



Thai Nippon Foods Co., Ltd.

บริษัท ไทยนิปปอนฟู้ดส์ จำกัด

1/21 สวนอุตสาหกรรมโรจนะ หมู่ 5 ตำบลคานหาม

อำเภอ อุทัย จังหวัด พระนครศรีอยุธยา 13210

โทรศัพท์ (66) (0) 35330046-52 แฟกซ์ (66) (0) 35330084

Thai Nippon Foods Co., Ltd.

1/21 Rojana Industrial Park Moo 5 , Kanham Village ,

U-Thai District,Pranakorn sir Ayutthaya Thailand13120

Tel.. (66) (0) 35 330 046-52 Fax. (66) (0) 35 330 084

Agreement on the Compliance Undertakings

Date..... /...../.....

Thai Nippon Foods Co., Ltd. with its Head Office located at No. 1/12, Rojana Industrial Park, Moo 5, Kanham Village, U-Thai District, Ayutthaya 13210 by Mr.Hikaru Gotanda its authorized director (hereinafter referred to as the “Company”) and with its Head Office located at No.....by its authorized director (hereinafter referred to as the “Promisor”) agree to comply with the following guidelines to establish a fair transaction between the Company and the Promisor (hereinafter referred to as the “Transaction Between the Parties”). (This Agreement shall be referred to as the “Agreement”).

Chapter 1 Fair Trading

1. In proceeding with the Transactions Between the Parties, the Company and the Promisor shall comply with the Code of Conduct (hereinafter referred to as the “Code of Conduct”) as follows:
 - 1) adhering to and complying with the Organic Act on Counter Corruption, other laws and regulations relating to the Anti-Corruption, Competition law and other laws and regulations with the objectives to ensure fairness of transactions in Thailand.
 - 2) giving, requesting, offering, or promising to give or receive goods, money, or any other benefits to any public official (whether national or local government officials, members of any assemblies, or any other person engaged in public duties under the relevant laws and regulations) are prohibited, except in the case of reasonable grounds permitted under laws and regulations or contracts.
 - 3) giving, requesting, offering, or promising to give or receive any goods, whether directly or indirectly, which are deemed inappropriate such as kickbacks, money or any other benefits from the person entered into the transaction with, prospective customers, or any other third parties are prohibited.



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- 4) giving, receiving, requesting, offering or promising to pay for or receive goods, money or any other benefits, or being involved with the Unlawful Groups of Influential Person are prohibited (the “Unlawful Groups of Influential Person” under this Clause means groups of organized crimes, entities involving with the groups of organized crime, individuals or other groups of people seeking benefits in an illegitimate or inappropriate manner, and including any persons whom the Unlawful Groups of Influential Person involve with or have a control over their management in material parts).
- 5) Infringement of intellectual property rights of a third party are prohibited.

2. Noncompliance report:

- 1) In case the Promisor is aware that the directors, employees, or shareholders of the Company, or of the Company’s subcontractors (hereinafter referred to as the “Company’s Employees”) violates the Code of Conduct, it shall immediately report such violation via email to security_tnf@tnf.co.th.
- 2) In case the Company is aware that the directors, employees, or shareholders of the Promisor, or of the Promisor’s subcontractors (hereinafter referred to as the “Promisor’s Employees”) violates the Code of Conduct, it shall immediately report such violation to the Promisor at

3. Noncompliance investigation:

- 1) If the Company suspects that the Company’s Employees or the Promisor (including the Promisor’s Employees) violates the Code of Conduct, the Company shall conduct an investigation on its own or engage a third party to conduct an investigation, as the case may be.



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- 2) During the investigation as referred to in the preceding paragraph, the Promisor shall cooperate with the investigator by providing the relevant information.

4. Cancellation or termination of the Transaction Between the Parties:

- 1) The Company may suspend its performance of obligations under the agreement executed for the Transaction Between the Parties, if the Company finds that the Company's Employees or the Promisor (including the Promisor's Employees) violates the Code of Conduct.
- 2) If the Company finds that the Company's Employees or the Promisor (including the Promisor's Employees) violates the Code of Conduct, the Company may terminate the Transaction Between the Parties in writing without any prior notification.
- 3) The Company shall not be liable for any damages whatsoever if the Company suspends its performance of obligations or terminates the agreement executed for the Transaction Between the Parties due to the violation of the Code of Conduct by the Promisor's (including the Promisor's Employees), even in the event of any damages to the Promisor as a result of such suspensions or terminations.

