

1. PRELIMINARY DISPOSITIONS

Junta Islámica, through the Comisión de Trabajo Instituto Halal (hereinafter, "IH"), registers a commercial entity under the name Estándar Global de Certificación Halal, S.L. (hereinafter, "EGCH"). This entity will be entitled to create and control the subsidiaries deemed necessary both at national and international levels. Furthermore, the entity will be entitled to the exclusive management and trade of the use of the "Marca de Garantía Halal de Junta Islámica" mark (hereinafter, "MGHJI"). Unless otherwise agreed in writing, all the issued offers and executed services, as well as all the contractual relations between EGCH or any of their subsidiary companies or agents and any requester of certification services (hereinafter, the "Client") will be governed by these General Conditions.

These General Conditions and, accordingly, the request of certification, the Codes of Practices, the Offer and the usage conditions of the EGCH certification mark will make the agreement (hereinafter, the "contract") between the Client and EGCH as regards the subject of the contract. Unless otherwise agreed in writing and signed by the Client and EGCH, no modification of the terms of this contract will have effect.

For the right use of the MGHJI, all the actions related to the Halal certification and to the use of the MGHJI will be governed by the main document, named "Reglamento de Uso de da MGHJI" and by the certification handbook, ("Manual de Certificación – Declaraciones y Obligaciones")—both must in their latest version in force.

2. SERVICES

2.1.- These General Conditions will be of application to the following services (hereinafter, "The Services"):

- Halal certification services as per documents of non-mandatory standards, specifications or technical regulations;
- Certification services for quality, systems, environment and other certifications in management systems, as per national, international or private standards.

c) Halal certification services for services as per non-mandatory, private or technical standards

2.2.- At the end of the assessment programme, EGCH will prepare and send a report to the Client. The recommendations given in such report will not be binding for the Certifying Entity and the decision of issuing a certification will be exclusively subject to the criteria of the Certifying Entity.

2.3.- The Client states that they are aware of the fact that EGCH providing them their services will not mean that they or any third party might not assume or might be totally or partially discharged of any of the obligations taken by any of them between them or before any third party.

2.4.- The certification, suspension, withdrawal or cancellation of any certification will have to comply with the "Manual de Certificación – Declaraciones y Obligaciones".

2.5.- EGCH will be entitled to outsource all or some of their services to an agent or subcontractor. The Client hereby authorises EGCH irrevocably to disclose to the agent and/or subcontractor all the information needed for such execution.

About the "non-accredited" certification: the "non-accredited" certification is not covered by the EIAC certification, nor by any certification from any other certification entities (ENAC, GAC, JAKIM, MUI, etc.), neither by international agreements; since it does not guarantee the fulfilment of the certifying requirements. Even though the required activities match the EGCH's certification reach, the fact that it is an accredited certification will have to be clearly indicated.

3. OBLIGATIONS OF THE CLIENT

3.1.- The Client will make sure that all product samples, the access to them, the assistance, information, registrations and premises will be available for EGCH when EGCH requires so; including the assistance of duly qualified staff of the Client. Also, the Client will provide EGCH with an unencumbered space for the pertinent meetings.

3.2.- The Client acknowledges, expressly and formally, that they have not been induced to enter this agreement; also, they state that they have not been given any guarantee, representation, statement, agreement, covenant or commitment of any nature other than that expressly stated in these General Conditions. Any other condition, in any format, of the internal regulations of the client or in their documents which aims at adding to or modifying these General Conditions will not have any effect unless expressly accepted in writing by EGCH.

3.3 The Client will follow all the necessary steps to eliminate or solve any obstacle or interruption in the execution of the services.

3.4 With the aim of allowing EGCH to comply with the safety and health legislation in force, the Client will provide EGCH with all the information available about eventual or known hazards the EGCH staff may come across during their visits. EGCH will follow all the

necessary measures to guarantee, while in the Client's premises, the safety of their staff by complying with the Client's safety and health regulations; provided the Client duly informs the EGCH about them.

3.5.- The Client will only be entitled to reproduce or public excerpts of any of EGCH's reports if the name EGCH does not appear in any way or if the Client has EGCH's previous authorisation. EGCH reserves the right to all the pertinent legal actions if this clause was not complied with or if EGCH considers their name has been misused. The Client will not disclose the details about how EGCH carries out, directs or executes their operations.

