

## SUBLICENSE AND CERTIFICATION AGREEMENT

between

Certification Body/Verification Body

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(Company legal name and type, e.g., Inc., LLC, etc.; include D/B/A name if applicable)

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(Company legal physical address)

**(“CB/VB”)**

represented by

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Name of authorized representative

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Title of authorized representative

and

Contracting Party

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(Company legal name and type, e.g., Inc., LLC, etc.; include D/B/A name if applicable)

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(Company legal physical address)

**(“CP”)**

represented by

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Name (use block capitals)

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Title

**(together with CB/VB, “Parties”)**

## RECITALS

WHEREAS, Agraya GmbH (“**Licensor**”) has worked with worldwide retailers, food service providers, food manufacturers, agricultural producers, and other interested parties to develop a comprehensive system of good agricultural practices (“G.A.P.”) rules (“**GLOBALG.A.P. System**”), which is owned and managed by the Licensor. The GLOBALG.A.P. System is designed to support improved consumer and environmental protection, sustainable production, and social and animal welfare. It is based on a set of rules and standards (“**GLOBALG.A.P. System Rules**”) established, updated, amended, or replaced from time to time and available in their most recent version on the GLOBALG.A.P. website (<http://www.globalgap.org>), including, but not limited to, GLOBALG.A.P. and Primary Farm Assurance (“**PFA**”) standards, general regulations, general rules, benchmarking regulations, the “GLOBALG.A.P. Fee Table” documents, principles and criteria, checklists, Benchmarked Checklists, GLOBALG.A.P. trademarks use: Policy and guidelines, and where applicable, approved national interpretation guidelines and supporting documents.

WHEREAS, the GLOBALG.A.P. System comprises a set of agreements, including the License and Certification Agreement between the Licensor and the CB/VB, which constitutes the contractual foundation for their activities within the GLOBALG.A.P. System.

WHEREAS, third-party producers, producer groups, producer organizations, sales organizations, packers, resellers, traders, and manufacturers (with registered production and administration sites) that produce or market agricultural products enter into a Sublicense and Certification Agreement with the CB/VB. Pursuant to this agreement, the CB/VB performs verification, inspection, auditing, certification, and/or approval services in compliance with the GLOBALG.A.P. System Rules.

WHEREAS, GLOBALG.A.P. North America (“**GGNA**”), as a subsidiary of the Licensor, is authorized to enter into this License and Certification Agreement with CB/VB in its own name and on its own account in the United States (USA) and Canada.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to the following terms and conditions:

## 1. RETROACTIVE EFFECT AND CONTINUITY

The Parties confirm that this Agreement shall be deemed concluded and effective as of the commencement of the collaboration, as evidenced by the first action or service performed under the Agreement, and shall continue without interruption.

## 2. SUBJECT OF THIS AGREEMENT

This Agreement establishes the rights and obligations of CP and of the CB/VB as the independent entity for verification, inspection, auditing, certification and/or approval of CP for the Licensed Scope (see **Annex 2**) within the framework of the GLOBALG.A.P. System.

## 3. DEFINITIONS

In the definitions below the references to the singular include the plural and vice versa.

- 3.1 “**AB**” means Accreditation Body, an entity that accredits CBs according to the ISO/IEC 17065 standard.
- 3.2 “**Agreement**” refers to this Sublicense and Certification Agreement.
- 3.3 “**Applicable Laws**” refers to (i) any law, statute, regulation, bylaw, ordinance, or subordinate legislation; (ii) any binding court decision; (iii) any industry code, policy or standard; and (iv) any direction, policy, requirement, rule, guidance or interpretation letter issued by, and orders or requests of, a governmental institution; in each case as updated, amended or replaced from time to time.
- 3.4 “**Benchmarked Certification System**” (formerly referred to as Approved Modified Checklist – AMC) refers to an external standard that has been reviewed and approved by the Licensor as equivalent to the GLOBALG.A.P. System. It represents a recognized certification framework that has been confirmed to comply with the GLOBALG.A.P. requirements, allowing licensed CB/VB to conduct audits and issue certificates under the benchmarking agreement.
- 3.5 “**Benchmarked Checklist**” refers to a standard with locally adapted G.A.P. requirements that are recognized by the Licensor as equivalent to the GLOBALG.A.P. principles and criteria. Compliance with a Benchmarking Checklist may be certified based on and in accordance with the other provisions of the GLOBALG.A.P. System Rules and this Agreement.
- 3.6 “**Benchmarked Checklist Marks**” refers to the marks of the Benchmarking Checklist owner that can be used by CB and/or CP according to the GLOBALG.A.P. System Rules.
- 3.7 “**CB**” means Certification Body, an entity that has been accredited by an AB for activities within the Licensed Scope and that has signed this Agreement to enter into Sublicense and Certification Agreements with Contracting Parties in order to provide them with Licensed Services.

