EIT FOOD

international non-profit association (*IVZW/AISBL*)

BY-LAWS

version adopted by the Supervisory Board on

8 October 2025

SECTION 0: PURPOSE OF THE BY-LAWS AND DEFINITIONS

1. PURPOSE OF BY-LAWS

These By-Laws supplement and specify the provisions of the Statutes and organize the daily activities of the Association in accordance with Article 16 of the Statutes. In case of discrepancies between the Statutes and the By-Laws, the Statutes shall prevail. Any amendments to these By-Laws are proposed by the Management Board and approved by the Supervisory Board.

These By-Laws can be complemented by internal policies and procedures, that are drafted and reviewed by the Management Board and updated regularly.

2. DEFINITIONS

Terms with a capital letter in these By-Laws have the meaning specified in the Statutes if present there, otherwise as defined in these By-Laws.

In these By-Laws, the following terms when used with capital, shall have the meaning attributed thereto here below:

Community Members means entities, which do not apply to be a Strategic or Delivery Partner, but wish to be part of the Association's network, having no statutory partnership rights.

Project means the KIC Added Value Activity, which are specific projects and activities that are part of the KIC Business Plan and Strategic Agenda, and designed to add value to the overall goals and objectives of EIT Food.

SECTION I: MEMBERSHIP

3. PARTNERS

3.1. Application for admission

The application for admission to the Association as Partner must be addressed in writing to the Association through the partner application form, which will be made available through the EIT Food website.

The Management Board delegates the review and decision on all applications for admission as a Partner to the Partnership Office, taking into account the criteria set out in the Statutes and these By-Laws. The Partnership Office, through the Management Board will inform the Supervisory Board regularly on new Partners that joined the Association.

3.2. Rights and duties of the Partners

a. The rights and duties of a Strategic Partner are:

- Holding five (5) voting rights in Partner Assemblies, enabling the Strategic Partner to actively shape the strategic direction, influence innovation and assume leadership roles within the Association;
- Providing strategic input to the Association and steer strategic initiatives;
- Contributing a strategic partnership fee.

b. The rights and duties of a Delivery Partner are:

- Holding one (1) voting right in Partner Assemblies;
- Focusing on Project and program delivery, leading specific initiatives;
- Contributing a delivery partnership fee.

c. The rights and duties of both Partners are:

- Partners shall pay they partnership fee, the cost of which is determined by the partnership category chosen and the size and turnover of the Partner, as determined annually by the Supervisory Board.
- Partners shall be entitled to use the EIT Food brand, the conditions of which are provided in Section X of these By-Laws.
- Partners shall enjoy the services of the Association as defined in the Partnership Agreement concluded between the Association and each Partner.

4. STATUS CHANGE BETWEEN PARTNERS

4.1. Status change between Partners

Strategic Partners and Delivery Partners have the option to request to change their partner status (from Strategic Partner to Delivery partner or *vice versa*) with notification thereof at least 3 months prior to the end of each Financial Year. Any change in partner status, provided such change has been approved pursuant to Article 4.4 (and 4.5 as the case may be) of the Statutes, shall be effective as from the next Financial Year.

A partner status change is only possible provided that such Partner changing its status meets all criteria for admission of the other partner status and complies with the relevant procedures as provided for in the Statutes and By-Laws.

5. PARTNERSHIP FEE FOR STRATEGIC PARTNERS AND DELIVERY PARTNERS

The Partnership Fees for every Financial Year shall be invoiced in the first quarter of the calendar year and shall be payable within thirty (30) days as from the invoice date. For the avoidance of doubt, the Partnership Fee relates to the Financial Year in which it is due and not to the next Financial Year.

In case of a Partner application being approved during a Financial Year, a pro rata Partnership Fee (calculated per month and applicable as from the month following which the partnership has been formally approved) shall be invoiced and payable within thirty (30) days as from the invoice date.

The use of the Partnership Fees paid by all Strategic Partners and/or Delivery Partners shall be in accordance with the annual Business Plan of the Association.

All Partnership fees are collected by the Association.

6. COMMUNITY MEMBERSHIP

Entities that do not apply to be a Strategic or Delivery Partner may become EIT Food Community Members upon acceptance by the Partnership Office. Community Members shall not have voting rights but benefit from a dynamic network and the visibility that the Association can provide them vis-à-vis Partners, including possible involvement in various activities. They pay a membership fee that is determined by the Management Board.