Chapter 2 Protection and Treatment of Information

5. Administration and non-disclosure of Confidential Information:

- 1) Under this Agreement, the "Confidential Information" refers to as information disclosed by the Company to the Promisor, whether verbally or in writing (the term "in writing" shall include the recording via electronic means on magnetic medium) in connection with the Transaction Between the Parties.
- 2) Nevertheless, the following information shall not be considered as the Confidential Information:
 - a) the information which is publicly available when the Promisor obtained information from the Company;
 - b) the information independently developed by the Promisor and free from Confidential



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Information;

- c) the Confidential Information which is in the public domain after the receipt by the Promisor from the Company other than by breach by the Promisor; and
 - d) the information lawfully obtained from a rightful third party, who is not obligated to a confidentiality obligation, after the Promisor obtained the information from the Company;
 - e)
- 3) The Promisor shall strictly protect the Confidential Information and any media recording the Confidential Information (including excerpts and copies of the Confidential Information) obtained from the Company, which shall include any Confidential Information disclosed prior to the execution of the Transaction Between the Parties and this Agreement, and shall not disclose, disseminate or inform the Confidential Information to a third party, nor shall it be used for any other purposes other than the business operations under the agreement executed for the Transaction Between the Parties.
 - 4) In any case, the Promisor may disclose the Confidential Information to a third party if a prior written notice from the Company is obtained, and such third party has entered into a written agreement with the Company and the Promisor to abide by the confidentiality obligation set forth hereunder, provided that the Promisor shall follow the disclosure means as prescribed by the Company on a case by case basis.
 - 5) In the event that the information as disclosed by the Promisor to a third party, under clause 5.4, contains the Confidential Information or personal information of a person other than the Company, the Promisor, and the third party receiving such information (hereinafter referred to as the “Person Whose Information is Being Disclosed”), the Promisor shall obtain consent from the Person Whose Information is Being Disclosed prior to the disclosure of such information.



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- 6) In the event that the Promisor discloses, uses or damages the Company's Confidential Information, the Promisor shall promptly notify the Company in writing, and shall comply with the guidelines on measures to proceed subsequently as set forth by the Company.
- 7) The Promisor shall, upon the Company's instruction, promptly return or destroy any Confidential Information and any media recording the Confidential Information (including excerpts and copies of the Confidential Information) as so ordered by the Company.
- 8) Upon the Company's request, the Promisor shall disclose and deliver the Confidential Information to the Company in a manner as the Company deems appropriate, and shall restore and act otherwise as necessary.

6. Protection and treatment of Personal Information:

- 1) The Personal Information means any identifiable information relevant to a living individual whether directly or indirectly.
- 2) In acquiring, administering, disposing, and delivering any Personal Information, the Promisor shall comply with the relevant laws and regulations of Thailand and the laws and regulations of the countries and regions applicable to the Personal Information.
- 3) The Promisor shall establish an appropriate organization structure for acquiring, administering, disposing, and delivering information.
- 4) When delivering the Personal Information to a third party, the Promisor shall obtain a prior consent from the provider of such information except for in case of reasonable grounds e.g. as permitted by the laws and regulations.

7. Guidelines and agreements on information administration:

- 1) The Promisor shall be responsible for limiting the number of persons being relevant to or administering the Personal Information or Confidential Information (hereinafter referred to as the "Confidential Information and Other Information"), limiting the



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accessibility means, and clearly classifying the Confidential Information and Other Information, regulating the administering of the Confidential Information and Other Information, as well as establishing and developing an appropriate administering and controlling system for the Confidential Information and Other Information.

- 2) The Company may instruct the Promisor on how to handle and administer the Confidential Information and Other Information for the execution of Transaction Between the Parties.
- 3) Upon the Company's request, the Promisor shall report its administering and controlling system of the Confidential Information and Other Information to the Company by means as set forth by the Company.
- 4) The Promisor shall not utilize the Confidential Information and Other Information of other persons unlawfully obtained by it for the execution of Transaction Between the Parties.

8. Prevention of unauthorized access:

The Promisor shall establish and manage a system to protect against computer network threats and to prevent damage that may arise to the Company, the Promisor, and other third parties.

