



SUPPLIER QUALITY AGREEMENT (FRESH PRODUCE)

This Supplier Agreement ("**Agreement**") is entered into by and between the undersigned supplier of goods ("**Supplier**") and Oceanlynx Limited, to confirm their understanding with respect to adherence to specifications, compliance with certain regulations, and confidentiality in connection with the supply of various goods by Supplier to Oceanlynx

Oceanlynx and the Supplier agree as follows:

1. ADHERENCE TO SPECIFICATIONS.

Supplier shall ensure that all goods supplied by it to Oceanlynx meet the specifications of Oceanlynx ("**Specifications**") applicable to such goods. Specifications will be provided by Oceanlynx to Supplier from time to time and referenced in purchase orders placed by Oceanlynx; such Specifications shall remain in effect until Oceanlynx amends its Specifications and delivers such amended Specifications to Supplier. Specifications shall not be altered, changed, modified, deviated from, or waived except as approved in writing by an officer of Oceanlynx

2. RIGHT TO REJECT.

Any goods from Supplier that do not strictly comply with applicable Specifications may be rejected by Oceanlynx

Oceanlynx and Supplier. The determination of whether goods comply with Specifications shall be in Oceanlynx sole discretion for that specific market or destination.

All goods ordered for a specific market / destination has to comply with the pre-agreed quality specifications to qualify for the nominated supermarket order.

3. COMPLIANCE WITH GAPS AND GMPS.

Supplier represents and warrants to Oceanlynx that it has programs in place to ensure Supplier compliance with the Good Agricultural Practices ("**GAPs**") and Good Manufacturing Practices ("**GMPS**") as described in the Food and Drug Administration "*Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables*" and in Title 21 of the Code of Federal Regulations, as the same may be amended from time to time.

4. CONFIDENTIALITY.

A. *Confidential Information.* Supplier shall and shall cause its employees, agents and representatives (collectively, "**Supplier Parties**") to treat as confidential all information and data, of whatever nature, relating to Oceanlynx, including but not limited to Specifications, Oceanlynx operations, policies, procedures, techniques, accounts, personnel, other contractors and customers, disclosed by Oceanlynx or used by Oceanlynx in carrying on its business, as well as all proprietary information of Oceanlynx (collectively, "**Confidential Information**").

B. *Non-disclosure.* Supplier shall not and shall cause Supplier Parties not to disclose any Confidential Information to any third party. Supplier and Supplier Parties shall disclose Confidential Information to Supplier Parties only to the extent such persons have a need to know such information in connection with the performance of Supplier's obligations under its supply arrangements with Oceanlynx.

C. *Disclosure Required by Law.* In the event any Confidential Information is required to be disclosed by Supplier or a Supplier Party under the terms of a valid and effective subpoena or order issued by a court of



competent jurisdiction, or by a demand or information request from any other governmental authority, Supplier shall, unless prohibited by the terms of such subpoena, order or demand, promptly notify Oceanlynx of the

existence, terms and circumstances surrounding such demand or request, shall consult with Oceanlynx on the advisability of taking legally available steps to resist or narrow such demand or request, and, if disclosure of such

5. AUDIT, INSPECTION AND TESTING RIGHTS.

During the term of any supply arrangements between Oceanlynx and Supplier, Oceanlynx, or its designated representative, shall have the right, at periodic intervals and during reasonable business hours, to:

- (1) examine all records of Supplier insofar as they relate to the supply arrangements between Supplier and Oceanlynx;
- (2) inspect, analyze and test (including, but not limited to, cutting) Supplier's goods and means and methods of production of goods. Such audit, inspection and testing rights of Oceanlynx shall include rights of access to fields, packing houses, manufacturing facilities and any other facilities owned or operated by Supplier or by third parties who handle or otherwise manage Supplier's goods.

6. QUALITY ATTRIBUTES TESTS.

At any time and from time to time, at Oceanlynx request, Supplier shall, at Supplier's expense, conduct quality attributes tests in accordance with Oceanlynx standards and methodology. Supplier shall report the results of such tests to Oceanlynx in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective ___ day of _____, 200__.

Oceanlynx Limited

By: _____

Name: -----

*Quality Assurance and
Consumer Protection*

Company Name: _____

By: _____

(Signature)

Name (Please Print): _____

Title: _____