- 3.8 “*Chain of Custody*” refers to the GLOBALG.A.P. Chain of Custody standard. The Chain of Custody standard covers the whole supply chain from the producer to the retailer and is designed to support both traceability within the supply chain and the segregation of products resulting from GLOBALG.A.P. certified and noncertified production processes.
- 3.9 “*CP*” means Contracting Party, i.e. producers, producer groups, producer organizations, sales organizations, packers, resellers, traders, and manufacturers (with registered production and administration sites located in the Territory) that produce or commercialize agricultural products and that have entered into a Sublicense and Certification Agreement with CB/VB.
- 3.10 “*Data Protection Regulations*” refers to all applicable data protection laws and regulations, including, but not limited to, the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), and any further applicable local laws and regulations, as well as any subordinate legislation made thereunder and any primary and secondary legislation re-enacting, consolidating, or modifying the same.
- 3.11 “*Fee Table*” refers to the fee tables which are part of the GLOBALG.A.P. System Rules and which are published on the GLOBALG.A.P. website as **Annex 1** in the version that is valid at the time of conclusion of this Agreement, as they may be updated from time to time.
- 3.12 “*GGNA*” refers to GLOBALG.A.P. North America, Inc., a subsidiary of the Licensor, incorporated in the United States (North America).
- 3.13 “*GGN Label*” means GLOBALG.A.P. Number Label, which allows online verification of the origin and certification status of producers with products marked with the GGN Label. It refers to the consumer-facing label owned and managed by the Licensor, designed for business-to-consumer communication. For the avoidance of doubt, the GGN label is not the subject of this Agreement and therefore does not fall under the definition of “GLOBALG.A.P. Trademarks”. Licensing of rights to the GGN label requires the conclusion of a separate license agreement.
- 3.14 “*GLOBALG.A.P.*” refers the GLOBALG.A.P. System, owned and managed by Agraya GmbH, Spichernstr. 55, 50672 Köln (Cologne), Germany.
- 3.15 “*GLOBALG.A.P. Claims*” refers to claims that can be used by CB/VB and/or CP according to the GLOBALG.A.P. System Rules (including but not limited to “GLOBALG.A.P. trademarks use: policy and guidelines”) in order to claim that a process by which a product is produced is certified to the GLOBALG.A.P. System or complies with one of the GLOBALG.A.P. System Rules.
- 3.16 “*GLOBALG.A.P. Identification Numbers*” refers to unique numbers provided by the Licensor and made up of a prefix (typically indicating the relevant certification standard) and a 13-digit number. Types of GLOBALG.A.P. Identification Numbers include, but are not limited to, the GLOBALG.A.P. Number (GGN), the Chain of Custody Number (CoC Number), and the unique PFA Number.
- 3.17 “*GLOBALG.A.P. IT platform*” refers to the GLOBALG.A.P. IT platform consisting of two systems – CertifierOS and Supply Chain Portal – that contain both producer and product information. The information in the IT platform includes data uploaded by CB/VB (under this Agreement), CPs, PGMs, Market Participants and other retailers, suppliers, or other supply-chain participants.

- 3.18 “*GLOBALG.A.P. System*” as defined in the first paragraph of the Recitals under GLOBALG.A.P. System.
- 3.19 “*GLOBALG.A.P. System Rules*” as defined in the first paragraph of the Recitals under GLOBALG.A.P. System Rules. An extract of the GLOBALG.A.P. System Rules valid at the time of conclusion of this Agreement is published on the GLOBALG.A.P. website as **Annex 1**.
- 3.20 “*GLOBALG.A.P. Trademarks*” refers to the trademark “GLOBALG.A.P.”, GLOBALG.A.P. seals, and all other marks of GLOBALG.A.P. that may be used by CB/VB, CP, and/or related PGMs according to the GLOBALG.A.P. System Rules in order to claim that a process is certified under the GLOBALG.A.P. System or complies with the GLOBALG.A.P. System Rules.
- 3.21 “*Integrity Assessments*” refers to surveillance visits and assessments conducted or commissioned by the Licensor within the framework of its GLOBALG.A.P. integrity program.
- 3.22 “*Integrity Program*” refers to the GLOBALG.A.P. Integrity Program (formerly referred to as the GLOBALG.A.P. Integrity Program), which is a quality management system designed to support the consistent delivery and execution of the standards that are part of the GLOBALG.A.P. System Rules worldwide, as well as a feedback mechanism to continuously improve all aspects of the GLOBALG.A.P. System. Further information is contained in the relevant parts of the GLOBALG.A.P. System Rules.
- 3.23 “*Integrity Surveillance Committee*” refers to a committee established by the Licensor that advises and makes recommendations on sanctions as outlined in the GLOBALG.A.P. System Rules, following a case-by-case approach.
- 3.24 “*LCA*” means License and Certification Agreement, an agreement concluded between CB/VB and GGNA, acting in its own name and on its own account, granting CB/VB the right to provide Licensed Services within the Territory during the term of the respective LCA.
- 3.25 “*Licensed Scope*” means the scope of the Licensed Services approved by GGNA in accordance with the GLOBALG.A.P. System Rules and registered in CB/VB's GLOBALG.A.P. user account on the GLOBALG.A.P. website. Registration of a Licensed Scope requires CB/VB's prior application for the respective scope. Neither GGNA nor the Licensor is obliged to approve specific scopes applied for.
- 3.26 “*Licensed Services*” refers to all services to be performed by CB/VB under the applicable GLOBALG.A.P. System Rules with respect to the Licensed Scope, such as registration, verification, inspection, auditing, certification, and/or approval procedures.
- 3.27 “*Market Participant*” refers to a company or individual trading products from processes certified to the GLOBALG.A.P. System Rules, e.g., a retailer, supplier, or other supply-chain participant.
- 3.28 “*Personal Data*” refers to any information processed under or in connection with this Agreement that relates to a natural person.
- 3.29 “*PGM*” means Producer Group Member, a producer with registered and/or certified production and administration sites located in the Territory who is affiliated with a CP but has not entered into a Sublicense and Certification Agreement with CB/VB.

