GENERAL PURCHASING CONDITIONS ("GPC")

OF MHP FOOD UK LIMITED

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PREAMBLE

(i) These General Purchasing Conditions (**"GPC"**) apply to Agreements under which the Buyer purchases Goods, Works and/or Services, unless the Buyer and the Seller expressly agree otherwise in writing.

(ii) These GPC are intended for ordinary procurement transactions, including domestic and cross-border purchases. They do not apply to employment agreements, acquisitions or disposals of shares or businesses, financing arrangements, real-estate acquisitions or leases, commercial agency or distribution arrangements, or contracts expressly governed by mandatory industry forms (including GAFTA, FOSFA or charterparty forms), except to the extent that the relevant Agreement expressly incorporates these GPC.

(iii) These GPC form an integral part of each Agreement that expressly refers to them, attaches their text or provides a direct link to their accessible text. The Seller accepts these GPC by signing the Agreement, acknowledging a Purchase Order, commencing performance, delivering Goods or accepting payment under an Agreement incorporating these GPC, subject to mandatory form requirements applicable to particular contractual terms.

(iv) The version of these GPC expressly identified in the Agreement shall apply or, if no version is identified, the version published and accessible on the MHP Website on the date of conclusion of the Agreement shall apply, unless the Parties expressly agree otherwise.

1. DEFINITIONS

1.1. In these GPC, capitalised terms have the meanings set out below.

"Buyer" or **"MHP"** means MHP Food UK Limited, having its registered office at 3 Mill Race, Lemsford Mill, Welwyn Garden City, Herts, AL8 7TW, United Kingdom.

"MHP Group" means MHP SE and the legal entities that are directly or indirectly Controlled by MHP SE or are under common Control with it.

"MHP Affiliate" means any legal entity that directly or indirectly Controls the Buyer, is Controlled by the Buyer or is under common direct or indirect Control with the Buyer, including through one or more legal entities of the MHP Group.

"Control" (including **"Controls"** and **"Controlled"**) means the direct or indirect ownership, alone or jointly, including through one or more legal entities of the MHP Group, of more than fifty per cent (50%) of the votes, shares or participation interests in the relevant legal entity, or otherwise having decisive influence over its management or decision-making.

"Seller Affiliate" means any legal entity that directly or indirectly Controls the Seller, is Controlled by the Seller or is under common direct or indirect Control with the Seller.

"Seller" means the person or legal entity that supplies or agrees to supply Goods, Works or Services to the Buyer.

"Agreement" means the written arrangement between the Buyer and the Seller for the relevant procurement, including any signed contract, Purchase Order, Service Order, Statement of Work, Terms of Reference, Specification, annex, call-off, confirmation or other document that incorporates these GPC.

"Purchase Order" or **"PO"** means any purchase order, service order, work order or equivalent order issued or approved by the Buyer.

"Goods" means any products, materials, raw materials, equipment, spare parts, software supplied on a perpetual or embedded basis, consumables and other tangible items specified in the Agreement.

"Services" means any services specified in the Agreement, including professional, consulting, engineering, maintenance, repair, installation, IT, software-as-a-service, hosting, marketing, recruitment, training, logistics, transport, storage, handling, processing, testing and other services.

"Works" means construction, installation, fit-out, repair, maintenance, commissioning and other works to be carried out at a site or on property identified in the Agreement.

"Deliverables" means all reports, designs, drawings, specifications, software, configurations, data, documents, materials, studies, analyses, models, prototypes and other outputs to be produced by the Seller under the Agreement.

"Specification" means the technical, quality, safety, service-level or other requirements for Goods, Works, Services or Deliverables stated in the Agreement, the Buyer's specification, Statement of Work or Terms of Reference.

"Statement of Work" or **"SOW"** means a document describing the scope, content, requirements, deliverables, milestones, timetable and acceptance criteria of Services or Works, including terms of reference or a technical assignment.

A document forming part of the Agreement is characterised by its content and not by its title. In particular, a document (however titled, including a "specification", "order form" or "schedule") which sets out the Goods, Works or Services, their quantities, prices and delivery or performance terms is treated as part of the Purchase Order; a document (however titled, including a "technical assignment" or "terms of reference") which sets out the scope and requirements of Services or Works is treated as a Statement of Work; and a document setting out technical, quality, safety or service-level requirements is treated as a Specification.

"Buyer Property" means all property, materials, products, equipment, data, documents, credentials, intellectual property and other assets owned or controlled by the Buyer or an MHP Affiliate and made available to the Seller or held by the Seller for purposes of the Agreement.

"Personnel" means the Seller's employees, officers, agents, individual contractors and approved subcontractor personnel involved in performance of the Agreement.

"Business Day" means a day on which banks are generally open for ordinary business in the city of the Buyer's registered office, excluding official public holidays applicable there, unless the Agreement states otherwise.

"MHP Website" means the website at https://mhpglobal.uk/for-partners/ or any other official website or partner webpage operated or designated by the Buyer on which these GPC are published from time to time.

"Sanctions" means any applicable economic or financial sanctions, trade embargoes, asset-freezing measures, export or import restrictions or similar restrictive measures applicable to the Buyer, the Seller, the transaction, the Goods, the Services, the payment route or the relevant banks, carriers or other participants, including the sanctions referred to in clause 8.1.2.

"Applicable Law" means all laws, regulations, binding regulatory requirements, permits, licences, court or authority orders and mandatory standards applicable to a Party or the performance of the Agreement.

