Perry Johnson Registrars Food Safety Canada Company
TERMS AND CONDITIONS

1. General

Pursuant to the Certification Agreement ("Agreement") between Perry Johnson Registrars Food Safety Canada Company (hereinafter referred to as "PJRFSI") and the organization listed in Agreement (hereinafter referred to as "Organization"), PJRFSI agrees to provide to the Organization certain Food Safety Management System assessments and certification services (hereafter collectively referred to as "Management System"), including BRCGS, SQF, GLOBALG.A.P., PrimusGFS, Gluten-Free Certification Program (GFCP), PJRFSI Cannabis/Hemp Safety Standard, PJRFSI GMP for Dietary Supplements (NSF/ANSI 455-2), Leaf Marque, CanadaGAP, food safety compliance programs, and National Organic Program as more fully described in the Agreement.

The Agreement consists of the front portion of the Certification Agreement, any purchase order issued by the Organization (as modified by these Terms and Conditions), any confidentiality and/or nondisclosure agreement between the Organization and PJRFSI, these Terms and Conditions, and documents listed in Section 2 of these Terms and Conditions. The Agreement does not include any terms and conditions contained in any of the Organization's purchase orders, materials, or documents or those incorporated by reference in any of the Organization's purchase orders, materials or documents. Legal relationships between the Organization and PJRFSI are governed exclusively by the Agreement. By executing the Agreement, the Organization acknowledges having actual knowledge of the clauses of these Terms and Conditions and of all the documents referenced in Section 2 hereof and agrees to comply with these Terms and Conditions and of all the documents referenced in Section 2 hereof. To the extent of any inconsistency between these Terms and Conditions and any confidentiality and/or nondisclosure agreement between PJRFSI and the Organization, or between these Terms and Conditions and any documents referenced in Section 2 hereof, these Terms and Conditions shall control and supersede.

Any terms or conditions of the Organization which are contradictory or supplementary to, or which deviate from these Terms and Conditions, or any objection, agreement or other attempt by Organization purporting to add to or modify these Terms and Conditions, shall not apply or be binding upon PJRFSI unless expressly approved in writing by the President of PJRFSI. To the extent the Organization's purchase order, documents or materials or any accompanying terms and conditions have additional or conflicting terms or conditions, these Terms and Conditions shall control and supersede the Organization's conflicting terms and conditions, and all such Organization's terms and conditions are hereby rejected and are expressly objected to by PJRFSI without further notification. Under no circumstances shall the performance of services for the Organization, or the receipt of payment from the Organization, be construed as acceptance of the Organization's terms or conditions. Any reference to Terms and Conditions shall be construed to be the reference to PJRFSI's Terms and Conditions.

2. References

The following PJRFSI documents are incorporated by reference into and are a part of the Agreement. These documents may be supplied electronically by your sales representative upon request or for Certified clients, these documents are located at www.pjrfsi.com client log-in.

2.1.	SOP-1 series	Summary of Certification Procedure
2.2.	SOP-3PJRFSI	Certification Mark Procedures
2.3.	FS-1 series	Application for Quotation
2.4.	SOP-10	Appeal Procedure (when applicable)

3. Responsibilities of PJRFSI

3.1. PJRFSI will provide Certification, Surveillance, and Recertification in accordance with the current issue of the applicable SOP-1. In the interest of implementing continuous improvement to its procedures, PJRFSI reserves the right to modify the specifications of the applicable SOP-1, and Organization agrees to conform to any such modifications, upon reasonable notice by PJRFSI.

3.2. PJRFSI will conduct audits of the Management System at the Organization's facility in accordance with the applicable SOP-1 and will report to the Organization in writing the results of such audits. PJRFSI audits will be subject to the following: a) PJRFSI auditors shall comply with the safety and security requirements of the Organization; b) The audit shall be conducted during the normal business hours of the Organization; and c) PJRFSI will not interfere with the performance of any work by the Organization except to verify conformance to the standard requirements.

3.3. PJRFSI is not certifying or attesting to the safety or fitness of any product or service or whether the Organization's employees are operating in compliance with all food safety regulations at all times. Rather, PJRFSI is only reviewing a particular management system at a particular time to assess whether it appears to be compliant with a particular standard. As such, PJRFSI cannot guarantee and does not purport to guarantee the safety or fitness of the Organization's product(s) or service(s) or that its product(s) or service(s) meet all food safety regulations at all times.

4. Responsibilities of Organization

As a party to the Agreement, Organization agrees:

4.1. At no charge to PJRFSI, Organization will provide PJRFSI with all documents, information, facilities, and other assistance that may be required to enable PJRFSI to carry out its responsibilities under the Agreement.

4.2. Organization will timely and faithfully make all payments required under the terms of the Agreement.

4.3. It is incumbent upon the Organization to notify PJRFSI in writing and without delay of material changes in its: legal status; commercial status; legal ownership; key managerial, decision-making or technical staff; number of employees; changes in location or number of sites; significant damage to the site, e.g., damage by fire or natural disaster such as a flood; changes to the physical building(s) and/or processing operations and equipment; changes in the scope of operations under the certified management system or major changes to the management system and processes; or any other factors influencing the Organization's Management System. Some changes may prompt a revision to previously quoted audit duration.