3.6.- The Client will immediately inform EGCH of all and each and every one of the changes in the premises whenever these changes could affect their management system, services, products, procedures or systems. Any breach of this information obligation could result in the withdrawal of the certification. Also, the Client is obliged to inform EGCH of any relevant nonconformity cases during the internal audits carried out by the Client, any of their partners or the Public Administrations.

3.7.- The company assumes the obligation to declare in the form and frequency required by EGCH all the production and/or sales of Halal products; EGCH will take all the necessary measures if this obligation is not complied with. The breach of this requirement in the form and frequency stated by EGCH might generate NC cases and, consequently, the suspension of the MGHJI certification.

4. FEES AND PAYMENTS.

4.1.- The fees quoted to the Client include all the phases leading to the conclusion of the Evaluation Programme or of the operations as well as the presentation of a report and periodical audits carried out by EGCH to maintain the certification. Being the fees based on the prices applicable to the presentation time of the proposal, EGCH reserves the right to increase the prices throughout the registration period. EGCH will also be entitled to increase their fees if the Client's instructions change or are not in accordance with the information which was initially provided to EGCH before the budget was elaborated. However, the Client will be informed of any increase in the fees.

4.2.- The fees for the services which have not been included in the proposal and for works which are necessary due to the nonconformities detected will be increased; including but not limited to, the costs resulting from:

- The repetitions of any part or the totality of the Evaluation Programme or the necessary

operations due to the registration of procedures and rules which have not been complied with;

b) Re-evaluations due to changes in the management system or in the products, processes or services.

c) Compliance with any document request or statements related to the works carried out by EGCH.

4.3.- Regardless of clause 4.2, the additional fees will be added to EGCH's fees due to emergency orders, cancellations or rescheduling of services, in spite of them being for only a part of the repetitions of the Evaluation Programmes required, as stated in the Codes of Practices.

4.4.- When the Client requests so, they will be provided with a copy of EGCH's fees.

4.5.- Unless otherwise agreed, all the fees quoted do not include travel expenses neither subsistence allowances (which will be paid by the Client as per EGCH's travel expenses policies). The Client will pay the taxes and fees which may result from the provision of services.

4.6.- Before the certification is sent, EGCH will issue an invoice for the Client. The invoices for additional and later works will be issued when those works are over. Unless an advanced payment has been agreed upon, all invoices will be paid within thirty (30) days since the invoice date (hereinafter, "expiry date") regardless of whether or not the Client's products or systems can be certified.

4.7.- Any use of any of the reports or certifications, or of the information contained in them by the Client will be conditioned to the payment of all fees and charges in the due time. In addition to the resources contained in the "Manual de Certificación - Declaraciones y Obligaciones", EGCH reserves the right to cease or suspend all the works and/or provoke the suspension or withdrawal of any certification of the Client.

4.8.- The Client will not be entitled to retain or delay the payment of any amount credited to EGCH due to any existing controversy or claim against EGCH.

4.9.- EGCH reserves the right to interpose as many legal actions as they could benefit from in order to pay the unpaid fees before any competent tribunal.

4.10.- The Client will pay EGCH all of the expenses in which EGCH incurs due to the claim of the remaining debt, including legal fees and judiciary costs.

5. STORAGE OF FILES

5.1.- EGCH will keep in their archives all the materials related to the Evaluation and Surveillance Programme corresponding to the certification during the period of time required

by the competent Authority or by the Certifying Entity's national legislation.

5.2.- At the end of the storing period, EGCH will be entitled to transfer, keep, destroy or dispose the material at their will, unless the Client indicates otherwise. The expenses generated for carrying out those instructions will be invoiced to the Client.

6. COMMUNICATIONS

The Client will promote their certification as per the terms established in the pertinent usage regulations of certification marks. The use of the corporate name Instituto Halal or any other registered trademark for advertisement purposes will not be allowed without the prior consent of EGCH.

7. DURATION AND TERMINATION

7.1. Unless otherwise agreed, the contract will be valid (subject to the termination of the rights established in these General Conditions) for the period of time established in the Offer (hereinafter, the "initial period"). At the end of the initial period, the contract will be automatically renewed unless and until any of the parties notifies the counterpart in writing their intention to terminate the contract within, at least, the three last months before the end of the period or at any time provided whenever the period has already expired.

