



201 The Plaza • Teaneck, NJ 07666  
Phone: (201) 837-0500 Fax: (201) 837-0126  
www.kof-k.org

T'03

Juravel, Pinchas  
Heintz, Aryeh  
CTPL-MFR

February 21, 2008

AGREEMENT BETWEEN  
KREMER ZADEN BV  
AND KOF-K KOSHER SUPERVISION FOR KOF-K KOSHER CERTIFICATION OF  
FRUTAROM AND SOYLIFE BRAND(S) OF:  
SOY GERMS

GENERAL PROVISIONS:

1. KREMER ZADEN BV (hereinafter called the Co.) agrees to abide by all requirements set forth by KOF-K KOSHER SUPERVISION (hereinafter called the KOF-K) including those provisions that are set forth in the List of Approved Ingredients and Manufacturers, which is a part of this agreement.
2. The products to be supervised and certified will be produced ONLY at the following plant(s): KREMER ZADEN BV, INDUSTRIEWEG 7, 1775 PV MIDDENMEER, NETHERLANDS. The Co. agrees that it will not produce any product that bears the KOF-K certification in any other plants without prior written approval of the KOF-K. The Co. agrees that it will not ship any labels, wrappers or containers that bear the KOF-K's certification to any other party or any other plant without prior written approval of the KOF-K.
3. Representatives of the KOF-K shall have the right to inspect the plants listed in #2 at any time during regular business hours, without prior notification. Files, records, and formulation cards of the Co. pertaining to ingredients and products under certification, shall be accessible to representatives of the KOF-K during their regular inspections. The KOF-K affirms and agrees that it will not disclose any information regarding formulations or suppliers or any other proprietary information that it receives from the Co. to any other party.
4. The Co. is not authorized to purchase on its own any stamp with the KOF-K Kosher certification emblem on it, or to make any stickers or labels with the KOF-K Kosher certification emblem on them without prior written approval from the KOF-K. If the Co. is in need for such a stamp or such stickers or any other label with the KOF-K Kosher certification emblem on it, it will submit such a request to the KOF-K for its evaluation. All such labeling will be furnished by the FRUTAROM BELGIUM NV.
5. This agreement shall begin on January 1, 2008 and remain in effect as long as FRUTAROM BELGIUM NV remains under contract with the KOF-K to certify its products as Kosher, and remains under contract with the Co. to manufacture its product. In the event that the contract between FRUTAROM BELGIUM NV and KOF-K is terminated, for any reason, or the contract between FRUTAROM BELGIUM NV and the Co. is terminated for

any reason, this agreement is automatically terminated. The Co. itself may terminate this agreement at any time provided that the Co. complies with the termination procedures that are outlined in General Provision #7.

6. In the event of a Kosher regulation breach of this agreement by the Co. and so determined solely by the KOF-K, the KOF-K will notify the Co. in writing that such a breach has occurred and what that breach was. The KOF-K will then determine whether its certification shall be terminated immediately or whether correction of the breach will be accepted. Should such a breach result in the immediate termination of the KOF-K certification, the Co. shall comply with the termination procedures outlined in General Provision #7.

7. Immediately upon termination of this agreement, the Co. may not package products in any wrappers or containers bearing the KOF-K trademark or any other form of the KOF-K's certification, and the Co. may not advertise that products it manufactures are certified Kosher by the KOF-K.

Failure of the Co. to comply with this provision will result in litigation against the Co. by the KOF-K for unauthorized use of its trademark, with all court costs and legal fees to be absorbed by the Co., if the court rules against the Co. The remaining labels, wrappers, containers, and any printed material bearing the KOF-K emblem or any other form of the KOF-K's certification shall be destroyed or the certification obliterated therefrom in the presence of a representative of the KOF-K, within ten (10) days after termination or expiration at no cost to the KOF-K, or transferred to another location at the KOF-K's written instruction. Failure of the Co. to destroy said packaging, or so alter it or transfer it to another location at the KOF-K's written instruction, will result in litigation against the Co. by the KOF-K, with all court costs and legal fees to be absorbed by the Co., if the court rules against the Co. The KOF-K reserves the right to notify the public through such media as it shall select that the products are no longer supervised and certified by the KOF-K. The KOF-K shall not be held liable for any damages the Co. shall incur as a result of such termination.