4.3.1. Additional standard-specific changes requiring notification of PJRFSI are as follows:

a) SQF: Where a Certified Organization's business has been sold and the business name is retained, the new owner must, within thirty (30) days of the change of ownership, notify PJRFSI.

b) Unless stated in sections a) & c): At any time during Organization's certification, Organization must notify PJRFSI without delay in the event that the Organization is involved in a food/product safety incident/recall and/or any legal proceedings with respect to food/product safety or legality. Upon identification that the Organization initiates a food safety event that requires public notification (such as a Class I or Class II recall), the Organization shall notify PJRFSI and any applicable Standard Licensing Body in writing within 24 hours of the event.

c) Intended or actual changes to the design, specifications, and/or manufacturing processes of products and services which may affect the conformity of the product and services and/or the scope of Organization's certification. PJRFSI shall determine whether the announced changes require further investigations.

4.3.2. Failure to notify PJRFSI of such material changes and/or incidents, recalls or legal proceedings as set forth above may result in the suspension or invalidation of the Organization's Registration Certificate of Approval. Where Organization fails to notify PJRFSI of material changes and/or incidents, recalls or legal proceedings, as set forth above, PJRFSI reserves the right to retroactively invalidate the Registration Certificate of Approval to be effective at the time of the change, incident, recall, legal proceeding, or otherwise.

4.4. Organization will ensure the health and safety of PJRFSI representatives during on-site audits.

4.4.1. Organization shall maintain COVID-19 workplace safety precautions consistent with the CDC Guidance and any applicable state or local safety requirements for businesses and workplaces. The CDC Guidance for protecting workers is found at https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html.

4.5. If the Organization is being audited for the purpose of being issued a certificate containing any Accreditation and/or Standard Licensing Body seal(s), the Organization must permit PJRFSI's audit team to be accompanied by any Accreditation and/or Standard Licensing Body delegates, or by PJRFSI auditors for the purpose of witnessing the PJRFSI audit team.

4.6. BRCGS, GLOBALG.A.P., SQF, PrimusGFS, CanadaGAP: Organization agrees to provide, upon request, all documents related to the audit to PJRFSI, the Certification Programme Owner, and GFSI.

4.7. BRCGS: Organization agrees that it is a condition of undertaking an audit using a BRCGS scheme that the auditor may be accompanied by other personnel for training, assessment or calibration purposes. This activity may include: training of new auditors by the Certification Body, routine Certification Body shadow audit programs, witness audits by Accreditation Bodies, witness audits by the BRCGS.

4.8. BRCGS: BRCGS reserves the right to conduct its own audit or visit a site once certificated in response to complaints or as part of the routine BRCGS compliance activity to ensure the integrity of the Global Standard schemes. Such visits may be announced or unannounced. BRCGS may contact the site directly in relation to its certification status or for feedback on Certification Body performance, or investigation into reported issues.

4.9. GLOBALG.A.P.(Non GFSI Benchmarked Schemes):.:

A) Option 1: PJRFSI shall carry out unannounced inspections of a minimum of 10% of all Option 1 certified producers during the 12 months of validity of the certificates. PJRFSI shall carry out unannounced QMS audits of a minimum of 10% of all the certified producer groups and multisite with QMS annually. PJRFSI shall inform the producer or producer group in advance of the intended visit. This notification will normally not exceed 48 hours (2 working days). In the exceptional case where it is impossible for the producer or producer group to accept the proposed date (due to medical or other justifiable reasons), the producer will receive one more chance to be informed of an unannounced inspection. The producer will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reason, as suspension of all products will be issued.

B) Option 2 and Option 1 Multisite with QMS: PJRFSI shall carry out unannounced QMS audits for a minimum of 10% of the certified producer groups and multisites with QMS annually. Any nonconformances detected will be handled as in an announced audit. There will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed visit, the certificate holder will receive one more chance at an unannounced surveillance inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued.

GLOBALG.A.P. (GFSI Benchmarked Schemes):

A) Option 1 and Option 1 Multisite without QMS Unannounced Inspections: For recertification audits, a minimum of 10% of all certified producers PJRFSI has certified per scope under option 1 without QMS shall be inspected unannounced. There shall be no notification in advance of intended unannounced visit. If it is impossible for the producer to accept the proposed visit, the producer will receive one more chance at unannounced inspection. The producer shall receive a written warning if the first proposed attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a suspension of all products will be issued. The unannounced visit shall take place during the recertification window, i.e., 4 months before the expiry of the certificate or during the 4-month extension of validity. The producer may nominate, during registration, a maximum of 15 days where they are unavailable for an unannounced audit.

B) Option 2 Producer Member or Option 1 with QMS Production Sites Unannounced Inspections: PJRFSI shall carry out unannounced external inspections of each producer group and multisite annually. For unannounced visits, there will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the producer member or producer (multisite) to accept the proposed date (due to medical or other justifiable reasons), the producer member or producer (multisite) will receive one more chance to be informed of an unannounced inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued to the certificate holder.

C) Option 2 QMS Unannounced Audits: PJRFSI shall carry out QMS unannounced audits for a minimum of 10% of the certified producer groups and multisites with QMS during recertification. Any nonconformances detected will be handled as in an announced audit. There will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed visit, the certificate holder will receive one more chance at an unannounced surveillance inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued. The producer may nominate, during registration, a maximum of 15 days where they are unavailable for an unannounced audit.

4.10. PJRFSI reserves the right to require the Organization to submit to a special audit on short notice and at the Organization's expense in the event of a complaint, in response to changes in the Organization (e.g. clause 4.3), in response to an Accreditation Body and/or Standard Licensing Body request or requirement, or as follow-up on a Certificate suspension. Once the Organization is certified, the Accreditation and Standard Licensing Bodies reserve the right to conduct an announced or unannounced visit to the Organization in response to a complaint or to ensure the integrity of the licensed standard. The Accreditation and/or Standard Licensing Body may also contact the Organization directly regarding: Organization's certified status; reported issues/complaints; or for feedback on PJRFSI's performance.