SECTION II : EIT FOOD GROUP COMPANIES

7. COMPLIANCE AND PARTICIPATION

The Management Board may propose the establishment of EIT FOOD Group Companies to be approved by the Supervisory Board. As wholly owned and Controlled subsidiaries of the Association, they need to comply with:

(1) the Statutes,

(2) these By-Laws, and

(3) the decisions of the bodies of the Association.

The Group Companies may enter into legally binding agreements following approval by the Management Board and according to the delegation of authority set forth in the Statutes under Article 10.7 or under Article 13.1 of these By-Laws.

The aim of the Group Companies is to facilitate the KIC Activities, ensuring that they comply with the overall strategy of the Association. They may deliver services to national and regional stakeholders, including public and private entities.

SECTION III: ORGANISATION OF THE ASSOCIATION

The Association and the Partners shall ensure that good governance principles are adhered to, and the obligations required by any funder or donor to the Association are respected in full.

The bodies of the Association shall ensure an open and high-quality decision-making process. The bodies of the Association acknowledge the principle that the supervisory function is separated from the operations and when taking decisions, checks and balances should be taken into account.

8. PARTNER ASSEMBLY

Each Partner is represented in the Partner Assembly meetings by one authorized representative, who can either be nominated specifically for each meeting or as a permanent representative for all future meetings, with the option to appoint two alternates. Supervisory Board members may not act as representatives at the Partner Assembly.

The meetings of the Partner Assembly shall be recorded in minutes.

All further organisational, voting and decision-making mechanisms of the Partner Assembly are set forth in the Statutes and the EIT Food Governance Procedures.

9. SUPERVISORY BOARD

9.1. Meetings

Meetings can be held physically or electronically, and members can give proxies to other members, provided no one represents more than one other member.

The Chairperson determines the voting mechanism. The Supervisory Board must reflect diversity and act in the best interest of the Association, with Independent Supervisory Board members having special expertise and no recent managerial ties to the Association or its Strategic Partners.

All further organisational, voting and decision-making mechanisms of the Supervisory Board are set forth in the EIT Food Governance Procedures.

10. COMMITTEES

The Supervisory Board may set up specific Committees, composed of members of the Supervisory Board or other persons with expertise in the specific fields, such as, without limitation, strategy, governance, HR and finance. The majority of the members of such Committees will be members of the Supervisory Board.

The current established Committees of the Association are the Intellectual Property, Legal, Compliance and Ethics Committee, an Audit and Risk Committee, a Nomination and Remuneration Committee and a Strategy Committee.

The Association might set up further bodies, such as a central strategic partner advisory council and/or a scientific council. The specific roles and responsibilities of these Committees and bodies shall be set forth in the Term of Reference of such Committees and/or bodies.

11. MANAGEMENT BOARD

11.1. The Management Board is composed of the CEO and agreed roles from his/her direct reports from the Management Board, which roles may include a Chief Operations Officer (COO) and a Chief Partnership Officer (CPO) heading the Partnership Office. The members of the Management Board shall be jointly responsible for managing the Association's business and operations.

11.2. It is acknowledged that the Management Board shall have the executive power to implement the integrated KIC strategy and yearly KIC Business Plans, the Supervisory Board having the supervisory role. Notwithstanding the joint responsibility of the Management Board, each member of the Management Board shall assume responsibility for his/her own actions in his relevant business department and shall subordinate the interests of his/her business department for the benefit of the entire Association.

11.3. The Management Board shall comply with the principles of good governance.

11.4. Its internal functioning shall be set forth in the EIT FOOD Governance Procedures.

SECTION IV: OTHER BODIES AND FUNCTIONS

12. THE ASSOCIATION'S OFFICE

The CEO may establish an office for the Association.

The office may act as an administration office working under supervision and responsibility of the CEO.

Without being exhaustive, the office may:

- assist the CEO and the bodies of the Association with the organization of meetings of the Partner Assembly, the Supervisory Board and the Management Board;
- assist with day-to-day correspondence with the Strategic Partners and Delivery Partners and Community Member and the collection of reports from the Strategic Partners and Delivery Partners;
- provide administrative support to the Strategic Partners, Delivery Partners, and Community Member;
- assist with the overall relationship with funders (agreements, reports, correspondence, participation in working groups etc.);
- keep records and accounting information;
- also have a supporting role with respect to the following functions:
    - marketing and communications
    - infrastructure
    - finance
    - legal
    - human resources

SECTION V: LEGAL AND FINANCIAL POWERS AND DELEGATIONS THEREOF

13. POWERS AND DELEGATION

Pursuant to Article 10.7.5 of the Statutes, the following shall apply with regard to the representation of the Association.

