

## 1. PRELIMINARY DISPOSITIONS

Junta Islámica, through the Working Committee of 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"):

a) Halal certification services as per documents of non-mandatory standards, specifications or technical regulations;

b) 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 authorizes 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, SFDA, 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.

## 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 the operations as well as the presentation of a report and periodic audits carried out by EGCH to maintain the certification. As the fees are based on the prices applicable at the time of submission of the proposal, EGCH reserves the right to increase prices throughout the registration period coinciding with the renewal of the contract. 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 quotation was elaborated. In any case, the client will be notified of any increase in the fees and the client may not renew the contract with the only obligation to satisfy the payments that are pending at that time, that is, those corresponding to the services actually provided.

**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:

a) 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, despite 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 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 "Certification Manual - Declarations and Obligations", 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 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 organization.

## 8. FORCE MAJEURE

In cases where EGCH cannot provide its services, including but not limited to, force majeure, natural disasters, war, terrorist acts or industrial actions; errors that prevent obtaining licenses or registrations; illness, death or resignation of personnel or failure by the Client to fulfil any of its obligations under the contract, the Client shall pay EGCH the total sum to which all services actually rendered, including any expenses incurred therein.

## 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 to the customer, in respect of any claim for loss, damage or expense of whatever nature and however it may be, shall be limited in respect of any connected event or series of events to a value equal to €30,000.00 per claim.

**9.4.-** Subject to clause 9.2, EGCH will not be liable before the Client for any claim or loss, damage or expenditure, unless any judicial or extrajudicial claim is initiated within one year from the date of the provision of the service that gave rise to 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.

(b) 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 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 standardized 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 “MGHJI Graphic Use Guide”. Any use external to this purpose will be excluded. If this condition is infringed, EGCH will take legal measures 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 considered 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 concision. 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-favorably 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 information 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 to evaluate if an extraordinary audit —at the company's expenses— is necessary 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 Regulations of Use contemplate a sanctioning regime, in case the company commits any irregularity or NC, in accordance with the provisions of articles 45 and following of the Regulation of Use of the Trademark.

**13.2.-** Infractions are classified as minimum, medium or maximum degree in accordance with the provisions of article 52 of the RMGHJI and will be sanctioned with warning, temporary suspension in the use of the MGHJI, or deregistration in the Register or Registers of the I.H., in addition, of the corresponding sanction of an economic nature, as set out in articles 49 and following of these regulations of use depending on the seriousness of the same and their repetition as considered by the Board of Directors in accordance with the criteria contained in these regulations, without prejudice to the sanctions that may be imposed by the competent authorities for contravening the general legislation on the matter.

The infractions committed by persons registered in the Registers of the I.H. are classified, for the purposes of their sanction, in the following way:

1) Administrative in nature. These violations are, in general, inaccuracies in the declarations, registration books and other control documents of the MGHJI and the origin of the products and especially the following:

a) Falsify or omit the data and vouchers that in each case are accurate in the different Registries.

b) Not immediately notify the Management of any variation that affects the data provided at the time of registration in the Registers.

c) Omitting or falsifying data relating to the production or movement of products.

d) The remaining infringements of the

Regulations, the Procedure Manual and the agreements of the Directorate, in the matter referred to in this section 1.

These infringements will be sanctioned as follows, depending on the seriousness of the same and its typology:

- The 1st time they are committed, with warning.
- The 2nd time, with temporary suspension of the right to use the Halal Guarantee Mark. The duration of this suspension will range from one month to one year, depending on the seriousness of the offense committed, as a result of the Resolution of the corresponding sanctioning file. They will also be sanctioned with the imposition of a pecuniary fine for the amount that will range between 1,000 euros and 6,000 euros in view of the seriousness of the infraction that will be determined in the resolution of the corresponding sanctioning file.

2) Infringements of the provisions of the Regulation on production, processing, transport, storage, and characteristics of protected products.

The violations are as follows:

a) Failure to comply with the rules of the Regulation and the Manual in force, on hygienic practices in the preparation, conservation, transport and maintenance of facilities.

b) Failure to comply with the specific rules relating to production, handling and conservation established in the Regulation, in the Procedure Manual or in the agreements of the Management previously communicated.

c) The remaining infringements of the Regulations, the Manual and complementary provisions and the agreements of the Directorate in the matter referred to in this section.

These infringements will be sanctioned as follows:

- The 1st time they are committed, with temporary suspension of the right to use the MGHJI. This suspension will range between one month and one year, according to the seriousness of the Infraction committed, as a result of the Resolution of the corresponding sanctioning file. They will also be sanctioned with the imposition of a pecuniary fine for the amount that will range between 6,001 euros and 12,000 euros in view of the seriousness of the infraction that will be determined in the resolution of the corresponding sanctioning file.

- The 2nd time, with Cancellation in the corresponding Registry of the I.H. and loss of the right to use the trademark, as well as with the imposition of a pecuniary fine for the amount that will range between 12,001 euros and 30,000 euros in view of the seriousness of the infringement that will be

determined in the resolution of the corresponding sanctioning file.

