

This document corresponds to an Annex to the Offer and the Kiwa BCS Costa Rica Limitada service contract for the study process to confirm the compatibility of inputs for use in organic agriculture.

1. NATURE AND SCOPE OF APPLICATION OF THE SERVICES

- 1.1. KIWA BCS has developed a methodology for the evaluation of agricultural inputs, to determine their suitability for use in organic or ecological agriculture. The methodology entails carrying out a compatibility study of inputs or products for use in organic agriculture, consisting of the review of the technical specifications of the input or product, for which the Input Customer must provide detailed information on its ingredients, materials raw materials used in its manufacture and composition, percentages of its components, formulation, origin of the ingredients, function of the input, scope of application, production and treatment, to verify its compatibility with the provisions of the organic agriculture regulations described below : Regulation (CE) No. 889/2008 and Regulation (CE) No. 834/2007 (countries outside the EU); Regulation (CE) No. 2021/1165 (EU countries), applicable to the European Union; USDA/NOP-Final rule, applicable to the United States of America; and JAS Japanese Agricultural Standard for Organic Agricultural Products, Notification No.1605, applicable for Japan.
- 1.2. In the event that the input or product is considered compatible for use in organic agriculture, KIWA BCS will issue a Confirmation of Compatibility (CC) of the input that confirms it as suitable for use in organic agriculture.
- 1.3. The methodology and its procedure are detailed in Annex No. 1. Manual (Services, Procedures and Conditions), which will form an integral part for all legal purposes and is signed by the parties as a sign of acceptance and consent to its terms.
- 1.4. their compatibility with the standards for organic production and not at other criteria such as quality, efficiency, safety, labeling among other potential fields of application or legal requirements applicable to inputs. Therefore, the results and conclusions of the research carried out by KIWA BCS have no relevance to other potential areas or areas of interest concerning inputs.

2. COMPATIBILITY STUDY

- 2.1. The Parties have agreed that KIWA BCS carry out a study to confirm the compatibility of the input(s) to determine if it is suitable for use in organic agriculture, which are detailed in the respective Application Form.
- 2.2. The study will be carried out by the KIWA BCS office in San José, Costa Rica.
- 2.3. It is understood and accepted by the Client that the result of the study depends entirely on the veracity and accuracy of the information provided to KIWA BCS through the application forms and other documents required by KIWA BCS to carry out the study, inasmuch as The methodology contained in Annex No. 1, provides that the study of compatibility and conformity of the input or product with the regulations indicated in the second clause of this contract, be carried out based on the information presented by the Client. In the same way, KIWA BCS may require more information from the Client , if the information presented is not sufficient or if it is incomplete to conclude the study. Likewise, it is understood and accepted by the Client, that the study does not guarantee the result of confirmation of compatibility of the product for use in organic agriculture, since it corresponds to a scientific and formal study, in which no results can be guaranteed. beforehand.

3. CLIENT STATEMENTS

- 3.1. It is understood and accepted by the Client that:
 - 3.1.1. The KIWA BCS input evaluation program is a private service, which does not have the value of a certification, nor is it issued or replaces any registration issued by a government authority, due to the non-existence of uniform official definitions of the so-called inputs or equivalent substances. that can be used under an organic production regulation. Therefore, it is not official.
 - 3.1.2. That the confirmation of the compatibility of an input, determined by KIWA BCS, is the product of an evaluation process in which science and logic and the principles of organic agriculture as such are followed, as well as the guidelines of the regulations for current organic production.
 - 3.1.3. That the KIWA BCS evaluation program was created with the objective of giving producers, in third countries that do not have a precise regulation on the matter, a reasonable orientation of what can be considered as equivalent.
 - 3.1.4. That the organic production standards of the European Union relative to the member states only define two levels: acceptance of conformity or equivalence. This means that the inputs that are used in third countries have to be included in the respective EU regulations or that they must be equivalent according to the respective evaluation. Therefore, any competent authority of a Member State may decide individually and even differently from KIWA BCS. Based on the aforementioned, KIWA BCS does not guarantee the acceptance of the supplies and is not responsible in this regard.