13.1. The Supervisory Board can adopt a written power of attorney in favour of the CEO, defining the scope, duration and conditions of representation of the Association as shareholder in companies of the EIT Food Group.

Such power of attorney may cover, inter alia:

- representation at shareholder meetings,
- signature of shareholder resolutions,

- approval and amendment of shareholder agreements,
- appointment and dismissal of managing directors.

13.2. The CEO may sub-delegate these powers to one or more members of the Management Board. Each sub-delegation shall be specific as to scope and limited in duration.

13.3. The CEO shall report to the Supervisory Board at least once per year on the exercise of these delegated powers.

13.4. The Management Board has the power to enter into transactions/commitments, and would delegate that power through its internal rules of delegation "Delegation of Authority Policy" pertaining to the day- to-day management of the Association and all activities that are or must be performed within the scope of implementing the Association's approved budget, referred to as "budgeted commitments".

13.5. All non-budgeted transactions/commitments, hereinafter referred to as "Extra-Budgeted Commitments", the value of which is above 500.000EUR, have to be approved by the Supervisory Board, in the context of its function to supervise the Management Board.

SECTION VI: CONFIDENTIALITY, DATA PROTECTION AND COMMUNICATION

14. CONFIDENTIALITY

13.1 Definition

All Strategic Partners, Delivery Partners, and Community Member agree that the cooperation in this Association in general does not require the exchange of confidential information. Therefore, in principle, no confidential information will be exchanged in the framework of the operations of the Association and its governance bodies. Insofar the exchange of confidential information is nevertheless deemed necessary the principles set forth in the EIT Food Governance Procedures shall apply.

The above mentioned information is not deemed to be competitively sensitive in the following cases:

(a) The information is in the public domain (i.e. general knowledge of the public, or, at least, of the specific business stakeholders).

(b) The information is anonymous (i.e. aggregated, so that it is impossible to allocate the information to specific market players).

15. COMMUNICATION – EXTERNAL AND INTERNAL

The Association shall use the utmost efforts to have a coherent external communication approach. The CEO with the support of the communication officer is responsible for and shall coordinate all external communication.

The Management Board shall make sure that all relevant decisions and information are disseminated to the Strategic Partners and/or the Delivery Partners and/or Community Members and/or any other member of the governing bodies of the Association when appropriate in due time.

SECTION VII: CODE OF CONDUCT INCLUDING A CONFLICT OF INTEREST POLICY

16. CODE OF CONDUCT INCLUDING A CONFLICT OF INTEREST POLICY

A code of conduct including a conflict-of-interest policy will be established and approved by the Supervisory Board. Such code of conduct policy shall specify that the members of the Supervisory Board with supervisory functions, including the chairperson, shall be independent from the KIC partners.

The Management Board may establish other policies to apply that to the Association.

SECTION VIII: LANGUAGE

17. LANGUAGE

The official version of these By-Laws is Dutch. EIT Food, for internal governance purposes will translate the Statutes into English. It is expressly understood that in case of discrepancies the Dutch version shallprevail over the English version.

SECTION IX: NOTICES

18. NOTICES

Notices to the Association, the CEO, the Supervisory Board, or to any other body of the Association shall be made in writing (i.e., e-mail, or letter) to the address of the Association as published in the Belgian Official Gazette.

E-mail: info@eitfood.eu

Changes to the e-mail addresses shall be communicated in writing to the Strategic Partners, Delivery Partners, and Community Member and the new e-mail addresses shall be used as from the date indicated in the written communication.

SECTION X: EIT FOOD BRAND

The Association grants the following user rights under the EIT Food brand:

- The EIT Food brand may only be used by Strategic Partners, Delivery Partners and Community Members in connection with KIC Activities;
- The EIT Food brand may also be used by Strategic Partners, Delivery Partners, when filing an application for a non-EIT grant for Co-funded Activities.

The Strategic Partners, Delivery Partners and Community Members shall always use the EIT Food brand in accordance with the instructions and guidelines for the use of the EIT Food Brand provided by the Association.

The Management Board will be responsible for the protection and maintenance of the EIT Food brand.

EIT FOOD

GOVERNANCE PROCEDURES

This document outlines the detailed decision-making processes of EIT FOOD's governing bodies as well as Confidentiality and Data Processing considerations that complete the principles set forth in the EIT FOOD Statutes and By-Laws.

