



GLOBAL CERTIFICATIONS

SQF Certification Service Agreement

Client Name:	
Client Address:	
Certification Site Address:	
Additional Site Addresses:	
Client Contact:	
Effective Date	
Version of the SQF Code	The SQF Code, Edition 8
Initial SQF Certification Audit	Food Safety Fundamentals (Formerly Level 1) _____ Food Safety Code (Formerly Level 2) _____ Quality Code (Formerly Level 3) _____
Food Sector Category (Please Circle all that apply)	00 1 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 31 32 33 34
Estimated Dates of Audit:	Pre-Audit Assessment: Initial Certification Audit: Desk Audit: Facility Audit: Date to be scheduled after closure of Desk Audit. Surveillance Audit: Recertification Audit:
Service Description:	dicentra Global Certifications will assess the client against the requirements, conditions, and restrictions contained in the SQF Code. dicentra Global Certifications will only certify the client to an SQF System when satisfied that the client meets the requirements, conditions, and restrictions contained in the SQF Code. By entering into this Service Agreement, the client is not guaranteed certification by dicentra Global Certifications.



Service Fees:	<p>Rate: \$</p> <p>Deposit: \$</p> <p>Hourly Rate: \$250.00</p> <p>All prices are quoted in xxxxxxxxxxxxxxxxxxxx Dollars and do not include applicable taxes. This rate applies only to this contract and the service description herein. Any Services falling outside of the description herein will be billed additionally at the hourly rate indicated herein.</p> <p>If travel is required the quoted price does not include costs for travel time (\$65.00 per hour), accommodations, food or other travel associated costs. A 15% administrative fee will be applied on the total travel expenses. Mileage, travel time and travel associated costs are calculated from auditor’s residence to client’s location and return.</p> <p>In cases where investigation and reauditing is required due to unforeseen circumstances (for example due to certificate suspension) the additional time for auditing is not included in the fees indicated above and will be billed for additionally at the hourly rate indicated herein.</p> <p>If audit is cancelled within 30 days of audit date, the Client will be charged 50% of the rate indicated above. If audit is rescheduled within 30 days of audit date the Client will be charged 50% of the rate indicated above in addition to the rate indicated above.</p> <p>In the event of a pre-assessment audit or a desk audit, if more than 20 nonconformances are observed, dicentra Global Certifications will charge extra for reviewing the corrective action for each nonconformance in excess of the initial 20. This will be billed at an hourly rate of \$250.00 and is estimated to equate to on average \$125 for reviewing each corrective action for each nonconformance in excess of 20.</p>
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Client consents to have the following certification details displayed on the SQFI website, as outlined in 7.8 ISO/ IEC 17065. This includes:

- Customer (Supplier) Name, Country, Certification Type and Number, Accreditation Body Logo, Accreditation Number, Audit Date, Date of Next Audit, Date of Issue, Certification Expiry Date, Food Sector Category(s), Product(s) Covered by the Certificate.

Client consents to have the following certificate details accessible by their customers via the SQFI website and follows:

- Customer / Retailer Name, Customer (Supplier Name), Country, Certification Type and Number, Certification Expiry Date, Food Sector Category(s), Product(s), Company Representative Name, Contact Details, Audit Rating, Name of Certification Body, Audit Frequency, Date of Last Audit, Date of Next Audit.

In signing this service agreement, the client agrees to:

- Make available and accessible to dicentra Global Certifications personnel and accompanying observers engaged in the evaluation process all necessary documents (all SOPs and work instructions), all records,



equipment, locations, areas, personnel, and subcontractors necessary for dicentra Global Certifications to carry out the evaluation.

In signing this service agreement, and as a condition for continuing to maintain any certification issued under this agreement, the client agrees to adhere to the following:

- I. To continually and consistently meet the SQF standard against which the client was certified.
- II. To implement changes necessary to remain complaint with the SQF Code in cases where changes or revisions to the Code are made. dicentra Global Certifications agrees to inform the client of any changes and to provide adequate time for implementation of the same.
- III. To inform dicentra Global Certifications of any changes that may affect the client's ability to conform with the certification requirements (e.g. change in ownership, change in management, modification to production methods, etc.).
- IV. To make claims and references (in any advertisement, media, brochures, or documents), whether verbal, written, or pictorial that are consistent with the scope of certification and never to use the certification in a manner that is misleading or unauthorized or that will bring dicentra Global Certifications as a certification body into disrepute.
- V. To discontinue use of all advertising material that contains any reference to the certification in cases where the certification has been suspended, withdrawn, or terminated.
- VI. If making copies of the certification, to reproduce the certification in its entirety.
- VII. To maintain records of all complaints received related to compliance with the certification requirements, to take appropriate corrective and preventative actions accordingly, and to make records of such available to dicentra Global Certifications upon request.
- VIII. To make use of SQF Quality Shield or SQF Logo only in accordance with the rules established by the SQFI.