4.11. In the event the on-site audit reveals circumstances not previously revealed by the Organization (e.g. additional locations, processes, or employees) or if the Organization has not addressed previously identified nonconformities or concerns, PJRFSI reserves the right to either terminate the audit or add additional time and/or services, as reasonably appropriate.

4.12. SQF: The Organization is responsible for registering in the SQFI database in for their Certification Audit. The Organization is also responsible for re-registering in the SQFI database as needed for all future audits.

4.13. SQF: Details of the Organization's Certificate of Registration will be made available on the SQFI website for public display as follows: supplier name, state/province, country, Accreditation Body logo and accreditation number, certificate type and number, certification level, audit date, date of next audit, date of issue, certification expiry date, food sector category(s), product(s) covered by the Certificate of Registration, and modules implemented.

4.14. SQF: The Organization agrees to allow audit records to be made available upon request to the SQF and to GFSI.

4.15. SQF: Organization consents to have the following Certificate of Registration details accessible by their customer(s) via the SQFI website, depending on the customer level of access approved by the Organization (supplier): customer/retailer name, supplier name, state/province, country, certificate type and number, certification level, certification expiry date, food sector category(s), product(s) covered by the Certificate of Registration, modules implemented, company representative name and contact details, SQF practitioner name, audit rating, name of certification body, auditor name and SQFI registration number, audit frequency, date of last audit, date of next audit, summary of the audit report, and complete audit findings.

4.16. BRCGS & GFCP: Organization consents to have the following details made available on the BRCGS Directory for public display as follows: company name and contact details; links to company website; standard and scope of certification; certification issuance and expiration dates; and certification grade achieved. Organization may elect not to appear on the public directory by

written request to PJRFSI. Organization may elect to authorize access to the audit report in the BRCGS Directory by customers or other parties. Regardless of public display status on the BRCGS Directory, PJRFSI must upload audit reports, regardless of audit outcome, and certificate details to the BRCGS Directory for accessibility by the BRCGS and the Accreditation Body as needed.

4.17. BRCGS: A copy of the audit report and any subsequent certificate or audit result shall be supplied to the BRCGS and the Accreditation Body in the agreed format for the BRCGS Global Standard used. All documents in relation to the audit shall be made available to the BRCGS upon request.

4.18. GLOBALG.A.P.: By signing the PJRFSI contract the organization agrees to the acceptance of the GLOBALG.A.P. sub-license and certification agreement (SLCA). Signature is not required on the SLCA as long as the PJRFSI Certification Agreement (FS-4gap series) is signed by both parties.

4.19. GLOBALG.A.P.: Organization gives permission to GLOBALG.A.P. and PJRFSI to use the registration data for internal processes and sanctioning procedures. All data in the GLOBALG.A.P. Database is available to GLOBALG.A.P. and PJRFSI, which the producer or producer group is working with, and can be used for internal processes and sanctioning procedures. The minimum and obligatory data release level, as well as additional information on confidentiality and data use, is defined by Data Access Rules and available at www.globalgap.org/documents. Any objective evidence found that indicates that the applicant has been misusing the GLOBALG.A.P. Claim shall lead to the exclusion of the applicant from certification for 12 months after evidence of misuse. In addition, the applicant will be listed and the list shall be checked before registration in the database. Any case of misuse shall be communicated to the GLOBALG.A.P. members.

4.20. GLOBALG.A.P.: Organization agrees to transfer responsibility to PJRFSI for granting and determining the level of rights for data access. Organization agrees to grant access of the company name and address to the “Public” data access group. This means that all contact data (name, street, city, PLZ) are going to be displayed for all users searching publicly (without using a registered account) on the GLOBALG.A.P. database. If an organization would like to keep their company name and address hidden for all user searching publicly and only visible for user with a registered account on the GLOBALG.A.P. Database, PJRFSI must be notified in writting within 28 days from the contract execution date.

4.21. Organic: PJRFSI shall carry out unannounced inspections of 5 percent of total certified operations per year. Organization agrees to allow PJRFSI to conduct unannounced inspections. Unannounced inspections may be limited in scope, depth, and breadth and may cover only certain aspects of the operation, such as parcels, facilities, products etc. Results of the unannounced inspection will be communicated to the Organization. An unannounced inspection should not include prior notification of the inspector’s arrival. However, there may be special cases where extenuating circumstances make it impossible to conduct an unannounced inspection of the operation with prior notification (e.g. biosecurity issues). In such cases, PJRFSI may notify the operation up to four (4) hours prior to the inspector arriving on-site to ensure that appropriate representative are present. If an operation refuses to allow an inspector access to any part of an operation, during normal business hours, including the non-organic portions of the operation, the operation would be in violation of NOP 205.403, and PJRFSI will promptly issue a Notice of Noncompliance to the operation.

4.22. Organic: PJRFSI shall sample and conduct residue testing of agricultural products a minimum of 5% of the operations it certifies annual. Samples may include the collection and testing of soil, water, waste, seeds, plant tissue, and plant, animal and processed products. Results of all analyses and tests performed under this section will be available for public access, unless the testing is part of an ongoing compliance investigation.

4.23. PrimusGFS: PrimusGFS has been developed by Azzule Systems. The audit report will be issued from the PrimusGFS database. For all non-conformances raised during the audit, the organization must submit corrective action in the PrimusGFS database for review by PJRFSI.

