majeure Event, provided that the affected party:

Promptly notifies the other party of the event and its likely consequences



Uses its reasonable efforts to perform in the best possible way to mitigate the situation

15.3. If during the impact of a Force Majeure Event you can still make partial deliveries of products to any customers, then you must act in good faith and supply to us a fair and reasonable allocation, which will not be less than our pro-rata share of your total available production capacity as measured by our volumes set forth in our most recent forecast period provided prior to the Force Majeure Event. You must make such supply in accordance with the terms and conditions of the contract documents.

15.4. During a Force Majeure Event impacting you:

We shall be entitled to contract with and receive products from other sources;

b. We will not have any liability to you for our non-performance arising from the Force Majeure Event, but we shall nevertheless make payment for deliveries of products made in accordance with the terms of this contract; and

c. You and us shall discuss in good fath and agree (such agreement not to be unreasonably withheld or delayed) refunds of any pre-payments, on an equitable basis, allocable to the performance suspended by you during the Force Majeure Event.



Administrative Provisions

16.1. Deductions

In respect of any payment due by us to you, we may, at any time and without notice to you, deduct or set off any sum payable by you to us.

16.2. Notices

Notices provided under the contract documents, unless agreed otherwise in a CTC, shall be in writing and treated as delivered:

On date of delivery as documented by a pre-paid commercially recognized courier service;

5 days after posting if sent by pre-paid, certified, first class mail; or

c. On the date of in-person delivery.

E-mail notice will be permitted where the parties have agreed that delivery method, timing and e-mail addresses in the applicable CTC or by a separate written agreement.

16.3. Amendments and Waivers

Amendments are effective only if agreed in writing (excluding email) and waivers need to be clearly expressed and provided in writing by the party giving the waiver.

16.4. Language

It where you are based the official language is not English and applicable law requires that administration of the contract documents in the local language, the parties may agree to append to the contract a local language translation. In the event of any conflict between the English and the local language version, the parties agree that the English version prevails. The word "including" when used in this UPA shall have the general English meaning of "including without limitation".

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16.5. Assignment

We may assign or transfer this contract in part or in full or subcontract performance by us to another Unilever Group company or, in the event of an acquisition of our business or the Unilever Group company to which the contract relates, to the purchaser of such business or company. You may not assign, transfer or subcontract any part of this contract in part or in whole except with our written consent.

16.6. Rights of third parties

No one other than the following shall have any right to enforce this contract:

- a party to this UPA or a CTC or Purchase Order under this UPA, its successors and permitted assignees, and
- Unilever Group companies who are the end-users of products provided under the contract documents.

16.7. Competition Claims

Where you have directly or indirectly passed through to us the cost of services, components or raw materials you purchased from a third party, you will on our request transfer to us in writing all rights you may have under antitrust or competition laws against that third party relating to your purchase from them.

16.8. Country Specific Clauses

You must comply with the requirements in the attached Country Specific Clauses Exhibit that apply to certain of our transactions when goods or services are provided to members of the Unillever Group in the countries noted. We may amend this exhibit from time to time to reflect any changes required by law. If we do so, we will post the amended exhibit at https://www.unilever.com/aboutus/supplier/termsandconditions/countryspecific/, inform you and provide you with a reasonable compliance period if permitted by applicable law.



17. Governing Law and Jurisdiction

- 17.1. This contract is governed by and interpreted in accordance with the laws of the jurisdiction in which the Buyer is located.
- 17.2. If the parties fitigate their dispute, both agree to submit to the exclusive jurisdiction of the courts of the country where the Buyer is located, although a party may still apply to any court of competent jurisdiction for temporary interim relief, injunctions or specific performance.
- 17.3. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

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This UPA may be signed in counterparts, each of which when taken together are one and the same instrument. For SYMEGA FOOD INGREDIENTS LIMITED Sign here Sign MANAGING DIRECTOR For the Supplier For Unilever Print name: SANYHOSH SYEPHEN Print name: Job Title: Job Title: MANAGING DIRECTOR Place: Place: Date: Date: Address for notice: Address for notice Attention: Attention: Tel: Tel:// **Email** Email



Responsible Sourcing Policy

The RSP including the Mandatory Requirements can be accessed on: http://www.unilever.com/responsible-sourcing-policy/.

Supplier agrees to comply with the Mandatory Requirements set out in the RSP (the "Mandatory Requirements"), to complete at its own costs the necessary risk assessments and audits required to verify its compliance with the Mandatory Requirements, and to take, at its own cost, any action reasonably required by Unitever to rectify any non-compliance with the Mandatory Requirements, within the reasonable timeframe stipulated by Unilever.

Anti-Bribery Policy

Consistent with its undertakings under [1] above. Supplier undertakes that:

(a) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier) at the date of entering into force of this Agreement, neither it nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way connected with the Supplier's relationship with Unilever under this Agreement or otherwise.

(b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.

(c) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly,

(d) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.

Supplier acknowledges that the requirements at (a), (b) and (c) above have a material character, such that should Supplier be in breach of any of representation and/or warranties included therein. Unilever reserves the right to terminate this Agreement with immediate effects. Further, Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any obligations herein has occurred.

3. Conflicts Minerals

Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products.

If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. We may not necessarily ask you to complete a questionnaire if we determine the items you provide do not contain conflict minerals.

 Supplier Records Maintenance and Disaster Recovery Requirements For the longer of 2 years or such period required by applicable law. Supplier must store, and For the longer or z years or such period required by application each batch of products keep one- figure upon request, submit to Unilever a reasonable number of samples from each batch of products keep one- figure.

batch records and maintain all quality control information related to the products purchased by Unilever, including preparation, manufacture, packaging, storage and handling information, all of which may be accessed and inspected by Unilever upon reasonable notice.

Supplier must maintain all financial records necessary to verify compliance by it with the terms and conditions of the contract documents for the longer of 7 years or such period required by applicable law and must maintain other information relating to its compliance with the contract documents for 3 years.

To the extent that Supplier produces food products or ingredients, the Supplier must ensure an annual safety audit is conducted, at its cost, at its production facilities by a qualified independent auditor. The scope of such audit must be approved by Unilever, which approval will not be unreasonably withheld, and in any event, must include those items required by applicable law to be audited or measured by Unilever. Upon completion, the final audit report must be made available to Unilever. Supplier agrees to use commercially reasonable efforts to promptly remedy any problems identified by the report.

Supplier will at all times have in place suitable incident management systems and/or disaster recovery systems to reasonably ensure the continuation of its performance without interruption. The Supplier must notify Unitever of any material incident that could reasonably impact its ability to perform (whether or not actually impacting the ability of Supplier to perform the contractual obligations) as soon as possible and in any event within 24 hours of such event.

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Schedule I

Plant Name – Symega Food Ingredients Ltd Address-Synthite Taste Park, No XI 312 G Pancode, Near Kolenchery, Ernakulam District, Kerala 682310, India.

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