7.2.- EGCH is entitled to, at any time before the issue date of the Certification, terminate the agreement if the Client causes a material breach of their obligations and if, after knowing such breach, the Client does not amend it within 30 days.

7.3.- Both parties will be entitled to immediately terminate the service provision in the cases of administration, bankruptcy, insolvency, suspension of payments or suspension of business activities by the counterpart.

7.4.- Unless otherwise agreed in writing, the rights and obligations of the parties defined in clauses 6, 9 and 19 will apply, regardless of the end of the services of the termination of the contract.

7.5.- If the Client cedes their activities to another organization, the transfer of the certification will be subject to the prior consent in writing of the Certifying Entity. In case such consent is granted, the contract will regulate the use of the certification by such new organisation.

8. FORCE MAJEURE

If EGCH fails at providing their services, including but not limited to the cases of force majeure, natural disasters, wars, terrorist actions or industrial actions; errors which

prevent them from getting licenses or registrations, illness, death or personal waiver, or breach by the Client when fulfilling with any of their obligations binding them as per this contract, the Client will pay EGCH:

a) The total amount including all the services effectively provided, as well as the accrued expenses.

b) Part of the agreed fees, corresponding to the unprovided services which equals the proportion (if applicable) of the service actually provided. EGCH will be exonerated of any liability for the total or partial performance of the required Service.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 EGCH commits to act in a careful and skilled manner during the provision of the services and accepts liabilities only in cases of proved negligence.

9.2 None of these General Conditions must exclude or limit EGCH,S.L.'s liabilities with the licensee company due to death or personal injury, fraud or any other case resulting from EGCH's negligence due to which the limiting or exclusion of their liability would be illegal.

9.3 Subject to clause 9.2, EGCH's total liability with the client as for claims arising for any loss, damage or expenditure of any nature must be limited with respect to any event or series of events connected to an amount equalling the fees paid to EGCH, S.L. within the framework of this contract (excluding the Value Added Tax).

9.4 Subject to clause 9.2, EGCH will not be liable before the Client for any claim or loss, damage or expenditure, unless the arbitration proceedings start within a year from the date of the provision of the service which caused the claim or, in the case of any lack of service provision, within a year counting from the date when such service had to be over.

9.5 Subject to clause 9.2, EGCH will not be liable to the licensee company or to any third party due to:

(a) any loss, damage or expense resulting from (i) a failure on the Client's side to fulfil their obligations, (ii) any taken or untaken action based on the Reports or Certificates; and (iii) any wrong result, reports or certificates resulting from unclear, wrong, incomplete, misleading or false information provided to EGCH.

The loss of profits, the volume of production, the business or the costs incurred in due to the interruption of the business, the loss of income, the loss of opportunities, the loss of contracts, the loss of prospects, the loss of use, the loss of good will or the damage of reputation, the loss of anticipated savings, costs or expenses incurred in relation to the withdrawal of the

product, the costs or expenses incurred in in the mitigation of loss or the loss and damage resulting from the claims of any third party (including, but not limited to, the claims due to product liability which the licensee might suffer). (c) any indirect loss or damage or any such consequence [falling or not within the types of losses or damages identified in the abovementioned paragraph (b)].

9.6- Except in the cases of proven negligence or fraud committed by EGCH, the licensee company agrees to compensate and not hold EGCH and their agents, employees or subcontractors accountable for any claim (real claim or threat) by any third party for losses, damage or expenses of any nature, including the legal expenses, the related expenses and any others: (i) related to the development, attempt of development or non-development of the services, or (ii) out of or connected to the product, the process or service of the Client, related to the certification (including but not limited to, the product liability claims).

9.7 Both parties must have the proper insurance covering their liabilities within the framework of the contract.

10. FOLLOW-UP OF THE PRODUCT CERTIFICATION AND CONCESSION OF USE OF THE MGHJI

10.1.- If the Client wishes to renew their certification, they will have to complete the renewal process (before the expiry of the certification in force).