I, _____, to the best of my knowledge, am not aware of any conflict of interest with respect to dicentra Global Certifications performing SQF certification services on my company's behalf.

I, _____, am aware of the dicentra Global Certifications appeal and complaint process, as stated below:

1. All appeals or complaints are to be submitted to dicentra Global Certifications in writing with the following information: Name of complainant, contact details, and details of the nature of the appeal or complaint.
2. dicentra Global Certifications will acknowledge receipt within one business day.
3. dicentra Global Certifications will investigate the nature/ grounds of the complaint/ appeal (Investigations are conducted by individuals not originally involved in the certification process).
4. dicentra Global Certifications will report back to the client the findings of the investigation within 15 business days of acknowledging receipt of the complaints (in exceptional cases, dicentra Global



Certifications may inform the client that additional time is required and will provide the exact time line for completing the investigation. In cases of complaints, the client will be informed of any corrective/preventative actions take. In cases of appeals, the client will be informed as to whether the appeal was upheld, or denied and the reasons why).

I, _____, am aware that I must notify dicentra Global Certifications in a timely manner, in the event of a food safety incident (recall) involving our products at any time during the certification period.

This Service Agreement (“Agreement”) consists of this Signature Page and the attached dicentra Global Certifications Service Agreement General Terms and Conditions. This Agreement becomes legally binding upon signature by authorized representatives of the parties below. Facsimile signatures will be deemed original signatures for all purposes under this Agreement.

dicentra Global Certifications

CLIENT

By: _____

By: _____

Print Name: Peter Wojewnik

Print Name: _____

Title: Vice President

Title: _____

Dated: _____

Dated: _____

INFORMATION ONLY



DICENTRA GLOBAL CERTIFICATIONS SERVICE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. APPOINTMENT OF DICENTRA GLOBAL CERTIFICATIONS

dicentra Global Certifications is licenced by the Food Marketing Institute to provide auditing services and to certify an SQF System. The Client appoints dicentra Global Certifications. ("dicentra Global Certifications"), and dicentra Global Certifications accepts appointment, as an independent contractor to perform the services described on the Signature Page to this Agreement (the "Services"). At no time shall dicentra Global Certifications or any of its employees be deemed an employee of the Client.

2. RENUMERATION AND DEPOSIT

The remuneration for services shall be at the rate described on the Signature Page and the Client shall provide the deposit amount described on the Signature Page. All deposit amounts paid by the Client on account of fees shall be deposited by dicentra Global Certifications in its trust account. dicentra Global Certifications shall be entitled to transfer funds from the trust account to pay the account for services rendered by dicentra Global Certifications at the time of invoice. The funds held in dicentra Global Certifications' trust account do not bear interest and no interest will be paid by dicentra Global Certifications on any funds held by it.

3. TERM AND TERMINATION

This Agreement shall be for an indefinite period and shall terminate upon the Client acknowledging in writing that the dicentra Global Certifications has successfully completed its services hereunder or until terminated in accordance with the other provisions of this Agreement. Either party may terminate this Agreement at any time for cause and without advanced notice. In the event that the Client terminates this Agreement, the Client shall pay to dicentra Global Certifications all fees earned and expenses accrued but not yet paid to the date of such termination or 50% of the total rate indicated on the first page of this agreement, whichever is greater. Events, which shall constitute good and sufficient reason for termination for cause, include, but are not limited to, the following: (a) failure by dicentra Global Certifications to comply with any provision of this Agreement; (b) failure by the Client to comply with any provision of this Agreement.

4. CONFIDENTIAL INFORMATION

dicentra Global Certifications agrees that it will not, during or at any time after the commencement of engagement with the Client, unless authorized by the Client, use or disclose or aid or abet others to use or disclose, any information, trade secrets, data or material relating to the business, affairs or property of the Client which the Client considers to be confidential (the "Client's Confidential Information") or any information, trade secrets, data or material relating to the business affairs or property of a customer and/or supplier of the Client which the customer and/or supplier consider to be confidential ("Customer or Supplier Confidential Information") directly or indirectly obtained by dicentra Global Certifications during its association with the Client. dicentra Global Certifications shall obtain this same undertaking from all of its employees for the benefit of the Client.