A. PARTNER ASSEMBLY

1. Representation at Partner Assembly meetings

Each Partner is represented in meetings of the Partner Assembly by one delegate (a "**Representative**") only, who shall be a duly authorized person of such Partner.

For the purpose of organizing their representation in the meetings of the Partner Assembly, Partners have the following options:

a. the Partner nominates, for each separate meeting, a Representative provided specifically for that meeting (and for that meeting only) and communicates the details of such person (incl. as the case may be the internal resolutions appointing such Representative and/or a power of attorney duly executed by the Partner) via e-mail to legal@EITFood.eu; or

b. the Partner nominates, for all future meetings and until revoked, a permanent Representative and communicates the details of such person (incl. as the case may be the internal resolutions appointing such Representative and/or a power of attorney duly executed by the Partner) via e-mail to legal@EITFood.eu. In addition, under this option a Partner can choose to nominate 2 alternates for its permanent Representative.

   Both the permanent Representative and the alternates, if any, can be changed by the Partner at any time. For this purpose, the Partner shall communicate via e-mail to legal@EITFood.eu at least until one week prior to a meeting of the Partner Assembly in order to have the change of the permanent Representative and/or alternate to be effective.

   When nominating a permanent Representative and 2 alternates, the Partner shall also communicate via e-mail to legal@EITFood.eu the address and the e-mail address of such person at least until one week prior to a meeting of the Partner Assembly in order to have the change of the permanent Representative and/or alternate to be effective. When nominating a permanent Representative and 2 alternates, the Partner shall also communicate via e-mail to legal@EITFood.eu the address and the e-mail address of such person.

c. No member of the Supervisory Board will be allowed to be appointed and/or to act as a Representative at a Partner Assembly.

2. Notice and agenda for Partner Assembly meetings/electronic meetings

The prior notice for a meeting of the Partner Assembly as provided for in Article 10.2.1 of the Statutes shall be sent by e-mail to the Partners, their permanent Representative and its alternates, if any, on the registered email addresses, together with the agenda.

The notice shall also specify the time and in case of a physical meeting, the place of the meeting, and in case a meeting shall be held remotely by way of electronic means of communication, the type of electronic

communication for such meeting, made available by the Association.

Upon proposal of the Supervisory Board, the Partner Assembly may be held through electronic means of communication, as well as decisions taken in such meetings, provided that:

a. the Partner via the electronic means of communication can be identified and its quality can be checked;

b. the Partner can directly, simultaneously and uninterruptedly take note of the discussions;

c. the Partner can participate directly to the deliberations held and ask questions during the meeting;

d. the Partner can exercise its voting right with regard to all matters subject to a decision during the meeting.

The notification convening the meeting shall contain a clear and accurate description of the procedures with regard to the remote participation in the meeting of the Partner Assembly. Any technical problem and incident preventing or disrupting the remote participation to the meeting via electronic means or preventing or disrupting the voting during such meeting will be recorded in the minutes.

For the avoidance of doubt, the members of the bureau of the Partner Assembly will attend the meetings of the Partner Assembly physically. For the avoidance of doubt, he Bureau of the Partner Assembly is composed of the Chairperson of the meeting (who may be designated by the Supervisory Board if the regular Chairperson is unavailable to attend in person), and the secretary of the meeting (who is appointed by the Chairperson).

3. Voting prior to the meeting of the Partner Assembly

To the extent that the Chairperson has provided for this possibility in the invitation convening the meeting, each Partner has the right to vote prior to the meeting of the Partner Assembly. To that effect, the notification shall contain a ballot setting forth the following:

a. identity of the Partner and its representative;

b. signature of the Partner representative and place and date of signature;

c. the number of voting rights of the respective Partner;

d. the agenda of the meeting of the Partner Assembly and proposed resolutions; the Partner's voting on each resolution: YES/NO/ABSTAIN.

In order to be valid, the ballot must be returned to the Chairperson at the latest two (2) working days prior to the meeting of the Partner Assembly via e-mail.

Notwithstanding the foregoing, voting can also be done prior to the meeting via electronic means, in which case, details on the electronic voting system, complying with the legal requirements shall be provided for in the notification.

Ballots returned and votes cast prior to the meeting of the Partner Assembly shall be recorded in the minutes and be considered for the calculation of the quorum and majority during the subsequent meeting of the Partner Assembly. Votes cast in accordance with this procedure are final and cannot be amended by the respective Partners.

4. Written procedure

On proposal of the Chairperson of the Supervisory Board, the Partner Assembly may take decisions by a written procedure, as provided for in Article 10.5.3 of the Statutes.