4.24. PJRFSI GMP for Dietary Supplements (NSF/ANSI 455-2): Organization agrees to have their company name, address, description of certified product category(ies) and product process(es), grade level, certification status and effective date published by PJRFSI.

4.25. LEAF Marque: clients agree to allow PJRFSI to share audit and certification information with LEAF Marque, including the certified business name that will be made publicly available on the LEAF Website.

4.26. CanadaGAP: clients agree to allow PJRFSI to share audit and certification-related information with CanadaGAP, including the following information about each certified operation: Organization name; Primary contact and contact information; Current business address and other contact information; Copy of audit reports (regardless of whether the result was a Pass or Fail);If applicable, adjusted audit score after corrective actions, and copy of corrective actions reports; Copy of certificates.

4.27. The Organization has the right to appeal an audit finding or decision in accordance with PJRFSI’s SOP-10, Appeal Procedure which is available at www.pjrfsi.com or upon request.

4.28. If part of the audit is conducted by virtually or remotely Organization is required to provide any necessary hardware and software and ensure it has staff with the necessary competency to support virtual audit activity. Organization is expected to be forthcoming with information and promptly reply to all requests from the Lead Auditor. Organization recognizes that PJRFSI has the right to terminate a virtual audit for lack of competency, capability and/or transparency and conduct the remainder of the

audit on-site.

4.29. Organization authorizes PJRFSI and its affiliates to use its name, logo, and/or trademark without notice or consent in connection with certain promotional materials and references that PJRFSI may use solely to identify Organization as a customer of PJRFSI.

4.30. Animal Confinement: Organization allows PJRFSI to review any records, conduct onsite audit and suspend and revoke certification. If an operation refuses to allow an inspector access to any part of an operation, during normal business hours, including the uncertified portions of the operation, the operation would be in violation of CCR 1326.5. and PJRFSI will promptly issue a Notice of Noncompliance to the operation.

5. Organization Quality Management System

5.1. Organization warrants and covenants with PJRFSI that it will at all times, during the term of the Agreement, comply with all reasonable requirements necessary for the issuance of the Registration Certificate of Approval. This includes, but is not necessarily limited to:

a) Maintaining in orderly fashion at the facility all documents, records and information related to and produced under the Management System as defined by the Organization's records, procedures and scope covered by the Registration Certificate(s) of Approval.
b) Complying with all statutes, rules, or regulations issued by any statutory or other regulatory authority; the release of information and/or on-site visits by regulatory bodies or Accreditation Bodies as may be required;
c) Complying with such other requirements as PJRFSI may reasonably find necessary to enable the Registration Certificate of Approval to be issued and maintained in force in conformity with high quality standards.

5.2. Organization shall provide PJRFSI in writing the name of the individual in charge of the Management System.

5.3. Organization warrants the completeness and accuracy of all documents and information supplied to PJRFSI, during the term of the Agreement, for the purposes of the Agreement.

5.4. Organization warrants and covenants with PJRFSI that it will keep a record of all complaints and any deficiencies found in products that affect compliance with the requirements and corrective actions relative to applicable standard and will provide such information to PJRFSI's Lead Auditor (LA) upon his/her request.

5.5. Organization warrants and covenants with PJRFSI that it will use all certification marks properly (see applicable SOP-3's latest revision available to clients at client only site www.pjrfsi.com) and include the rules for their use in their documented procedures.

5.6. Organization warrants and covenants with PJRFSI that it will not use its product certification in such a manner as to bring PJRFSI into disrepute and does not make any statement regarding its product certification that PJRFSI may consider misleading or unauthorized.

5.7. Organization acknowledges that any Registration Certificate of Approval issued hereunder, and the proprietary Certification Mark issued by PJRFSI, are and shall remain the property of PJRFSI; and Organization acknowledges further that such Registration Certificate of Approval may be withheld or withdrawn if, for example and without limitation, Organization does not comply with all reasonable requirements for the issuance of said Certificate of Approval or does not compensate PJRFSI for its services as provided in the Agreement. In the case of suspension of the Certificate of Approval, the Organization will refrain from further promotion of its certification during the period of suspension. In the case of withdrawal or cancellation of the Certificate of Approval, the Organization will return all copies of certificates, plaques, flags, and/or banners to PJRFSI. In the case of suspension, withdrawal, or termination of certification, the Organization must immediately upon notification discontinue its use of all advertising matter that contains any reference to its certification and acts such as removal of any claims from their website, returns the certificate, and any other publications

5.8. BRCGS, SQF, GLOBALG.A.P, GFCP, PrimusGFS, Leaf Maque, CanadaGAP, PJRFSI GMP for Dietary Supplements (NSF/ANSI 455-2), and PJRFSI Cannabis/Hemp Safety Standard.: Should PJRFSI suspend or withdraw the Organization's certification, the Organization must immediately advise relevant existing and potential customers regarding the status of certification. BRCGS: Organization must provide customers with information on the corrective actions to be taken in order to reinstate certification. If a critical nonconformity has been identified during an audit or if the Organization fails to achieve certification, Organization must immediately inform any customers who require notification in the event of these circumstances.

5.9. Organization acknowledges that sector-specific rules may change on an on-going basis and it is impractical for PJRFSI to issue contract amendments to address said changes.

6. Payment Terms

6.1 Schedule of Fees: The Agreement sets forth the basic charges for the services required by Organization ("Schedule of Fees"). Organization acknowledges that the Schedule of Fees is based on the information supplied to PJRFSI by Organization. Organization agrees that notwithstanding the fees listed in the Schedule of Fees, the final charges due and payable to PJRFSI shall be based on the actual services PJRFSI provides to the Organization, in accordance with PJRFSI's

prevailing rate structure and the actual conditions encountered, and the Organization agrees to pay such final charges in full.