3.30 “*PFA*” means the Primary Farm Assurance program, issued and administered by the Licensor for the assessment and continuous improvement of good agricultural practices. PFA serves as an entry-level program to the Licensor’s Integrated Farm Assurance (“IFA”) Standard, comprises three tiers (Entry, Intermediate, Advanced), and is based on a reduced set of requirements compared to the IFA Standard in order to facilitate access, in particular for smallholders. References to PFA include the then-current PFA Rulebook (including, without limitation, the PFA standard, program rules, guidance documents, and assessment and recognition procedures) as issued and updated from time to time by the Licensor and made available at <https://www.globalgap.org/what-we-offer/solutions/primary-farm-assurance/> or any successor website designated by the Licensor.

3.31 “*SLCA*” means Sublicense and Certification Agreement, an agreement entered into between CB/VB as sublicensor and CP as sublicensee. The version valid at the time of conclusion of this Agreement is published on the Extranet as **Annex 2**. The SLCA obliges CP to cooperate with GGNA and the Licensor (e.g., with regard to assessments carried out by GGNA under the GLOBALG.A.P. Integrity Program for the purpose of verifying CB/VB’s activities and to support consistent communication and implementation of its rules and standards).

Neither GGNA nor the Licensor becomes a party to any SLCA; each SLCA is concluded exclusively between CP and CB/VB. GGNA and the Licensor do not assume any responsibility for CP’s compliance with GLOBALG.A.P.’s rules and standards. It remains the sole responsibility of CB/VB to ensure that CP fully and continuously complies with its obligations under the GLOBALG.A.P. System.

3.32 “*Territory*” refers to the United States (USA) and Canada, unless otherwise provided in the GLOBALG.A.P. general regulations for specific cases. A CB/VB willing to provide Licensed Services in other parts of the world may enter into a contractual agreement with the Licensor.

3.33 “*VB*” means Verification Body, an entity that is entitled to determine compliance with PFA. Standards, which form part of the GLOBALG.A.P. System Rules in accordance with the GLOBALG.A.P. System Rules. A VB that has entered into a LCA with the Licensor is authorized to conclude SLCAs with CPs and to provide them with Licensed Services. CBs may act as a VB for certain PFA standards, and/or add-ons.

#### **4. GRANT OF SUBLICENSE BY CB/VB TO CP**

4.1 Subject to the CB’s/VB’s and CP’s continuous compliance with the provisions of this Agreement and the GLOBALG.A.P. System Rules, CB/VB hereby grants a limited, nonexclusive, nontransferable, and non-sublicensable right to CP to distribute and market CP’s products using the Trademarks and, if applicable, using the Benchmarked Checklist Marks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims (incl. associated boilerplate texts provided by the Licensor) in accordance with the further requirements set forth in Clause 4.2 of this Agreement. This license applies only to products that have been successfully certified/approved, duly registered with CB/VB, and produced, handled, or traded in production sites and locations in the Territory registered with CB/VB, and for which all applicable fee obligations under this Agreement have been duly fulfilled to the CB and the Licensor.



- 4.2 The right of CP to use the GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims (incl. associated boilerplate texts provided by the Licensor) shall be strictly subject to the Licensed Scope and other limitations set forth in this Agreement and the GLOBALG.A.P. System Rules (including, but not limited to, “GLOBALG.A.P. trademarks use: Policy and guidelines”). The Parties particularly agree that GLOBALG.A.P. Trademarks and GLOBALG.A.P. Claims (i) shall never appear on products, consumer packaging or labeling of the products, or at the point of sale where they are directly associated with products; (ii) may be used only in the manner provided by CB/VB and not altered, modified, or distorted in any way; (iii) may solely be used for traceability/segregation/identification purposes on-site at CP’s or related PGMs’ production and/or administration site; (iv) may not be used in any manner that could be construed as distasteful, offensive or controversial, that discredits or tarnishes the reputation or goodwill of the Licensor or GGNA, or that is false or misleading or violates the rights of others or any Applicable Law or public policy; and (v) may not be used as part of CP’s or related PGMs’ company name or in any other way that identifies the Licensor or GGNA as part of CP’s or related PGMs’ business, or that otherwise mischaracterizes the relationship between the Licensor or GGNA and CP or related PGMs. (The provisions under (ii) to (v) also apply to GLOBALG.A.P. Identification Numbers.) Towards consumers and any other third parties, CP shall ensure and cause any related PGM to ensure that the Licensor is not the producer of the products.
- 4.3 The provisions of Clause 4.2 shall also apply to Benchmarked Checklist Marks, provided that the granting of the relevant rights is subject to the Benchmarked Checklist owner’s prior written consent to the issuance of a Benchmarked Checklist certification pursuant to Clause 6.2 of this Agreement. In addition, the granting of any rights under this Agreement with respect to Benchmarked Checklists, PFA standards, and/or add-ons is subject to the continued existence of the respective Benchmarked Checklist, PFA standard, and/or add-on, the underlying agreement between the owner of the Benchmarked Checklist, PFA standard, and/or add-on and the Licensor or GGNA, and approval of CB/VB and/or CP by such owner. If such Benchmarked Checklist, PFA standard, and/or add-on or the underlying agreement between the owner and the Licensor or GGNA is terminated or the owner does not grant or withdraws its CB/VB and/or CP approval, the Licensed Scope shall be reduced accordingly.
- 4.4 Upon CB/VB’s, GGNA’s or the Licensor’s request, CP shall provide CB/VB, GGNA, or the Licensor with representative samples of materials and media produced, distributed, or otherwise used by CP and related PGMs in which GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, or GLOBALG.A.P. Claims (or associated boilerplate texts provided by the Licensor) are used.
- 4.5 The rights granted to CP under this Agreement do not include any rights the exercise of which would violate Applicable Laws. For the avoidance of doubt, CB/VB’s request and/or verification of any sample material in accordance with Clause 4.4 of this Agreement or otherwise is not to be construed to mean that CB/VB has determined that the material conforms with Applicable Laws.