To that effect, the Chairperson of the Supervisory Board, or in his/her absence, the CEO shall send the proposed resolution(s) to the designated contact person of each Partner, being the master contact, via e-mail.

The proposed resolutions shall be deemed approved if within a period of two weeks after having been sent, all the Partners have returned duly completed written and signed communications to the Chairperson, or in his/her absence, to the CEO, by the Partners approving the proposed resolutions.

5. Voting mechanism

Voting shall be done by show of hands or speech of voice or via electronic voting respectively. When the meeting had to decide on elections, appointments or nominations of persons, the voting shall be done in a secret manner. Partners shall be informed about the results of the voting, namely the total number of given valid votes and the distribution of such votes, however shall not be given access to the details of the voting. The Chairperson of the Partner Assembly may always decide upon secret voting for whatever matter on the agenda.

The Chairperson of the Partner Assembly shall determine the voting mechanism at the beginning of the meeting.

B. SUPERVISORY BOARD

1. Meetings of the Supervisory Board

The Supervisory Board shall in principle meet at least four times per year.

The Supervisory Board meetings shall be chaired by the Chairperson or, if the Chairperson is not available, by another member appointed by the Supervisory Board.

The Chairperson shall duly notify through electronic means the Supervisory Board of such meeting at least two (2) weeks before the date of the meeting, together with an agenda specifying for which item of the agenda a vote will be required.

Notwithstanding the above, the Supervisory Board may take written resolutions with regard to all matters belonging to the competence of the Supervisory Board.

Each Supervisory Board member can also give a proxy through electronic means to another Supervisory Board member to represent him or her at a specific meeting of the Supervisory Board, provided, however, that no Supervisory Board member can represent more than one (1) other Supervisory Board member.

Resolutions of the Supervisory Board shall be recorded in minutes. Excerpts from such minutes shall be signed by the Chairperson of the Supervisory Board.

Members of the Supervisory Board shall act at all times in accordance with the Code of Conduct and Conflicts of Interest Policy as adopted by the Association.

2. Notice and agenda – electronic meeting

Meetings of the Supervisory Board can be held in physical form or through any electronic means of communications, provided that the form of the meeting is so announced in the notice calling for the meeting. Should documents for decisions be presented to the Supervisory Board, they must be provided at

least seven (7) days before the meeting of the Supervisory Board.

When the meeting is held by any electronic means of communication, the following requirements need to be met: via the electronic means of communication, the members of the Supervisory Board can be identified, can participate directly in the deliberations held during the meeting and can exercise their voting right.

The Supervisory Board shall nominate a secretary of the Supervisory Board, dealing with agenda, minutes and communication of the Supervisory Board's decisions via the Management Board to the Strategic Partners and as the case may be the Delivery Partners.

3. Written procedure

On proposal of the Chairperson of the Supervisory Board, the Supervisory Board may take decisions by a written procedure.

To that effect, the Chairperson of the Supervisory Board shall send the proposed resolutions with a written notice to all Supervisory Board members via e-mail.

The proposed resolution(s) shall be accompanied by a statement of reasons setting forth (1) the context of the proposed resolution(s) and (2) the specific requirements of the written procedure as provided for herein.

The proposed resolutions shall be deemed approved if within seven (7) days after having been sent, the number of duly completed written and signed communications returned to the Chairperson of the Supervisory Board by the Supervisory Board members approving the proposed resolutions is sufficient to meet the required quorum and majority provided for in the Statutes for taking the decision concerned. For urgent matters, a shorter period than seven (7) days may be set by the Chairperson of the Supervisory Board.

4. Voting mechanism

Voting shall be done by show of hands or speech of voice or via electronic voting respectively. When the meeting is requested to decide on elections, appointments or nominations of persons, or any other matters requiring confidentiality of vote, the voting shall be done in a secret manner.

Members shall be informed about the results of the voting, namely the total number of given valid votes and the distribution of such votes, however shall not be given access to the details of the voting. The Chairperson of the Supervisory Board may always decide upon secret voting for whatever matter on the agenda.

The Chairperson of the Supervisory Board shall determine the voting mechanism at the beginning of the meeting.

5. Dissemination of decisions

The Supervisory Board shall decide upon the dissemination of its decisions, if and when appropriate, to the members of the Management Board and/or the Strategic Partners and/or the Delivery Partners.

6. Chairperson of the Supervisory Board

The Chairperson of the Supervisory Board shall be an Independent Supervisory Board Member, meaning not being on the payroll of any of the Partners or having a consultancy relationship with any of the Partners.

