

 **Supply in or for Canada**

The parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in **English**.
*Les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s'y rattachent, soient rédigés en **anglais**.*

 **Supply in or for Chile**

1. CRIME PREVENTION MODEL AND LAW 20.393	1. CLÁUSULA PRIMERA: MODELO DE PREVENCIÓN DE DELITOS Y LEY 20.393
<p>1.1. In compliance with Law No. 20.393, which establishes the criminal liability of legal entities, Unilever has implemented a Crime Prevention Model ("MPD") designed to establish an adequate system of organization, administration, and supervision to prevent the commission of the offenses detailed in said law, by establishing specific procedures, protocols, and controls for these purposes.</p> <p>1.2. The Supplier hereby acknowledges and accepts Unilever's MPD and undertakes to comply promptly and properly with the requirements established therein, committing to act in accordance with its guidelines as applicable. The Supplier also undertakes to respond to and provide any information that Unilever requests and deems necessary regarding these matters and their due compliance.</p> <p>1.3. The Supplier declares and guarantees that, as of the date hereof and while providing services to Unilever: (a) they have not engaged and will not engage (directly or through third parties) in any activity that may constitute the crime of bribery of national or foreign public officials, corruption between individuals, money laundering, financing of terrorism, receiving stolen goods, incompatible negotiation, disloyal administration, embezzlement, crimes under the general fishing and aquaculture law, non-compliance with isolation or other preventive measures ordered by the health authority in an epidemic or pandemic, the crime contemplated in Article 14 of Law No. 21.227, human trafficking, crimes contemplated in Law No. 17.798 on arms control, and/or other crimes that are contemplated or subsequently incorporated into Law No. 20.393 on the criminal liability of legal entities or any other regulatory body that contemplates the criminal liability of legal entities; and (b) they have taken and will take reasonable measures to prevent their employees, agents, or any other third party subject to their control or influence from engaging in these behaviours.</p> <p>1.4. The Parties agree that the declarations made and the obligations assumed in this annex are essential, and their non-compliance will entitle</p>	<p>1.1. Unilever en cumplimiento a lo dispuesto por la ley n°20.393, que establece la responsabilidad penal de las personas jurídicas, ha implementado un Modelo de Prevención de Delitos ("MPD") que tiene por objeto establecer un sistema de organización, administración y supervisión adecuado para prevenir la comisión de los ilícitos que en dicha ley se detallan, estableciendo procedimientos, protocolos y controles específicos para estos efectos.</p> <p>1.2. El Proveedor, en este acto, declara conocer y aceptar el MPD de Unilever, y se obliga a cumplir en tiempo y forma con las exigencias que en él se establecen, comprometiéndose a actuar bajo sus lineamientos en lo que sea aplicable. Asimismo, el Proveedor se obliga a responder y a entregar los antecedentes que Unilever le solicite y estime necesarios sobre estas materias y su debido cumplimiento.</p> <p>1.3. El Proveedor declara y garantiza que, a la fecha y mientras preste servicios para Unilever: (a) no ha realizado ni realizará (de manera directa o a través de terceros) ninguna actividad que pueda ser constitutiva del delito de soborno de funcionarios públicos nacionales o extranjeros, corrupción entre particulares, lavado de activos, financiamiento del terrorismo, receptación, negociación incompatible, administración desleal, apropiación indebida, los delitos de la ley general de pesca y acuicultura, inobservancia del aislamiento u otra medida preventiva dispuesta por la autoridad sanitaria en epidemia o pandemia, el delito contemplado en el artículo 14 la ley n° 21.227, trata de personas, los delitos contemplados en la ley n°17.798 sobre control de armas y/u otros delitos que se encuentren contemplados o que en lo sucesivo se incorporen a la ley N°. 20.393 sobre responsabilidad penal de las personas jurídicas o a cualquier otro cuerpo normativo que contemple la responsabilidad penal de la persona jurídica; y</p>

