



## MARKET – TERMS AND CONDITIONS OF THE PRODUCTION SERVICE

Version 1.1

### INTRODUCTION

These Terms and Conditions govern the provision of the Production Service offered by KIKI to the CLIENT, establishing the rules, responsibilities, and scope applicable to the development, manufacturing, and delivery of finished Products through coordination with a network of certified Production Partners.

KIKI's Production Service enables the CLIENT to transform raw materials, ideas, or formulas into products ready for commercialization, covering all stages of the production process, including:

- Design, formulation, and validation of Products (supplements or gadgets);
- Development of prototypes and quality testing;
- Packaging, conditioning, and labeling in accordance with applicable regulations;
- Batch production and final delivery under agreed conditions;
- Traceability, technical documentation, and compliance with sanitary and regulatory standards.

KIKI acts as an operational, technical, and logistical integrator between the CLIENT and the Production Partners, ensuring that each Product is manufactured according to the highest standards of quality, safety, and regulatory compliance, both nationally and internationally.

This document clearly and bindingly sets forth the conditions under which the service will be provided, including the rights and obligations of the parties, the stages of the production process, delivery timelines, payment terms, and responsibility for the manufactured products.

By contracting the Production Service, the CLIENT expresses their acceptance of these terms through the signing of the corresponding Form, acknowledging their binding nature as an integral part of the commercial agreement and committing to comply with the provisions described herein, in order to ensure a technical, transparent, and efficient operation that guarantees competitive and safe products for the final consumer.

### Key Definitions

**Allies of Production:** Third-party specialists with whom KIKI maintains commercial relationships for the design, formulation, manufacturing, assembly, packaging, or conditioning



of products. This includes laboratories, manufacturing plants, assemblers, and other certified suppliers operating under the technical, regulatory, and quality standards defined by KIKI.

**Annex of Services:** A supplementary document detailing the technical specifications, quantities, schedules, prices, and specific conditions applicable to each production project or batch. It forms an integral part of these Terms and Conditions.

**Certificate of Analysis:** A document issued by the Production Partner certifying that the product complies with the established technical, sanitary, and quality specifications. It accompanies each produced batch and is a mandatory part of the delivery documentation.

**CLIENT:** A natural or legal person who contracts KIKI's Production Services, responsible for providing clear specifications, complying with agreed payments, and facilitating the production process under the established terms.

**Consumer:** A natural person who purchases and uses the products developed through the Production Service for personal use. As the final recipient, their experience is relevant for quality assurance, liability, and post-sale tracking purposes.

**Development Results:** All findings, tests, data, documents, processes, or formulas generated during the development of the prototype or final product, whether patentable or not.

**Gadgets:** Small to medium-sized electronic, technological, or mechanical devices with specific functions, manufactured to order by KIKI's Production Partners according to customized specifications.

**Finished Product(s):** The final outcome of the production process, whether a supplement or gadget, produced according to defined specifications. The Product must be delivered under the agreed conditions with all supporting documentation.

**Mass Production:** The set of technical, operational, logistical, and regulatory activities by which inputs or specifications are transformed into finished products. It includes design, formulation, testing, manufacturing, conditioning, packaging, and final delivery.

**Order / Production Order:** A formal instruction issued by the CLIENT or by KIKI to initiate the manufacturing of a product as agreed in the Annex. It specifies quantities, dates, commercial conditions, and any additional requirements.

**Primary Material / Raw Material:** Inputs, ingredients, or components used in the manufacturing of the product. These may be supplied by either KIKI or the CLIENT, as defined in the applicable Annex of Services.

**Production Batch:** A defined group of product units manufactured under the same formulation, packaging, and processing conditions, with uniform traceability and associated technical documentation.



**Production Prototype:** A sample developed prior to mass production, designed, formulated, and manufactured for technical, functional, and regulatory validation. It includes lab testing and technical documentation and is not considered suitable for sale until formally approved.

**Product Specifications:** Technical, sanitary, regulatory, commercial, or aesthetic requirements for the product, defined by the CLIENT and validated by KIKI and its Production Partners. These may include formulations, designs, ingredients, packaging materials, labeling, volumes, and specific conditions.