10.2.- EGCH will perform periodical visits for follow-up purposes, as established in the MGHJI usage regulation.

10.3.- EGCH commits to communicating the companies any modification of the MGHJI usage regulation or of any other requirement which is amended throughout the period of validity of the certification contract.

10.4.- The compliance with the production and trade statements is a fundamental part of the control and follow-up process of the Halal certification and of the use of the MGHJI.

11. USE CONDITIONS OF THE MGHJI IN PRODUCTS AND SERVICES

11.1.- The MGHJI guarantees the company and consumers that the product has been certified and controlled as per the MGHJI usage regulation under audited and standardised procedures.

11.2.- All products using the MGHJI will have to be identified as indicated in the MGHJI usage handbook.

11.3.- The use of the MGHJI in products and services will be clearly restricted to the terms of the "Guía de Uso de la MGHJI". Any use external to this purpose will be excluded. If this condition is infringed, EGCH will take legal measures so as to protect the proper use of a legally registered trademark.

11.4.- Prior to any use or selling, all labels will have to be controlled by the EGCH Certification Department.

11.5.- The MGHJI shown on the certified products will never lead to think that the certification belongs to the Quality System.

11.6.- The MGHJI on the certified products will always have to be exposed so it identifies the product linked to it in such a way that it does not create any ambiguities regarding other names or trademarks which do not have such status.

11.7.- When the validity period of the EGCH certification expires, the licensee company will have to stop using it. This aspect will not have to be taken into account if the certification is renewed.

11.8.- The concessionary company will also have to abandon the exposition of the MGHJI when EGCH, S.L. requires so due to the temporary or firm withdrawal of the certification, or due to change or non-compliance with the conditions causing the concession. Likewise, the company will have to withdraw from the market or any other trade exhibition the products identified with the MGHJI whenever any of the irregular situations previously described in this document takes place: for instance, non-favourably solved NC cases or any other breach of the terms of the contract with EGCH.

11.9.- Whenever certain uses of the mark of the certified product are considered abusive, both if carried out by the licensee company as by third parties, legal actions might be taken.

12. COMMITMENTS AND OBLIGATIONS OF THE CLIENT

Without limiting the contractual obligations, the company commits to complying with the following aspects, which mainly refer to the proper preservation of the criteria of production and provision of the Halal services under the MGHJI.

12.1.- The company will keep implemented the requirements for the product(s) and/or service(s) for as long as the certification is in force; also, the company will implement the proper changes whenever they are communicated by EGCH.

12.2.- The auditors sent by EGCH will have free access to all persons, premises and documents

related to the object of the Halal certification, including the managers of the company.

12.3.- The company will keep EGCH's Certification Department and auditing team informed about all the relevant events or informations related to the improvement of the Halal production or service provision systems.

12.4.- The company will address the economic commitments agreed to in the contract signed with EGCH.

12.5.- EGCH will be immediately informed of any changes performed on the products covered by the product certification so as to evaluate if an extraordinary audit —at the company's expenses— is necessary in order to decide on the extension of the validity of the certification.

12.6.- The MGHJI will be properly used; that is to say, as per the abovementioned conditions.

12.7.- The company will keep a registry of eventual irregularities or NC cases on the products and/or services with the MGHJI certification. They will always be available for the certification department and for the auditors visiting the company. Such registry will keep the corrective measures taken to solve the detected deficiencies or NC cases.

12.8.- The company will handle and look into the complaints regarding the certified product or service and will keep a registry of complaints and investigation available for the client.

13. PENALTIES

13.1.- The MGHJI usage regulation foresees a sanctioning system provided the company acts in a deficient manner or there are NC cases and these events are not solved in the right time and manner damaging the image of the MGHJI and of EGCH.

13.2.- As per the seriousness of the sanctions, the following hierarchy is established:

- Private complaint, which might generate an increase in the frequency of audits or other measures deemed necessary by the Certification Department.

- Temporary suspension of the Halal certification and of the use of the MGHJI.

- Withdrawal of the Halal certification in products and/or services, as well as of the right of use of the MGHJI. This sanction involves the immediate termination of the contract signed with EGCH and the possibility of starting legal actions against the company with the support of the Spanish Law of Trademarks¹.

13.3.- The company will be informed of all the sanctions adopted in writing.

