

GLOBALG.A.P. Membership Terms and Conditions

1. Subject of these Terms and Conditions

These Terms and Conditions govern the terms and conditions with regards to the GLOBALG.A.P. Membership. GLOBALG.A.P. offers certain services to the GLOBALG.A.P. Members such as discounts, trainings, participation in committees, access to databases and promotions. More details and benefits of the GLOBALG.A.P. Membership are published on the GLOBALG.A.P. Website (<https://www.globalgap.org>).

GLOBALG.A.P. reserves the right to deny membership applications.

2. Grant of License: Member

GLOBALG.A.P. Member hereby grants to GLOBALG.A.P. a non-exclusive, non-sublicensable and non-transferable license to use GLOBALG.A.P. Member's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to GLOBALG.A.P. by GLOBALG.A.P. Member, in any medium of advertising, marketing materials, and/or promotional goods distributed solely in conjunction with the Membership.

3. Grant of License: GLOBALG.A.P.

3.1 Subject to the following paragraphs in this clause below, GLOBALG.A.P. hereby grants, during the term of the Agreement, a non-exclusive, non-sublicensable and non-transferable license to the GLOBALG.A.P. Member to use the GLOBALG.A.P. Logo and the QR code logo as defined in the GLOBALG.A.P. General Regulations Part I – General Requirements - Annex I.1 Rules for GLOBALG.A.P. Trademark and Logo Use.

3.2 GLOBALG.A.P. Member shall neither use the GLOBALG.A.P. Trademark, the QR code logo and any other IP-rights as part of its company name nor give in any other way the impression that the services provided by GLOBALG.A.P. are part of its business.

3.3 The GLOBALG.A.P. Trademark, the QR code logo and any other IP-rights which may be licensed under the Agreement are the sole property of GLOBALG.A.P. During the term of the Agreement and thereafter, GLOBALG.A.P. Member shall not undertake any actions that could have a negative impact in this regard, in particular not challenge any such rights.

3.4 GLOBALG.A.P. Member shall – during the term of the Agreement and with respect to all territories where it makes use of the aforementioned rights– provide GLOBALG.A.P. with all information which is necessary for GLOBALG.A.P. to maintain such rights. GLOBALG.A.P. Member shall cooperate with GLOBALG.A.P. in obtaining and maintaining applications as may be required, for example by providing usage information.

3.5 GLOBALG.A.P. Member shall have the right to use the GLOBALG.A.P. Logo and the QR code logo in BtoB Communication.

3.6 Any use and publication of the GLOBALG.A.P. Trademark, the QR code logo and any

other IP rights of GLOBALG.A.P. in advertising, promotional and other forms to consumers (BtoC Communication) shall be under the control of GLOBALG.A.P. in each individual case. GLOBALG.A.P. Member shall therefore not be granted any rights to use and/or publish any materials to the Consumer including the GLOBALG.A.P. Trademark and/or any other IP rights licensed hereunder without GLOBALG.A.P.'s prior explicit written consent (e-mail shall suffice). GLOBALG.A.P. Member shall provide GLOBALG.A.P. with samples of any materials that contain any IP rights licensed hereunder prior to its production.

3.7 GLOBALG.A.P. Member shall use the GLOBALG.A.P. Trademark, Farm Assurer Logo, the QR Code and any other IP rights of GLOBALG.A.P. only in the manner provided by GLOBALG.A.P. and shall not alter, modify, or distort them in any way.

4. Remuneration

4.1 GLOBALG.A.P. Members shall pay a GLOBALG.A.P. membership fee as defined in the GLOBALG.A.P. Fee table in its latest version.

4.2 Invoices are sent electronically.

4.3 Invoices issued by GLOBALG.A.P. shall be due and payable within 30 days upon the date of the respective invoice.

5. Liability

5.1 GLOBALG.A.P. Member shall indemnify and hold harmless GLOBALG.A.P. for any direct or indirect damage and costs (including defense costs) to GLOBALG.A.P. arising out of any culpable violation of any of GLOBALG.A.P. Member's obligations under the Agreement.

