

AGREEMENT ENTERED BY AND BETWEEN [Click here to write text.](#) **REPRESENTED IN THIS ACT BY Mr.** [Click here to write text.](#) **REFERRED TO HEREINAFTER AS “THE SUPPLIER”, AND ON THE OTHER HAND** [Click here to write text.](#), **REFERRED IN THIS ACT BY Mr.(S)** [Click here to write text.](#) **REFERRED TO HEREINAFTER AS “THE CLIENT”, AND TOGETHER WITH THE SUPPLIER “THE PARTIES”, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

RECITALS

- I. The “**SUPPLIER**” states, through his representative, under oath to tell the truth, that:
- a) It is a duly incorporated Commercial Company in accordance with the laws of the United Mexican States, as stated in Public Deed No. [Click here to write text.](#) dated [Click here to write text.](#) Granted before the Notary Public [Click here to write text.](#) No. [Click here to write text.](#) [Click here to write text.](#) and duly registered in the Public Registry of Commerce and Property [click here to write text.](#) Under Commercial Page No. [Click here to write text.](#)
 - b) Its legal representative has the necessary powers to enter into this Agreement and the aforementioned powers with which it acts is in force in all its terms, and it has not been revoked suspended or limited in any way, as registered in Public Deed No. [Click here to write text](#) dated [Click here to write text.](#) Granted before the [Click here to write text.](#) Notary No. [Click here to write text.](#) [Click here to write text.](#)
 - c) For all purposes of this Agreement indicates as its domicile the one located in [Click here to write text.](#)
 - d) It has the technical knowledge, human and material resources necessary to be bound by the terms of this Agreement, and is therefore prepared to be legally bound under the terms and clauses hereof.
 - e) That entering into, delivery and compliance of this Agreement does not violate or will violate any law, regulation, decree, agreement or other governmental provision of any kind, and does not constitute or shall constitute a breach of any of the contractual obligations of the “**CLIENT**”.
 - f) That it fully complies with applicable laws, rules and regulations and that its business practices are transparent and against corruption in all its forms, including extortion and bribery and declares itself against any action that could constitute some form of fraud against the “**CLIENT**”.
 - g) Who wishes to enter into this Agreement with the “**CLIENT**” in order to establish the terms and conditions that will govern each and every Trade Agreement (as defined below) and of the purchase orders that the “**CLIENT**” issues to the “**SUPPLIER**” regarding the products marketed by the same.
- II. The “**CLIENT**” states, through his representative, under oath to tell the truth, that:
- a) It is a commercial company legally incorporated in accordance with the laws of the Mexican Republic.
 - b) Its legal representative has sufficient and necessary powers to enter into this Agreement, and said powers have not been revoked or limited in any way.
 - c) That for all purposes of this Agreement indicates as its domicile the one located in: **Av. Revolución No. 1267 Piso 21, Col. Alpes, Del. Álvaro Obregón, C.P. 01040, Ciudad de México.**
 - d) Who wishes to enter into this Agreement with the “**SUPPLIER**”, in order to establish the terms and conditions that will govern each and every Trade Agreement (as defined below) and of the purchase orders that the “**CLIENT**” issues to the “**SUPPLIER**” regarding the products marketed by the same.

In view of the above statements, the parties agree to enter into this Agreement, subjecting its implementation and compliance to the following:

CLAUSES

FIRST.- OBJECT. The “**SUPPLIER**” and the “**CLIENT**” agree that the terms and conditions established in this Agreement shall apply to each and every “**COMMERCIAL AGREEMENT**” reached between the Parties (this term defined below) regarding each and every purchase order issued by the “**CLIENT**” regarding the products marketed by the “**SUPPLIER**” (said purchase orders, the “**PURCHASE ORDERS**” and to the products subject to the same the “**PRODUCTS**”).

The “**SUPPLIER**” acknowledges that unless it is expressly stated otherwise in the “**COMMERCIAL AGREEMENTS**”, the “**CLIENT**” shall at no time be obliged to purchase from the “**SUPPLIER**” a minimum amount of “**PRODUCTS**”.