2. THE SUBJECT OF THE AGREEMENT AND ORDER OF PRECEDENCE

2.1. The Seller shall supply the Goods and/or perform the Works and Services, and the Buyer shall accept conforming performance and pay the agreed price, in accordance with the Agreement and these GPC.

2.2. The description, quantity, scope, price, delivery or performance dates, location, milestones and other commercial requirements shall be stated in the Agreement.

2.3. Unless an Agreement expressly states otherwise, the following order of precedence applies in case of conflict: (a) a signed negotiated contract or amendment expressly overriding these GPC; (b) the Purchase Order and any Statement of Work, Specification or Terms of Reference expressly incorporated into it; (c) these GPC; and (d) the Seller's quotation or proposal only to the extent expressly incorporated by the Buyer. The PO, SOW and Specification prevail over these GPC for commercial and technical particulars, including price, quantity, delivery or performance dates and locations, Incoterms, payment terms, agreed warranty periods, acceptance criteria and Specifications. Where these GPC expressly allow the Agreement to provide otherwise, such particulars may be specified in the PO without citing the relevant GPC clause. Any deviation from other legal provisions of these GPC must expressly identify the affected clause and be agreed in writing by authorised representatives of both Parties.

2.4. Any terms printed on or referred to in the Seller's quotation, order acknowledgement, invoice, delivery note, website, portal or other document are rejected and shall not apply unless expressly accepted in writing by an authorised representative of the Buyer. Payment, receipt, inspection or acceptance of Goods, Works or Services does not constitute acceptance of the Seller's terms.

2.5. No exclusivity, minimum purchase commitment, forecast commitment or volume guarantee arises unless expressly stated in a signed Agreement.

2.6. The Seller shall not rely on any forecast, estimate, plan or indication of future purchases as a binding commitment unless the relevant quantity is stated in a Purchase Order or signed Agreement.

3. PRICE, TAXES AND PAYMENT

3.1. Prices shall be those stated in the Agreement and, unless expressly stated otherwise, are fixed and include all costs necessary for full performance, including packaging, handling, labour, travel, accommodation, tools, licences, overheads, duties and delivery costs allocated to the Seller under the agreed delivery term. No surcharge or additional cost is payable without the Buyer's prior written approval.

3.2. Prices are exclusive of VAT, GST/HST or equivalent transaction taxes only where such taxes are properly chargeable and separately shown on a valid invoice. The Seller is responsible for all taxes imposed on its income, profits, Personnel and business, and for all employer, payroll, social security and similar liabilities.

3.3. Unless the Agreement states otherwise, payment is due within thirty (30) calendar days after the later of: (a) receipt by the Buyer of a correct and valid invoice; and (b) delivery and acceptance of the relevant Goods, Works, Services or milestone. If the Buyer has not notified reasonably specified non-conformities within the applicable acceptance or verification period, expiry of that period shall not prevent the payment period from commencing for conforming Goods, Works or Services duly delivered or performed, provided a correct and valid invoice has been received. Payment does not constitute acceptance and does not waive any right or remedy of the Buyer.

3.4. The Seller shall submit invoices only after the applicable delivery, milestone or acceptance event, unless an agreed advance payment applies. Every invoice shall identify the Buyer, the Purchase Order number, the Goods/Services/Works supplied, the relevant delivery or service period, the applicable taxes and the Seller's bank details.

3.5. The payment date is the date on which funds are debited from the Buyer's bank account. The Buyer is not liable for banking or compliance delays outside its reasonable control, provided it reasonably cooperates to resolve them. The charges of the Buyer's bank are borne by the Buyer. All charges, commissions and fees of the Seller's bank and of any correspondent or

intermediary bank are borne by the Seller, and the Buyer's payment obligation is discharged in full when the amount due is debited from the Buyer's bank account, irrespective of any such charges deducted in transit.

3.6. The Buyer may make any deduction or withholding required by Applicable Law. No gross-up applies unless expressly agreed in writing. The Seller shall promptly provide certificates of tax residence, forms and supporting documents reasonably requested by the Buyer to apply an available exemption or treaty relief.

3.7. If an advance or prepayment is agreed, the Buyer may require an advance-payment guarantee, parent-company guarantee or other security in a form reasonably acceptable to the Buyer. Unless the Agreement states otherwise, title to identifiable Goods, materials and work-in-progress paid for by the Buyer shall pass to the Buyer upon payment to the extent permitted by Applicable Law, without transferring risk before the agreed delivery point.

3.8. Payments may be made by the Buyer or an MHP Affiliate on the Buyer's behalf. A change to the Seller's bank account is effective only after written notification from an authorised representative and completion of the Buyer's verification procedures. The Buyer may suspend payment while a bank-detail change is being verified.

3.9. The Seller shall provide a valid VAT invoice complying with applicable United Kingdom tax requirements, including the Buyer's purchase order number and such information as is reasonably required for the Buyer to recover input VAT.

3.10. Where the Construction Industry Scheme or any similar mandatory withholding regime applies, the Seller shall promptly provide all information reasonably required for verification and the Buyer may make deductions required by law.

3.11. The Buyer may set off against any amount payable to the Seller any amount due from the Seller to the Buyer or an MHP Affiliate, to the extent permitted by Applicable Law. The Seller may not set off or withhold any amount without the Buyer's prior written agreement.

3.12. The Buyer may withhold a genuinely disputed amount while the Parties resolve the dispute. The Seller shall continue performance in respect of any undisputed part of the Agreement unless continued performance would be unlawful or unsafe.