- 4.6 CP shall promptly cease and desist from any and all use of any rights granted under this Agreement (including the rights to use GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims) in the event that CP or any related PGM fails to comply in full with this Agreement or the GLOBALG.A.P. System Rules, or upon termination of this Agreement for any reason.
- 4.7 It is agreed between the Parties for the benefit of GGNA and the Licensor that GGNA or the Licensor may enforce the provisions set forth in this Section 4 directly against CP.
- 4.8 GGNA may contact CP and/or related PGMs directly, solely for the purpose of safeguarding the integrity of the GLOBALG.A.P. System, in cases where CB/VB fails to fulfil its obligations under the License and Certification Agreement and/or the GLOBALG.A.P. System Rules. Such contact shall be limited to obtaining factual information and/or verifying corrective actions and shall not create any contractual relationship between the Licensor and CP or any related PGM.

## **5. OWNERSHIP AND DEFENSE OF THE GLOBALG.A.P. TRADEMARKS; THIRD-PARTY CLAIMS**

- 5.1 The GLOBALG.A.P. Trademarks are the sole property of the Licensor and nonexclusively licensed to CB/VB. During the term of this Agreement and thereafter, CP shall not challenge the title of the Licensor to the GLOBALG.A.P. Trademarks, nor question or disrupt the validity of the GLOBALG.A.P. Trademarks or this Agreement, nor aid others in doing so.
- 5.2 The Parties agree that all use of GLOBALG.A.P. Trademarks by CP inures to the benefit of the Licensor. CP shall provide documents and information reasonably necessary with respect to activities required to maintain the rights of the Licensor in the GLOBALG.A.P. Trademarks, and to confirm the Licensor's ownership of those rights. CP shall cooperate with the Licensor and GGNA in obtaining and maintaining GLOBALG.A.P. Trademark applications and registrations as may be required, for example by providing usage information.
- 5.3 CP shall inform GGNA of any third-party claims based on CP's use of GLOBALG.A.P. Trademarks. Upon request, GGNA and the Licensor shall use commercially reasonable efforts to assist CP in its defense against such claims.

## **6. PROVISION OF LICENSED SERVICES AND USE OF DATA**

- 6.1 CB/VB shall perform the Licensed Services within the Licensed Scope in compliance with the relevant GLOBALG.A.P. System Rules and the provisions set forth in this Agreement. CP acknowledges that (i) GGNA and (ii) any agents or representatives commissioned by GGNA may participate in the performance of Licensed Services by CB/VB under this Agreement.
- 6.2 After a positive evaluation decision (and in the case of Benchmarked Checklist certification: a separate written confirmation from the respective Benchmarked Checklist owner), CB/VB shall issue a certification or verification/approval document to CP and related PGMs (if applicable) in accordance with the GLOBALG.A.P. System Rules and at the same time register the certification or verification/approval in the GLOBALG.A.P. IT platform. To verify CP's and related PGMs' continuous compliance with the GLOBALG.A.P. System Rules, CB/VB is entitled to perform announced and unannounced on-site audits according to the relevant GLOBALG.A.P.



System Rules. CP acknowledges that GGNA and the Licensor are entitled to directly instruct CB/VB to carry out announced or unannounced on-site audits at CP and related PGMs.

- 6.3 CB/VB shall furthermore enter into the GLOBALG.A.P. IT platform all relevant producer and product registration and status data, the completed evaluation checklists, and any further results and other information requested by GGNA or the Licensor in accordance with the GLOBALG.A.P. System Rules. If CB/VB detects that any information entered into the GLOBALG.A.P. IT platform is incorrect or incomplete, CB/VB shall take all appropriate actions to correct and complete such information. Unless otherwise agreed in writing between the Parties, CB/VB shall use the information obtained in the course of the provision of the Licensed Services only for the purposes provided for in this Agreement.
- 6.4 CP acknowledges that GGNA and the Licensor are entitled to make the data uploaded by CB/VB in the GLOBALG.A.P. IT platform available to third parties in accordance with the provisions of the GLOBALG.A.P. System Rules (including, but not limited to, the GLOBALG.A.P. data access rules). In addition, CP acknowledges that GGNA and the Licensor are entitled to store and use the data for an unlimited period of time for the following purposes: (i) validation of certified production processes (and the resulting products); (ii) validation of certification processes; (iii) handling of complaints; (iv) integrity surveillance; and (v) in anonymized and, if necessary, aggregated form for any other business purposes of GGNA or the Licensor, including, but not limited to, the further development and improvement of the GLOBALG.A.P. System, the services of GGNA or the Licensor, as well as the development and marketing of new products (e.g., benchmarking tools, impact assessments, monitoring, reports, and evaluation services). The rights granted to GGNA and the Licensor in relation to the data are nonexclusive and include all rights necessary for GGNA and the Licensor to provide and use the data in accordance with the purposes stated above. This may include, without limitation, the rights to store (itself or through third parties), make publicly available, reproduce, and/or distribute the data. For the avoidance of doubt, the mandatory provisions of the Data Protection Regulations supersede any conflicting provisions contained in this Clause 6.4.
- 6.5 CB/VB shall provide the Licensed Services with due skill and care and maintain ongoing internal monitoring of its provision of Licensed Services and compliance with the GLOBALG.A.P. System Rules and Applicable Laws. CB/VB shall have the sole responsibility to procure and maintain all resources (including personnel, facilities, and governmental licenses and permits), and perform all activities required to provide the Licensed Services in accordance with this Agreement.
- 6.6 CB/VB shall be responsible for establishing and communicating to CP the fee structure for the performance of the Licensed Services. In this context, CB/VB shall transparently disclose to CP the amount of fees payable by CB/VB to GGNA pursuant to the Fee Table (**Annex 1**).