<p>Unilever to terminate the contract immediately, without any compensation and without prejudice to the relevant civil and criminal actions.</p>	<p>(b) ha tomado y tomará medidas razonables para evitar que sus colaboradores, agentes o cualquier otro tercero, sujeto a su control o influencia, realicen estas conductas.</p> <p>1.4. Las Partes establecen que las declaraciones realizadas y las obligaciones asumidas en el presente anexo son de carácter esencial y su incumplimiento le dará derecho a Unilever para poner término al contrato de forma inmediata, sin pago de indemnización alguna y sin perjuicio de las acciones civiles y penales que fueren pertinentes.</p>
<p>2. REPORTING CHANNELS</p>	<p>2. CLÁUSULA SEGUNDA: CANALES DE REPORTE</p>
<p>2.1. Unilever has confidential, anonymous reporting channels available 24 hours a day, seven days a week, for its employees and third parties in general to report any act, activity, or behavior that constitutes or may constitute a violation of the laws, the MPD, or Unilever's good practices. The reporting channels are as follows:</p> <ul style="list-style-type: none"> • Website: www.unilevercodesupportline.com • Unilever Ethics Line at 228973440. <p>2.2. The Supplier acknowledges the reporting channels mentioned in point 2.1 above and undertakes to report as soon as possible any act, activity, or behavior that may constitute or constitutes a violation of the laws, the MPD, or Unilever's good practices. Additionally, the Supplier undertakes to take all necessary measures to prevent, stop, or mitigate the effects that may arise from the reported act, activity, or behaviour.</p> <p>2.3. The Supplier commits to cooperating with Unilever in the context of internal investigations carried out on matters related to Law No. 20.393 on the criminal liability of legal entities and undertakes to provide Unilever with all related information that it requires in the context of such investigations.</p>	<p>2.1. Unilever cuenta con canales de reporte confidenciales, anónimos y disponibles las 24 horas del día, los siete días de la semana, para que sus colaboradores y terceros en general puedan denunciar cualquier hecho, actividad o conducta que constituya o pueda constituir una infracción a las leyes, el MPD o las buenas prácticas de Unilever. Los canales de reporte son los siguientes:</p> <ul style="list-style-type: none"> • Sitio web www.unilevercodesupportline.com • Línea ética de Unilever al 228973440. <p>2.2. El Proveedor declara conocer los canales de reporte señalados en el punto 2.1. anterior y se obliga a denunciar lo antes posible cualquier hecho, actividad o conducta que pueda constituir o constituya una infracción a las leyes, MPD o a las buenas prácticas de Unilever. De forma adicional, el Proveedor se obliga a tomar todas las medidas necesarias para evitar, hacer cesar o mitigar los efectos que puedan derivarse del hecho, actividad o conducta denunciada.</p> <p>2.3. El Proveedor se compromete a cooperar con Unilever en el marco de investigaciones internas que lleve a cabo por materias relacionadas a la ley n° 20.393 sobre responsabilidad penal de las personas jurídicas, y se obliga desde ya a entregar a Unilever toda la información relacionada que esta le requiera en el marco de dichas investigaciones.</p>
<p>3. Labor Independence and Subcontracting</p>	<p>3. Independencia Laboral y Subcontratación</p>
<p>The Parties acknowledge and agree that the Contract does not establish an employment relationship between them or between their employees, partners, agents, shareholders, officers, directors, or executives. Consequently, the Parties hereby agree to mutually hold each other harmless and indemnified from any labor action or claim that any member of their personnel may attempt against</p>	<p>Las Partes aceptan y reconocen que el Contrato no establece una relación laboral entre ellas ni entre sus empleados, socios, agentes, accionistas, oficiales, directores o ejecutivos. Por consiguiente, las Partes acuerdan, por este medio, mantenerse mutuamente libres e indemnes de toda acción o demanda laboral que cualquier miembro de</p>