7. Members of the Supervisory Board

When proposing candidates for the membership of the Supervisory Board, the Strategic Partners shall propose high-level candidates from top-management, who are selected in a transparent and competitive procedure. In the execution of their mandate, the members of the Supervisory Board must act in the best interest of the KIC, safeguarding its goals, mission and identity, in an independent way.

The structure of the Supervisory Board shall (i) reflect diversity, in particular with regard to gender, geographical and professional background, and (ii) reflect the diversity in the composition of the KIC, in particular the balance within the knowledge triangle.

8. Criteria for Independent Supervisory Board members

Independent Supervisory Board members shall have special expertise to support the Association's objectives.

Independent Supervisory Board members may not have been employed in a management function by or rendered managerial services to the Association during a period of six months before the start of their mandate.

Independent Supervisory Board members may not have been employed in a management function by or rendered managerial services to a Strategic Partner of the Association during a period of six months before the start of their mandate.

Independent Supervisory Board members may not have a spouse, partner or second degree relatives who is member of the Management Board of the Association.

Independent Supervisory Board members may not have had any business dealings with the Association during a period of six months before the start of their mandate.

C. MANAGEMENT BOARD

1. Internal rules

The following are the internal rules for the functioning of the Management Board.

a. The Management Board shall in principle meet once per month or more often when needed.

b. The Management Board meetings shall be chaired by the CEO or in his absence another member of the Management Board as agreed upon by the other members.

c. The members of the Management Board shall be duly notified of any meeting at least three (3) days before the date of the meeting, together with an agenda and supporting documentation where reasonably possible. The notice shall also specify the time and the means of meeting, either by electronic means of communication being videoconference and/or teleconference or a physical meeting.

2. Decision making

In its decision taking, the Management Board shall aim to reach consensus. If no consensus is found the decisions shall be taken by a normal majority.

Written minutes of every meeting of the Management Board shall be established.

The Management Board shall comply with the principles of good governance.

D. CONFIDENTIALITY

1. General Provisions

For the purpose of these Governance Procedures, Confidential information shall not include:

a. Information that is or has become generally available to the public; or

b. Information that is communicated to the recipient without any obligation of confidentiality by a third party who is to the best knowledge of recipient in lawful possession thereof and under no obligation of confidence to the disclosing party; or

c. Information that, at the time it was made available to a person, was already in that person's possession without breach of a duty of confidentiality; or

d. Information that a person is obliged to disclose in order to comply with applicable laws or regulations or with a court or administrative order, provided, however, that the receiving party shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the disclosing party and
- comply with the disclosing party's reasonable instructions to protect the confidentiality of the information; or

e. Information that is developed by the receiving party/parties independently without breaching any obligations related to the restricted use; or

f. Information that is approved for release by written agreement of the disclosing party.

2. Confidentiality within the Association

All Strategic Partners, Delivery Partners and Community Member agree that the cooperation in this Association in general does not require the exchange of confidential information. Therefore, in principle, no confidential information will be exchanged in the framework of the operations of the Association and its governance bodies. Insofar the exchange of confidential information is nevertheless deemed necessary the following shall apply:

Confidential Information shall be defined as all information in whatever form or mode of communication:

a. which one Strategic Partner and/or Delivery Partner and/or and/ Community Member and/or any other member of the governing bodies of the Association receive(s) from another Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association in connection with the purpose of this Association; and

b. which has been explicitly marked as confidential at the time of disclosure or if disclosed orally or visually, has been identified as confidential at the time of such disclosure and confirmed and designated as confidential in writing within 30 days after oral disclosure at the latest as confidential information; or

c. which ought to be considered and treated as confidential taking into account the professional capacity of the members of the governing bodies of the Association(“Confidential Information”).

All Strategic Partners and Delivery Partners and Community Member and/or any other member of the governing bodies of the Association are bound to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in no case

less than reasonable care).

They agree, that the Confidential Information

a. shall not be disclosed to any third party; and

b. shall only be disclosed to its employees who have a need to know; and

c. in any other case, shall not be disclosed without the prior written consent of the other Strategic Partners or Delivery Partner or Community Member and/or any other member of the governing bodies of the Association involved who disclosed the Confidential Information and is owner of this Confidential Information.

The disclosure of information under this section does not imply any title or license or right of use of the received information unless otherwise agreed between the disclosing and the receiving party.