## **7. CP OBLIGATIONS**

- 7.1 CP shall comply with and ensure that each related PGM complies with the provisions of this Agreement and the GLOBALG.A.P. System Rules at all times. This includes, but is not limited to, the payment of fees for the provision of the Licensed Services.
- 7.2 CP shall provide CB/VB with registration information of CP itself and of each related PGM, in compliance with the relevant GLOBALG.A.P. System Rules.
- 7.3 CP shall inform CB/VB of any existing or expired GLOBALG.A.P. Identification Number(s) and any previous verification, inspection, auditing, certification, and/or approval procedures in its organization or related PGMs, including results. Failure to do this shall result in a surcharge.
- 7.4 CP shall immediately inform CB/VB of all changes in its or any related PGM's business which might have an effect on this Agreement, including, but not limited to, changes in CP's or related PGM's legal or trade (D/B/A) name, address, contact information, production area, location, or registered products; the existence, grant, or expiration of registration numbers from other CBs/VBs in the framework of the GLOBALG.A.P. System; legal successions, acquisition, or disposal of related corporate entities or their assets; as well as personnel changes in the department that is responsible for compliance with the GLOBALG.A.P. System.
- 7.5 CP is responsible for reviewing and understanding all applicable GLOBALG.A.P. System Rules, including but not limited to the GLOBALG.A.P. trademarks use: policy and guidelines and the GLOBALG.A.P. General Regulations. CP acknowledges and agrees that the GLOBALG.A.P. System Rules govern procedures, decisions, rights and obligations regarding certification, suspension, and termination.

## **8. INTEGRITY PROGRAM**

- 8.1 CP authorizes CB/VB, GGNA and the Licensor to conduct Integrity Assessments in CP's and related PGM's premises and grants CB/VB, GGNA and the Licensor unrestricted access to conduct Integrity Assessments in CPs' and related PGMs' sites in accordance with the relevant GLOBALG.A.P. System Rules. If subcontractors are involved in the production of registered products, CP shall ensure that CB/VB, GGNA and the Licensor are entitled to conduct Integrity Assessments on the subcontractors' site for those activities related to the GLOBALG.A.P. System.
- 8.2 CP shall actively cooperate with CB/VB, GGNA and the Licensor before, during and after Integrity Assessments and regarding any other Integrity Program activities such as complaint investigations. CP shall in particular (i) grant CB/VB, GGNA and the Licensor access to, and provide CB/VB, GGNA and the Licensor with, any documents and other information relevant to complete Integrity Assessments within the timeframe required by CB/VB, GGNA or the Licensor; (ii) cooperate with CB/VB, GGNA and the Licensor in the management and processing of complaints (related to CP, a related PGM, or CB/VB; in particular, CP shall not refuse, hinder, or avoid any CB/VB investigations for residue, contamination, traceability, fraud, or other issues, otherwise CP may be suspended); (iii) provide CB/VB, GGNA and the Licensor with, or enable CB/VB, GGNA and the Licensor or third parties instructed by CB/VB, GGNA or the Licensor to directly take, samples of CP's and related PGM's products, water or soil for laboratory analysis (e.g., in the event of complaints relating to residues, contaminations,

traceability violations or fraud). CP acknowledges that GGNA or the Licensor may send reports/summaries of Integrity Assessments and/or other Integrity Program activities to the relevant Benchmarked Checklist owners, ABs, and complainants.

- 8.3 Each Party will bear its own costs in relation to Integrity Assessment visits and other Integrity Program activities that do not reveal either (a) non-conformance with the GLOBALG.A.P. System Rules or (b) incidents that result in additional efforts (such as follow-up measures or additional visits). However, if non-conformance is revealed, GGNA, the Licensor and CB/VB are entitled to charge CP all, or part, of the (internal and external) Integrity Assessment costs in accordance with the decision of the Integrity Surveillance Committee. If incidents are revealed that result in additional efforts by CB/VB, GGNA or the Licensor, then CB/VB, GGNA or the Licensor is entitled to charge CP for the additional efforts in accordance with the GLOBALG.A.P. System Rules. If the additional visits total more than three (3) days, CP's obligation to bear the costs for the visits shall be subject to a decision of the Integrity Surveillance Committee. CP shall pay any such costs promptly upon receipt of an invoice from CB/VB, GGNA or the Licensor.
- 8.4 If information transmitted to the GGNA or the Licensor bears potential impact on the registration/certification status of CP (e.g., exceeded residue limit, microbial contamination), it is the responsibility of CP to refute the claim by verifying and providing evidence of compliance with the GLOBALG.A.P. System.
- 8.5 To maintain the integrity of the GLOBALG.A.P. System, CP shall immediately report to CB/VB and GGNA or the Licensor any event that might have a negative impact on the registration/certification status of CP, or the GLOBALG.A.P. System as a whole, including, but not limited to, food safety outbreaks, recalls, or official investigations against itself or related PGMs.