4. DELIVERY, PERFORMANCE, ACCEPTANCE AND WARRANTY

4.1. The Seller shall perform the Agreement in full, on time, in accordance with the Specification, Applicable Law, good industry practice and all reasonable instructions of the Buyer that are consistent with the Agreement.

4.2. For Goods, the delivery term and place shall be specified in the Agreement. If an Incoterms rule is used, it means Incoterms 2020 unless the Agreement states another edition. Incoterms governs allocation of delivery obligations, costs and risk only; title transfers in accordance with clause 4.3.

4.3. Unless the Agreement states otherwise, title to Goods passes to the Buyer at the earlier of: (a) delivery at the agreed delivery point; or (b) payment by the Buyer for identifiable Goods, materials or work-in-progress. The Seller shall keep any Buyer-owned Goods or materials clearly identified and segregated. Risk passes in accordance with the agreed Incoterms rule or, where Incoterms does not apply, on physical delivery and acceptance at the agreed place.

4.4. Goods shall be properly packed, marked, protected and transported so as to prevent loss, damage, deterioration or contamination and to comply with Applicable Law and the Specification. The Seller is responsible for packaging unless the Agreement states otherwise.

4.5. The Buyer may inspect, test or audit Goods before or after delivery. Inspection, payment or use does not constitute final acceptance and does not waive latent-defect, warranty or other rights. The Buyer may reject Goods that do not comply with the Agreement within a reasonable time after discovery of the non-conformity.

4.6. Unless a different warranty period is expressly agreed in the Purchase Order or Agreement or a longer mandatory period is required by law, the Seller warrants Goods for twelve (12) months after acceptance or commissioning, whichever occurs later. The Seller warrants that Goods are new (unless otherwise agreed), of satisfactory quality, fit for the purpose communicated to the Seller, free from defects, compliant with the Specification and Applicable Law, and free from liens and third-party rights.

4.7. For defective or non-conforming Goods, the Buyer may require, at its option and at the Seller's cost: prompt repair, replacement, re-performance, refund, price reduction, collection and disposal, or procurement of substitute goods from a third party. The Seller shall reimburse reasonable related costs, including inspection, transport, removal, installation, recall and re-testing costs.

4.8. The Seller shall obtain and maintain all permits, licences, approvals, registrations and certificates required for its supply. Unless the Agreement expressly allocates an import permit or similar approval to the Buyer, the Seller is responsible for all approvals necessary in its own country and for its Personnel and operations.

4.9. Buyer Property remains the exclusive property of the Buyer or the relevant MHP Affiliate. The Seller shall use Buyer Property only for the Agreement, safeguard it with at least the same care as its own valuable property, keep appropriate records and return it immediately on request or termination. The Seller shall not create or permit any lien, pledge, security interest or other encumbrance over Buyer Property to the fullest extent permitted by law.

4.10. For Services and Works, the Seller shall perform the agreed scope, milestones and Deliverables in accordance with the Statement of Work, Terms of Reference, Specification and timetable. Any omission reasonably necessary to achieve the expressly agreed result shall be treated as included in the scope where it is customary and reasonably foreseeable for a competent supplier in the relevant field.

4.11. The Seller shall perform Services and Works with due skill, care, diligence and professional competence, using suitably qualified, experienced and legally authorised Personnel, and in accordance with applicable professional and industry standards.

4.12. Where key Personnel are identified in the Agreement, the Seller shall not replace them without the Buyer's prior written approval, not to be unreasonably withheld where the proposed replacement has equivalent or better qualifications and experience. The Seller remains fully responsible for all Personnel.

4.13. For Works or Services at a site of the Buyer or an MHP Affiliate, the Seller shall comply with site access, occupational health and safety, food safety, biosecurity, environmental, information-security and other reasonable site rules communicated to it. The Seller shall provide appropriate training, supervision, permits, personal protective equipment and safe systems of work, and shall promptly report incidents and near misses.

4.14. No change to scope, price, timetable, Specification, Deliverables or Personnel that affects cost or risk is effective unless documented in a written change order or amendment approved by the Buyer. The Seller shall not suspend performance while a change is being discussed unless required for safety or legality.

4.15. Unless the Agreement states a specific acceptance procedure, the Buyer shall have ten (10) Business Days after receipt of a Deliverable or completion notice to accept it or notify material non-conformities. Silence does not constitute acceptance. An acceptance certificate or act is required only if the Agreement or Applicable Law expressly requires one.

4.16. If Services, Works or Deliverables do not comply with the Agreement, the Seller shall promptly correct or re-perform them at its own cost. If the Seller fails to do so within a reasonable period specified by the Buyer, the Buyer may correct the deficiency itself or through a third party and recover the reasonable cost from the Seller.

4.17. The Seller may not subcontract a material part of the Agreement without the Buyer's prior written approval. Approval does not relieve the Seller of responsibility. The Seller shall ensure that approved subcontractors are bound by obligations equivalent to those applicable to the Seller in respect of confidentiality, data, sanctions, integrity, safety and intellectual property.

4.18. Where the Seller transports, stores, handles, processes, toll-manufactures or otherwise has custody or control of Buyer Property or products of MHP Affiliates, the Seller shall: (a) keep them identifiable and, where reasonably required, segregated; (b) maintain accurate stock and movement records; (c) not sell, pledge, mix, consume or use them except as authorised; (d) maintain appropriate security, temperature and quality controls; (e) permit stock verification; and (f) bear the risk of loss or damage while they are in its custody or control, except to the extent caused by an inherent defect disclosed by the Buyer.