8. Violations of any provision set forth in this agreement may subject the Co. to one or more of the following measures at the sole discretion of the KOF-K:

- a) Termination of certification due to breach of contract with terms as specified in #7.
- b) Kosherization of the affected equipment in the Co.'s facility under Rabbinic supervision with total expense accruing to the Co.
- c) Increased periodic supervision by the KOF-K's representative for a probationary period deemed proper by the KOF-K with increased costs accruing to the Co.
- d) Removal by the Co. of the unapproved ingredient(s) from the Co.'s premises forthwith.
- e) Notice to be published in the media notifying the public of the unapproved status of the product, with total cost accruing to the Co. The maximum cost for any given violation (including the ads expenses) will be \$1000.00.
- f) Recall of product by the Co. from the marketplace due to unapproved status at no expense to the KOF-K.

The KOF-K will provide the company with written notice concerning the aforesaid violation. In the event that there has been no material breach that compromises kosher standards, 21

days notice will be given to the company. The KOF-K will be the sole determiner of what is considered a material breach.

9. The Co. authorizes the KOF-K to Kosherize equipment, utensils and all other items that it deems necessary in the course of providing KOF-K certification.

The KOF-K will take every precaution to assure that damage does not occur during said Koshering. However, the Co. agrees that in the rare event that any damage occurs as a result of Kosherization, this damage will not be the responsibility of the KOF-K or its personnel. Neither the KOF-K nor any of its personnel will be held liable for this damage. The KOF-K will provide the company with a written outline of the intended kosherization which will be reviewed by the maintenance staff of the company. The maintenance staff will be given ample notice and access to oversee the kosherization process.

10. During the Passover holiday, many grain products or derivatives, known as chometz, are forbidden to be produced or owned by Jews. To accommodate our customers and still remain in the parameters of Kosher laws, we arrange for the sale of the chometz food ingredients as well as the leasing of the manufacturing facility, for the duration of the eight (8)-day holiday to a non-Jewish person in whose name the business is conducted during Passover. Therefore, if the Co. has any Jewish ownership, whether fully or partially, the Co. hereby empowers the KOF-K to act as its agent in arranging this eight (8)-day sale and lease annually.

11. Once the Co. has terminated its contract with the KOF-K, or if the Co. is terminated during the existing contract period for any reason, the Co. hereby agrees to permit and grant full access to a KOF-K representative to its plant and facilities to make certain and to otherwise permit the KOF-K to confirm that all labels, packaging, boxes or any wrapping bearing a KOF-K Kosher emblem has been destroyed and or covered over; and that the Co. has no finished products on its premises bearing an unauthorized KOF-K trademark, which must be removed or covered over before leaving the Co.'s facility for sale to the general public. The KOF-K shall further have a minimum period of three (3) months to confirm that its Kosher emblem is no longer used by the Co., subsequent to the date of termination.

12. If the Co.'s contract with the KOF-K is terminated for any reason, the Co. fully agrees that if the Co. continues to illegally utilize the KOF-K Kosher symbol on any of its packaging and still ships its finished products into the general market bearing an unauthorized KOF-K symbol, the Co. shall be required to pay the KOF-K three (3) times its annual fee (that was being paid by the Co. at the time of such termination) based on the Co.'s failure to remove the KOF-K's Kosher trademark for such packaging, labels, boxes, bags and/or finished products, and will further be subject to court costs, if the KOF-K is required to pursue legal action against the Co., based on such unauthorized and illegal use. Once it has been determined that all labeling has been destroyed, covered over, or removed from the premises, the KOF-K will no longer be granted access to the facility.

**NOTE:** This agreement for Kosher certification and authorization for the printing of the KOF-K trademark on labels, wrappers and containers applies only to the brand(s) listed in the Special Provision section of the agreement. It does not apply to any other brand that the Co. manufactures. A separate application for Kosher certification and