SECOND.- OBLIGATIONS OF THE SUPPLIER. With the signature of this Agreement, the “**SUPPLIER**” undertakes to:

- a) Deliver the “**PRODUCTS**” in the quantities, locations and delivery dates established in the “**PURCHASE ORDERS**” and in accordance with the prices and other terms established in the “**COMMERCIAL AGREEMENTS**” (as defined below) and this Agreement. The foregoing in the understanding that the delivery dates established in the “**PURCHASE ORDERS**” issued by the “**CLIENT**” must be in accordance with the delivery times established in this regard in the “**COMMERCIAL AGREEMENTS**”.
- b) Comply at all times with the terms of the commercial agreements entered into with the “**CLIENT**”, which are attached as Annex A to this Instrument (the “**COMMERCIAL AGREEMENTS**”). If **COMMERCIAL AGREEMENTS** are entered into in addition to those existing at the date of signature of this Agreement, they shall be attached to this Agreement as part of the Annex referred to above.
- c) Allow access from time to time to the “**CLIENT**” and its authorized representatives to its facilities to perform, inspections and audits, including quality and safety management system audits, and compliance with all criteria stipulated in this Agreement and its Annexes, including sustainability, without prior notice, in order to verify that the “**PRODUCTS**” are being produced, manufactured and/or handled under the Quality and Standards requested by the “**CLIENT**”, as well as in accordance with the applicable regulations in force, as well as to verify that the Production Plant(s), Factories and/or Warehouses of the “**SUPPLIER**” comply with the regulations and applicable laws for their operation, accepting that tests and evaluations of the “**PRODUCTS**” may be carried out. The “**SUPPLIER**” shall immediately reimburse the “**CLIENT**” upon its request for any costs related to said inspections and audits when non-compliances of the “**SUPPLIER**” are found in said inspections and audits.
- d) Comply with the specifications, policies and quality procedures of the “**CLIENT**” regarding the “**PRODUCTS**” (as they are modified and updated from time to time), complying at all times with the indications of the technical sheets that are established by the Parties regarding the same, as well as with the regulations and applicable laws to the same, otherwise, the corresponding “**PRODUCTS**” may be rejected or returned by the “**CLIENT**”, without prejudice to any other rights that the “**CLIENT**” has under this Agreement or under the applicable laws.
- e) Comply at all times with the “**CLIENT**” *Code of Conduct* and all other protocols and policies established by the same from time to time regarding the conduct that must be observed by its suppliers.
- f) To have available at all times an inventory of the “**PRODUCTS**”, consistent with the parameters indicated in the Commercial Agreements regarding the same, as well as with the historical consumption of the “**CLIENT**” regarding the same (if they exist).
- g) Comply at all times with the laws applicable to the “**PRODUCTS**”, including those relating to their elaboration, storage, packaging, wrapping and transport.
- h) Provide all the documentation and information that the “**CLIENT**” requests regarding the “**PRODUCTS**” or in relation to the operations of “**THE SUPPLIER**” regarding the same (including a non-debt letter with its suppliers).
- i) Transport the “**PRODUCTS**” complying with all the applicable sanitary regulations and with all the

requirements of the “**CLIENT**” regarding transport and packaging, ensuring that the transports and containers used are free of pests or contamination.

- j) Remove from the premises of the “**CLIENT**” within 3 calendar days following the date of the corresponding notice those “**PRODUCTS**” that are rejected by the “**CLIENT**” for not being in accordance with the established in this Agreement, since after this period the “**CLIENT**” may at his option destroy them without any liability, for which the “**SUPPLIER**” must immediately pay the costs and expenses of said destruction.
- k) Without prejudice to any other rights that the “**CLIENT**” has under this Agreement, the “**CLIENT**” shall have at its option, in the event of any deviation that represents a possible risk to the **Product**, to request the “**SUPPLIER**” a plan of action, which must be sent within 48 hours of its request, including the root cause, corrective actions and compliance verification measures, in such case, the supply of the “**PRODUCTS**” will be suspended until its validation by the “**CLIENT**”.

[NOTE: THIS PARAGRAPH ONLY APPLIES IN THE CASE OF SUPPLIES PREPARED ACCORDING TO RECIPES/FORMULAS SPECIFICALLY ESTABLISHED/APPROVED BY ALSEA].