4.19. If Services include software, hosting, SaaS, system access or digital Deliverables, the Seller warrants that they will materially conform to the Specification, be maintained in a secure and supported state, contain no malicious code or undisclosed disabling mechanism, and not introduce software that obliges the Buyer to disclose proprietary source code or license its proprietary materials on a copyleft basis without prior written approval.

4.20. The Seller shall maintain reasonable business-continuity and disaster-recovery arrangements appropriate to the Goods, Works or Services and shall promptly notify the Buyer of any event likely to materially affect continuity of supply.

5. DOCUMENTS, RECORDS AND AUDIT

5.1. The Seller shall provide all documents required by the Agreement, Applicable Law and the agreed delivery term. For Goods, as applicable, these may include invoices, packing lists, transport documents, customs declarations, certificates of origin, conformity, quality or analysis, safety data sheets, warranty certificates and insurance documents.

5.2. For Services and Works, the Seller shall provide the reports, Deliverables, completion certificates, service records, test results, licences, permits and other evidence of performance specified in the Agreement. Timesheets or acceptance acts are required only where expressly stated.

5.3. Documents shall be accurate, complete and in English unless Applicable Law or the Agreement requires another language. If an error or omission in a Seller document causes additional cost, delay, tax, customs or regulatory exposure, the Seller shall promptly correct it and reimburse the Buyer for reasonable resulting direct costs to the extent caused by the Seller.

5.4. The Buyer may require draft shipping, customs, tax or other material documents for review before issue or dispatch. Any review by the Buyer does not relieve the Seller of responsibility for correctness or compliance.

5.5. The Seller shall keep complete records relating to the Agreement, including records of costs where the price is reimbursable, for at least seven (7) years after final performance or such longer period as Applicable Law requires.

5.6. On reasonable notice, the Buyer or its professional advisers may audit records relevant to invoicing, compliance, Buyer Property, information security, quality, sanctions, anti-bribery, sustainability or other material obligations. In case of a suspected serious breach, fraud, security incident or regulatory request, the Buyer may conduct an audit on shorter notice. Audits shall be conducted so as to minimise unnecessary disruption and protect legitimate confidential information.

6. FORCE MAJEURE; SUSPENSION FOR EXTERNAL EVENTS

6.1. A Party is not liable for delay or failure to perform to the extent directly caused by an event beyond its reasonable control that could not reasonably have been avoided, overcome or mitigated, including natural disaster, war, terrorism, civil disorder, governmental prohibition, embargo, epidemic, major infrastructure outage or lawful strike not limited to the affected Party's own workforce (**"Force Majeure Event"**).

6.2. A Force Majeure Event does not include lack of funds, changes in market price, loss of profitability, ordinary shortage of labour or materials, failure of a subcontractor unless the subcontractor itself is affected by a qualifying Force Majeure Event and no reasonable alternative is available, or any event caused by the affected Party's breach or failure to maintain reasonable continuity arrangements.

6.3. The affected Party shall notify the other Party as soon as reasonably practicable and, where possible, within two (2) Business Days after becoming aware of the Force Majeure Event, describing the event, affected obligations, expected duration, mitigation measures and supporting evidence. It shall keep the other Party reasonably informed.

6.4. The affected Party shall use reasonable efforts to mitigate the effects and resume performance. The Buyer may source substitute goods or services during the affected period without liability to the Seller.

6.5. If a Force Majeure Event materially prevents performance for more than thirty (30) consecutive days, or makes the commercial purpose of the affected Purchase Order substantially unavailable, the Buyer may terminate the affected part of the Agreement by written notice without liability for future performance. The Buyer shall pay only for conforming Goods, Works or Services accepted before termination and any expressly approved unavoidable costs.

7. NOTICES, ELECTRONIC DOCUMENTS AND SIGNATURES

7.1. Operational communications may be sent by email to the contacts used by the Parties in connection with the Agreement. Formal notices of termination, material breach, claim or dispute shall be sent to the notice addresses stated in the Agreement or, if none is specified, to the recipient's registered office or principal business address, with a copy by email where an email address is expressly designated for contractual notices. An operational email address is not, by itself, a designated address for formal notices.

7.2. A notice sent by email is deemed received when it enters the recipient's information system without an error message, provided that a notice received after 17:00 local time at the recipient's registered office is deemed received on the next Business Day. This rule does not override mandatory service requirements for court or arbitration proceedings.

7.3. Agreements, Purchase Orders, amendments, acceptance records and other documents may be executed in counterparts and by electronic signature or other electronic means permitted by Applicable Law. A reliable electronic copy is admissible between the Parties to the same extent as a paper copy, subject to any mandatory form requirements.

7.4. The Seller shall promptly notify the Buyer of changes to its legal name, registration, ownership, authorised representatives, address, tax status, licences, contact details or bank details where those changes may affect performance, payment, KYC or compliance.