6.2 Initial Payment: Upon execution of the Agreement, Organization agrees to pay to PJRFSI an initial payment equal to thirty percent (30%) of the anticipated charges for the first year's services ("Initial Payment"). The Initial Payment is non-refundable and will be credited against the Certification Audit and associated fees, if performed for the Organization. Upon execution of an Agreement for Training Services, Organization agrees to pay PJRFSI in full for the services to be provided.

6.3 Organic: Upon execution of the Agreement, Organization agrees to pay PJRFSI an initial payment equal to inspection deposit fee. The initial payment is non-refundable and will be credited against the certification inspection and associated fees, if performed for the Organization. Upon execution of an Agreement for Training Services, Organization agrees to pay PJRFSI in full for the services to be provided. Inspection fees calculated per PJRFSI Fee Schedule (FS-205org).

6.4 BRCGS and GLOBALG.A.P. Italy: Payments for BRCGS and/or GLOBALG.A.P. services in Italy are made to PJR Italy S.r.l. located at Via Bandello, 15 20123 Milano.

6.5 BRCGS UK: Payments for BRCGS services in United Kingdom are made to PJR Limited UK located at Whiteladies Business Centre, 12 Whiteladies Road, Clifton BS8 1PD

6.6 Adjustments to Charges: PJRFSI reserves the right to review its charges on an annual basis and to increase its charges by no more than five percent (5%) per year. Such an increase to charges shall apply without notice to the charges applicable to the services for the Organization, and Organization agrees to pay such increased charges. The parties may also agree to additional adjustments to charges in writing signed by the President of PJRFSI and an authorized representative of the Organization.

6.6.1 Organic: PJRFSI organic program is exempt from the adjustments to increase payment terms by no more than five (5%) per year. Please refer to the organic fee schedule for applicable fees.

6.7 Revisit, Surveillance and Recertification Audits: Revisit, Surveillance, and Recertification audits shall be conducted as determined by the audit score of the last certification audit according to the latest issue of the applicable SOP-1. Revisit, Surveillance, and Recertification audits are charged at the per-day rate applicable at that time. Surveillance and recertification audit times are estimates, based on the normative documents listed in section 2. Time may be adjusted for employee count changes, for verification of corrective actions for prior nonconformities or for other sector-specific reasons.

6.8 Travel and Lodging Expenses: Organization is responsible for travel expenses, billed at actual cost, which includes as applicable: travel time, airline travel, hotel, car rental, meals (CAD55.00/day) and auditor transportation (at current IRS milage). Organization shall timely reimburse PJRFSI for any and all travel and lodging expenses incurred in providing services to the Organization, upon receipt of documentary evidence from PJRFSI concerning such expenses.

6.9 Postponement or Cancellation: If Organization postpones or cancels any Assessment within 21 days from the first day of the agreed assessment date, PJRFSI will charge a fee equal to the greater of 50% of the quoted Assessment Fee, or one day at the per-day rate applicable at that time, PLUS the cost, at the prevailing per-day rate, of any work performed to date, PLUS any non-recoverable travel and lodging expenses incurred. These charges are not credited against any subsequent charges incurred by Organization. In an emergency situation, Organization may request and PJRFSI may waive these charges, in PJRFSI's sole and absolute discretion. The President of PJRFSI prior to the first day of the originally scheduled audit dates must sign such a waiver.

6.10 Payment: Except as otherwise provided in the Agreement or these Terms and Conditions, the Organization shall pay PJRFSI in full upon receipt of PJRFSI's invoice. PJRFSI may charge interest at the annual rate of 5% above prime as published by the Wall Street Journal or the highest interest rate permitted by law on any payments that were not made timely pursuant to the Agreement. Organization's obligation to pay PJRFSI under the Agreement shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organization.

6.11 Certification Fees: Certification fees cover the costs associated with the issuance of a new plaque, certificate, and related administration are due in full upon completion of the Certification/Recertification Audit and are included with the Certification/Recertification Audit Invoice. Certification Fees are subject to change, based on employee count.

6.12 Annual File Maintenance Fees: Annual file maintenance fees are charged at the time of the Certification/Recertification audits. BRCGS: File maintenance fees will only be charged once annually even if more than one Certification Audit is required within a calendar year. Annual File Maintenance Fees are subject to change, based on employee count.

6.13 Certificates: PJRFSI has the right to not issue a Certificate until the Organization pays all incurred and accrued charges to PJRFSI.

6.14 Registration Certificates of Approval: PJRFSI has the right to not issue a Registration Certificate of Approval until the Organization pays all incurred and accrued charges to PJRFSI.

6.15 SQF Database Fees: Organization must pay SQFI (Safe Quality Food Institute): an annual database registration fee based on Organization's gross sales during the previous financial year (see www.sqfi.com for fee schedule); and a per facility audit

database audit download fee.

6.16 BRCGS Directory Fee: Organization is responsible for a per audit BRCGS Directory upload fee (fee rate as determined by BRCGS) collected by PJRFSI and payable to BRCGS.

6.17 GFCP Directory Fee: Organization is responsible for a per audit GFCP Directory upload fee (fee rate as determined by BRCGS) collected by PJRFSI and payable to BRCGS.