Confidential Information does not include information which: (a) is wholly and independently developed by dicentra Global Certifications without the use of information from the Client, its customers and/or suppliers; (b) is or has become generally available to the public without breach of this Agreement by dicentra Global Certifications; (c) at the time of disclosure to dicentra Global Certifications, was known to dicentra Global Certifications free of restriction; and (d) is approved for release by written authorization of the Client, in the case of Client's Confidential Information, or in the case of Customer or Supplier Confidential Information, is approved for release by written authorization of the customer or supplier who supplied the Confidential Information but only to the extent of and subject to such conditions as may be imposed in such written authorization. Notwithstanding the foregoing, dicentra Global Certifications shall have the authority to disclose Confidential Information in performing the services described herein.

5. NON-SOLICITATION

The Client will not during the term of this agreement or within 24 months following dicentra Global Certifications' most recent prior completion of Services attempt to obtain the withdrawal from dicentra Global Certifications of any of its respective employees or hire any of its respective employees.

6. PAYMENT

UNLESS OTHERWISE STATED ON THE SIGNATURE PAGE OR ELSEWHERE IN THIS AGREEMENT, THE TERMS FOR PAYMENT OF ANY AMOUNTS DUE TO DICENTRA UNDER THIS AGREEMENT SHALL BE DUE IMMEDIATELY FROM THE DATE OF INVOICING. UNLESS SPECIFIED OTHERWISE, THE CLIENT WILL BE INVOICED ON A MONTHLY BASIS. IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO DICENTRA, THE CLIENT SHALL PAY DICENTRA A LATE CHARGE OF ONE AND A HALF PERCENT (1.5%) PER MONTH (18% PER ANNUM) ON ANY PAST DUE ACCOUNTS. AFTER FORTY-FIVE (45) DAYS FROM THE DATE OF INVOICING, IF PAYMENT IS NOT YET RECEIVED, ALL PROJECTS FOR WHICH PAYMENT IS STILL DUE WILL BE STOPPED. AFTER SIXTY (60) DAYS FROM THE DATE OF INVOICING, IF PAYMENT IS NOT YET RECEIVED, THE DUE CHARGES WILL BE SENT TO A DEBT COLLECTORS AGENCY AND ANY PRODUCT LICENSE SUBMISSIONS FOR WHICH PAYMENT IS STILL DUE WILL BE WITHDRAWN.

7. LIMITATION OF LIABILITY

DICENTRA GLOBAL CERTIFICATIONS' AGGREGATE LIABILITY TO THE CLIENT UNDER OR FOR BREACH OF THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY THE CLIENT TO DICENTRA GLOBAL CERTIFICATIONS DURING THE TWELVE (12) MONTHS PRECEDING THE ACCRUAL OF SUCH DAMAGES. DICENTRA GLOBAL CERTIFICATIONS WILL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF DICENTRA GLOBAL CERTIFICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL

8.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with its subject matter except as specifically set forth in this Agreement. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both of the parties.

8.2. Force Majeure. Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due by one party to another under this Agreement) to the extent caused by an event beyond the reasonable control of such party, including, without limitation, government regulations or orders, outbreak of a state of emergency, acts of God, war, warlike hostilities, civil commotion, riots, epidemics, fire, strikes, lockouts, or any other similar cause or causes, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

8.3. Notices. Any notice or other communication given by either party to the other regarding this Agreement shall be deemed given and served when personally delivered, or five (5) business days after sent by reputable international courier requiring signature for receipt, addressed to the party at its notice address. Either party may change its notice address by written notice to the other. The Client's notice address shall be its address appearing on the Signature Page. dicentra Global Certifications' notice address shall be:

**dicentra Global Certifications
603-7 St Thomas St.
Toronto, Ontario
M5S 2B7**

8.4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute a single fully-signed original, regardless whether the parties' signatures appear together on the same document or separately on one or more counterparts.

8.5. Captions and Headings. This Agreement's captions and paragraph headings are for convenience of reference only, and shall not be deemed part of this Agreement or used as an aid in its construction.

8.6. Governing Law. The terms and interpretation of this contract shall be governed by Canadian federal laws and the laws of the Province of Ontario and performance by dicentra Global Certifications shall be in all respect in accordance with the laws and regulations of Canadian federal laws and the laws of the Province of Ontario.

8.7. Assignment. Neither this Agreement nor any of the rights or obligations of any party may be assigned without the prior written consent of each other party to this Agreement. Such assignment shall only be effective on such assignee



signing an agreement in the form required by the Client whereby such assignee undertakes to abide by and perform as provided herein the obligations of the Consultant.

8.8. Severability. If any provision of this Agreement, or any part thereof, is determined to be invalid or unenforceable in whole or in part, such provision, or part thereof, shall be replaced by an interpretation in conformity with the law which comes closest to effecting the parties original intention and if such is not possible such invalidity or unenforceability shall attach only to such offending provision, or part thereof, and everything else in this Agreement shall continue in full force and effect.

END OF TERMS AND CONDITIONS

Accounts Payable Contact: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

INFORMATION ONLY