8. SANCTIONS, EXPORT CONTROLS AND TRADE COMPLIANCE

8.1. The Parties, their managers, representatives, staff, ultimate beneficial owners (individuals) and shareholders undertake to comply with the Agreement and to carry out their activities in strict compliance with the principles of legality and transparency, avoiding any offences or illegal actions, in accordance with the highest standards of business ethics and compliance, with intolerance of fraud, bribery, corruption and money laundering, including their use to finance or support any activity that may violate the guarantees in this Section. Additionally, each Party guarantees, on the date of conclusion of the Agreement and at any time during its term, the absence of:

8.1.1. violations of laws related to money laundering and terrorist financing, or violations that qualify as fraud, tax evasion or other economic crimes. Unproven allegations do not in themselves constitute a breach of this warranty; however, the Seller shall promptly disclose any investigation, charge or proceeding concerning sanctions, bribery, money laundering or other material economic offences that is reasonably likely to affect lawful performance of the Agreement or expose the Buyer or an MHP Affiliate to material compliance risk;

8.1.2. sanctions, namely trade, economic, financial or other sanctions, rules, embargoes or restrictive measures imposed (including after the date of conclusion of the Agreement) by a Sanctions Authority. **"Sanctions Authority"** means the competent authority of the United States, the United Nations, the United Kingdom, the European Union, including its Member States, and Ukraine, of the countries of registration of the Parties (including their founders and ultimate beneficial owners (individuals)), and any departments of the above-mentioned bodies or governments empowered to impose sanctions in the countries mentioned above;

8.1.3. residence of the Party (its founders, ultimate beneficial owners (individuals) or shareholders holding more than 10%) in a Restricted Territory;

8.1.4. having an office or representative office in a Restricted Territory, or knowingly engaging, in connection with the Agreement, any supplier, buyer, subcontractor, carrier, producer, consignee or payment intermediary located there, after reasonable due diligence appropriate to that Party's role and control. "Restricted Territory" means the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporarily occupied territories of Ukraine, and any other territory subject to comprehensive territorial sanctions or embargoes applicable to the transaction. The specific contractual restrictions listed above apply regardless of whether a particular territory is subject to comprehensive sanctions.

8.2. Either Party may, by prior written notice to the other Party, suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages or compensation) if it receives notice or information of a breach by the other Party of

the guarantees given under clause 8.1, or if the other Party fails to perform its obligations under clause 8.3. The Seller may exercise such right only on reasonable grounds supported by objective evidence of a material breach of clause 8.1 or 8.3, or a material sanctions or regulatory compliance risk associated with continued performance. Where lawful and reasonably practicable, the Seller shall first notify the Buyer of the grounds and allow a reasonable opportunity to address the identified risk; no such opportunity is required where continued performance would be unlawful.

8.3. In order to verify compliance with the above, each Party may request during the term of the Agreement, and the other Party is obliged to provide on request or on its own initiative, reliable documents and/or information (including information obtained from official bodies) reasonably necessary for verification or clarification, including in order to provide them to its servicing bank at the bank's request, including but not limited to:

– identification and verification of the Party (its representative), and verification of the signatory's authority;

– the ultimate beneficial owner (individual) of the Party or its absence, including the ownership structure and/or data enabling the ultimate beneficial owner (individual) to be identified;

– the purpose and nature of the business relationship or of a financial transaction carried out in the course of such relationship, and the consistency of information on the purpose of the Parties' activities;

– whether the ultimate beneficial owner (individual) of the Party is a national or foreign politically exposed person, a person performing political functions in international organisations, a member of the family of, or a person associated with, a politically exposed person, as well as the identification of the authorised persons of the Parties on whose behalf or in whose interests they act.

8.4. The Seller shall comply with all Sanctions, export controls, customs and trade restrictions applicable to it, the Goods, Services, technology, origin, destination, route, payment, banks and other transaction elements. The Seller shall obtain all licences or authorisations allocated to it under the Agreement or Applicable Law.

8.5. The Seller shall not route Goods, Services, technology, funds or performance through any person, bank, vessel, carrier, territory or arrangement if doing so would cause or reasonably be expected to cause the Buyer or an MHP Affiliate to breach Sanctions or mandatory trade restrictions.

8.6. The Seller shall promptly notify the Buyer if any relevant sanctions status, ownership, route, bank, origin, destination or licence changes or if it becomes aware of a potential breach.

8.7. The Buyer may also suspend payment or performance, reject an alternative route or bank, or terminate the affected Agreement immediately if the Buyer reasonably determines that continuing performance may be unlawful or expose the Buyer, an MHP Affiliate, its bank or logistics chain to a material sanctions or trade-compliance risk. To the extent permitted by law, the Buyer shall not be liable for losses resulting from such lawful suspension or termination.

9. BUSINESS INTEGRITY, HUMAN RIGHTS AND REGULATORY COMPLIANCE

9.1. The Seller shall comply with Applicable Law concerning bribery, corruption, fraud, money laundering, competition, tax, labour, immigration, health and safety, environment and business integrity.

9.2. The Seller, its Personnel and subcontractors shall not offer, promise, give, request or accept any bribe, kickback, facilitation payment or other improper advantage in connection with the Agreement and shall maintain proportionate policies, controls and accurate books and records designed to prevent such conduct.

9.3. The Seller shall disclose to the Buyer any actual or potential conflict of interest relevant to the procurement or performance, including any material personal or financial relationship with an employee or representative of the Buyer involved in the procurement.

9.4. The Seller shall respect internationally recognised human rights and comply with laws concerning forced labour, child labour, human trafficking, discrimination, working time, wages and freedom of association applicable to its operations and supply chain. It shall not knowingly use forced, bonded, trafficked or child labour in connection with the Agreement.

9.5. The Seller shall comply with applicable environmental requirements and shall obtain and maintain environmental permits necessary for its performance, including lawful handling, transport and disposal of waste and hazardous materials.

9.6. The Seller shall provide ownership, beneficial-ownership, registration, licence, tax, banking, financial or other KYC information reasonably requested by the Buyer and shall cooperate with reasonable compliance checks. A request for such information does not imply that the Buyer has accepted the Seller or assumed responsibility for its compliance.

