

TERMS AND CONDITIONS FOR THE USE OF THE GLOBALG.A.P. BOOKMARKING PACKAGE

The GLOBALG.A.P. Bookmarking Package

The GLOBALG.A.P. Database is an Internet-based platform for worldwide certification management and related services. The database stores and connects the assessment and certification data of farms in over 120 countries, making it one of the largest online sources for validated farm data on food safety and sustainability. GLOBALG.A.P. approved certification bodies around the globe use it to register and manage their clients' certification data.

The GLOBALG.A.P. Bookmarking Package comprises extended functionalities in the GLOBALG.A.P. database such as:

- A comfortable search that allows to find certified producers around the world and to check their certification status
- Access to more producer – related information (quantities per product and address data) as defined in the GLOBALG.A.P. Data Access Rules (-> [GLOBALG.A.P. Document Center](#))
- The Bookmarking function that allows to set-up lists of certified producers and to share these lists with other market participants. The lists can be complemented with additional company related information (e.g. article numbers, GTINs)

1. Scope

These Terms apply exclusively to contracts (hereinafter: "Agreement") regarding the use of the GLOBALG.A.P. Bookmarking Package in the database between company applying for the bookmarking (hereinafter: "Customer") and GLOBALG.A.P. c/o FoodPLUS GmbH (hereinafter: "GLOBALG.A.P."). Any terms of the Customer shall not become part of the Agreement unless confirmed by GLOBALG.A.P. in writing.

These Terms only apply to companies and their users which enter into the Agreement in exercise of their trade, business or profession. GLOBALG.A.P. reserves the right to deny registration and access to the bookmarking.

2. Use of the Data from the GLOBALG.A.P. Database

The Customer shall use the data from the GLOBALG.A.P. Database for the internal operation of their organization only. Only Customers that qualify as Market Participants (as defined in the [GLOBALG.A.P. Data Access Rules](#)) may forward such data to other Market Participants.

All accounts of a Customer must be assigned to a specific person and may be used by such person only (named user). The registered user may access and use the GLOBALG.A.P. Database through the GLOBALG.A.P. web interface or through the XML/SOAP interface.

Other than as set forth in these Terms, the Customer shall not duplicate, distribute, sell, offer on a website, on a platform or similar to third parties, commercially exploit, create derivative works from, or otherwise make available any information obtained from the GLOBALG.A.P. Database.

3. Bookmarking Responsible and Data Protection

The GLOBALG.A.P. Bookmarking Package is valid for the whole company of a Customer including its vicarious agents (such as agencies acting on behalf of such Customer) and may include several accounts assigned to different named users within the company. The user can manage the bookmarked producers of the company via his/her account.

The Customer shall name a responsible contact for the bookmarking package (hereinafter: "Bookmarking Responsible") and ensure that all users only use the GLOBALG.A.P. Bookmarking Package according to these Terms.

The Customer shall bring [GLOBALG.A.P.'s Privacy Policy](#) to the attention to each of its employees that is being granted access to the GLOBALG.A.P. Database and inform them about the processing of their personal data (name, address, email) by GLOBALG.A.P.. Employees, which shall have access, can be registered by the Bookmarking Responsible.

In case the Customer is a Market Participant, the Customer agrees that its company name, logo and location will be published on the GLOBALG.A.P. website to make it visible to the producers and other interested stakeholders.

4. Registration and Payment

The Customer can register for the use of the GLOBALG.A.P. Bookmarking Package in the registration form (GLOBALG.A.P. website or attached). The registration is the Customer's offer to conclude a contract with GLOBALG.A.P. regarding the use of the GLOBALG.A.P. Bookmarking Package. The respective agreement is valid only after GLOBALG.A.P. has confirmed the registration in writing (email is sufficient) and sent the database access/login data to the Customer or the respective registered users.

The GLOBALG.A.P. Bookmarking Package is free of charge for GLOBALG.A.P. members. Other Customers are obliged to pay the appropriate service fees as published on the GLOBALG.A.P. website (www.globalgap.org) for each year. GLOBALG.A.P. will communicate any new service fees which differ from the service fees of the previous period at least three months in advance. In case of the new service fees being higher than the previous once, Customers are entitled to terminate this Agreement within two months after receipt of the respective communication. If they do not terminate the Agreement, this shall be deemed as an acceptance of such new service fees.