- l) Ensure that any personnel or contractor of the “**SUPPLIER**” entering the “**CLIENT**” premises comply with the safe work of contractors and suppliers’ procedure as directed by the “**CLIENT**”.
- m) Except with prior written permission of the “**CLIENT**”, do not use the trade names, trademarks and/or logos of the “**CLIENT**”, for their own benefit, or for any third party.
- n) If the “**CLIENT**” creates a website to manage suppliers, they should register and use it, paying the fees established by the “**CLIENT**” for this purpose.
- o) Comply with the global performance indicators established in the Commercial Agreements (the “**GLOBAL PERFORMANCE INDICATORS**”).
- p) Provide the “**CLIENT**” a monthly updated tax compliance opinion of the “**SUPPLIER**”, issued by the Tax Administration System; as well as an updated opinion on compliance of social security obligations, issued by the Social Security Mexican Institute.
- q) Comply with the specifications of the “**PRODUCTS**” agreed between the Parties.
- r) Ensure and confirm in writing, or through any animal welfare certification, that its policies specify a dignified treatment of animals in any of the following aspects: i) decent living conditions, free from hunger and thirst, injury and disease, and adequate spaces; and ii) dignified death, free from fear and anguish.

[NOTE: THIS PARAGRAPH ONLY APPLIES IN CASE OF PRODUCTS OF ANIMAL ORIGIN]

- s) *[Maintain at all times the formulation and ingredient specifications of the **PRODUCTS** in accordance with the instructions of the “**CLIENT**”. The “**SUPPLIER**” acknowledges that there may not be any change or modification in the raw materials, ingredients, formula, packaging, storage processes and labeling of the “**PRODUCTS**” without the prior authorization of the “**CLIENT**”. Any modification to the **Products** must be requested in writing specifying the change and corresponding formula with 60 days in advance, which must be approved in writing by the “**CLIENT**”, through its Quality and Development Director and/or Purchasing Director, since without said authorization, the corresponding **PRODUCT** may be rejected. The foregoing on the understanding that the “**SUPPLIER**” shall continue to supply the **PRODUCTS**, according to the original formula during the negotiations without being able to suspend the supply. Notwithstanding the foregoing the “**CLIENT**” may request the “**SUPPLIER**” from time to time a change in the “**PRODUCTS**”].*

[NOTE: THIS PARAGRAPH ONLY APPLIES IN CASE OF SUPPLIES PREPARED ACCORDING TO RECIPES/FORMULAS SPECIFICALLY ESTABLISHED/APPROVED BY ALSEA]

- t) *[Do not market or supply the “**PRODUCTS**” to a person other than “**THE CLIENT**”].*

[NOTE: THIS PARAGRAPH ONLY APPLIES TO SUPPLIERS OF ALSEA "PROPRIETARY" PRODUCTS, EITHER BECAUSE THEY ARE MADE WITH FORMULAS OR RECIPES GENERATED BY THE "SUPPLIER" ON BEHALF OF ALSEA OR WITH FORMULAS OR RECIPES PROVIDED BY ALSEA, OR BECAUSE THEY ARE "PRODUCTS" WITH SPECIFIC CHARACTERISTICS EXPRESSLY INCORPORATED FOR ALSEA"].

- u) *[Guarantee that the "PRODUCTS" comply with the minimum expiration dates required by the "CLIENT", which are established in the Quality Annex attached hereto as **Annex C**].*

[NOTE: THIS PARAGRAPH ONLY APPLIES IN CASE OF PRODUCTS THAT HAVE MINIMUM EXPIRATION DATES

- v) *[Regarding the import of "PRODUCTS", comply with all the corresponding customs procedures and regulations, assuming all the costs related to the import process.]*

[NOTE: THIS PARAGRAPH ONLY APPLIES IN CASE OF PRODUCTS IMPORTED BY THE SUPPLIER]

