ANNEX: ECOM's EUDR Requirements

This Annex sets out Seller's obligations in relation to Regulation (EU) 2023/1115 of the European Parliament and of the Council on the making available on the Union market as well as the export from the Union of certain relevant commodities and products associated with deforestation and forest degradation (**"EUDR"**).

ECOM Agroindustrial Corp. Limited and each member of its group (**"ECOM"**) is committed to maintaining a deforestation-free supply chain and to meeting all requirements under the EUDR. As part of this commitment, ECOM expects its suppliers to uphold comparable environmental standards and to fulfil all requirements under the EUDR.

1. By contracting with ECOM, Seller:
   a. shall ensure full compliance with the EUDR and undertakes that any relevant commodities and/or products (collectively, the **"EUDR Products"**) supplied to ECOM under any agreement or arrangement shall meet all requirements set out in the EUDR.
   b. confirms that no EUDR Products shall be supplied to ECOM unless all the following conditions are met:
      i. the EUDR Products are deforestation-free, with reference to the cut-off date of 31 December 2020;
      ii. the EUDR Products have been produced in accordance with all applicable legislation of the country of production; and
      iii. the EUDR Products are covered by due diligence as required under Article 8.
   c. agrees to provide ECOM with the following information to demonstrate compliance with the EUDR, including but not limited to:
      i. to the extent the EUDR Products have not yet been placed on the EU market, as early as practicable and in any event no later than five business days prior to loading/shipping of the EUDR Products, all of the below:
         1. a description of the EUDR Products, including trade name, type, and quantity;
         2. the country of production, country of origin and relevant parts thereof (where applicable);
         3. the geolocation of all plots of land where the EUDR Products, or commodities contained therein or used in their production, were cultivated or produced;

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4. conclusive and verifiable evidence demonstrating compliance with the applicable legislation of the country of production, including any legal right to use the production land;
5. all records related to origin, supply chain actors, transport, and intermediaries sufficient to ensure all full traceability and transparency; and
6. any other information required under Articles 9, 10, or 11 of the EUDR, as applicable, particularly for the purposes of risk assessment and risk mitigation measures

ii. to the extent Seller is the first Operator in relation to the EUDR Products (i.e. the first entity which placed the EUDR Products on the EU Market), no later than delivery of the EUDR Products, the DDS reference number(s) related to the EUDR Products;

ii. to the extent ECOM will be a downstream Operator in relation to the EUDR Products, upon request from ECOM, sufficient evidence to demonstrate the goods have previously been placed on the EU market, such as applicable customs documentation and applicable TARIC codes.

2. Following receipt of the above-mentioned information, ECOM reserves the right to request any further information necessary for Seller to demonstrate its compliance with the requirements of the EUDR with respect to the EUDR Products, including evidence of due diligence having been conducted where ECOM has substantiated concerns regarding any potential or actual non-compliance with the EUDR. Any such further information shall be provided by Seller to ECOM promptly after such request and in any event no later than in accordance with the applicable timing referred to in clause 1(c) above, dependent upon the nature of the roles being fulfilled by the Seller and ECOM under the EUDR.
3. Seller acknowledges and agrees that ECOM may be required to disclose, on a need-to-know basis and in accordance with applicable data protection, competition, and other relevant laws, information related to the EUDR Products to: (i) competent EU or national authorities; (ii) ECOM's customers; and/or (iii) other third parties, to the extent required under the EUDR.
4. Seller shall promptly inform ECOM in writing of any actual or potential risks related to: (i) circumvention of EUDR requirements; (ii) mixing of EUDR-compliant products with non-compliant or unknown-origin materials; or (iii) any other risk of non-compliance within Seller's supply chain affecting the EUDR Products.

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5. Any failure by Seller to comply with the obligations in this Annex, or any intentional or negligent submission of false information, shall considered a non-conformity. In such cases, Seller shall indemnify ECOM against any direct or indirect damages, losses, or fines arising from such violations, including but not limited to those resulting from the lack of marketability of the delivered EUDR Products. Seller's liability under this clause shall be limited to the value of the EUDR Products affected by such non-conformity.
6. ECOM shall notify Seller in the event of any amendment, repeal, or replacement of the EUDR that materially affects the obligations in this Annex. The terms of this Annex will be updated to reflect such changes, and Seller shall be informed of such amendments.