**Prototypes:** Sample products developed as part of the validation process prior to mass production. They are not considered fit for sale until formally approved.

**Service of Production:** An end-to-end solution offered by KIKI to the CLIENT for transforming ideas, raw materials, or technical requirements into finished products ready for the final consumer, through coordination with specialized Production Partners.

**Supplements:** Products formulated to complement nutrition or support human physiological functions, without medicinal or therapeutic effects. They are subject to health regulations in each country where they are produced or marketed.

**Traceability:** A control system that allows the tracking of the history, location, and status of each production batch, from raw material receipt to final delivery, ensuring quality, regulatory compliance, and responsiveness in case of claims.

## Scope of the Production Service?

The Production Service offered by KIKI enables the CLIENT to transform their ideas, formulas, or Raw Materials into finished products ready for commercialization, without having to directly manage manufacturing contracts, processes, or suppliers. Through its network of certified Production Partners, KIKI coordinates all stages of the process under strict quality standards, health regulations, and technical compliance.

This service includes the validation of Product specifications, development of Prototypes, batch formulation and manufacturing, as well as conditioning, packaging, and labeling in accordance with the CLIENT's requirements. Additionally, KIKI facilitates the delivery of quality certificates, regulatory documentation, and retention samples, ensuring traceability throughout each stage of the process.

The scope also covers the operational, technical, and documentary management with Production Partners, supervision of deadlines, handling of quality or specification-related incidents, and support for the CLIENT in sanitary or regulatory procedures when applicable. All this is aimed at delivering competitive, safe products aligned with the target market needs of the CLIENT.

## Frequently Asked Questions About the Production Service



To facilitate a better understanding of the Production Service, the following section presents a series of questions and answers addressing the key aspects of this modality. This format is explanatory in nature but constitutes an integral part of these Terms and Conditions and is fully binding for the Parties. Therefore, the answers provided below clearly and accessibly outline the rights, obligations, processes, and limitations applicable to the service.

**1. What conditions must the CLIENT meet for KIKI to start producing their Products?**

KIKI will only initiate the Production process once it has received complete and clear technical specifications of the Product from the CLIENT, as well as advance payment of the total service cost. Failure to meet these requirements will prevent the process from starting, without any liability on KIKI's part.

**2. What must the technical specifications provided by the CLIENT include?**

Specifications must include, at a minimum: type of product, quantities, composition, physical characteristics, design, packaging type, and any other relevant instruction for proper manufacturing.

**3. What requirement must the CLIENT meet to order the production service?**

Each time the CLIENT requests the production service, they must complete and submit to KIKI Annex A – Statement of Production Values, located in the Service Levels and Indemnities Policy, which is publicly available at <https://kikilatam.com/sla>, providing the required information about the products, unit values, and any other details requested in said document.

**4. What happens if the specifications provided by the CLIENT are incomplete or incorrect?**

Any omission, ambiguity, or error in the specifications provided by the CLIENT will be their sole responsibility and may impact delivery times, service costs, or final product quality. KIKI will not be held responsible for any consequences arising from such inconsistencies.

**5. What activities does KIKI perform during the development of the Prototype or Product?**

KIKI, directly or through its Production Partners, performs the following activities:

- Receipt of technical specifications
- Implementation of quality and hygiene practices (good manufacturing practices)
- Preliminary product testing
- Material supply (if applicable)
- Labor
- Packaging of the final product
- Generation of quality loss reports



- Issuance of batch-specific certificates of analysis
- Preparation of the corresponding delivery documentation

**6. Can the quantity of Product to be manufactured be modified once agreed upon?**

Yes. The quantity ordered by the CLIENT may be modified with KIKI's prior approval. Any change must be documented and validated according to the applicable contractual terms.

**7. Under what standards are Products manufactured by KIKI?**

KIKI guarantees that products are produced under high standards of quality and hygiene, following the Quality and Consumer Standards Manual and complying with the laws of the country of production and commercialization.

**8. Can the CLIENT participate in the quality validation of the Product?**

Yes. The CLIENT will be duly informed about the quality controls conducted by KIKI and may review and approve the results. This approval will be considered as acceptance of the agreed specifications.