3. Confidentiality of meetings

The disclosing Strategic Partner and/or Delivery Partner and/or any other member of the governing bodies of the Association may propose before a meeting with the framework of the Association that all Strategic Partners and/or Delivery Partners attending the meeting may decide as first agenda item that this meeting shall be regarded as confidential. In this case, the minutes will be marked as confidential ("Confidential Minutes") and shall be written enumerating and confirming all Confidential Information exchanged or created during the meeting.

Each disclosing Strategic Partner and/or Delivery Partner and/or any other member of the governing bodies of the Association has the right to request that its Confidential Information is not included in the Confidential Minutes or included in an encrypted or limited way suitable to protect confidentiality.

These Confidential Minutes will only be sent to the member Representatives present at the respective meeting. Within 30 days of receipt of these Confidential Minutes, the Strategic Partner and/or Delivery Partner and/or any other member of the governing bodies of the Association present at the respective meeting shall have the chance to add and inform the other present members in written form about such information it wants to be regarded as Confidential Information and/or about any other desired changes/amendments. Additionally, in this specific case all members will receive only after the period mentioned in the sentence before a second version of the Minutes with all the issues discussed at the meeting and not containing any Confidential Information.

The above restrictions will not apply to any Confidential Information which

a. is proven on the basis of written documents, rightfully known or to be in the rightful possession of the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association at the date of its disclosure by the disclosing Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association;

b. is in the public domain or generally distributed or made available to others, through no fault of the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association;

c. lawfully becomes known or available to the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association from third parties that are not in violation or breach of any contractual or legal obligation of confidentiality with regard to such information;

d. is required to be disclosed by the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association to comply with applicable laws or regulations or with a court or administrative order, provided that if the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association becomes aware that it will be required, or is likely to be required, to disclose Confidential Information, it shall promptly notify, to the extent it is lawfully able to do so, the disclosing Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association and comply with the disclosing Strategic Partner and/or Delivery Partner's and/or Community Member and/or any other member of the governing bodies) of the Association reasonable instructions to protect the confidentiality of the Confidential Information;

e. at any time is independently developed by the receiving Strategic Partner and/or Delivery Partner and/or Community Member and/or any other member of the governing bodies of the Association who has not had access to and/or been informed of the information in question; or

f. is no longer confidential according to the disclosing Strategic Partner and/or Delivery Partner and/or Project Contributors.

These confidentiality obligations remain for a period of five years from the date of disclosure.

4. Competition Law

Within the Association information about the following topics may generally be exchanged without infringing competition laws, including:

a. Information about Strategic Partners and/or Delivery Partners and/or Community Member general market trends, or information in respect of the whole range of products, or of other aggregate business units, where it is presumed that no conclusions can be drawn to a particular product's market position.

b. General cyclical economic data.

c. Generating a survey of the relevant industrial sector.

d. Freely accessible data (e.g. from the internet or from business reports published by Partner companies).

Within the Association, Strategic Partners and/or Delivery Partners and/or Community Member and/or other member of the governing bodies of the Association shall not exchange any competitively/commercially sensitive information. Information is deemed to be competitively/commercially sensitive when, should it become known to competitors, it would grant the latter a competitive advantage on the market and/or violate competition laws.

Competitively/commercially sensitive information excludes:

a. information that has already been made public;

b. legally accessible data (e.g. labour cost in a specific geographical area, order of magnitude price of a security component in a given sector, etc.);

c. information which has already been shared by Partners within the frame of competition law infringement-free agreed schemes.

The following information could be considered as being competitively/commercially sensitive and must be avoided in discussions and documents:

a. A Strategic Partner and/or Delivery Partner's and/or Community Member market strategy , (e.g., attitude towards content/duration of agreements, strategic goals, market expertise, etc.).

b. Trade secrets and other proprietary information.

c. Costs.

d. Prices (including price elements, discounts, rebates and reductions) and pricing policies.

e. Marketing plans.

f. Customer lists and, more generally, customer related information.

g. Capacity (including utilisation rates).

h. Detailed information about profits, profit margin, market shares, and intended investments, as far as this information is not publicly available.

The above-mentioned information is not deemed to be competitively sensitive in the following cases:

a. The information is in the public domain (i.e. general knowledge of the public, or, at least, of the specific business stakeholders).

b. The information is anonymous (i.e. aggregated, so that it is impossible to allocate the information to specific market players).

