

SUBLICENCE AND CERTIFICATION AGREEMENT

for the participation as Interested Market Participant within the framework of the GLOBALGAP (EUREPGAP) System of Good Agricultural Practice between

("Certification Body (CB))"

represented by

and

("Contracting Party")

represented by

(Use block capitals)

WHEREAS

World-wide retailers, agricultural producers, as well as other interested parties, have developed the "GLOBALGAP (EUREPGAP) System", a comprehensive system of good agricultural practices. The aim of the "GLOBALGAP (EUREPGAP) System is to secure the improved consumer and environmental protection as well as social and animal welfare. The system is based on general production guidelines referring to the defined product scopes and sub-scopes. This includes interpretation criteria ("GLOBALGAP (EUREPGAP) Control Points and Compliance Criteria"), standard inspection and certification procedures ("GLOBALGAP (EUREPGAP) General Regulations"), as well as a system of agreements between legal entities. Legal entities in the "GLOBALGAP (EUREPGAP) System are producers / producer organisations / sales organisations / operators of accredited quality assurance systems ("Interested Market Participants"), Certification Bodies and GLOBALGAP.

The GLOBALGAP (EUREPGAP) System consists of a "Licence and Certification Agreement" (between GLOBALGAP and Certification Bodies) as well as a "Sublicence and Certification Agreement" (between Certification Bodies and Interested Market Participants).

GR_ANNEX_I-5_Sublicence_Certification_Agreement_V3_01042009.DOC

GLOBALGAP c/o FoodPLUS GmbH; Spichernstr. 55, 50672 Köln (Cologne); Germany
Tel: +49-221-57993-25; Fax: +49-221-57993-56; Email: info@globalgap.org

NOW THEREFORE IT IS AGREED:

1. SUBJECT OF THIS AGREEMENT

This Agreement establishes the rights and obligations of Certification Body ("CB") as an independent organisation for inspection, certification as well as licence activities within the framework of the GLOBALGAP (EUREPGAP) System and of Interested Market Participant within the GLOBALGAP (EUREPGAP) System, hereinafter shall be referred to as Contracting Party ("CP").

2. GRANT OF LICENCE

- 2.1 GLOBALGAP is the owner of the trademarks "EUREPGAP" and "GLOBALG.A.P." (collectively the "GLOBALGAP (EUREPGAP) Trademark"). GLOBALGAP (EUREPGAP) has granted a non-exclusive and non-transferable licence to CB for the grant of sublicences to CP within the GLOBALGAP (EUREPGAP) System.
- 2.2 Certification Body hereby grants a non-exclusive, non-transferable licence to CP for the use of the GLOBALGAP (EUREPGAP) Trademark provided CP has been successfully certified.
- 2.3 CP shall not be entitled to grant sublicences.
- 2.4 The Sublicence is valid only to the extent all fees and duties to CB and GLOBALGAP are settled.

3. GLOBALGAP (EUREPGAP) SYSTEM

- 3.1 GLOBALGAP shall be responsible for the further development of the GLOBALGAP (EUREPGAP) System. CB shall make available to CP any changes, made by GLOBALGAP in the GLOBALGAP (EUREPGAP) General Regulations, Control Points and Compliance Criteria, National Interpretation Guidelines and other relevant GLOBALGAP (EUREPGAP) documents as published at the GLOBALGAP website (<http://www.globalgap.org>).
- 3.2 CP shall comply with all provision of the GLOBALGAP (EUREPGAP) System in their most recent version and this Agreement.

4. GLOBALGAP (EUREPGAP) TRADEMARK

- 4.1 The GLOBALGAP (EUREPGAP) Trademark shall never appear on the product, consumer packing of the product nor at the point of sale where in direct connection to single products.
- 4.2 CP shall use the GLOBALGAP (EUREPGAP) Trademark only in connection with products certified under the GLOBALGAP (EUREPGAP) System. In case of a producer group CP has to ensure that all producers of his producer group act according the rules mentioned in this agreement.
- 4.3 CP shall indicate when using the GLOBALGAP (EUREPGAP) Trademark that it is a GLOBALGAP (EUREPGAP) registered trademark.