THIRD.- INDUSTRIAL PROPERTY. The "SUPPLIER" acknowledges that all recipes and formulas, inventions and other elements developed by the "SUPPLIER" at the request of the "CLIENT" regarding the **Products** are and will be the exclusive intellectual property of the Client, a situation that the "SUPPLIER" hereby expressly acknowledges and assigns each and every one of said rights in favor of the "CLIENT" and waives any additional remuneration to which it may be entitled to in the future, being understood that the consideration agreed in the corresponding Purchase Order includes any amount to which it may be entitled in the future and in perpetuity for said product, therefore, it is obliged to treat it as confidential information and consider it as an Industrial Secret under Articles 82 to 86 bis-1 of the Industrial Property Law, for which it undertakes to maintain absolute confidentiality and discretion and not to disclose it.

The "SUPPLIER" undertakes to indemnify and hold the "CLIENT" harmless from any demand, claim, trial, fine that may arise, for the use of the industrial property that it uses in or regarding the supply of the "PRODUCTS", undertaking to reimburse those expenses incurred, including fines and penalties, as well as attorneys' fees and payment of damages.

Additionally, the "SUPPLIER" acknowledges that this Agreement does not confer upon him any rights regarding the trademarks and other intellectual property of the "CLIENT", which may not be used except for the purposes established in the "COMMERCIAL AGREEMENTS" and in the manner that the "CLIENT" specifically authorizes in writing.

FOURTH.- CONFIDENTIALITY. The "SUPPLIER" undertakes before the "CLIENT" to keep and maintain the confidentiality of any and all information that the "CLIENT", its employees, its parent company and/or subsidiaries, affiliates, or related companies send to the same, or make it known to them by the commercial relationship between the Parties; therefore, the "SUPPLIER" may not disclose said information, reproduce it or transmit it by any means to any third party or to the public at large; nor may it be summarized, modified or altered in any way, or use it for commercial purposes or other than those authorized, without the prior written consent of the "CLIENT".

FIFTH.- PAYMENT TERM.- Unless otherwise stated in the corresponding Commercial Agreement, the payment term of a Purchase Order will be 90 days from the receipt by the "CLIENT" of the invoice corresponding to the "PRODUCTS", invoice that must be issued once the "PRODUCTS" are delivered and must comply with all the applicable requirements in accordance with tax regulations. The "CLIENT" reserves the right to withhold payments when the Product does not comply with the provisions of this Instrument and/or its Annexes.

SIXTH.- TAXES. Each Party shall be responsible for paying any taxes, duties and contributions which it is entitled to pay under the tax laws regarding the income and acts provided for in this Agreement.

SEVENTH.- LABOR RESPONSIBILITY. The "CLIENT" and the "SUPPLIER" are totally independent contracting parties, therefore there is no worker-employer relationship between the former and the staff that the latter contracts or uses for the fulfillment of its obligations, it being understood that the "SUPPLIER" will be solely responsible for the payment of wages, legal benefits, taxes, rights and obligations arising from said personnel.

Notwithstanding the aforementioned, all the personnel of the "PROVIDER" must be registered by the latter with the Mexican Institute of Social Security (IMSS), undertaking to submit to the "CLIENT" evidence of the same if so

requested.

In no case and for no reason can the “**CLIENT**” be considered as a direct or substitute employer of the staff of the “**SUPPLIER**”. The “**SUPPLIER**” undertakes to hold the “**CLIENT**” harmless of any lawsuit or claim that is filed against him by any of the employees of the “**SUPPLIER**”.

EIGHTH.- DISCOUNTS. The “**SUPPLIER**” authorizes the “**CLIENT**” to make the following discounts:

- a) Those discounts agreed by the Parties in the Commercial Agreements, including but not limited to, those derived from centralized delivery, by purchasing volumes (rebate), marketing contributions and/or by annual quality audits.
- b) For those cases in which the “**CLIENT**” has to make any payment or disbursement to remedy the “**SUPPLIER**” non-compliance, including (without limitation) to terminate any claim, lawsuit or controversy filed by a competent authority or individuals and payment of fines or penalties.
- c) Those that derive from compensating the penalties established in the following clause.