9.7. A material breach of this Section is deemed a material breach of the Agreement and entitles the Buyer to suspend or terminate the Agreement immediately, without prejudice to other rights and remedies.

10. CONFIDENTIALITY, INTELLECTUAL PROPERTY, DATA AND INFORMATION SECURITY

10.1. **"Confidential Information"** means the Agreement and any non-public commercial, technical, financial, operational, legal, security, personal or other information disclosed by or on behalf of a Party in connection with the Agreement, in any form, that is identified as confidential or would reasonably be understood to be confidential.

10.2. The receiving Party shall use Confidential Information only for the Agreement, protect it using at least reasonable care and disclose it only to Personnel, professional advisers, financing or banking partners, MHP Affiliates and Seller Affiliates that need to

know it and are subject to confidentiality obligations. A Party may disclose information where required by law or a competent authority, to the extent legally permitted after giving the other Party prompt notice.

10.3. Confidentiality obligations do not apply to information that the receiving Party can demonstrate was lawfully known without restriction, independently developed, lawfully received from a third party without confidentiality duty, or becomes public other than through breach.

10.4. Confidentiality obligations continue for five (5) years after termination, except that trade secrets and information that remains confidential by its nature shall be protected for so long as it remains a trade secret or confidential under Applicable Law.

10.5. Each Party retains ownership of intellectual property owned or developed independently before the Agreement or outside its scope (**"Background IP"**). The Seller grants the Buyer and MHP Affiliates a worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence to use Seller Background IP incorporated into a Deliverable to the extent necessary to use, maintain, modify, support and exploit the Deliverable for the business purposes of the Buyer and MHP Affiliates.

10.6. Unless the Agreement expressly states otherwise, all Deliverables and intellectual-property rights created specifically for the Buyer under the Agreement (**"Work Product"**) shall vest in the Buyer upon creation to the fullest extent permitted by law. To the extent title does not automatically vest, the Seller hereby assigns and shall procure the assignment to the Buyer of all transferable rights in the Work Product, including future rights, upon creation. The Seller shall execute further documents reasonably requested to perfect ownership. To the extent moral rights cannot be assigned, the Seller shall obtain waivers or consents to the fullest extent permitted by law.

10.7. Where under the Agreement the Buyer acquires rights to use software, intellectual property, results of Works or Services, Deliverables or other similar results, such rights may, unless the Agreement expressly provides otherwise, also be exercised by MHP Affiliates for their internal business purposes within the scope, term, territory and other limitations of the relevant right, licence or Agreement. Such use by MHP Affiliates does not constitute a transfer of rights to third parties, sublicensing or distribution.

10.8. The Seller warrants that the rights granted by it and/or the permissions obtained by it from third parties are sufficient for such use by MHP Affiliates. Where the relevant right belongs to a third party, the Seller shall procure all necessary permissions or consents of that third party before such use begins, and shall notify the Buyer in writing before conclusion of the Agreement of any third-party licence terms that restrict use by MHP Affiliates.

10.9. The Seller warrants that Goods, Services and Deliverables do not infringe third-party intellectual-property rights. The Seller shall not include third-party materials, restrictive licences, open-source components or other dependencies that materially limit the Buyer's intended use without prior disclosure and approval.

10.10. Each Party shall comply with the UK GDPR, the Data Protection Act 2018 and other applicable United Kingdom data protection and privacy laws. Where the Seller processes personal data on behalf of the Buyer, the Seller shall process it only on documented instructions, implement appropriate technical and organisational security measures, ensure confidentiality, restrict subcontracting, assist with data-subject and regulatory requests, notify the Buyer without undue delay of any personal-data breach, and return or delete personal data at the end of the Services, unless law requires retention. The Buyer may require a separate data-processing agreement where appropriate.

10.11. If the Seller accesses Buyer systems, networks, credentials or data, it shall comply with the Buyer's reasonable information-security requirements, apply least-privilege access, maintain supported and patched systems, use appropriate authentication, encryption and logging, and notify the Buyer without undue delay and in any event within twenty-four (24) hours after becoming aware of a material cyber or information-security incident affecting the Buyer, any MHP Affiliate or the Agreement.

10.12. On request or termination, each Party shall return or securely destroy the other Party's Confidential Information, subject to legal retention duties and routine secure backups. The Seller shall promptly return all Buyer data and provide it in a reasonably usable format where the Services involve hosting, SaaS or data processing.

10.13. The Seller may not use the name, trademarks, logos, images or products of the Buyer or any MHP Affiliate, or the existence of the commercial relationship in advertising, publicity, case studies or references without prior written consent.

11. LIABILITY, INDEMNITIES AND INSURANCE

11.1. The Seller is responsible for all acts and omissions of its Personnel and approved subcontractors in connection with the Agreement as if they were acts or omissions of the Seller.

11.2. The Seller shall indemnify and hold harmless the Buyer and the relevant MHP Affiliates from reasonable losses, liabilities, damages, costs and third-party claims to the extent arising from: (a) the Seller's breach of the Agreement; (b) defective or unsafe Goods, Works or Services; (c) death, personal injury or property damage caused by the Seller; (d) infringement of third-party intellectual-property rights; (e) breach of confidentiality, data-protection or information-security obligations; (f) breach of sanctions, anti-bribery, labour, immigration or tax obligations attributable to the Seller; or (g) loss of or damage to Buyer Property while in the Seller's custody or control. The Buyer may enforce obligations expressed for the benefit of relevant MHP Affiliates and seek recovery of their losses to the extent permitted by Applicable Law; no Affiliate is required to become a party to the Agreement solely for that purpose.

