@Global Product Compliance (GPC) - Group



ISSUE DATE: 11/08/2024

Addendum No 01:

Tripartite MoU Between ICC, GPC and RRMA

This addendum is in reference to the Business Co-operation Agreement between Global Product Compliance Group (GPC), Indian Chemical Council (ICC) and Regulatory Representatives and Managers Association (RRMA) and from the Service Co-operation Agreement dated 17 January 2021.

The Parties agree that the contract is modified as follows:

Additions to Article 12

- 1. Regulatory Training for ICC Staff
 - Provided free by RRMA and GPC, with academia partners (IIMs or IITs). For example, trainings on QCOs and fundamental of compliance management in chemical sector program.
 - 10% seats in every batch of the training program will be reserved for the ICC staff.
- 2. Regulatory Training for ICC Member-Companies
 - Jointly conducted by ICC and RRMA (regulatory knowledge partner GPC), with academia partners (IIMs or IITs).
- 3. Other Points
 - a) ICC will circulate the GHS (Globally Harmonized System of Classification and Labelling of Chemicals) book launched by GPC & RRMA via QR code to all members. Also, it will possibly come with similar publications in the future.
 - b) Corporate AVs (Audio Visuals) of ICC, GPC, and RRMA will be played in joint webinars.
 - c) Speaking opportunities for GPC/RRMA in ICC flaghip events will be mutually discussed and finalised provided the topic is well aligned with the theme of the event

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This addendum shall not alter, modify or change in any other respect the Business Co-operation Agreement, and except as modified herein, all the terms and provisions of the Business Co-operation Agreement are expressly ratified and confirmed and shall remain in full force and effect.

Place: Mumbai, India

Indian Chemical Council (ICC)

Place: Nagpur, India

Regulatory Representatives & Managers Association (RRMA)

Place: Lund, Sweden

Global Product Compliance (GPC) Europe AB & Auxilife Scientific Services Pvt. Ltd.

Name: Dr. Sothi Selvam

Designation: Director General

Date: ___signed by:

Dr. Solli 3084009-12 7FAA022BD177413... Name: Mr. Shisher Kumra

Designation: Head of Secretariat

Date: DocuSigned by

Shisher (2027/409-11

Name: Dr. Vaibhav Diwan

Designation: General Manager

Dr. VaibhazoDiwas-11

Service Co-operation Agreement

between

Global Product Compliance (GPC) Europe AB

Organization No.: 556757-6367

Headquartered at Ideon, Beta 5, Sheelevägen 17, Lund, 22363, Sweden

(Hereinafter referred to as "GPC")

And

INDIAN CHEMICAL COUNCIL (ICC) head quartered at Sir Vithaldas Chambers, 6th Floor,16

Mumbai Samachar Marg MUMBAI - 400 001, the apex national body operating on PAN India
basis, representing all branches of the Chemical Industry in India such as Organic & Inorganic
Chemicals, Plastics & Petrochemicals & Petroleum Refineries, Dyestuffs & Dye-intermediates,
Fertilizers & Pesticides, Specialty Chemicals, Paints etc.

both GPC and ICC hereinafter referred to as "Party" or "Parties"

Whereas, GPC is engaged in the business of chemical regulatory compliance services across the globe through its 10 offices in 4 continents since 2008. GPC has extensive experience and knowledge on the global regulatory trends across the chemical industry at large wherein they have helped 1500+ companies across 38 countries attain compliance excellence. GPC has been providing its expert regulatory knowledge to Semi and non-governmental (organizations, associations, universities, institutes in India and abroad) bodies as a knowledge partner for over a decade wherein it brings the most revered value for the collaborator being its Exclusive Global-Regulatory Knowledge Partner through its expertise in chemical, agrochemical and cosmetics regulations globally.

ICC agrees to partner with GPC with the objective of imparting knowledge on Chemical Product Compliance to its member companies, through events organised by ICC and GPC in India and abroad.

Whereas, as per this Service cooperation agreement GPC will engage with ICC as their "Exclusive Global Regulatory Knowledge Partner" for helping them as well as their member companies with the global chemical regulatory knowledge sharing through participation via its events both online, offline, in-person), information sharing as presentations, documents, one-to-one interactions with companies etc. (details mentioned in the scope). GPC will also financially contribute to ICC on yearly basis for a period of 3 years.