4. SERVICE DESCRIPTION

- 4.1. Review of the technical specifications of the input focusing on ingredients/raw materials (composition), formulation, origin of the ingredients, production process, function and scope of application.
- 4.2. Evaluation of the compatibility of the information provided by the client with the regulations for organic production no. 834/2007, no. 889/2008 and no. . Other national regulations may be evaluated in mutual agreement with the client and assuming the corresponding additional cost.
- 4.3. In the event of detecting the incompatibility of ingredients/processes with the regulations for organic production, guidelines will be indicated that allow the client to opt for changes to comply with the requirements of said regulations.
- 4.4. Once the evaluation process is completed, an “ **Evaluation Report** ” will be issued.
- 4.5. **Confirmation of Compatibility (CC)** ” will be granted as proof that the input is compatible with the requirements of the regulations for organic production, this document will include a QR code that will allow the document to be redirected to the official list of supplies published by Kiwa BCS. The CC is valid in any country; therefore, it is not necessary to apply twice for the evaluation of an input under the same client.
- 4.6. Inclusion of the name of the input and data of the client company in the list published by KIWA BCS. It will be available to the public on the KIWA BCS website: <https://www.kiwa.com/lat/es/servicios/certificacion/evaluacion-insumos/> . This register is periodically updated each month. However, KIWA BCS does not guarantee that the inputs or products that appear on said list maintain their compatibility rating for use in organic agriculture, but only on the date indicated at the bottom of the list corresponding to the last update.
- 4.7. Permanent update on changes in the regulations for organic production, which could affect the client in some way and which would imply modifications/adaptations in the products.
- 4.8. In the event that the result of the evaluation of the input is positive for one or more standards, it is authorized to include the Kiwa BCS Öko logo on the label or other material Garantie GMBH, provided that the authorization to use the logo is signed and accompanied by the phrase authorized by Kiwa BCS.
- 4.9. KIWA BCS guarantees confidentiality, impartiality and the absence of conflicts of interest that may influence the evaluation process (principles presented in the ISO 17065 Guide).
- 4.10. All information provided by the client is protected as strictly confidential. Third parties and KIWA BCS undertake to protect this information, not to use it for purposes other than the CC devaluation and issuance process. The information contained in the Application Form is exclusively used for the study of the equivalence of inputs with the generic list of permitted substances of each regulation for organic production.
- 4.11. The references to send information and samples to the KIWA BCS Costa Rica office are the following:

Manager: Eng. Humberto Gonzalez (humberto.gonzalez@kiwa.com)
 Responsible: Ing. Nicole Soto Herrera (nicole.soto@kiwa.com)
 Phone: (506) 2241-2794 / (506) 2235-5590
 Physical address for shipments: Calle 14, between avenues 63 and 65,
 San Juan de Tibas, San Jose.
 Costa Rica, Central America.

5. PROCEDURE

- 5.1. The evaluations of inputs for use in organic production are carried out in the offices of KIWA BCS, located in Costa Rica.
- 5.2. The client must first complete an “ **Application Form** ” prepared by KIWA BCS and send it signed by the legal representative (via email). One form must be completed for each input (commercial brands with the same formulation and composition can be included in a single form). This document corresponds to an affidavit.
- 5.3. Based on the Request Form sent by the client, KIWA BCS issues a formal “ **Quotation** ” for the service. This quote is sent via e-mail to the customer.
- 5.4. If the quotation is accepted, the client must send this document “ **Manual** ” and the “ **Contract** ”, complete and signed by the legal representative.
- 5.5. Before starting the evaluation process, the client must pay the total amount quoted and send to the offices of KIWA BCS Costa Rica Ltda., a copy of the deposit receipt in their bank (via e-mail). The evaluation process will not start until payment is verified (by transfer or bank deposit) in the KIWA BCS account. The data for the bank transfer is included in the quote.
- 5.6. must be sent (via courier) to the KIWA BCS Costa Rica office, when requested. A minimum of 500 grams or 500 ml of each product is required to carry out the respective laboratory analysis.
- 5.7. The client must submit a copy of the commercial label and technical sheet of the final product, in addition, they must provide all the information requested throughout the evaluation process. The customer must sign an affidavit confirming that the information described on the label is accurate and truthful and that contained by the input. Prior to the authorization of the labeling (advertising material), KIWA BCS will verify the correct use of the logo in accordance with the provisions of section C (Conditions) point 14 of this annex.