13.4.- If the most serious penalty, which involves the withdrawal of the Halal certification and the

¹ In Spanish, "Ley de Marcas".

use granting of the MGHJI, is chosen, the company commits to:

- Returning the original product certification to EGCH.

- Withdrawing from the trade, technical and promotional documents all references to the MGHJI certification.

13.5.- EGCH will remove from the Registry of Certified Products and from all documents as it is deemed necessary the references to the applicant company which have lost the MGHJI certification.

13.6.- The temporary suspension or the firm withdrawal of the product certification with support of the MGHJI will not give the company the right to receive the payments made up to the date. Likewise, the company that has fractioned the annual payment of the MGHJO certification will have to pay the remaining amount of the annual fee, regardless of when the certification is withdrawn.

14. ALLEGATIONS OR COMPLAINTS

ALLEGATIONS are nonconformity notifications in writing against EGCH from a client or any interested third party.

COMPLAINTS consist on denouncing or manifesting before EGCH alleged bad practices by a company certified by EGCH in relation with the obligations of the company regarding the Halal status of the certified product/service, the certification requirements, their preservation and/or the right use of the MGHJI or any other standard for which the company against which the complaint is filed is certified by EGCH.

14.1.- All claims related to the performances of EGCH will be treated as per "Procedimiento PR06.01 Tratamiento de Quejas, Reclamaciones y Apelaciones", which regulates claims and allegations. Such document will be provided to the companies requesting it.

14.2.- When claims from users of EGCH-certified products are received, they will be addressed by the Customer Support Department and they will be communicated to the Quality Department, which will treat them as indicated on the "Procedimiento PR06.01 Tratamiento de Quejas, Reclamaciones y Apelaciones".

14.3.- The auditing team will verify the claims from third parties during the audits. The verified claims will be recorded in the auditing report. EGCH's Certification Committee, before granting the extension of a product certification, will analyse the claims and their eventual consequences.

14.4.- When a claim from third parties or from direct consumers implies any sort of breach,

both of the contract signed with EGCH and due to an eventual misuse or fraudulent use of the MGHJI, EGCH will be entitled to an immediate Extraordinary Audit at the expense of the company. If the claim is proved to have no basis, the costs of the Extraordinary Audit will be covered by EGCH.

In case of a breach of the usage contract of the mark, an immediate Extraordinary Audit will take place.

15. APPEALS

15.1.- Any action presented by a third party affected by a decision taken by the EGCH regarding the certification or a decision on the validity of a claim against EGCH or any organisation certified by EGCH will be integrated in the category of **APPEALS**.

15.2.- All claims started by companies regarding EGCH's actions will be treated as indicated in "Procedimiento PR06.01 Tratamiento de Quejas, Reclamaciones y Apelaciones", which will be provided to all companies requesting it.

15.3.- The Client will have to appeal in writing before EGCH within the period of 1 month since the facts are known.

15.4.- The Certification Committee will decide on the appeal of the company and will inform the appellant of the decisions, the deadlines and the methods described in the "Procedimiento PR06.01 Tratamiento de Quejas, Reclamaciones y Apelaciones".

15.5.- If the company does not agree with the decision of the Certification Committee, the appeal might be sent to the Impartiality Committee for it to be evaluated and for a decision to be made, which will not be appealable before EGCH.

16. WAIVER

The company can waive at any time the Certification of Product and Usage of the MGHJI. The decision will have to be communicated in writing to the management of EGCH with a minimum prior notice of 3 months. This decision does not exempt the company from fulfilling their economic duties with EGCH.

17. EXTENSION OF THE CERTIFICATION AND RIGHT OF USE OF THE MGHJI

17.1.- Whenever a company wishes to extend the scope of use of the MGHJI to new products and/or services, they will have to request it in writing to the Sales Department of EGCH. The Certification Committee of EGCH will evaluate the possibility of an extension and will decide on the application with the measures they deem necessary, such as an Additional Audit. Such

scope extension may require to change the MGHJI Product Certification.

17.2.- An extension might also take place when the very auditing team (managing auditor) detects an extension in the produced (and undeclared) units. If the company accepts such extension, which might imply a change in the agreed budget, the manager auditor will indicate it in the documents of the audit.