6.18 GLOBALG.A.P. Fee: Organization is responsible for GLOBALG.A.P. System Participation fee applicable to each individual producer (also to each producer group member) collected by PJRFSI and payable to GLOBALG.A.P. once during a calendar year according to the product cycle. Organization is also responsible for Certificate License Fees applicable per issued certificate for each certification cycle. Payment of the relevant GLOBALG.A.P. System Participation fee does not guarantee the issuing of a certificate.

6.19 PrimusGFS Database Fee: Organization is responsible for an application, report entry, and certificate fee (fee rate as determined by PrimusGFS) collected by PJRFSI and payable to Azzule Service

6.20 Virtual Auditing Fee: If a virtual audit is conducted, organization will be responsible for a virtual auditing technology fee of $87.00. This fee includes virtual off-site preparation time, cost of PJRFSIs software licensing fees and, if necessary, other hardware and shipping of items to conduct virtual audits.

6.21 iCompliance Fee: Organization is responsible for iCompliance Service Premium which is calculated at 25% of the total cost for audit daily rate and PJRFSI and BRCGS fees.

6.22 Technology Fee: If organization possesses a billing/accounting system that PJRFSI is required to use in order to process invoicing services, a fee of $50.00 is assessed for each billing.

6.23 NC Closure: If extensive time is required by the Lead Auditor and/or PJRFSI to close our corrective actions due to the number and/or complexity of nonconformities and/or due to protracted communications with the Organization, PJRFSI will bill the Organization at the rate of CAD 187.50 per hour.

7. Liability, Remedies

7.1. PJRFSI shall not be liable for any loss or damage sustained by any person due to any act of omission or error during the performance of services by PJRFSI under the terms of the Agreement.

7.2. In the event PJRFSI materially fails to perform any services as required by the Agreement or otherwise breaches its obligations under this Agreement, the Organization's sole and exclusive remedy in connection with any such failure is to allow PJRFSI, in PJRFSI's sole and absolute discretion, to: (i) within a reasonable period of time, remedy the deficiencies identified by the Organization.

7.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR OTHERWISE, PJRFSI SHALL NOT HAVE ANY LIABILITY TO THE ORGANIZATION OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, LOSS OF GOODWILL, PERSONAL INJURY OR WRONGFUL DEATH, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING OR EXPANDING THE PROVISIONS OF ANY OF THE SECTIONS OF THESE TERMS AND CONDITIONS, IN NO EVENT SHALL PJRFSI'S LIABILITY FOR MONETARY DAMAGES EXCEED THE AMOUNT ACTUALLY PAID BY THE ORGANIZATION FOR THE SERVICES WITH RESPECT TO WHICH SUCH LIABILITY AROSE.

The parties acknowledge and agree that the provisions of these Terms and Conditions that limit liability or exclude consequential damages or other damages or remedies are essential terms of and are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of these Terms and Conditions and shall be enforced to the fullest extent permitted by law. Without limiting the generality of the foregoing, THE ORGANIZATION AGREES THAT ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR REMEDIES SHALL REMAIN FULLY VALID, EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. The limitations contained in this Section apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability.

7.4. NO THIRD-PARTY BENEFICIARIES: It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the contracting parties and that no benefits, rights, duties or obligations are intended nor conferred by this Agreement as to third parties not a signatory hereto.

7.5. The Organization and PJRFSI shall always maintain insurance, including workers' compensation insurance, sufficient to cover all liability that may result from activities conducted under or in connection with the Agreement. PJRFSI may require proof of such insurance either before undertaking its responsibilities under the Agreement, or at any time thereafter.

7.6. PJRFSI's remedies stated herein are cumulative and are not exclusive of any other remedies available at law or equity.

8. Indemnity

8.1. The Organization agrees and acknowledges that it shall indemnify and hold harmless PJRFSI and its directors, officers, employees, assignees, agents and shareholders from and against any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including reasonable attorney's fees, costs and expenses related thereto, arising out of or related to, without limitation: any claim regarding a breach of the Confidentiality section of the applicable SOP-1; and for SQF audits due to the requirement to publish to the SQFI database information regarding the Organization's SQF Registration Certificate of Approval and the Surveillance/Certification audit; and for BRCGS and GFCP audits due to the requirement to publish to the BRCGS Directory information regarding the Organization's BRCGS & GFCP certification; and for PrimusGFS audits due to the requirement to publish to the Azzule Database information regarding the Organization's PrimusGFS certification; and for GLOBALG.A.P. audits/inspections due to the requirement to publish to the GLOBALG.A.P. Directory information regarding the Organization's GLOBALG.A.P. certification; and CanadaGAP audits due to the requirement to publish Organization's Certificate information on PJRFSI.com; and for Organic inspections due to the requirement to publish to the USDA Organic Integrity database information regarding the Organization's Organic certification; and for PJRFSI GMP for Dietary Supplements (NSF/ANSI 455-2) audits due to the requirement to publish certification information on the PJRFSI directory of certified clients; LEAF Marque audits due to the requirement to publish to the LEAF Marque database information regarding the Organization's LEAF Marque certification; losses incurred as a result of Organization's noncompliance with local, state, or federal environmental, employment, consumer protection, food safety or other laws, regulations or related compliance regulations; losses occasioned by product liability and/or recalls; Organization's negligence or the negligence of its employees; losses occasioned by Organization's failure to notify PJRFSI of material changes, and/or incidents, recalls or legal proceedings; and any breach by the Organization of the Agreement (collectively "Claims"); and if requested, the Organization shall defend PJRFSI against any Claims and in any action or proceeding resulting directly or indirectly from Organization's own acts or omissions.