E. PERSONAL DATA

The Association and the Strategic Partners and Delivery Partners and/or Community Member, and/or any other member of the governing bodies of the Association acknowledge that Confidential Information and/or any and all data and/or information that is provided, disclosed or otherwise collected by and made available between the Strategic Partner and/or Delivery Partners and/or Community Member and/or any other member of the governing bodies of the Association and towards the Association during the implementation of the Business Plan ("Shared Information"), may include personal data as defined in the EU General Data Protection Regulation 2016/679 (hereinafter referred to as "GDPR)" (hereinafter referred to as "Personal Data").

Accordingly, the Association and the Strategic Partners and Delivery Partners and/or Community Member any other member of the governing bodies of the Association shall take all necessary steps to ensure that all Personal Data is processed in accordance with the GDPR and any other applicable data protection law and in accordance with the purpose or purposes for which it was collected.

The Association and the Strategic Partners and Delivery Partners and/or Community Member and any other member of the governing bodies of the Association shall take all reasonable steps to anonymize Personal Data prior to making any disclosures of such data to the other Strategic Partners and Delivery Partners and/or Community Member and/or any other member of the governing bodies of the Association and third parties, unless there is a legal basis to disclose Personal Data in an identifiable form and a disclosure in identifiable form is necessary for the purpose of the implementation of the Business Plan.

EIT FOOD

DELEGATION AUTHORITY POLICY

Version adopted by the Supervisory Board on

8 October 2025

A. General Principles of Delegation

Pursuant to the powers vested in the Supervisory Board (the "Board") of EIT FOOD (the "Association") by the Statutes and By-Laws of the Association, and in an effort to efficiently manage the day-to-day operations and decision-making processes, the Supervisory Board hereby enacts the following delegation of powers:

1. Delegation of Powers

The Management Board has the power to enter into transactions/commitments, pertaining to the day- to-day management of the Association and all activities that are or must be performed within the scope of implementing the Association's approved budget, hereinafter referred to as "Budgeted Commitments", subject to the following:

- if the value is below 15,000 EUR: signature by the member of the Management Board with budget authority for the spending acting alone;
- if the value is between 15,000 EUR and below 75,000 EUR: signature by the member of the Management Board with budget authority for the spending together with another Member of the Management Board;
- if the value is between 75,000 EUR and below 250,000 EUR: signature by the member of the Management Board with budget authority for the spending, together with the CEO and another Member of the Management Board;
- if the value is between 250,000 and 500.000 EUR: signature by the member of the Management Board with budget authority for the spending together, together with the CEO and two (2) other Members of the Management Board;
- if the value is above 500.000 EUR: signature by the CEO, one Member of the Management Board and the Chairman of the Supervisory Board, acting jointly, or if the Chairperson is not available by another member of the Supervisory Board.

2. Delegation of Powers for EIT FOOD Group Companies

Two (2) members of the Supervisory Board may grant a power of attorney to the CEO to represent the Association in matters relating to companies of the EIT Food Group.

The CEO may, within the limits of such mandate, sub-delegate this power to one or two members of the Management Board, provided that each sub-delegation is defined as to scope and duration.

The Supervisory Board can adopt a written power of attorney in favour of the CEO, defining the scope, duration and conditions of representation of the Association as shareholder in companies of the EIT Food Group.

Such power of attorney may cover, inter alia:

- representation at shareholder meetings,
- signature of shareholder resolutions,
- approval and amendment of shareholder agreements,
- appointment and dismissal of managing directors.

The CEO may sub-delegate these powers to one or more members of the Management Board. Each sub-delegation shall be specific as to scope and limited in duration.

The CEO shall report to the Supervisory Board at least once per year on the exercise of these delegated powers.

3. Scope and Limits of Delegation

All delegations of authority must be made in writing, specifying the scope, ial thresholds, and any conditions or exclusions.

Delegated authority is limited to the scope and financial thresholds set out in this document or as otherwise expressly provided in the By-Laws.

Any action outside the specified scope or exceeding the delegated threshold in the By-Laws requires prior Supervisory Board approval.

The Management Board shall have the authority to update the Delegation of Authority Policy autonomously, without requiring prior approval from the Supervisory Board. However, any proposed amendment that alters the fundamental principle of the financial threshold set forth in the By-Laws shall require express approval from the Supervisory Board.

4. Statutory and Regulatory Compliance

All delegations of authority must comply with applicable statutory and regulatory requirements. In case of conflict, statutory provisions shall prevail.

This document is enacted by the Board of the Association on 8 October 2025 and shall take effect immediately.

Signed: 

CEO Richard Zaltzman

EIT Food - By-Laws

Final Audit Report 2025-12-12

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