the other Party arising from the performance and execution of the Contract.	su personal intentare en contra de la otra Parte derivada del cumplimiento y ejecución del Contrato.
4. Payment Term	4. Término de Pago
In accordance with Law No. 21.131, which establishes payment terms for micro, small, and medium-sized enterprises (SMEs) in Chile, the parties agree that the maximum payment term for any invoice issued by the SME shall be thirty (30) calendar days from the date of receipt of the invoice. In case of non-compliance with this term, the interests and penalties established by law will apply.	De acuerdo con la Ley N° 21.131, que establece plazos de pago a las micro, pequeñas y medianas empresas (PYMEs) en Chile, las partes acuerdan que el plazo máximo de pago para cualquier factura emitida por la PYME será de treinta (30) días corridos a partir de la fecha de recepción de la factura. En caso de incumplimiento de este plazo, se aplicarán los intereses y sanciones establecidos por la ley.


Supply in or for Colombia
SARLAFT

The Supplier declares that: (a) the origin of the funds it manages does not come from illicit activities, and does not admit or admit third parties to make deposits to their accounts or make transactions in their name from illicit activities, nor transactions intended for such activities in favour of third parties related thereto; (b) No member of the company he represents is linked by the competent authorities to any type of investigation in any country of the world for crimes of drug trafficking, terrorism, kidnapping, money laundering, financing of terrorism and administration of resources related to terrorist activities or other crimes related to money laundering and financing of terrorism, as well as national and / or transnational bribery; (c) no member of the company he represents is condemned by the competent authorities in any type of judicial process related to the commission of the previous offenses; (d) no member of the company it represents is linked to any type of national or international restrictive list for the control of money laundering and financing of terrorism as well as national and / or transnational bribery, such as the list of the Office of Control of Foreign Assets - OFAC issued by the Department of the Treasury of the United States of America, the list of the Organization of the United Nations and other public lists related to the topic of money laundering and financing of terrorism, as well as national bribery and / or transnational. In case of breach of any of the statements of this clause, Unilever may terminate all business relationships with the Provider, without liability to Unilever or the obligation to indemnify you, even if there have been any activity or agreements entered into with third parties prior to said termination.

The supplier agrees to inform Unilever immediately in the event that: (a) manages public resources; (b) that any of the shareholders, legal representatives and / or members of the board of directors have or have held public office or liaison with public officials; (c) any change in sensitive fields such as changes in shareholding composition greater than 5% and other fields of company data previously provided to Unilever. In case of non-compliance with any of the obligations of this clause, Unilever may terminate all business relationships with the Supplier, without any liability for Unilever or the obligation to indemnify us, even if there have been any activity or agreements celebrated with third parties prior to said termination.

The Supplier declares that has knowledge of and will comply with the Ethics Code, which has been issued according to Colombian legislation.

Other specific provisions

1. The supplier or contractor is primarily responsible for the health, safety and welfare of its own employees and its sub-contractors and must in all cases comply with the requirements of Decree 1072 of 2015 and Resolution 1111 of 2017, related to the Occupational Health and Safety System, or whichever complements, modifies or substitutes
2. The supplier or contractor shall comply fully with the SHE (Safety, Health at Work and Environment) agreed upon terms and conditions. with Unilever.

3. For services within a Unilever facility (plant, distribution center or administrative offices) the supplier or contractor must do the local induction process and apply the controls indicated by the local SHE team.
4. The supplier or contractor shall report to its contact within Unilever the incidents or accidents that occur during the execution of the work or service.
5. When Unilever so requires, the supplier or contractor shall provide a non-operational Supervisor to supervise the compliance with the safety standards of the service and the quality of the delivery of the work
6. The supplier or contractor must submit a Risk Assessment of the Task and the Declaration of Work Method to the person responsible for the work inside Unilever, as well as how to guarantee compliance with the specific requirements on skills and abilities of the people who develop the activity or service.
7. If the procurement of this purchase order has to do with civil works, the supplier or contractor must comply with the Construction Code and the applicable law at the time the service is being delivered.
8. For transport providers, in addition to the internal controls of Unilever, it must comply with the provisions of the decree. 1079 of 2015 and resolution number 1565 of 2014 related to the Strategic Plan of Road Safety or any that complements, modifies or substitutes it.
9. The supplier or contractor must guarantee that it has a liability insurance policy to protect against possible losses due to serious injuries, considerable damage to property and / or damage to the environment.