For the aforementioned purpose GPC and ICC jointly agree to the following binding terms and conditions:

- This contract will be valid for a 3 years period i.e., 2025, 2026 and 2027 and is subject to automatic renewal upon yearly review of activities in December month of each year starting from 2025.
- 3. ICC has three major events per year including namely ICC Chemical Outlook Conference, ICC Awards Function and ICC Sustainability conclave to which GPC shall have access including participation and presentation as an "Exclusive Global Regulatory Knowledge Partner". Following from the above agreed events, ICC has acknowledged GPC as a "Global Regulatory Knowledge Partner," providing services and significant visibility at three major events:
 - Annual India Chemical Industry Outlook Conference & Exhibition
 - ICC Sustainability Conclave
 - Annual Seminar on "Recognizing Excellence of Performance in Various Facets of Chemical Industry" / ICC Awards Presentation Function
- 4. ICC will provide GPC an exposure opportunity in their events and workshops through relevant means i.e., display of GPC logo, presentation by GPC on a specific topic if found relevant to the program objectives, announcement of GPC as an "Exclusive Global Regulatory Knowledge Partner" etc.
- GPC may deliver lecture / presentation on any topic related to Chemical Regulation across the globe and as appropriate for the event and ICC member companies or participating personnel.
- 6. GPC can conduct webinar Series on the GPC platform and ICC Logo can be displayed as partner in programs which are relevant and will add value to the Indian Chemical Industry, so that such events will benefit members of ICC and to broaden the outreach of both parties.
- 7. GPC has been supporting ICC with all technical answers related to all regulatory question posted to us promptly and we continue doing that. GPC may get more involved for such activities more comprehensively as needed by ICC or its member companies.
- 8. ICC will ensure GPC's visibility to be taken care when events are promoted irrespective of the platform used and considering all media format.



- 9. ICC will proactively in timely manner advise GPC in the month of Jan on its yearly (Calendar Year) events and other participation plans thereafter GPC may plan and finalize the yearly participation activities to whichever practical extent possible upon mutual consideration with ICC.
- 10. In general, both parties will amicably on need and routine basis discuss upon agreed meetings the planning and execution of the activities listed above for making the best use of the agreement and thereby the business co-operation.
- 11. Details regarding the regulatory training program offered from Regulatory Representatives and Managers Association (RRMA), it will be listed in Addendum 01: Tripartite MoU between ICC, GPC and RRMA.

Non-disclosure and Confidentiality:

- a. Each party may not approach, engage, the other party or its employee and associates in any way that may compromise the interests of the other party.
- b. Each party may not use any information that's provided to the other party towards preparation or operationalization or implementation of this contract, for any other purpose other than for which it is intended.
- c. Condition of the non-disclosure and confidentiality extends through the entire period of this contract and 5 years after the contract is terminated by the parties.

Representations and Warranties:

Each Party represents and warrants to the other Party that:

- 1. It is duly organized, validly existing, and in good standing under the Applicable Laws. Its corporate power and authority to perform its obligations under this Agreement.
- 2. The execution, delivery, and performance by either Party of this Agreement has been duly authorized by all necessary corporate action and does not and will not contravene the terms of, conflict with, or result in any breach or contravention of, any contractual obligation to which such Party is subject or any order, injunction, writ or decree of any governmental authority to which such Party or its property is subject or violate any requirement of Applicable Laws.
- 3. This Agreement constitutes the obligation of a Party, enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principle's relating to enforceability.

General Terms

- 1. Any Confidentiality or Non-disclosure agreement between the parties shall continue to be in force while this contract remains in force.
- 2. This Agreement shall enter into force after having been signed by the Parties and including the first ICC 2025 event.
- 3. Any modification or amendment of this Agreement including this article 3 under general terms requires a written instrument signed by all Parties hereto.
- 4. Both parties shall use all reasonably good faith efforts to settle all the disputes arising between the parties amicably. However, where the dispute is not so settled amicably within a reasonable period then either party has the right to refer any dispute to the Arbitration Rules of India (under the Indian Law). The place of arbitration shall be New Delhi and the language shall be English.



Having completely read and understood the above listed terms and conditions of this business cooperation contract, both parties agree and mutually signed the business co-operation agreement on:

Place: Mumbai, India

Indian Chemical Council (ICC)

Name: Dr. Sothi Selvam

Designation: Director General

Date:

Place: Lund, Sweden

Global Product Compliance (GPC) Europe AB

Name: Mr. Shisher Kumra

Designation: Executive Director

DocuSigned by: Date:

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, GPC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact GPC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: m.k@gpcregulatory.com

To advise GPC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at m.k@gpcregulatory.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from GPC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to m.k@gpcregulatory.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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Dr. Vaibhav Diwan

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General Manager (GM) - Growth

Global Product Compliance Europe AB

Security Level: Email, Account Authentication

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vdiwan@gpcregulatory.com

General Manager (GM) - Growth

Global Product Compliance Europe AB

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Envelope Sent	Hashed/Encrypted	11-Sep-2024 16:13
Certified Delivered	Security Checked	11-Sep-2024 16:14
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