## 9. SANCTIONS AND CERTIFICATION SUSPENSION

- 9.1 If CP or a related PGM fail to comply with applicable GLOBALG.A.P. System Rules, CB/VB may furthermore impose sanctions (e.g., warnings, cancellation/termination of this Agreement, and/or product suspensions in accordance with Clause 9.3 below) on CP and/or related PGMs in accordance with the GLOBALG.A.P. System Rules.
- 9.2 Any objective evidence that indicates that CP or a related PGM has been misusing the GLOBALG.A.P. Trademarks, Identification Numbers, and/or Claims shall lead to the exclusion of CP and/or related PGM from the GLOBALG.A.P. System for twelve (12) months. The same shall apply to applicant CPs and related PGMs.
- 9.3 Without limitation of any other provision of this Agreement or of the System Rules, CB/VB may suspend certificates partially or completely to the extent that there are reasonable grounds suggesting that (i) CP or any related PGM has violated the GLOBALG.A.P. System Rules in relation to the processes certified thereunder; or (ii) a product derived from a GLOBALG.A.P. certified production process is associated with a food adulteration event, pesticide contamination, tolerance Maximum Residue Level ("MRL") exceedance, or any other food safety issue. Suspensions may coincide with or be triggered by government investigations, government public press releases, or reports from the public, consumers, CBs, and/or

governmental agencies. Upon becoming aware of the possible reasons for a suspension, CB/VB may immediately suspend certificates for a reasonable period of time pending CB/VB's investigation as to whether reasonable grounds exist for further suspension. The suspension may be upheld until (i) a valid documentation (e.g., tests by accredited laboratories, including chemical and microbial analyses, re-audit reports, records of tested lots free of a contamination) or other appropriate evidence is provided by CP to CB/VB proving that the problem that led to the suspension has been corrected; or (ii) additional CB/VB auditor visits provide evidence that appropriate mitigation measures and corrective actions have been taken. Upon presentation of evidence of corrective actions by CP, CB/VB has twenty-eight (28) days to assess the evidence and communicate its decision in writing to CP. CB/VB may (i) reject the evidence of corrective actions after completion of the review process and withdraw the certificate or maintain the existing suspension; or (ii) accept the evidence and lift the suspension. Information requests and complaints regarding active suspensions should be directed to CB/VB.

- 9.4 CP shall cooperate with CB/VB, GGNA and the Licensor by documenting rectification efforts and providing evidence for corrective actions taken. Upon CB/VB's request, CP shall in particular provide information regarding the facts that led to the sanction or suspension (including, but not limited to, communication from and with governmental institutions), allow CB/VB to conduct audits and other investigations and provide further cooperation services (Clauses 8.1 and 8.2 shall apply accordingly).
- 9.5 CP shall itself, and shall make sure that related PGMs, comply with any decisions on the suspension of certificates and any sanctions imposed on them in accordance with the GLOBALG.A.P. System Rules; cooperate with CB/VB, GGNA and the Licensor; and rectify the non-conformance in accordance with the terms of Clause 8.
- 9.6 CP acknowledges that GGNA or the Licensor may notify the public of instances where certificates have been suspended or canceled, including the CP's (and/or related PGMs') name(s) and address(es), the affected product(s), and the relevant GLOBALG.A.P. Identification Number(s).
- 9.7 CP acknowledges that GGNA and the Licensor are entitled to directly enforce the sanctions described in Clause 9.

## **10. LIABILITY AND INDEMNITY**

- 10.1 Except for the express representations and warranties set forth in this Agreement, neither CB/VB, GGNA, nor the Licensor makes any representations or warranties, either in fact or by operation of law, by statute or otherwise, with respect to the intellectual property, materials or services provided under this Agreement, and each specifically disclaims any other warranties, whether written or oral, express or implied, including without limitation any implied warranty of non-infringement, quality, merchantability or fitness for a particular use or purpose.
- 10.2 To the fullest extent permitted by law, in no event shall GGNA, the Licensor, or any of their respective employees, representatives or agents be liable to CB/VB or any of its affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages, or lost profits, business or goodwill, suffered or incurred by CB/VB or its affiliate in connection with this Agreement, even if advised of the possibility of such damages.

- 10.3 In no event shall the aggregate liability of CB/VB or its employees, representatives or agents arising out of or related to this Agreement, whether related to breach of contract, tort (including negligence) or otherwise, exceed the total amounts paid to CB/VB pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim or US\$150,000, whichever is less. The limitations set forth in this Clause 10.3 shall not apply to damages or liabilities arising from bodily injury or death caused by the grossly negligent acts or omissions or willful misconduct of CB/VB.
- 10.4 CP shall defend, indemnify, and hold harmless CB/VB, GGNA, the Licensor, and their respective officers, directors, employees, agents, and affiliates, from and against any and all losses, damages, liabilities, fines, sanctions, costs, and expenses (including without limitation court costs and attorney's fees), arising directly or indirectly from CP's or related PGM's violation of this Agreement or CP's or related PGM's violation of the GLOBALG.A.P. System Rules, whether sounding in contract, tort, or otherwise. In addition, CP shall provide CB/VB, GGNA and the Licensor with all necessary information and make available any necessary assistance to defend against such claims and damages.