The management of EGCH will send the company a new contract, which will have to be returned signed with the new data.

18. REDUCTION OF THE SCOPE OF THE USAGE CERTIFICATION OF THE MGHJI

18.1.- If the company wished to reduce the amount of products and/or services under the MGHJI, the procedure will be similar to that of the extension, applying for it in writing to the Sales Department. The reduction might mean the amendment of the product certification and of the budget in the contract with EGCH.

19. NON-DISCLOSURE

19.1.- EGCH will ensure the protection of data complying with the Spanish Law for the Protection of Personal Data².

19.2.- EGCH treat confidentially all information, data and documents of companies to which they have access during auditing, granting and renewal processes of the Product Certification and they make exclusive use of such information, data and documents for the Certification goals foreseen in this Regulation.

19.3.- EGCH might need to show the content of the files when required by the crediting authorities or by other certifying entities with which there is or there will be a recognition agreement of the certificates with the aim of showing documentary evidence that this Regulation is being complied with.

Whenever EGCH is required by law or by authorisation of the contractual dispositions to disclose confidential information, EGCH will inform the client of the affected person, unless forbidden by the law.

20. CATALOGUE OF CERTIFIED PRODUCTS/SERVICES AND ADVERTISING

20.1.- EGCH keeps up-to-date the list of companies owning any product/service certified by EGCH, S.L., as well as the information about the certification status regarding its scope and the certified products and/or services. Only those data allowing the clear identification of the company will be public, provided they are

² Ley Órgánica 15/1999 de 13 de diciembre de protección de datos de carácter personal

related to the their name, their tax ID, their address, their activity, their certified products and the validity of their certification; any other confidential information exchanged between EGCH and the Client will be protected by the applicable legislation.

20.2.- EGCH is entitled to publicise any temporary suspension or firm withdrawal of the product certification. In no case will EGCH expose the reasons leading towards such temporary suspension or firm withdrawal of the MGHJI usage right. This public information will only be effective when legal disputes arise and when there is a judgement in favour of EGCH.

21. PRIORITY RULES AND JURISDICTION

The contract between EGCH and the company will be governed and interpreted as established in the Spanish legislation. Any eventual controversy between the parties regarding the interpretation and/or execution of the contract will be exclusively ruled by the courts and tribunals of Córdoba (Spain).

22. MISCELLANEOUS

22.1 If any of these General Conditions is declared void, illegal or impossible to fulfil, the validity, the legality and the obligation to comply with the remaining dispositions will not be affected neither impaired by this fact.

22.2 Except for what is expressly established in these General Conditions, the Client will not be entitled to transfer the rights and obligations from this contract without prior authorization in writing from EGCH.

22.3 No party will be entitled to transfer this contract without the prior consent in writing of the counterpart. Such consent will not be denied without justification. The transfer will not release the transferring party from any contractual liability or obligation.

22.4 The Contracts (Rights of Third Parties) Act 1999 will not be applicable to these General Conditions or to the contract.

22.5 Whenever any of the parties entering this contract sends any notification under these General Conditions they will do it in writing, giving such notification personally or sending it by certified mail with freight paid or by fax to the address of the counterpart, as stated in the application. A notification will be considered received by the counterpart:

- a) If it is delivered personally on the day of the delivery.
- b) If it is sent by certified mail, three days after the shipping date.
- c) If it is sent by fax at the time indicated on the delivery report of the sending party.

22.6 The parties acknowledge that EGCH

provides services to the Client as an independent contractor and that the contract does not create any society, agency contract, employment or fiduciary relationship between EGCH and the Client.

22.7 If, at any time, EGCH stops exercising totally or partially any right foreseen in their favour or any appeal recognised in this contract, including but not limited to the termination right, it will not be understood that they waive such right or EGCH's right to exercise such right or any other power in the future.

the fact that EGCH do not insist on the strict compliance with any of the clauses of the contract will not be understood as a waiver to the rights or appeals to which EGCH might be entitled to.

23. AMENDMENTS

23.1.- EGCH will be entitled to add amendments to this Annex as per the improvement of the granting and certification services of the MGHJI.

23.2.- The established amendments will be communicated to the companies owning the EGCH certification, specifying the application periods of each amendment.