5.2 GLOBALG.A.P. shall be liable for the full extent of damage in the event of intentional conduct ("Vorsatz") or gross negligence ("grobe Fahrlässigkeit"), in the case of culpable injury to life, body and health and under the German Product Liability Act ("Produkthaftungsgesetz"). In the case of a slight negligent breach of essential contractual obligations, i.e. principal obligations which enable the proper execution of the contract and upon which GLOBALG.A.P. Member therefore relies and may rely, GLOBALG.A.P. assumes liability on the merits; in such case GLOBALG.A.P.'s liability shall be limited to damage which is typical for the contract and which can be reasonably foreseen. Any further liability of GLOBALG.A.P. shall be excluded. This limitation of liability shall apply also in favor of GLOBALG.A.P.'s statutory representatives, executives ("leitende Angestellte") and vicarious agents ("Erfüllungsgehilfen").

6. Term and Termination

6.1 The Agreement becomes effective on the date it is approved by GLOBALG.A.P. and has a fixed term until the end of the year. The Agreement is to be automatically extended for a period of twelve (12) months if neither of the

Parties terminates the Agreement in writing prior to the end of the fixed or any extended term.

6.2 Notwithstanding the provision in the paragraph above, either Party is entitled to terminate the Agreement for good cause.

6.3 Good cause for the other Party shall include, but is not limited to, instances where:

- one of the Parties breaches a provision of the Agreement, and after having received written notice of the breach, fails to cure the breach within thirty (30) days thereafter;
- either Party commences voluntary bankruptcy or insolvency 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 either Party;
- GLOBALG.A.P. Member is in default with payments due under the Agreement if such default is not cured within one (1) month of GLOBALG.A.P. Member's receipt of a written reminder by GLOBALG.A.P.;
- GLOBALG.A.P. Member has infringed or diluted the status of the GLOBALG.A.P. Trademark and GLOBALG.A.P. Member, after having received written notice of such violation or infringement or dilution, fails to cure the violation or infringement or dilution within thirty (30) days thereafter.

7. Assignment of rights

GLOBALG.A.P. Member shall not be entitled to assign any rights or obligations under the Agreement to any third parties without GLOBALG.A.P.'s prior written consent.

8. Annexes

8.1 The Annexes to the Agreement are part of the Agreement.

8.2 GLOBALG.A.P. shall inform GLOBALG.A.P. Member without undue delay of any alterations / amendments of the Annexes. The altered / amended Annexes are part of the Agreement, provided that GLOBALG.A.P. Member does not object to the alteration / amendment within two (2) weeks of being informed of the alteration / amendment. If GLOBALG.A.P. Member objects to the alteration / amendment, either of the Parties is entitled to terminate the Agreement within two weeks of the receipt of the objection by GLOBALG.A.P.

9. Data Protection

9.1 Both Parties shall comply with any applicable data protection regulations at all times.

9.2 Further information on the processing of personal data by GLOBALG.A.P. can be found in GLOBALG.A.P.'s Data Privacy Statement under



https://www.globalgap.org/uk_en/Privacy-Policy.

9.3 GLOBALG.A.P. Members which are legal entities shall – if and where legally necessary – provide the information stipulated in the Data Privacy Statement to such employees, vicarious agents and other natural persons working with or on behalf of the GLOBALG.A.P. Member whose personal data will be processed by GLOBALG.A.P. under the Agreement prior to such processing.

10. Confidentiality and Return of Documentation

10.1 GLOBALG.A.P. Member is obliged to treat as strictly confidential all confidential matters and business secrets of GLOBALG.A.P. or undertakings associated with GLOBALG.A.P. including, without limitation, procedures, data, know-how, marketing plans, business planning, unpublished balance sheets, budgets, licenses, pricing, costs and customer and supplier lists, technical and other business information, intentions, experiences, knowledge and other documents, whether written or oral, of which GLOBALG.A.P. Member obtains knowledge during exercise of its duties for GLOBALG.A.P. or which are designated as confidential by GLOBALG.A.P.