## **11. TERM AND TERMINATION**

- 11.1 This Agreement becomes effective on the date it is signed by the Parties. It has a fixed initial term until \_\_\_\_\_ unless terminated earlier in accordance with this Section 11. The term of this Agreement will automatically be extended for one (1) year if neither Party terminates the Agreement by giving the other Party three (3) months' written notice prior to the end of the initial or any subsequent term.
- 11.2 Notwithstanding Clause 11.1 above, either Party may terminate this Agreement for cause without notice. Cause is deemed to exist if the terminating Party, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period.
- 11.3 Cause for either Party to terminate this Agreement includes, but is not limited to, an instance where (i) the other Party breaches a provision of this Agreement, and after having received written notice of the breach, fails to remedy the breach within thirty (30) days thereafter; (ii) there is no longer a Licensed Scope (e.g., due to a reduction of the Licensed Scope in accordance with Clause 4.3); or (iii) the other Party commences voluntary bankruptcy proceedings, makes a general assignment for the benefit of its creditors, files for dissolution or liquidation, involuntary bankruptcy or insolvency proceedings are brought against either Party which are not dismissed within thirty (30) days, or a receiver is appointed for the assets of the other Party.
- 11.4 Additionally, cause for CB/VB to terminate this Agreement includes, but is not limited to, an instance where (i) CP or related PGMs fails to comply with the relevant GLOBALG.A.P. System Rules; (ii) CP or related PGMs fail to obey operational requirements and deadlines, such as not responding to GGNA's, the Licensor's or CB/VB's written requests for corrective actions within a reasonable period of time in accordance with the GLOBALG.A.P. System Rules; (iii) CP or related PGMs have been found by a court of competent jurisdiction to have violated national



or international food law or any other Applicable Laws relevant for the products that are the subject of the Licensed Services or relevant for the reliability of CP in general, or infringed or diluted a GLOBALG.A.P. Trademark, and CP fails to remedy the violation, infringement, or dilution within thirty (30) days thereafter (if the matter is capable of being remedied); (iv) CP refuses compliance with any amendments to the GLOBALG.A.P. System Rules; (v) CP asserts unjustified claims against CB/VB, GGNA or the Licensor; (vi) CP spreads false information that is potentially damaging to the reputation of CB/VB, GGNA, or the Licensor; or (vii) outstanding payments to CB/VB or GGNA are not settled by CP within three (3) months after the second written warning by CB/VB or GGNA (unless the underlying invoice is disputed by CP and CP therefore legitimately withholds the payment).

- 11.5 CB/VB may furthermore terminate this Agreement without prior notice if CB/VB or GGNA terminates the License and Certification Agreement between CB/VB and GGNA. In this case, CB/VB shall provide CP with all information and undertake all measures necessary to facilitate the conclusion of a SLCA between CP and another CB/VB.
- 11.6 Upon termination of this Agreement, the rights of CP to use the GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims terminate with immediate effect.
- 11.7 A termination of the Agreement shall be in written form to be effective.

## **12. CONFIDENTIALITY**

- 12.1 Unless otherwise explicitly stated in this Agreement or the GLOBALG.A.P. System Rules, each Party shall treat as strictly confidential all information, in whatever form, that the other Party discloses or makes accessible to it, but only to the extent that a reasonable person would consider such information to be confidential, regardless of whether or not such information is marked as confidential. CB/VB shall make appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of Licensed Services at all levels of its structure, including committees and external bodies or individuals acting on behalf of CB/VB.
- 12.2 The confidentiality obligation shall not apply in the event that information is required to be disclosed by Applicable Laws. The confidentiality obligation shall not apply to information which can be proven by the receiving Party to have been (i) already known to it or in its possession upon receipt of such information from the disclosing Party; (ii) legally received by the receiving Party from a third party without violating any confidentiality obligation; (iii) already publicly known upon receipt of such information from the disclosing Party or became publicly known thereafter through no wrongful act of the receiving Party; (iv) developed independently of the information received from the disclosing Party under this Agreement.
- 12.3 CB/VB shall not disclose information about CP or a related PGM obtained in connection with the provision of the Licensed Services to any third party unless such disclosure is explicitly provided for in this Agreement, covered under the GLOBALG.A.P. System Rules, or explicitly permitted by CP in writing. If CB/VB makes information about CP or a related PGM available to a third party (e.g., an AB or a Benchmarked Checklist owner), CB/VB shall inform CP accordingly.

### 13. DATA PROTECTION

- 13.1 The parties shall comply with Data Protection Regulations at all times.
- 13.2 Without prejudice to the other provisions of this Agreement, the parties shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage, or destruction of the Personal Data processed under this Agreement.

### 14. ANNEXES AND AMENDMENTS

- 14.1 The following Annexes to this Agreement form part of the Agreement:
- Annex 1: The GLOBALG.A.P. System Rules, including, but not limited to, the GLOBALG.A.P. general regulations, the GLOBALG.A.P. data access rules, and the Fee Table (each in its most recent version as published on the GLOBALG.A.P. website).
  - Annex 2: Definition of Licensed Scope
- 14.2 CB/VB may offer to CP changes to nonessential clauses of this Agreement at any time without stating reasons. Any such amendment shall require CB/VB to notify CP of the proposed changes by email at least five (5) days before the date they become effective. If CP disagrees with the revised Agreement, CP may terminate this Agreement as provided for in Clause 11.2. If CP does not terminate this Agreement before the date the revised Agreement becomes effective, the continued performance of this Agreement will constitute acceptance of the proposed changes, provided that the offered changes do not result in a reorganization of the agreement structure as a whole. The provisions concerning the scope and the type of the Licensed Services are essential provisions which may not be altered by way of deemed acceptance. CB/VB will inform CP in the notice offering the changes about the right to object to the changes by terminating the Agreement.
- 14.3 The Parties agree that the GLOBALG.A.P. System Rules (including the extract attached to this Agreement as Annex 1) will be subject to continuous updates by the Licensor and the bodies entrusted with the further development of the GLOBALG.A.P. System Rules. Even though the GLOBALG.A.P. System Rules always apply only in their current version, CB/VB may decide (in addition to the right to amend the Agreement pursuant to Clause 14.2 above) to apply the following procedure: CB/VB may inform CP of proposed changes to the GLOBALG.A.P. System Rules by email at least fourteen (14) days before the date they become effective.
- If CP disagrees with the revised GLOBALG.A.P. System Rules, CP may terminate this Agreement as provided for in Clause 11.2. If CP does not terminate this Agreement before the date the revised GLOBALG.A.P. System Rules become effective, the continued performance of this Agreement will constitute acceptance of the proposed changes. CB/VB will inform CP in the notice offering the changes about the right to object to the changes by terminating the Agreement.