8.2. The forgoing indemnification obligations shall apply to the extent that any Claims are attributable to the Organization, its directors, officers, employees, assignees, agents, and shareholders. The Organization's indemnification obligation shall survive the expiration or termination of the Agreement for any reason and/or completion of the services for the Organization.

8.3. To the fullest extent provided by applicable law, Customer will indemnify, defend and hold harmless PJRFSI, its officers, directors, shareholders, employees, and agents (hereafter "Persons Indemnified") from and against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character ("Claim") presented or brought against the Persons Indemnified to the extent such claims are proximately caused by, arise out of, or relate to any claim of: (1) a violation of local, state or federal consumer protection or food safety law, regulation, ordinance by the Customer, its representatives, anyone directly or indirectly employed by Customer (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts or omissions any one of them may be liable; or (2) the negligence or willful misconduct, act or omission of the Customer, its representatives, anyone directly or indirectly employed by Customer (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts or omissions any one of them may be liable.

This indemnification obligation is specifically intended to indemnify and hold harmless the Persons Indemnified of and from any claims alleging personal injury, death or other injuries caused or relating to the use of Customer's products, which were processed, packaged, handled or manufactured in a facility whose management processes were certified by PJRFSI. The parties recognize that this indemnification obligation is needed because Customer will benefit from the PJRFSI mark on its products and packaging, which provides a substantial benefit to Customer, and in recognition that PJRFSI has reviewed and certified the Customer's management processes as opposed to its products.

9. Termination

The agreement and all terms and conditions shall automatically renew every year (which is the typical audit cycle) unless earlier termination by either party as follows (either party may terminate the agreement):

9.1 By Notice: with 90 days written notice.

9.2 By Default:
a) Immediately upon either party being notified by the other of any material breach of the Agreement, including those conditions detailed in the applicable SOP-1.
b) If Organization ceases its business operations whether in whole or in part.

9.3 Should the Agreement expire or be terminated whether by notice, default, in the case of Certificate withdrawal, or otherwise, the PJRFSI Registration Certificate of Approval issued pursuant to the Agreement shall forthwith become null, void, and invalid. The Organization shall cease to use the same and shall return it to PJRFSI immediately. Organization shall also return to PJRFSI all documentation and other matters issued pursuant thereto or bearing an indication thereof; and shall

immediately cease any and all publicity and other communications referring or alluding to any relationship whatsoever between Organization and PJRFSI, including any representation of the PJRFSI Certification Mark and/or PJRFSI Registration Certificate of Approval. Organization's obligation under this Section shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organization.

10. Miscellaneous Provisions

10.1 Force Majeure: PJRFSI shall not be liable in any respect should it be prevented or delayed from performing any of its obligations hereunder in an event or occurrence beyond its reasonable control and without its fault or negligence, including, without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, terrorism, piracy, riots or embargo delays, government allocations or priorities, severe weather conditions, and changes of law or regulation.

10.2 Law, Jurisdiction, Venue: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan, as if fully performed in the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. The parties agree that State of Michigan shall be the exclusive jurisdiction for all disputes in connection with the Agreement. Any dispute between the parties relating to the Agreement or the performance of the parties hereunder shall be subject to venue of the 52nd District - 4th Division Court in Troy, Michigan, Circuit Court of Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, as a convenient venue for both parties.

10.3 Waiver: The failure of either party to enforce any right accruing under the Agreement shall not be construed as a waiver of a subsequent right of such party to enforce the same or any other right, term, or condition.

10.4 Notices: All notices given pursuant to the Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, addressed:

a) If to PJRFSI, electronically to: Lauren Maloney (lmaloney@pjrfsi.com)
b) If to Organization, to the contact information listed in the Agreement.
c) Communications will be considered received on the 5th business day following mailing of such communication in the United States, 10 business days outside of the United States.

10.5 Electronic Communications: PJRFSI appreciates the limitations inherent in the process of electronic data exchange. Because PJRFSI intends to make the certification process as straightforward and expeditious as possible for the Organization, the parties acknowledge and agree that where there are any documentation discrepancies found between the Organization's document and the document in its original form as held by PJRFSI (whether received electronically or otherwise), the document in its original form shall control. Moreover, PJRFSI does not assume or accept liability for any unforeseen postponement or oversight that may result from electronic data exchange, trusting entirely in the validity of all information provided electronically by the Organization. Accordingly, the Organization agrees to exclude PJRFSI and all relevant third parties from all legal responsibility that may arise from any inconsistencies in electronic documents exchanged between the two, and shall indemnify, defend and hold harmless PJRFSI, its directors, officers, employees, assignees, agents, and shareholders of and from any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including reasonable attorney's fees, costs and expenses arising from any inaccuracies between electronic documentation and the original thereof.

10.6 Severability: Should any provision of the Agreement be determined to be invalid or unenforceable, it shall be adjusted so as to best reflect the intent of the parties to the maximum extent possible, and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

10.7 Entire Agreement: The Agreement constitutes the entire Agreement between Organization and PJRFSI with respect to this subject matter and supersedes any and all prior understandings and agreements to the contrary, written or unwritten, express or implied, and may only be modified by written agreement signed by the President of PJRFSI and an authorized officer or representative of the Organization.

10.8 Use of Contractors: The Organization hereby acknowledges that PJRFSI may use external resources, including contracted auditors, to provide certification services to the Organization and consents to the use of said external resources. PJRFSI shall take responsibility for the activities of all external resources, including contracted auditors.