3) MGHJI Misuse Violations. or for acts that may cause harm or disrepute.

These violations are as follows:

a) The use of trademarks, symbols or emblems, which refer to the MGHJI. in the marketing of other unprotected products.

b) The use of the MGHJI. in products that have not been elaborated, produced, stored or packaged in accordance with the rules established by current legislation, by these Regulations and by the Procedure Manual.

c) The use of trademarks or labels not approved by the Directorate in the cases referred to in this section 3.

d) La improper possession, negotiation or use of documents, labels or trademarks, typical of the M.G.H.J.I., as well as the falsification thereof.

e) The dispatch, circulation or marketing of protected products, in types of packaging not approved by the Directorate.

f) La issuance, circulation or marketing of products of the M.G.H.J.I. of the labels, back labels or sealed numbered or lacking the means of control established by the Directorate.

g) Carry out the preparation, packaging and labeling in premises other than the registered facilities authorized by the Management.

h) Non-payment of the fees established by the Directorate, by taxpayers.

i) In general, any act that contravenes the provisions of these Regulations or the agreements of the Directorate and that harms or discredits the M.G.H.J.I. or involves an improper use of it.

These infringements shall be punished in the same way as those included in paragraph 2 above, that is:

- The 1st time they are committed, with temporary suspension of the right to use the M.G.H.J.I., which will range between one month and one year, according to the seriousness of the Infraction committed, as a result of the Resolution of the corresponding sanctioning file. They will also be sanctioned with the imposition of a pecuniary fine for the amount that will range between 6,001 euros and 12,000 euros in view of the seriousness of the infraction that will be determined in the resolution of the corresponding sanctioning file.
- The 2nd time, with Cancellation in the corresponding Registry of the I.H. and loss of the right to use the trademark, as well as with the imposition of a pecuniary fine for the amount that will range between 12,001 euros and 30,000 euros in view of the seriousness of the infringement that will be

determined in the resolution of the corresponding sanctioning file.

The following also constitute infringements:

1.- The refusal or resistance to provide data, to provide the information required by the Institute or its agents, to fulfill the functions of information, surveillance, investigation, inspection, processing and execution in the matters referred to in this Regulation, as well as the provision of inaccurate information or false documentation.

2.- Resistance, coercion, threat, retaliation or any other form of pressure on inspectors entrusted with the tasks referred to in this Regulation.

3.- The handling, transfer or disposal in any form of merchandise cautiously intervened by the competent inspectors

These infringements will be sanctioned as follows:

- The 1st time they are committed, with temporary suspension of the right to use the M.G.H.J.I. Said suspension will range between one month and one year, according to the seriousness of the Infraction committed, as a result of the Resolution of the corresponding sanctioning file. They will also be sanctioned with the imposition of a pecuniary fine for the amount that will range between 6,001 euros and 12,000 euros in view of the seriousness of the infraction that will be determined in the resolution of the corresponding sanctioning file.
- The 2nd time, with Cancellation in the corresponding Registry of the I.H. and
- loss of the right to use the trademark, as well as with the imposition of a pecuniary fine for the amount that will range between 12,001 euros and 30,000 euros in view of the seriousness of the infringement that will be determined in the resolution of the corresponding sanctioning file.

Infractions committed by persons not registered in the I.H. Registers are, among others:

- a) Misuse of MGHJI.
- b) Use trade names, trademarks, expressions, signs, and emblems that, due to their identity or graphic or phonetic similarity with the M.G.H.J.I., or with the signs or emblems characteristic of it, may lead to confusion about the identity of the products, without prejudice to the acquired rights that are duly recognized by the competent bodies.
- c) Any action that causes prejudice or disrepute to the M.G.H.J.I. o tienda a producir confusión respecto a la misma.

The I.H., will immediately denounce to the competent authority, these infractions to the current legislation, especially to the Law of Trademarks and Regulation that develops it.

For the application of the sanctions provided for in the preceding articles, the following rules shall be taken into account.

- a) Misuse of MGHJI.
- b) Use trade names, trademarks, expressions, signs, and emblems that, due to their identity or graphic or phonetic similarity with the M.G.H.J.I., or with the signs or emblems characteristic of it, may lead to confusion about the identity of the products, without prejudice to the acquired rights that are duly recognized by the competent bodies.
- c) Any action that causes prejudice or disrepute to the M.G.H.J.I. o tienda a producir confusión respecto a la misma.

The I.H., will immediately denounce to the competent authority, these infractions to the current legislation, especially to the Law of Trademarks and Regulation that develops it.

For the application of the sanctions provided for in the preceding articles, the following rules shall be taken into account.

1. The following shall apply to a minimum extent:

a) In the case of simple irregularities in the observance of regulations, without direct relevance for consumers or that do not involve special benefit for the infringer.

b) When the defects are corrected within the period indicated for this purpose by the IH Management.