- 5.8. Once the evaluation process is completed, an Evaluation Report will be issued. This document will indicate the regulations and use under which the input was evaluated if the result is that it meets the requirements of the regulations for organic production; otherwise, the reasons why it does not meet the requirements of one or more regulations will be indicated. The document will be sent to the client via e-mail.
- 5.9. The estimated time for the issuance of the CC is 15 business days from the day the analysis results are received, as long as the client has submitted the information requested during the evaluation process accurately/completely and it is specified. positively the evaluation for one or several norms. The original CC will be sent only via email.
- 5.10. To renew the CC, the client must submit a complete and signed “ **Renewal Statement** ” (prepared by KIWA BCS) one month before its expiration .
- 5.11. Based on the information provided in the renewal letter, the quote for the CC renewal service is issued. The client must pay the total amount quoted and send any other information requested by KIWA BCS prior to the issuance of the CC. KIWA BCS reserves the right to request new samples, repeat analyzes and request additional statements/information.
- 5.12. The validity of the CC is one calendar year. The expiration date of the CC corresponding to a renewal is exactly one year in relation to the CC that precedes it. Open periods are not allowed.

6. CONDITIONS OF SERVICE

- 6.1. The sending of the Request Form sample of the input and additional information by the client does not guarantee the issuance of the CC.
- 6.2. The amount quoted/paid for the evaluation service is independent of the final result. In case of incompatibility of the input with the norms for organic production, the evaluation is specified in a negative way and no money refunds will be made.
- 6.3. The evaluation is carried out based on the information presented in the Application Form signed under affidavit and additional information presented by the client. Any error in the evaluation/renewal process caused by false, incomplete or confusing information (including chemical analysis), is the responsibility of the legal representative of the client company. In this case, KIWA BCS will be released from any responsibility or obligation.
- 6.4. KIWA BCS evaluates the input only under the scope of application and use indicated by the client.
- 6.5. KIWA BCS reserves the right to request additional information to that included in the Request form, in case it is not sufficient to determine the compatibility/equivalence of the input with the regulations for organic production.
- 6.6. The CC does not supplant the regulations or the decisions of the control authorities of each country.
- 6.7. Any change of supplier (raw material and others), composition, formulation, process, and/or presentation of the input must be reported to KIWA BCS prior to its implementation for its respective review and approval. In case of not reporting changes to the KIWA BCS Regional Office in Costa Rica, the CC will be automatically canceled and the legal measures considered pertinent will be taken. KIWA BCS does not have any type of responsibility if the client has not informed about changes in the product.
- 6.8. In those cases where the changes warrant a new evaluation process (re-evaluation), KIWA BCS reserves the right to make a new decision and deny/annul the CC if it considers that the changes do not comply with the requirements of the regulations for organic production.
- 6.9. KIWA BCS reserves the right to carry out inspection visits to the production site of the input, whether with prior notice or not, in order to verify the consistency, veracity and integrity of the information presented by the client.
- 6.10. KIWA BCS may locate samples of the evaluated products (in commerce), in order to carry out the analyzes that allow corroborating the veracity and consistency of the information provided during the evaluation process.
- 6.11. If there are changes in the regulations for organic production, KIWA BCS will proceed with a review of the inputs that may be affected by said changes and, if deemed necessary, will carry out a reassessment. In these cases, KIWA BCS has the right to cancel the CC prior to the reassessment of the input. The cancellation will be effective even without prior notice; however, the decision of KIWA BCS and the regulatory changes will be immediately notified to the client so that they can make the necessary adjustments and apply for reassessment. The client must release KIWA BCS from any responsibility for the legal changes generated by this decision.
- 6.12. Supplies whose CC has not been renewed will be removed from the list published on the website once said CC has expired.
- 6.13. If there is evidence that an input fails to comply with the evaluation requirements and/or clauses indicated in the contract and this Manual, the CC will be canceled immediately. KIWA BCS reserves the legal measures to be taken. Any responsibility will have to be assumed by the client.
- 6.14. The use of the KIWA BCS Öko logo is authorized Garantie GMBH on labeling or other advertising material for inputs provided that:
 - 6.14.1. The input has valid CC (up to date).
 - 6.14.2. Previously sign the “ **Authorization to use the logo** ”.
 - 6.14.3. Use the KIWA BCS input logo (provided once the authorization to use the logo is signed).