## 15. GOVERNING LAW AND ARBITRATION

- 15.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement (including noncontractual disputes or claims) shall exclusively be governed by and construed in accordance with the laws of the State of Oregon, exclusive of any statutory provision or legal precedent that would result in the application of the laws of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 15.2 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$100,000, in which case the dispute shall be heard by a panel of three (3) arbitrators. The place of arbitration shall be Portland, Oregon. The arbitration shall be governed by the laws of the State of Oregon. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. the language of the arbitration proceedings shall be English.

## 16. MISCELLANEOUS

- 16.1 This Agreement constitutes the entire agreement and understanding between the parties relating to the subjects addressed herein and supersedes all previous agreements between the parties, whether oral or written. Without limiting the foregoing, this Agreement replaces any former arrangements in relation to the subject matter of this Agreement, including any Sublicense and Certification Agreement agreed upon between the parties.
- 16.2 Neither Party shall be entitled to (i) assign its rights or transfer (including by way of novation or subcontract) its obligations under this Agreement to a third party without the prior written consent of the other Party; (ii) set off any claims of the other Party that arise in connection with this Agreement unless the claim has been established by final judgment or is undisputed by the other Party; or (iii) any right of retention unless the claim has been established by final judgment or is undisputed by the other Party.
- 16.3 A waiver of any breach or default under this Agreement by either Party does not constitute a waiver of any other or subsequent breach or default. The failure by either Party to enforce compliance with any term or condition of this Agreement does not constitute a waiver of any such term or condition unless such term or condition is expressly waived in writing.
- 16.4 This Agreement is binding upon the parties and each of their respective successors and permitted assigns. Unless otherwise provided for in Clauses 14.2 and 14.3, any amendments to this Agreement shall be in written form to be valid. This shall also apply to any waiver of this written-form requirement.
- 16.5 The headings of the clauses of this Agreement are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

- 16.6 This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which constitute one and the same Agreement.
- 16.7 The relationship of the parties to this Agreement is that of independent contractors and not that of employer/employee. Neither this Agreement, nor any of the terms and conditions contained herein, are to be construed as creating a partnership, franchise, joint venture, or agency relationship between the parties. CP furthermore acknowledges and accepts that it has no authority to act on behalf of CB/VB, GGNA or the Licensor and agrees that it will not conclude any contract binding CB/VB, GGNA or the Licensor whether under power of attorney or otherwise.
- 16.8 If any provision, or part of any provision, of this Agreement is held invalid, illegal, or unenforceable for any reason, that provision, or part of that provision, will be severed and the remainder of that provision (where applicable) and the other provisions of this Agreement will continue in full force and effect as if this Agreement had been executed without that invalid, illegal, or unenforceable provision or part of a provision. The invalid, illegal, or unenforceable provision shall be replaced by a legal, valid, and enforceable arrangement which corresponds as closely as possible to the intentions of the parties. The same principle shall apply in the event that this Agreement contains any gaps or ambiguities.
- 16.9 The English language version of this Agreement shall prevail. Any translation is provided for convenience only and shall have no legal effect.

**SIGNATURES**

**CB/VB**

**CP**

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name of authorized representative

\_\_\_\_\_  
Name of authorized representative

\_\_\_\_\_  
Title of authorized representative

\_\_\_\_\_  
Title of authorized representative

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Date signed

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Date signed

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Place signed

\_\_\_\_\_  
Place signed



## ANNEX 2 DEFINITION OF LICENSED SCOPE

(To be completed by CB/VB)

Standards	Scope		Date effective from
Integrated Farm Assurance (IFA, IFA Smart edition)	Plants (Including fruit and vegetables; flowers and ornamentals; combinable crops; tea; plant propagation material, hops)	<input type="checkbox"/>	
	Aquaculture (Including finfish, crustaceans, molluscs, seaweed)	<input type="checkbox"/>	
Integrated Farm Assurance (GFS edition)	Plants (Including GFSI recognized product categories only)	<input type="checkbox"/>	
	Aquaculture (Including finfish, crustaceans, molluscs, seaweed)	<input type="checkbox"/>	
Chain of Custody		<input type="checkbox"/>	
Compound Feed Manufacturing	(Including feed for aquaculture and feed for livestock)	<input type="checkbox"/>	
Harmonized Produce Safety Standard	(Including fruit and vegetables and combinable crops)	<input type="checkbox"/>	
Produce Handling Assurance Standard	Plants	<input type="checkbox"/>	
Crops for Processing	(Including fruit and vegetables; combinable crops; and green coffee)	<input type="checkbox"/>	
PFA	Type:	<input type="checkbox"/>	

Standards	Scope		Date effective from
Add-on	Name (e.g., GRASP):	<input type="checkbox"/>	
Benchmarked checklist	Name:	<input type="checkbox"/>	
Others		<input type="checkbox"/>	