2. The following shall apply in their medium grade:

a) When the infringement has a direct impact on consumers or involves a special benefit for the offender.

b) When the defects are not corrected within the period indicated by the Management.

c) When the infringement is caused by negligent action, in breach of the rules of action expressly agreed by the Management.

d) In all cases where the application of the minimum and maximum grades is not appropriate.

e) When there is a refusal to provide information. Regulation of Use of the Islamic Board Halal Guarantee Mark.

f) In any case, when he is a repeat offender in the commission of infringements that have been sanctioned in their minimum degree.

The following shall apply to the maximum extent:

a) When there is a repetition in the refusal to provide information, collaborate or allow access to the documentation required by these Regulations or by the agreements of the Management.

b) When it is proven manifest bad faith.

c) When the infringement results in serious damage to the MGHJI., its registrants or consumers.

d) In any case, when he is a repeat offender in the commission of infractions that have been sanctioned in their medium or maximum degree.

An offender punished by a final decision for an infringement covered by this Regulation during the last twenty-four months shall be considered a repeat offender.

**13.3.-** Whatever sanctions are adopted, they will be communicated to the company in writing.

**13.4.-** In the event that the most serious sanction is specified, which results in the withdrawal of the Halal certificate and the granting of the use of the MGHJI, the company undertakes to:

1. Return the original Product Certificate to EGCH,

2. Remove from the commercial, technical and promotional documentation, all reference to the MGHJI Certification.

**13.5.-** EGCH, will **delete** from the Certified Product Registry and all those documents it deems appropriate, the references to the applicant company that has lost the certification of the MGHJI.

**13.6.-** The temporary suspension or definitive withdrawal of the **Product** Certificate under the MGHJI, does not entitle the company to reimbursement of payments made to date. Likewise, the company that has split the annual payment of the MGHJI certification will be obliged to pay the remaining amount of the annuity, regardless of the moment in which the withdrawal of the certification occurs.

#### 14. BREACHES, 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 "Procedure PR06.01 Treatment of Complaints, Claims and Appeals", 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 "Procedure PR06.01 Treatment of Complaints, Claims and Appeals.

**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 direct consumers implies any type of breach, both of the Contract signed with EGCH, and for a possible improper or fraudulent use of the MGHJI, EGCH, may immediately perform an Extraordinary Audit announced or unannounced, paying the cost of this audit the company. If it is verified that the claim is unfounded, the costs of the Extraordinary Audit would be borne by EGCH

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

#### 15. UNANNOUNCED AUDITS AND OVERSIGHTS

**15.1.-** EGCH S.L. reserves the right to carry out extraordinary audits, supervision visits, both

announced and unannounced or control analysis when it deems appropriate or necessary and always in a justified manner, such as in case of suspicion of non-compliance with certification requirements, for which the certified company is obliged to allow full and unrestricted access to its facilities, records, information systems and any other elements necessary to carry out announced or unannounced audits

In case of refusal by the company to carry out this audit your certificate will be immediately suspended, until the completion of the audit or canceled in case the company refuses to perform it will be finally canceled.

#### 16. APPEALS

**16.1.-** 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 organization certified by EGCH will be integrated in the category of APPEALS.

**16.2.-** All claims started by companies regarding EGCH's actions will be treated as indicated in "Procedure PR06.01 Treatment of Complaints, Claims and Appeals", which will be provided to all companies requesting it.

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

**16.4.-** 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 "Procedure PR06.01 Treatment of Complaints, Claims and Appeals".

**16.5.-** 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.

#### 17. WAIVER

**17.1.-** 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.

#### 18. EXTENSION OF THE CERTIFICATION AND RIGHT OF USE OF THE MGHJI

**18.1.-** 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.

**18.2.-** 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.

#### 19. REDUCTION OF THE SCOPE OF THE USAGE CERTIFICATION OF THE MGHJI

**19.1.-** If the company wished to reduce the number 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.

#### 20. NON-DISCLOSURE

**20.1.-** EGCH will ensure the protection of data complying with the Spanish Law for the Protection of Personal Data.

**20.2.-** 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.

**20.3.-** 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 authorization of the contractual dispositions to disclose confidential information, EGCH will inform the client of the affected person, unless forbidden by the law.

#### 21. CATALOGUE OF CERTIFIED PRODUCTS/SERVICES AND ADVERTISING

**21.1.-** EGCH keeps up-to-date at the Internet address (<http://www.institutohalal.com/clientes-certificados/>) 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 related to their name, tax ID, address, activity, 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.

**21.2.-** EGCH is entitled to publicize 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 favor of EGCH.

## 22. PRIORITY RULES AND JURISDICTION

**22.1.-** 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).

## 23. MISCELLANEOUS

**23.1.-** 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.

**23.2.-** 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.

**23.3.-** 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.**23.4** The Contracts (Rights of Third Parties) Act 1999 will not be applicable to these General Conditions or to the contract.

**23.5.-** 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 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.**23.6** 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.

**23.7.-** If, at any time, EGCH stops exercising totally or partially any right foreseen in their favor or any appeal recognized 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.

## 24. AMENDMENTS

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

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