- 6.14.4. Include on the label the phrase authorized by the agency in which it is indicated that the product has been evaluated by KIWA BCS for its use in organic agriculture (This phrase is provided once the evaluation process for one or several standards has been positively concluded).
- 6.15. The KIWA BCS input logo (or other reference to the agency) should not be used on the labeling or advertising material of inputs that do not have a valid CC. If such non-compliance has been proven, KIWA BCS will take the legal measures it deems appropriate.
- 6.16. Requests, suggestions and complaints should be made directly to the KIWA BCS Regional Office in Costa Rica.
- 6.17. KIWA BCS reserves the right to authorize or reject changes in the information presented in the Application Form, in the Contract, in the Authorization to use the logo and in any other document necessary to prepare and execute the study of compatibility of supplies either of form or content, to be able to evaluate the input according to the specifications indicated by the client.
- 6.18. KIWA BCS may request additional information or clarifications in writing at any time and without prior notice to the client. Refusing to respond to the request is sufficient reason to end an evaluation process or cancel the CC.
- 6.19. The use of the terms "Certified", "Organic", "Biological", "Ecological" or similar phrases suggesting the concept of a certification, either in the labeling or other advertising material of the inputs, is not authorized, since the CC it is not a certificate.
- 6.20. If, after starting the evaluation process, the client takes more than 90 business days to respond to KIWA BCS's queries, the process will be terminated; however, the client may request an extension in writing (before the end of said period). If the extension is not requested, KIWA BCS will proceed to issue the Evaluation Report with a negative final decision, rejecting the compatibility of the product for use in organic agriculture, which will be sent to the client.
- 6.21. If the final decision of the evaluation process is positive for one or several standards, since the product is compatible with organic agriculture standards, the client must submit the Evaluation Report signed by the legal representative. If the final decision is negative, KIWA BCS will send the Assessment Report as a notification that the process has been completed.
- 6.22. If deemed necessary, KIWA BCS may make changes to this Manual and other documents of the Input Evaluation Program for use in Organic Agriculture, in which case, the client must submit the new signed documents.
- 6.23. All documentation must have the signature of the legal representative of the company to be considered valid and binding for the parties.
- 6.24. The signed documents must be sent via mail and physically to the offices of KIWA BCS Costa Rica.
- 6.25. The customer must cover the costs of additional measures taken by the KIWA BCS agency to ensure the consistency of the results of the evaluation process (inspection visits, analysis, taking samples in the trade or others).
- 6.26. KIWA BCS reserves the right to adjust the "Supply Rate Table" with prior notification to the client.
- 6.27. Comments regarding the input rate table:
- 6.28. The unit cost of the evaluations decreases as more inputs are applied.
- 6.29. If a Request Form is sent for different supplies on different dates, each evaluation process will be considered as an independent quote and the volume discount does not apply.
- 6.30. The cost for the renewal of the CC corresponds to 60% of the initial cost of the evaluation, as long as the number of inputs is kept constant.
- 6.31. For customers in Europe, the cost may vary based on the exchange rate of the US dollar.
- 6.32. The input rates table does not include the costs for laboratory analysis, sample shipping costs, customs clearance costs, bank transaction costs, CC shipping costs by Courier, nor sales taxes or other types of tax stipulated in each country; therefore, they must be covered by the client later.
- 6.33. This table also does not include the costs/expenses for inspections and other additional measures taken by the KIWA BCS agency to ensure the consistency of the evaluation results, which must be covered by the client.
- 6.34. When applied for the evaluation of more than one input, KIWA BCS groups them according to uses and references, issuing the minimum CC that it deems necessary. If the client wants a CC for each input, an additional amount of US\$ 40.00 is charged for each CC.
- 6.35. If the client wants to include new trade names (trademarks) for a product already evaluated (to market in different countries, for example), an additional amount of US\$ 120.00 is charged for each new brand.
- 6.36. If the client requests changes to a CC that had already been approved and for which the original has been issued, an additional amount of US\$ 50.00 is charged; provided that said request is not the result of an error made by KIWA BCS.
- 6.37. If the client requests a CC in languages other than English and Spanish, an additional amount of US\$ 120.00 is charged for each document.