10.2 GLOBALG.A.P. Member shall, upon effective termination of the Agreement with GLOBALG.A.P., without being asked, and during the existence of the Agreement with GLOBALG.A.P., upon request, return to GLOBALG.A.P. all of GLOBALG.A.P.'s property and all documentation in GLOBALG.A.P. Member's possession as stated in the paragraph above, which relates to GLOBALG.A.P. or to its associated undertakings (as well as copies or other reproductions thereof). The same applies to electronically stored data, e.g. computer programs or data on disks.

10.3 GLOBALG.A.P. Member recognizes that GLOBALG.A.P.'s property and the documentation referred to above are the sole property of GLOBALG.A.P. or its associated undertakings.

GLOBALG.A.P. Member has no right of retention with regard to such property and the documentation referred to.

10.4 The confidentiality obligation shall not apply to information and documents

- a) which are already known to, or in the possession of GLOBALG.A.P. Member prior to receipt of such information;
- b) which are legally received by GLOBALG.A.P. Member from a third party without any confidentiality obligation;
- c) which are in the public domain or enter the public domain through no wrongful act of the receiving GLOBALG.A.P. Member;
- d) which can be proven by GLOBALG.A.P. Member to have been developed by GLOBALG.A.P. Member independently of confidential information received from GLOBALG.A.P.;
- e) to the extent and in the manner approved in writing by GLOBALG.A.P., and
- f) which are required to be disclosed by applicable law, regulation or legal process.

11. Compliance

11.1 During the term of the Agreement, GLOBALG.A.P. Member is obliged to act professionally, accurately and impartially and not to act in a way that may compromise the integrity of GLOBALG.A.P. or that would prejudice or jeopardize the reputation of GLOBALG.A.P. or any related body, business partners of GLOBALG.A.P. including GLOBALG.A.P. members, certification bodies or registered producers.

11.2 GLOBALG.A.P. Member shall not represent any conflicting or competing interests and shall inform GLOBALG.A.P. about any relationships that may influence GLOBALG.A.P. Member's behavior and/or judgement.

11.3 GLOBALG.A.P. Member shall refrain from any direct and indirect discrimination on the grounds of nationality, racial or ethnic origin, sex, religion or belief, disability or sexual orientation.

11.4 GLOBALG.A.P. Member must not accept any allowance, commission, gift, favor, bribe or

any other benefit from any organizations or from their employees exceeding the value of 50€ and which may influence its judgement or actions.

11.5 GLOBALG.A.P. Member shall adhere to the international anti-corruption standards as set forth in the United Nations' Global Compact and in the respective applicable anti-corruption and anti-bribery acts. GLOBALG.A.P. Member is particularly prohibited from offering services, presents or advantages to third parties that influence such parties' personal conduct regarding their business relationship with GLOBALG.A.P..

11.6 GLOBALG.A.P. Member shall co-operate in any inquiry in the event of any alleged breach of the Agreement.

12. Governing Law and Jurisdiction

12.1 The Agreement is exclusively governed by and construed in accordance with the laws of Germany.

12.2 In case of any disputes, the courts of Cologne, Germany, shall have exclusive jurisdiction if GLOBALG.A.P. Member is a merchant, a legal person under public law or if GLOBALG.A.P. Member has no general venue in Germany.

13. Miscellaneous

13.1 The Agreement sets out the entire agreement and understanding between the Parties relating to the subjects addressed herein and supersedes all other agreements, whether verbal or written previously made between the Parties with regards to such subject.

13.2 If any of the provisions of the Agreement are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity does not nullify the Agreement in total.

13.3 A waiver of any breach or default under the 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 the Agreement does not constitute a waiver of any such term or condition unless such term or condition is expressly waived in writing.