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- 4.4 GLOBALGAP (EUREPGAP) certified producers are only entitled to use the GLOBALGAP (EUREPGAP) Trademark in business-to-business communication, and for traceability/segregation/identification purposes only on site at the production and handling location.
- 4.5 CP shall neither use the GLOBALGAP (EUREPGAP) Trademark as part of its company name nor in any other way identify GLOBALGAP (EUREPGAP) as part of its business.
- 4.6 CP shall make clear to third parties and consumers by the use of appropriate labelling that GLOBALGAP (EUREPGAP) is not the producer of the goods at issue. CP shall indemnify GLOBALGAP and CB against possible product liability claims arising out of the use of the GLOBALGAP (EUREPGAP) Trademark.
- 4.7 The rules and obligations of the GLOBALGAP (EUREPGAP) General Regulations shall be followed by CP concerning the use of the GLOBALGAP (EUREPGAP) Trademark and logo.
- 4.8 Any further variations of usage shall be agreed upon. Amendments must be in writing and require the written approval of GLOBALGAP to be valid.
- 4.9 GLOBALGAP reserves the right to enforce all provisions made in clause 4 of this agreement directly.

5. CERTIFICATIONS AND CERTIFICATION INTEGRITY PROGRAMME

- 5.1 CP shall grant CB and/or GLOBALGAP free access during usual business hours to its production sites, company offices, and employees and to all GLOBALGAP (EUREPGAP)-related books and records, which are necessary to show the compliance with or application of the GLOBALGAP (EUREPGAP) system. CP shall also provide the CB or GLOBALGAP with all GLOBALGAP (EUREPGAP)-related information.
- 5.2 If subcontractors are involved in the production CB and/or GLOBALGAP has the right to perform a full physical inspection of the subcontractor. CP has to ensure that free access as stated in 5.1 is provided by the subcontractor on request.
- 5.3 If CB acting on behalf of GLOBALGAP reveals non-conformities CP shall bear the costs which are due to follow-up inspections.
- 5.4 To verify the continuous compliance with GLOBALGAP (EUREPGAP) CB is entitled to perform unannounced physical inspections and inspections on random basis according to the General Regulations. CP shall grant access in these cases as described in 5.1 and 5.2.
- 5.5 In addition to 5.4 GLOBALGAP maintains the right to directly instruct Certification Body to inspect CP.
- 5.6 CP agrees that CB, whether acting on behalf of CP or GLOBALGAP, shall provide GLOBALGAP on request with information according to GLOBALGAP (EUREPGAP) General Regulations.

6. REGISTRATION

- 6.1 CP shall provide CB registration information in compliance with the GLOBALGAP (EUREPGAP) General Regulations of CP itself and of each Interested Market Participant.
- 6.2 CB shall provide CP with an individual and permanent registration number and/or GLOBALGAP (EUREPGAP) Client Number (GGN) according to GLOBALGAP (EUREPGAP) General Regulations. In addition, any other Interested Market Participant, which has notified its products with CP to CB, shall obtain such registration number and/or GLOBALGAP (EUREPGAP) Client Number (where available). CP shall inform CB about any existing or expired GLOBALGAP (EUREPGAP) registration or client numbers and any previous GLOBALGAP (EUREPGAP) inspection or certification activities in his organisation including results.
- 6.3 CP agrees that CB transfers data according to GLOBALGAP (EUREPGAP) General Regulations to GLOBALGAP. According to the data protection rules CP as owner of these data shall be responsible to select the level of data privacy restrictions in the GLOBALGAP (EUREPGAP) database and authorize access to GLOBALGAP to these data to trading partners and/or other registered GLOBALGAP database users on CP individual level. CP can instruct CB or any other third party which is a Licenced and registered GLOBALGAP database user with "trustee role" to authorize this access.
- 6.4 CP agrees that GLOBALGAP shall be entitled, irrespective of 6.3, to make available to the public CP's registration number(s) and/or GLOBALGAP (EUREPGAP) client number (where available), CP's GLOBALGAP (EUREPGAP) registered products and associated certification status, including country of production and destination, responsible CB(s) and, where required, additional information according to GLOBALGAP (EUREPGAP) General Regulations in its latest version.
- 6.5 Unless CP indicates to the contrary during the registration or re-registration process with the CB, GLOBALGAP shall be entitled to make available to GLOBALG.A.P. (EUREPGAP) members in addition to 6.4 CP's the organisation name, city and postal code according to GLOBALG.A.P. (EUREPGAP) General Regulations in its latest version.
- 6.6 CP agrees that GLOBALGAP shall be entitled, irrespective of 6.3, to communicate to all GLOBALGAP (EUREPGAP) members the instances where CP's certificate has been suspended or cancelled. This information shall include CP's registration number(s) and/or GLOBALGAP (EUREPGAP) Client Number (where available), CP's GLOBALGAP (EUREPGAP) registered products and CP's organisation and trade name(s).