7. COSTS AND PAYMENT

- 7.1. The Client will pay KIWA BCS the amount indicated in the corresponding quotation, considering the payment references indicated therein.

7.2. A quote signed by the Customer for each product submitted to the study will be attached to this document in Annex No. 2. **Approved Quotes**, which will form an integral part of the contract for all legal purposes and is signed by the parties as a sign of acceptance and consent to its terms.

8. VALIDITY AND RENEWAL

- 8.1. The validity of the CC is one calendar year. The expiration date for the CC corresponding to a renewal is exactly one year in relation to the CC that precedes it.
- 8.2. The foregoing, as long as KIWA BCS does not revoke the confirmation, which can happen if KIWA BCS has verified or has doubts about the veracity of the information provided by the Client or is aware that the technical specifications of the input or product have changed. and no longer meet the criteria to be considered compatible for use in organic agriculture.
- 8.3. The responsibility for not communicating changes in the product will fall on the client. This includes the presence of substances not allowed in the product, whether caused or not by the customer.
- 8.4. The client must release KIWA BCS from any responsibility, guaranteeing at all times that the product remains identical to that reported during its first evaluation and last update, including composition and formulation.
- 8.5. The client approves and authorizes that, at any time, KIWA BCS may inspect its facilities and take samples of the evaluated inputs or products, in order to verify the continuity of compatibility.
- 8.6. In any case, once the confirmation period has elapsed, the Client may request its renewal, for which purpose he must resubmit the request and present an affidavit of renewal (signed) in which he will state that the information and other characteristics of the product remain identical and have not been altered with respect to the original application. The cost of the renewal will be 60% of the initial cost of the evaluation, as long as the number of supplies remains constant, an amount that the Client will pay to KIWA BCS in advance.

9. MUTUAL AGREEMENT

- 9.1. The parties expressly state that this agreement is the result of negotiations and mutual concessions between them, which are taken advantage of by both, and from which both are benefited.

10. PARTIAL NULLITY

- 10.1. The nullity or illegality declared by the competent authority of any of the stipulations of the contract or its annexes, will not affect the validity, legality and enforceability of the remaining stipulations.

In faith whereof foregoing, we accept and record our agreement by signing this agreement in two originals, each with equal validity and formality and constitutes a single agreement between THE PARTIES, at the city of San José, Costa Rica, the 26 of the month July of the year 2023.

Ing. Humberto González Guerrero
Regional Office Manager
For Central America
Kiwa BCS Costa Rica Limited
Legal ID 3-102-714408

Jason Schmidt
Albion Laboratories INC
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