11.3. Reasonable recoverable direct losses may include the cost of inspection, investigation, containment, recall, re-performance, repair, replacement, substitute procurement, expedited transport, regulatory response, restoration of data and reasonable professional fees, to the extent caused by the Seller and reasonably foreseeable.

11.4. Except for liabilities listed in clause 11.5, the Seller's aggregate liability arising out of an Agreement shall not exceed two hundred per cent (200%) of the total price paid or payable under that Agreement. For a framework or recurring Agreement without a fixed total price, the cap is 200% of the amounts paid or payable during the twelve (12) months preceding the event giving rise to liability.

11.5. No contractual limitation or exclusion applies to liability for fraud or fraudulent misrepresentation; wilful misconduct; death or personal injury to the extent liability cannot lawfully be limited; infringement of intellectual-property rights; breach of confidentiality, data protection or information security; sanctions or anti-bribery breach; employment, payroll, immigration or tax liabilities of the Seller; loss of or damage to Buyer Property in the Seller's custody or control; product recall or product-safety liabilities caused by the Seller; or amounts recoverable under insurance maintained or required under the Agreement, to the extent permitted by Applicable Law.

11.6. To the fullest extent permitted by law, the Buyer is not liable for the Seller's loss of profit, revenue, business, opportunity, goodwill or anticipated savings, or other indirect or consequential loss. The Buyer's aggregate liability under an Agreement shall not exceed the amounts payable for conforming Goods, Works and Services under that Agreement, except for liability that cannot lawfully be limited. This limitation shall not reduce any reasonable, unavoidable or non-cancellable costs expressly approved by the Buyer and payable under clauses 6.5 or 13.4.

11.7. Nothing in these GPC excludes remedies expressly available under Applicable Law that cannot lawfully be excluded or limited.

11.8. The Seller shall maintain insurance appropriate to its activities and risks, with reputable insurers, including as applicable: public/general liability; employer's liability or workers' compensation; professional indemnity for professional services; product liability; motor and cargo insurance; cyber insurance for material IT or data-processing Services; and property/care-custody-control insurance where the Seller holds Buyer Property. Any minimum limits specified in the Agreement are additional requirements. Evidence of insurance shall be provided on request.

11.9. Insurance does not limit the Seller's liability. The Seller shall promptly notify the Buyer of cancellation, material reduction or lapse of insurance required for the Agreement.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1. Unless the Agreement expressly specifies a different governing law, the Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales, excluding conflict-of-laws rules that would require application of another law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12.2. The Parties shall first attempt in good faith to resolve any dispute through negotiations between authorised representatives. A Party may give written notice of dispute, after which senior representatives shall meet or confer within ten (10) Business Days where reasonably practicable. This clause does not prevent either Party from seeking urgent interim or conservatory relief. If the dispute is not resolved within thirty (30) calendar days after receipt of the written notice of dispute, either Party may initiate proceedings under clause 12.3 or 12.4, as applicable. Nothing prevents either Party from taking urgent interim or conservatory measures or steps necessary to preserve its rights.

12.3. Unless the Agreement expressly specifies a different dispute resolution mechanism, if on the date of conclusion of the Agreement the Seller is a legal entity registered in the United Kingdom or a natural person habitually resident in the United Kingdom, any dispute not resolved under clause 12.2 shall be subject to the exclusive jurisdiction of the courts of England and Wales, unless the Agreement expressly provides for arbitration.

12.4. Unless the Agreement expressly specifies a different dispute resolution mechanism, if on the date of conclusion of the Agreement the Seller is a legal entity registered outside the United Kingdom or a natural person habitually resident outside the United Kingdom, any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed incorporated into this clause. The arbitration shall be administered by the London Court of International Arbitration (LCIA). The tribunal shall consist of one (1) arbitrator. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English.

12.5. The arbitral tribunal may grant any remedy available under the governing law. Either Party may apply to a competent court for interim, protective or conservatory measures before or during the arbitration without waiving the arbitration agreement.

12.6. Any judgment or award may be enforced in any court of competent jurisdiction, subject to Applicable Law.

13. TERM, SUSPENSION AND TERMINATION

13.1. An Agreement takes effect on the date stated in it or, if no date is stated, when accepted in accordance with clause 2 and remains in force until completion or earlier termination.

13.2. The Buyer may suspend all or part of performance immediately by written notice where reasonably necessary because of safety, quality, security, sanctions, regulatory, fraud, KYC, data-protection, information-security, financial-risk or material

performance concerns. The Seller shall take reasonable steps to protect Goods, Work Product, Buyer Property and ongoing Services during suspension.

13.3. The Buyer may terminate all or part of an Agreement immediately by written notice if the Seller: (a) commits a material breach that is incapable of remedy; (b) fails to remedy a remediable material breach within ten (10) Business Days after notice or such shorter period as is reasonable for an urgent quality, safety or security issue; (c) repeatedly fails to meet material delivery, quality or service requirements; (d) becomes insolvent, enters liquidation or analogous proceedings, except for a solvent restructuring; (e) loses a material licence or authorisation; (f) breaches Sections 8, 9 or 10; or (g) undergoes a change of control that creates a material legal, sanctions, security or commercial risk to the Buyer.