10.9 Employment of Auditors: The Organization agrees not to hire or contract with, directly or indirectly, any PJRFSI auditor, or contracted auditor, who participated in the performance of auditing or certification services at any of the Organization's facilities, for a period of one year after completing said services or the expiration or termination of the Agreement for any reason. Should the Organization violate this restriction, it agrees to pay PJRFSI an amount of $100,000 U.S. Dollars in liquidated damages, and the Organization agrees that such an amount is a fair and equitable sum and is reasonable and appropriate in such a situation.

10.10 Disclaimer: In the event that the Organization's audit to the applicable standard is completed successfully and a Certificate of Approval is issued, the Certificate shall in no way be construed by any party as evidence of compliance with any other

standard, rule, regulation, statute, or ordinance or reflect or suggest absolute or even comprehensive conformity of the Organization's system and/or facility to any other standard, rule, regulation, statute or ordinance. The Certificate of Approval only indicates that the Organization appears to be compliant with a particular standard at a particular point in time. PJRFSI is not responsible for notifying any regulatory agency of any apparent or potential breach of any rule, regulation, statute, or ordinance PJRFSI may detect during the course of any audit. PJRFSI only agrees to audit the Organization's Management System for conformance to the applicable standard requested at the particular point in time. Further, PJRFSI shall not be liable for any nonconformity that may occur due to changes in the applicable standards and/or subsequent events. PJRFSI makes no claim or assertion that the Organization's Management System will continue to comply with the requirements of the audited applicable standard. It is incumbent upon the Organization to continue to follow the applicable standard(s). PJRFSI has no role in its continued implementation. PJRFSI is not certifying or attesting to the safety or fitness of any product or service or whether the Organization's employees are operating in compliance with all food safety regulations at all times. Rather, PJRFSI is only reviewing a particular management system at a particular time to assess whether it appears to be compliant with a particular standard. As such, PJRFSI cannot guarantee and does not purport to guarantee the safety or fitness of the Organization's product(s) or service(s) or that its product(s) or service(s) meet all food safety regulations at all times.

10.11 Confidentiality: PJRFSI agrees to maintain confidentiality regarding all information gained from the Organization from the time the Organization first expresses interest in PJRFSI services, except as required by our Accreditation Bodies, Standard Licensing Bodies, regulatory, or industry-specific groups or as otherwise provided by law or court order. PJRFSI ensures that all records, data, and information received during the execution of the audit as well as the written audit report remain confidential and the property of the Organization. Only with the Organization's written authorization will PJRFSI release audit data to any entity except when mandated by law, statute, or the regulations of Accreditation and Standard Licensing Bodies.

10.12 Transfer of certificates: PJRFSI shall not be liable for any previous omission prior to the date of the transfer of certification from another certification body. Transfers of certification are conducted in accordance with the applicable SOP-1. SQF: a Certified Organization must have a certification body appointed at all times. PJRFSI has the right to reject the transfer based on Technical Review of transfer documents.

10.13 Changes in certification requirements: PJRFSI will post any changes of certification requirements (including revisions to these conditions) to its website (www.pjrfsi.com). Because organization must abide by all new and/or modified requirements under any applicable standards. It is incumbent on the organization to monitor the PJRFSI website periodically for any such changes.

10.14 Equitable Relief: The Organization acknowledges and agrees that any breach of its obligations under Section 5.5, 5.6, 9.3 or 10.9 of these Terms and Conditions or of any applicable provisions of the documents referenced in Section 2 of these Terms and Conditions would cause irreparable damage to PJRFSI, the exact amount of which would be difficult to ascertain, and that the remedies at law and monetary damages for any such breach would be inadequate. Accordingly, in the event of any action taken or threatened by the Organization hereunder that, if taken, would constitute a breach of its obligations under any of these Sections, PJRFSI and it successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise. The Organization may not take any action or position inconsistent with this acknowledgement, and PJRFSI will be entitled to recover its attorney fees and costs in connection with the enforcement of this Section 10.14.

10.15 Costs of Enforcement: The Organization shall pay or reimburse PJRFSI for any and all costs and expenses (including reasonable attorney's fees, expert witness fees and court costs) incurred in enforcing its rights, including the rights to receive any payment for services provided to the Organization, under the Agreement. This provision shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organization.

10.16 Assignment: The Organization may not assign this Agreement, in whole or in part, without PJRFSI's prior written consent, which consent may be withheld by PJRFSI in its sole and absolute discretion, and any attempted assignment in violation of this Section will be void and of no legal effect. In the event of any permitted assignment by the Organization, on the effective date of the assignment Organization shall pay in full any and all amounts due PJRFSI under the Agreement, and Organization shall remain primarily responsible and liable to PJRFSI for any and all payments to PJRFSI under the Agreement after the assignment hereof or any rights or obligations hereunder.

10.17 Section Headings: The Section headings contained in these Terms and Conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms and Conditions.

10.18 Multiple Counterparts: The Agreement may be executed in multiple counterparts, each of which shall constitute an original agreement, but all of which shall constitute only one agreement. The signatures need not all be on a single copy of the Agreement between the parties, and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.

10.19 Organization acknowledges that sector-specific rules may change on an on-going basis and it is impractical for PJRFSI to issue contract amendments to address said changes. Organizations are responsible for conformance with the current edition

of the Rules, all Sanctioned Interpretations and Frequently Asked Questions applicable Food Sector standards including but not limited to BRCGS, SQF, GLOBALG.A.P., Gluten-Free Certification Program Global Standard, PJRFSI Cannabis/Hemp Safety Standard, PJRFSI GMP for Dietary Supplements (NSF/ANSI 455-2), PrimusGFS, Leaf Marque, CanadaGAP, Animal Confinement Program and/or National Organic Program.