Unilever reserves the right to request from the supplier the application of any other additional control that guarantees the integrity of the persons, the goods and the environment

Clause of NPI's and Chemical Substances

1. The supplier or contractor shall ensure that all chemical substances entering the Unilever facilities comply with the following requirements:
 - 1.1. Have risk identification with safety lozenge according to the NFPA.
 - 1.2. Have the MSDS or chemical safety data sheet that you enter
2. If the substance or material is classified as "dangerous" in addition to the internal controls of Unilever, you must comply with the provisions of Decree 1609 of 2002 related to Land Handling and Transportation of Dangerous Goods, or anyone that complements them, modifies or substitutes.
3. PCB, SY ASBESTOS: The supplier agrees that all products used in the provision of services and / or sold shall be free from the presence of ASBESTOS Y PCB's
4. The supplier or contractor shall guarantee that it manages the materials / waste in compliance with environmental legal provisions.
5. The supplier or contractor must provide Unilever with evidence of management / certification of the hazardous waste generated during its work within the Unilever facilities.

● Supply in or for Japan

Representation and Warranties concerning Anti-Social Force

1. Unilever and Supplier represent and warrant as of execution of this Agreement and covenant throughout the Term that it or its officer does not fall under any of an organized crime group, an enterprise related to an organized crime group and a corporate racketeer, a person equivalent to them and a member of them (hereinafter, collectively, the "anti-social force") and covenant that it will not fall under any of them throughout the Term.

2, Unilever and Supplier represent and warrant as of execution of this Agreement and covenant throughout the Term that:

- (a) It does not execute this Agreement having an anti-social force use its name; or
- (b) It does not use intimidating words or actions in relation to this Agreement or interfere with the business of the other party or defame the reputation of the business of the other party or does not have a third party to do so.
- (c) It does not have such relationship with an anti-social force as it uses an anti-social force or provides funds or convenience to or has equity in an anti-social force.

3. Unilever or Supplier may terminate this Agreement or any CTC or PO immediately without sending any notice or letter of demand or taking any other procedure if the representation and warranties provided in the previous two paragraphs are not true or had not been true or the counter party breaches the covenants provided in the previous two paragraphs.

4. Even in the case where this Agreement is terminated in accordance with the provision provided in the previous paragraph, the terminating party shall not be liable for any damages which is incurred to the terminated party due to the termination while the terminating party shall not be prevented from claiming damages against the terminated party.

5. In the case where Unilever determines that it needs to investigate and determine whether or not Supplier falls under any of the categories provided in the paragraph 1 or 2, Supplier shall submit Unilever the materials necessary for such determination.

Supply in or for South Africa

The Supplier shall provide a BEE certificate issued by a SANAS approved verification agent (“verification agent”), or by any successor regulatory body under the Broad Based Black Economic Empowerment Act of 2003 and applicable regulations, or any replacement legislation and/or regulations. The BEE certificate shall be issued on inception of any agreement entered with Unilever/Buyer and thereafter provide annual BEE certificates from the verification agent for the duration of the agreement, or any amendment or extension of such agreement, until expiry or termination of the relevant agreement.

The Supplier acknowledges that the BEEE level is a material term for Unilever/Buyer entering into the agreement and it shall maintain the BEE level as per the relevant certificate or where possible improve its’ level, advise Unilever/Buyer of such improvement and provide the revised certificate issued by the verification agent evidencing the improvement.