13.4. The Buyer may terminate an Agreement for convenience on thirty (30) calendar days' written notice, unless the Agreement specifies another notice period. In that case the Buyer shall pay for conforming Goods, Works and Services accepted up to the termination date and any reasonable, non-cancellable third-party costs expressly approved in writing by the Buyer, but not lost profit, loss of opportunity or unabsorbed overhead for unperformed work.

13.5. Except as provided in clause 8.2, the Seller may terminate an Agreement only for the Buyer's failure to pay a material undisputed amount that remains unpaid for thirty (30) calendar days after its due date and ten (10) Business Days after receipt of a final written notice requiring payment, unless non-payment results from a legal, sanctions, banking or bona fide dispute issue.

13.6. On termination or expiry, the Seller shall cease affected work as instructed, protect and deliver completed and partially completed Deliverables and Buyer-owned materials, return Buyer Property and data, provide a final account and reasonably cooperate in an orderly transition. The Buyer may require assignment of transferable subcontracts, licences or orders relating exclusively to the terminated scope, subject to third-party consent where required. Where Goods or Buyer Property remain in transit or in third-party storage upon suspension or termination, the Seller shall take reasonable steps to safeguard them and cooperate in their lawful delivery, return or transfer. Responsibility for resulting costs and risks shall be determined by the Agreement, the cause of suspension or termination and Applicable Law.

13.7. Termination does not affect accrued rights, payment obligations for accepted performance, or any provision intended to survive.

14. SURVIVAL

14.1. Provisions which by their nature are intended to survive shall survive expiry or termination, including clauses concerning payment, title, warranties, records and audit, sanctions, business integrity, confidentiality, intellectual property, data protection, information security, liability, indemnities, dispute resolution and post-termination assistance.

15. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL

15.1. The Seller may not assign, novate, transfer or charge any Agreement, receivable or material right or obligation, nor materially subcontract performance, without the Buyer's prior written consent. A permitted assignment or subcontract does not release the Seller from liability unless the Buyer expressly agrees.

15.2. The Buyer may assign, novate or transfer an Agreement, in whole or in part, to an MHP Affiliate by written notice to the Seller, provided that such transfer does not materially increase the Seller's substantive performance obligations. Such transfer shall not, by itself, alter the governing law or dispute resolution provisions of the Agreement.

15.3. The Seller shall notify the Buyer promptly of any proposed or completed change in ownership or control. The Buyer may require updated KYC information or terminate under clause 13.3 if the change creates a material compliance, sanctions, security or performance risk.

16. ENTIRE AGREEMENT AND EXCLUSION OF SELLER TERMS

16.1. The Agreement, including these GPC and documents incorporated in accordance with clause 2.3, constitutes the entire agreement between the Parties regarding its subject matter and supersedes prior proposals, negotiations, representations and understandings concerning that subject matter.

16.2. Each Party acknowledges that it has not relied on any statement not included in the Agreement, without limiting liability for fraud or fraudulent misrepresentation.

16.3. Seller terms are excluded in accordance with clause 2.4. No reference to a Seller quotation or proposal incorporates its standard terms unless the Buyer expressly states in writing that specified Seller terms are accepted.

17. VARIATIONS AND AMENDMENTS

17.1. The Buyer may publish an updated version of these GPC on the MHP Website. Unless the Seller expressly agrees otherwise, an update applies to new Purchase Orders and Agreements entered into after the effective date of the updated version and does not retroactively alter a previously concluded Agreement. Each published version shall state its effective date, and superseded versions shall remain identifiable and accessible for reference.

17.2. An individual Agreement may be amended only in writing by authorised representatives of the Parties, including by a written change order where the Agreement permits that method.

17.3. A waiver is effective only in writing and only for the specific matter waived. Failure or delay in exercising a right is not a waiver.

18. SEVERABILITY

18.1. If any provision of an Agreement or these GPC is illegal, invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its commercial purpose as far as possible. If modification is not possible, the affected provision shall be severed and the remaining provisions remain in force.

19. MISCELLANEOUS

19.1. The Seller is an independent contractor. Nothing creates employment, partnership, joint venture, fiduciary relationship, commercial agency or authority for the Seller to bind the Buyer or an MHP Affiliate. The Seller shall not hold itself out as having such authority.

19.2. The Seller is solely responsible for its Personnel, payroll, social security, immigration, work permits and employment obligations. Nothing in this clause overrides mandatory employee-transfer or similar laws that apply by operation of law.

19.3. The Seller shall not take any action or make any representation that creates or purports to create a permanent establishment, tax residence or other taxable presence of the Buyer, and has no authority to conclude contracts on behalf of the Buyer.

19.4. Rights and remedies under the Agreement are cumulative and do not exclude rights or remedies provided by law, except where expressly stated.

19.5. Headings are for convenience only and do not affect interpretation. References to "including" are without limitation. Singular includes plural and vice versa where the context permits.

19.6. These GPC are prepared in English. Any translation is for convenience unless the Agreement expressly states otherwise. The English version prevails between the Parties to the fullest extent permitted by mandatory law.

19.7. The Agreement may be signed in counterparts and each counterpart is treated as an original; together they form one instrument.

19.8. If performance requires access to third-party premises, systems or regulated activities, the Seller shall comply with the reasonable rules of the relevant owner or regulator that are communicated to it and that do not materially contradict the Agreement.

19.9. Nothing in these GPC obliges the Buyer to purchase any minimum quantity or prevents the Buyer from purchasing similar goods or services from other suppliers unless a signed Agreement expressly provides otherwise. Except as expressly agreed in an Agreement, no person other than the Parties has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of these GPC.