7. CHANGES IN UNDERTAKING

CP shall immediately inform his CB about all changes in its undertaking which might have an effect on this Agreement, in particular the existence, grant or expiry of registration numbers from other Certification Bodies in the framework of the GLOBALGAP (EUREPGAP) System, legal successions, acquisition or disposal of related corporate entities as well as changes of personnel or the department which is responsible for the GLOBALGAP (EUREPGAP) System.

8. SANCTIONS

In the event of a wilful or negligent infringement of the obligations under the GLOBALGAP (EUREPGAP) System, in particular obligations that CP has contractually undertaken, GLOBALGAP shall be permitted to enforce the measures described in the List of Sanctions within the General Regulations in its latest version.

9. LIABILITY

- 9.1 CP shall be liable to CB for all direct or indirect damage to CB or GLOBALGAP that it causes wilfully or as a result of infringing legal obligation and/or the contractual provisions of this Agreement.
- 9.2 CP shall indemnify CB against damages claimed by third parties as set forth in section 9.1 above.
- 9.3 CB shall not be liable for any infringement of third party rights in connection with the use of the GLOBALGAP (EUREPGAP) Trademark except where CP can prove that such infringement was caused by a wilful or grossly negligent act or omission by CB.
- 9.4 CP shall inform GLOBALGAP and CB of any injunction relief or claim for damages of third parties because of the utilization of the GLOBALGAP (EUREPGAP) Trademark.

10. TERM AND TERMINATION

- 10.1 This Agreement is for a period of ___ year(s) from the date of the signature of this Agreement unless terminated earlier in accordance with clause 10.2. or 10.4 below. This Agreement will automatically be extended for one year if either party does not terminate the Agreement by giving the other three months' written notice prior to the end of this Agreement. Either party must notify termination of this Agreement in writing.
- 10.2 The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected. Such material reasons include, in particular, wilful or negligent infringements of this Agreement by one of the parties, which are not remedied despite a formal notice to terminate the infringement within a reasonable period. In the case of Certification Body a material reason includes, in particular, that CP has been found by a court of law to have negligently infringed a relevant national or international food law either of which may carry criminal sanctions, or some other law which is of relevance to the execution of this Agreement or the status of the GLOBALGAP (EUREPGAP) Trademark. This includes where a CP has infringed Livestock or Plant Breeders' Property Rights.
- 10.3 On termination of this Agreement the right of CP to use the GLOBALGAP (EUREPGAP) Trademark terminates with immediate effect.
- 10.4 This Agreement ends automatically without prior notice if
 - the GLOBALGAP (EUREPGAP) Trademark is cancelled and/or
 - with termination of the Licence and Certification Agreement between Certification Body and GLOBALGAP.

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- 10.5 In the event of clause 10.4 second insert, Certification Body is obliged to provide CP with all information and undertake all action necessary to facilitate the transfer of the sublicence agreement with CP to a new Certification Body.

11. PARTS AND ALTERATIONS / AMENDMENTS OF THIS AGREEMENT

- 11.1 The GLOBALGAP (EUREPGAP) General Regulations, Control Points and Compliance Criteria, each in its most recent version available at <http://www.globalgap.org>, National Interpretation Guidelines, as they enter into force from time to time and other relevant GLOBALGAP (EUREPGAP) documents form an integral part of this Agreement. Alterations / amendments of these documents, shall form part of this Agreement provided CP does not object to a specific alteration / amendment within two weeks after the alteration / amendment has been made public on <http://www.globalgap.org>, or in any other appropriate manner. In the event of an objection both parties shall have the right to terminate this Agreement within two weeks after receipt of the objection by Certification Body
- 11.2 CP shall without undue delay transform/implement the alterations / amendments which form part of this Agreement and inform Certification Body accordingly.

12. GOVERNING LAW AND JURISDICTION

This Agreement is subject to German law and the parties submit to the jurisdiction of the German courts.

13. ANCILLARY CONDITIONS

- 13.1 This Agreement and all applicable documents mentioned in it set out the entire Agreement and understanding between the parties relating to the subjects addressed herein and supersedes all other oral or written Agreements, previously made between the parties. Amendments or addition to this Agreement may be made by written amendment signed by a duly authorised officer of CB. The requirement that amendments or additions may only be made by written agreement may be dispensed with only by written agreement.
- 13.2 If any of the provisions of this Agreement are unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect this Agreement as a whole. In such event, the Agreement shall be interpreted so as to achieve the intended purpose of the unenforceable provision. The same applies if, during the course of the execution of this Agreement, an omission requiring rectification arises.

Place Date

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(Contracting Party)

(Certification Body)

Company Stamp

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