**9. What happens once the CLIENT approves the Production?**

Once Production is accepted, KIKI is released from any further liability related to the condition, content, or use of the Product, including any effects on the health of the End Consumer, unless there is proven breach of the agreed standards.

**10. Is KIKI responsible for damages caused by the use, distribution, or storage of the Product?**

No. KIKI is not liable for damages arising from improper use of the Product, nor for mishandling, improper storage, or distribution by the CLIENT or third parties once the Product is delivered.

**11. What happens if a product does not meet the technical specifications?**

Any Product that fails to meet the specifications defined in the commercial proposal may be returned to KIKI, who will evaluate the situation and decide whether a return or replacement applies.

**12. Is there any additional mechanism for verification or continuous improvement?**

Yes. KIKI and the CLIENT may establish a technical cooperation program aimed at continuous verification and improvement of product quality, strengthening production standards.

**13. Does including a Product in KIKI's catalog guarantee its availability?**

No. Inclusion in KIKI's catalog does not guarantee availability, as production is demand-driven and subject to the agreed production schedule with the CLIENT.



**14. Who is responsible for the legal use of the Products?**

The CLIENT is solely responsible for ensuring that the possession, use, marketing, or distribution of the Products complies with the applicable laws in their country or target market. By signing the Form, the CLIENT declares the Products will be used legally.

**15. Do Products manufactured by KIKI have medicinal effects?**

No. The supplements manufactured by KIKI are not medications and should not be used as substitutes for medical treatment. Their use should be part of a healthy lifestyle and, if necessary, accompanied by professional advice.

**16. Can the information published by KIKI on labels, catalog, or website be interpreted as medical advice?**

No. All information on Product labels, in the catalog, and on the website is for informational and educational purposes only. It does not replace professional medical guidance, diagnosis, or treatment.

**17. What should the CLIENT or End Consumer do before consuming a Supplement?**

Before using any Supplement, it is recommended to carefully read the label and, if there are any doubts, consult a healthcare professional—especially in the case of medical conditions or ongoing treatments.

**18. Does KIKI guarantee consistent results for all consumers?**

No. The effectiveness of Supplements may vary depending on the individual and factors such as metabolism, genetics, lifestyle, and adherence to suggested use. KIKI is not responsible for unmet expectations or results.

**19. Is the CLIENT required to use KIKI's logistics services for the manufactured Products?**

Yes. By contracting the Production service, the CLIENT is required to exclusively use the logistics services operated by KIKI for transportation, fulfillment, and delivery of the manufactured Products.

**20. Can the CLIENT hire a different logistics provider other than KIKI?**

No. The CLIENT expressly agrees not to use logistics providers other than KIKI for the Products subject to Production.

**21. What qualifies as an additional service under the Production service?**

Any service not explicitly included in the initial quotation for the Production project will be considered an additional service. This may include, for example, specialized analyses,



regulatory filings, certifications, development of custom packaging, or procurement of specific inputs requested by the CLIENT.

**22. Who bears the cost of additional services?**

The CLIENT shall bear the full cost of any additional service requested or required to comply with technical, sanitary, or regulatory standards. Such costs will be duly informed by KIKI and must be paid under the terms indicated.

**23. What happens if the CLIENT fails to pay or breaches their contractual obligations?**

KIKI shall have the right to exercise general and specific retention over the products manufactured for the CLIENT. This means it may withhold the products until the debt or breach has been remedied.

**24. Can KIKI dispose of the CLIENT's Products in case of non-compliance?**

Yes. If thirty (30) calendar days have passed since the breach without correction, and after notifying the CLIENT in writing, KIKI may dispose of the retained Products through liquidation, sale, or any other permitted mechanism, applying the proceeds to the outstanding balance.

**25. Does the retention affect the delivery or distribution of already manufactured Products?**

Yes. As long as there is an outstanding debt or breach by the CLIENT, KIKI may suspend the delivery of the Products, even if they have already been manufactured, until the situation is resolved.

**26. Does KIKI offer warranties or compensation for the provision of services?**

Yes. KIKI will compensate the CLIENT only under the terms, conditions, and limits established in its Service Level and Compensation Policy, which forms an integral part of the contract and is publicly available at: <https://kikilatam.com/sla>.