Chapter 3 Respecting Fundamental Human Rights

9. Respecting the human rights and non-discrimination prohibitions:

- 1) The Promisor shall respect the fundamental human rights of the Promisor's personnel.
- 2) The Promisor shall not treat its employees discriminately on the basis of race, ethnicity, nationality, origin, religion, political or personal beliefs, membership, gender, age, disability, or other attributes.
- 3) The Promisor shall not exercise its power unfairly, abusively or treat the employees inhumanely.

Chapter 4 Safety, Health and Occupational Standards

10. Compliance with laws and regulations concerning labor and safety within the workplace:



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The Promisor shall comply with the relevant labor laws and regulations, laws relating to workplace safety, and other applicable Thai laws and regulations on the employer-employee relationship, as well as to respect the international labor standards set forth by the International Labor Organization (ILO) and other relevant organizations.

11. Compliance matters:

The Promisor shall adhere to the following principles in its business operation:

- a) there shall be no forced labor against the employee's will.
- b) there shall be no child labor below the minimum working age as stipulated by the law nor shall any child labor be used for works in ways that might impair their developments;
- c) respect the employees' right to establish a labor union.
- d) ensure the workplace safety and contributing to a healthy condition.

12. Formation of the organization structure:

In order to comply with the provisions under this Chapter, the Promisor shall appropriately establish and develop an organization structure for labor, safety and health management of the employees.

Chapter 5 Environmental Standards

13. Compliance with environmental laws and regulations:

The Promisor shall comply with relevant environmental laws and regulations.

14. Formation of the organization structure:



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The Promisor shall periodically inspect the status of compliance with environmental laws and regulations and the management system, and shall make an effort for further improvement.

Chapter 6 Ensuring of Product Safety and Quality

15. Compliance with laws and regulations on product safety and quality assurance:

The safety and quality standards for the products delivering by the Promisor to the Company shall comply with the requirements as agreed upon by the Promisor and the Company, as well as the standards set forth by the relevant Thai laws and regulations.

16. Formation of the organization structure:

The Promisor shall appropriately establish and manage the entity's system to ensure the safety and quality of products.

Chapter 7 Termination, Cancellation, and Compensation for Damages Arising under This Agreement

17. Duration:

This Agreement shall be fully effective during the term of the Transaction Between the Parties.

18. Cancellation:

- 1) The Company may serve a warning notice to the Promisor to rectify any breaches of provisions under this Agreement by the Promisor. If the breach is not rectified within thirty (30) days after the notification, the Company may terminate the agreement of the Transaction Between the Parties by providing the Promisor a written notice of termination.
- 2) In any case, in the event of any material breach hereof by the Promisor, the Company may immediately terminate the agreement of the Transaction Between the Parties by providing the Promisor a written notice of termination without any prior warnings.



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19. Compensation for damages:

The Company may claim for damages from the Promisor for any damage sustained by the Company due to any breaches hereof by the Promisor (including actions of the Promisor's Employees) regardless of whether the Transaction Between the Parties is suspended or terminated.

Chapter 8 Other Provisions

20. Survival clause:

Notwithstanding the grounds for termination hereof, the duty to cooperate in investigation (Clause 3), proceedings after the termination of Agreement (paragraph 3 of Clause 4, and Clause 19), confidentiality obligation (Clause 5), severability clause (Clause 21), governing law and jurisdiction (Clause 22) of this Agreement shall remain in effect after the termination hereof.

21. Severability clause:

If a competent court finds that any provisions of the Transaction Between the Parties or this Agreement is unlawful, void, or unenforceable, the remaining provisions shall still remain in full effect.

22. Governing Law and jurisdiction:

Any disputes arising from this Agreement shall be governed by the laws of Thailand and subject to the jurisdiction of the court of Thailand.

IN WITNESS WHEREOF, the Company and the Promisor have executed their signatures and sealed this Agreement in two copies, each of which is held by the party.



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Date

Thai Nippon Foods Co., Ltd.

.....

Name: Mr. Hikaru Gotanda

Title: Managing Director

Witness

.....

Name: Ms Pennapa Manmak

Title: Senior Manager, General Management and Legal Department

..... (The Promisor) Company Seal Stamp

Name:.....

Title:.....

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