Should the Supplier reasonably believe it will drop its’ BEE level it shall no later than 10 business days from becoming aware of this belief inform Unilever/Buyer of this fact and advise of steps it is taking to mitigate such risk. The Supplier shall have 4 months from such notification to mitigate such risk and inform Unilever/Buyer of progress to maintain its’ BEE level. Should the mitigation plan fail and there is a drop in the BEE level Unilever/Buyer may elect to not place further orders with the Supplier until such time as the original BEE level is restored or to terminate the agreement with the Supplier in case of material breach or material impact to Unilever/Buyer.

In entering into any agreement with Unilever/Buyer the Supplier warrants that the BBBEE level it has stated and/or as reflected in a certificate issued by a verification agent is true and correct and a) any misrepresentation or b) deterioration/reduction in the BEE level or c) failure to provide the BEE certificate as contemplated in this clause, will be grounds for termination at the election of Unilever/Buyer and it shall have all rights as it is entitled under the agreement and/or applicable laws to claim any damages suffered.”

Supply in or for Spain

4.1 Buyer will initiate payment sixty (60) days from date of a valid invoice in conformance with this Agreement or receipt of the Products or Services, whichever is later, except in the case of Products covered by Annex I of Royal Decree 367/2005, of 8 April, in which case, payment will be made within thirty (30) days. Any prompt payment discount will be calculated from the date a conforming invoice is received by Buyer. Payment will be in Euro unless otherwise stated. Payment will not constitute acceptance of Products and/or Services or impair Buyer’s right to inspect. Acceptance shall be when Buyer deems the Products and/or Services to meet its specified criteria (“Acceptance”). Buyer, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier’s invoice, any credits, refunds or claims of any kind due HP.

11.5 Supplier’s moral rights shall not be waived and shall be non-transferable.

- 15.3 Additionally, nothing in the Agreement shall be interpreted as an employment relationship between the Buyer and Supplier. Suppliers expressly agree that the characteristics of dependency and alienation that define an employment relationship do not define its relationship with the Buyer. Suppliers hereby expressly waive all rights to bring any claims against Buyer before any jurisdiction or administrative body claiming that the relationship with buyer was or is an employment relationship.
- 15.11 Supplier agrees to comply with any applicable regulation, rule and law related to Environment and Occupational Health and Safety during the performance of this Agreement. Specially, Supplier agrees to comply with Law 31/1995, 8 November, about Prevention of Occupational Risk, Real Decreto 39/1997, 17 January, about Prevention Services, and Real Decreto 171/2004, January 30th, as well as any other regulations which could develop, complement, modify or substitute them.
- 16.1 The Parties recognize that the applicable law in Spain shall be the ordinary Spanish law, excluding regional or autonomous community laws, insofar as possible, without regard to conflict of law principles, and the competent courts for any dispute shall be exclusively the ones based in Barcelona.
- 17.1 The Buyer informs that, in compliance with Law 2/2023 of 20 February, regulating the protection of persons who report regulatory infringements and the fight against corruption, it has made its Internal Reporting System available to informants who work in the private or public sector and who have obtained information on infringements in an employment or professional context, including in any case: (a) persons having the status of public employees or employees; (b) self-employed persons; (c) shareholders, participants and persons belonging to the administrative, management or supervisory body of a company, including non-executive members; (d) any person working for or under the supervision and direction of contractors, subcontractors and suppliers. This Internal Reporting System can be accessed through the link <https://app.convercent.com/en-us/LandingPage/99b958aa-55a1-e611-80d3-000d3ab1117e>.

Supply in or for the United States

Unilever is a supplier to the United States federal government. Accordingly, Unilever is required under applicable law and regulations to obtain the following acknowledgements and/or undertakings from its supply partners.

- 1) To the extent of provision of products in the United States and/or Puerto Rico:

The Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) is incorporated by reference. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

The Executive Order 13496 Employee Notice Clause set forth in 29 CFR Part 471, Appendix A to Subpart A is hereby incorporated by reference.