NINTH.- NON-COMPLIANCE OF THE GLOBAL PERFORMANCE INDICATORS PENALTY.- Without prejudice to any other right that the “**CLIENT**” has under this Agreement (including, but not limited to, the provisions of Clause Twelfth), in case of a non-compliance by the “**SUPPLIER**” of any “**GLOBAL PERFORMANCE INDICATOR**”, the latter shall pay the “**CLIENT**” the penalties established in the “**COMMERCIAL AGREEMENTS**”, which shall apply to the total price of the “**PRODUCTS**” purchased by the “**CLIENT**” during the evaluation period of the “**GLOBAL PERFORMANCE INDICATOR**”.

The penalties mentioned above may be compensated by the “**CLIENT**” against those amounts owed to the “**SUPPLIER**” under the “**PURCHASE ORDERS**”.

TENTH.- VALIDITY. The validity of this Agreement begins from the date of its signature and will be in force for an indefinite period of time, and may be terminated by either Party at any time, without any responsibility, by a simple written notice sent to the other party with at least the following time in advance; (i) in the case of termination by the “**CLIENT**”, at least 30 (thirty) calendar days prior to the date on which termination is intended to be effective and (ii) in the case of termination by the “**SUPPLIER**”, at least 6 (six) months prior to the date on which the termination is to be effective.

The termination of this Agreement shall also entail the termination of any and all existing Commercial Agreements between the Parties.

The foregoing on the understanding that (i) if on the date indicated for termination any Purchase Order is still pending completion by the “**SUPPLIER**” the terms herein shall remain applicable until said **PURCHASE ORDER** is delivered, (ii) the confidentiality obligations, compensation and intellectual property established in this Agreement shall continue in force even after the termination of the Agreement and (iii) if the termination is notified by the “**SUPPLIER**” in terms of the established in the preceding paragraph and at said date there is a “**COMMERCIAL AGREEMENT**” with a remaining period of validity longer than the 6 months indicated in the previous paragraph, this Agreement and the corresponding “**COMMERCIAL AGREEMENT**” shall remain in force until the end of the validity established in the corresponding Commercial Agreement.

ELEVENTH.- PRODUCT LIABILITY. The “**SUPPLIER**” shall be the solely liable for the quality of the **PRODUCTS**, undertaking to indemnify and hold the “**CLIENT**” harmless for all and any claims of third parties (whether by individuals or competent authorities) regarding the same, and to indemnify and hold the “**CLIENT**” harmless from any expenses fines or penalties arising from said claims; undertaking to pay and, in its case, immediately reimburse the “**CLIENT**” any amount paid for the above, within 3 (three) calendar days following the request.

TWELFTH.- INDEMNIFICATION FOR NON-COMPLIANCE. Without prejudice to any other obligation under this Agreement, the “**SUPPLIER**” shall hold the “**CLIENT**” harmless from all claims, lawsuits and damages (including lost sales) arising from a non-compliance by “**THE SUPPLIER**” of any of its obligations under this Agreement.

THIRTEENTH.- CONFLICT OF INTEREST. The “**SUPPLIER**” shall refrain from taking any action that may result in a

conflict of interest with the “CLIENT” or its staff, including but not limited to receiving or granting to the CLIENT's staff gifts, bonuses, payments, loans or any benefits that could result in a conflict of interest.

FOURTEENTH.- ANTI-CORRUPTION. The “SUPPLIER” enters into this agreement and will carry out the activities contained therein in strict compliance with applicable anti-corruption laws and regulations, including applicable national laws and international treaties such as the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of the OECD, the United Nations Convention against Corruption, and the US Foreign Corrupt Practices Act (FCPA).

The “SUPPLIER” acknowledges and states that regarding this Agreement: (1) it has not received, accepted or used any object of value in violation of the laws and regulations applicable to them in the field of anti-corruption, and (2) no part of the compensation arising from the execution of this Agreement has been or will be used to give a bribe or any other corrupt or improper payment, to any public official or political party in violation of anti-corruption laws and regulations.