This policy defines:

- The minimum service standards that KIKI commits to uphold.
- The specific situations where compensation may apply.
- The procedures, required documentation, and deadlines for submitting compensation requests.
- The maximum amounts that may be granted, if applicable.

The CLIENT acknowledges that any compensation request must follow this policy and the timelines established therein. Claims submitted outside the defined procedure or failing to meet the stated requirements will not be accepted.



## **Confidentiality**

### **Confidential Nature of Technical and Commercial Information**

All technical, scientific, operational, or commercial information exchanged between the Parties in connection with the development, formulation, production, and delivery of dietary supplements (hereinafter, the "Products") shall be considered strictly confidential. This obligation includes, but is not limited to: formulas, compositions, active ingredients, excipients, manufacturing methods, industrial processes, technical sheets, laboratory reports, regulatory documentation, packaging designs, label artwork, stability studies, marketing strategies, supplier lists, associated costs, and projected volumes (hereinafter, the "Confidential Information").

### **Limitations of Use**

Neither Party may use the Confidential Information for purposes other than the execution of the Production service governed by these Terms and Conditions, nor may they use it to compete directly or indirectly with the other Party, develop similar products for third parties, or benefit from said information for their own or third-party advantage.

### **Disclosure Restriction to Third Parties**

The Parties agree not to disclose, reveal, or transfer the Confidential Information to third parties without the prior, express, and written consent of the other Party. This obligation extends to employees, advisors, contractors, and Production Partners, who may only access the Confidential Information to the extent strictly necessary to perform the activities contemplated in these Terms and Conditions and always under an equivalent confidentiality obligation.

### **Protection of Developed Formulas**

Formulas developed by KIKI or its Production Partners as part of the contracted service shall be treated as confidential and proprietary for the CLIENT's exclusive use, unless:

- a) they were previously disclosed by the CLIENT,
- b) they are protected under a separate agreement, or
- c) their subsequent use is expressly authorized by the CLIENT.

No formula, process, or composition may be reused, replicated, or adapted for the benefit of another client or for internal development by KIKI or its partners without the CLIENT's prior authorization. This obligation also applies to prototype formulations, adaptations, improvements, or iterations made during the development stage.

### **No Assignment of Rights Over Confidential Information**





The provision or use of Confidential Information does not imply, under any circumstances, the assignment, license, transfer, or grant of intellectual property rights, industrial rights, or economic exploitation rights in favor of the other Party, unless expressly agreed in writing.

### **Term of Confidentiality Obligatio**

The obligations set forth in this section shall remain in effect throughout the execution of the Production service and for a period of five (5) years from the termination of the commercial relationship between the Parties, regardless of the cause of termination.

### **Adoption of the General Terms and Conditions**

For all matters not provided for in these Terms and Conditions, the provisions of the General Terms and Conditions published on the official website of KIKI LATAM ([www.kikilatam.com](http://www.kikilatam.com)) shall apply on a supplementary basis.

### **Territorial Scope and Integrity of the Terms and Conditions**

These Terms and Conditions apply fully and bindingly to all operations and services provided by KIKI LATAM and/or any of its subsidiaries, partners, or operational units in the various countries where it conducts business activities, regardless of jurisdiction or country of execution.

In the event of country-specific terms, annexes, or special provisions applicable to certain jurisdictions, they will be explicitly outlined in a separate and continuous manner within these Terms and Conditions. Such provisions are complementary in nature and do not exclude or replace the full application of the general terms contained herein, unless expressly stated otherwise.

### **Publication, Updates, and Validity**

These Terms and Conditions are an integral part of the agreements entered into between KIKI LATAM and its Clients, and are deemed accepted by the CLIENT upon contracting any of the services offered by KIKI.

These Terms and Conditions are permanently available on the official website of KIKI LATAM ([www.kikilatam.com](http://www.kikilatam.com)), with a public version history that allows for consultation of updates, effective dates, and applicable modifications.

KIKI LATAM may update, modify, or supplement these Terms and Conditions at any time in accordance with changes in its operations, applicable regulations, or industry practices. Any modification will be published at least five (5) business days prior to its effective date and will



be deemed accepted by the Client if they continue using the services offered by KIKI after the new version is published.