In the event that the “SUPPLIER” becomes aware of any corruption or bribery case, it will immediately report the facts to the “CLIENT”, through the available means, such as the Correct Line <http://www.tipsanonimos.com/Linea-correcta> and the telephone 01-800 – CORRECTA

The “SUPPLIER” undertakes to deliver in writing, on a letterhead and signed by its legal representative, a statement certifying that it understands, knows and has fully complied with *the Anti-Corruption and the Code of Conduct Policy* of the “CLIENT”. Said certification must be submitted annually during the term of this Agreement, without the need to be required by the “CLIENT”.

FIFTEENTH.- TERMINATION. In the event of a non-compliance by the “SUPPLIER” of any of its obligations under this Agreement, the “CLIENT” may terminate this Agreement, without the need for a judicial action and by simple written notice to the “SUPPLIER”.

Upon termination of this Agreement, the “SUPPLIER” shall deliver/return to the “CLIENT” all material and information provided, such as files, documents and/or results in the execution of the subject matter of this Agreement. Additionally, the “SUPPLIER” shall indemnify the “CLIENT” for the damages incurred by the latter.

SIXTEENTH.- The “SUPPLIER” in this act authorizes Mr.(s) [click here to write text](#). to act as agents and expressly empowers them to sign “Commercial Agreements” and “Purchase Orders”, or any modification to those existing at the date of signature of this document. In this same act, the “SUPPLIER” acknowledges that it shall be solely responsible before the “CLIENT” for the documents that the designated persons enter into on its behalf.

The “SUPPLIER” may at any time replace any of the above-mentioned persons by a simple written notice.

SEVENTEENTH.- PRIVACY. The “SUPPLIER” undertakes to comply with the current legislation on the protection of personal data held by individuals (“Law”), for which it guarantees that it will process the personal data received or transmitted between the “CLIENT” and the “SUPPLIER” and/or representatives (“Personal Data”) as confidential. Additionally, both parties undertake to inform the owners of the personal data their corresponding privacy notices, which will include in their text, among others, the possibility of transmitting them to subsidiaries and/or related companies of the same, and to maintain the administrative, technical and physical security measures to protect the personal data against damage, loss, alteration, destruction, unauthorized use, access or processing. The foregoing, in order to guarantee full compliance with the Law, its regulations and the guidelines, if any, published by the Mexican authorities. The confidentiality obligation will remain even after the termination of the commercial relationship between the parties.

The “SUPPLIER” states to be aware of the “CLIENT” Privacy Notice and agree to the terms thereof, which can be consulted in the following link: <http://www.alsea.com.mx>.

THE “SUPPLIER” undertakes not to transfer, cede or share, whether free of charge or against payment the Personal Data without the prior written consent of the “CLIENT”.

Similarly, each of the parties undertakes to notify in writing the other party, within 3 (three) calendar days following any matter that, in its case, contravenes the terms and conditions of this clause, in order to take the necessary

measures for its correction.

EIGHTEENTH.- PREVALENCE OF AGREEMENT. Except as expressly provided otherwise in this Agreement, in the event of a conflict or discrepancy between the provisions of this Agreement and a Purchase Order, the terms and conditions of this Agreement shall prevail.

Similarly, in the event of a discrepancy between the established on any Commercial Agreement and the established on this Agreement, the provisions of this Agreement shall prevail.

NINETEENTH.- NOTIFICATIONS. Any notice, claim, notification or request to be made by the parties, under or in connection with this Agreement, shall be given or made in writing and delivered to the addresses indicated in the Recitals chapter (or any other that a Party notifies the other Party at least 5 days prior to the date on which the change of domicile is to take effect), and they shall be deemed to have been delivered on the date on which said communication was received by the party to whom it is addressed.

TWENTY-FIRST.- JURISDICTION AND COMPETENCE. For all purposes of interpretation, compliance or enforcement of this Agreement, the parties expressly agree that it shall be governed by the laws applicable in Mexico City, and they submit themselves to the jurisdiction of the competent courts in this City, waiving any other jurisdiction or legislation to which they may be entitled by virtue of their present or future domiciles.

The parties duly informed of the legal content and scope of each and every one of the clauses of this Agreement, and in witness whereof sign it in Mexico City, on the [click here to write text.](#) [Click here to write text.](#) of 20 [Click here to write text.](#)

THE CLIENT	THE SUPPLIER
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