If GLOBALG.A.P. offered a limited trial period to the user, the Customer shall pay the appropriate fees to be entitled to continue to use the GLOBALG.A.P. Bookmarking Package. The fee is payable for the first time after the end of the trial period and covers the current

calendar year. The following annual fees are payable at the beginning of the respective calendar year. Customers may apply for a new account any time.

In the case the Customer chooses to pay via credit card, the credit card information has to be submitted during the registration process. The bookmarking package fee will be charged to the credit card after the trial period and for any extended term not earlier than 30 days prior the commencement of such extended term. Alternatively, the Customer may pay the fees via bank transfer upon the receipt of an invoice, which GLOBALG.A.P. will send to the Customer via email. Invoices issued by GLOBALG.A.P. shall be due and payable within 14 days upon the receipt date of the respective invoice.

In the case that the Customer should fail to pay the fees for the GLOBALG.A.P. Bookmarking Package in full following a payment reminder, GLOBALG.A.P. shall be entitled to terminate the Agreement with the Customer, and all accounts for users of such customers will be deactivated as soon as the termination becomes effective.

5. Availability of data

Subject to these Terms GLOBALG.A.P. shall make the data available to registered users. The GLOBALG.A.P. Database will be available for use 24 hours per day, 7 days per week. GLOBALG.A.P. reserves the right to shut down parts or the whole of the GLOBALG.A.P. Database or its parts without prior notice to resolve any technical issues that may arise at any time.

6. Intellectual Property Rights

The GLOBALG.A.P. Database with all its functionalities shall remain the exclusive property of GLOBALG.A.P. and is copyrighted. All rights are reserved. The content data (e.g. master data, certificate status data) which is provided to the registered users via the GLOBALG.A.P. Database are proprietary to the data suppliers such as the producers/producer groups or certification bodies.

7. Liability

GLOBALG.A.P. only provides access to the GLOBALG.A.P. Bookmarking Package and the GLOBALG.A.P. database. All data in the GLOBALG.A.P. database is provided by third parties and not controlled by GLOBALG.A.P. GLOBALG.A.P. makes no warranty regarding the accuracy, completeness, correctness, reliability or otherwise with respect to such data.

Apart from that, 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 in the event of liability under the German Product Liability Act (“Produkthaftungsgesetz”). In the case of culpable breach of essential contractual obligations, i.e. principal obligations which enable the proper execution of the Agreement and upon which the Customer 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 Agreement and which can be reasonably foreseen. Any further liability of GLOBALG.A.P. shall be excluded. This limitation of liability shall apply also in favour of GLOBALG.A.P.’s statutory

representatives, executives (“leitende Angestellte”) and vicarious agents (“Erfüllungsgehilfen”).

8. Term and Termination

This Agreement becomes effective on the date of the confirmation by GLOBALG.A.P. of the Customer's registration and has a fixed term of one (1) year. It is automatically extended for another period of one (1) year if neither of the Parties terminates the Agreement in writing as of the end of the fixed term or any subsequent term with a notice period of three (3) months prior the end of such term.

Notwithstanding the provision in the paragraph above, either Party is entitled to terminate this Agreement with or without notice for good cause.

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

- (a) one of the Parties breaches a provision of this Agreement, and after having received written notice of the breach, fails to cure the breach within thirty (30) days thereafter; or
- (b) 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.
- (c) the Customer is in default with payments due under this Agreement if such default is not cured within one (1) month after Customer's receipt of a written warning by GLOBALG.A.P.

The Customer shall in case of termination of this Agreement return immediately, and proceed to destroy if appropriate, any documents and other material provided by GLOBALG.A.P., and vice versa. The Bookmarking Responsible shall provide written confirmation of this within the 14 days following the termination of the Agreement.

9. Assignment of Rights

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

10. Confidentiality and Return of Documentation

The Customer 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 in particular the data of the GLOBALG.A.P. database, of which the Customer obtains knowledge during exercise of its duties for GLOBALG.A.P. or which are designated as confidential by GLOBALG.A.P.

The Customer 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 by GLOBALG.A.P., return to GLOBALG.A.P. all of GLOBALG.A.P.'s property and all documentation in the Customer's possession as stated 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.

The Customer recognises that GLOBALG.A.P.'s property and the documentation referred to above are the sole property of GLOBALG.A.P. or its associated undertakings. The Customer has no right of retention with regard to such property and the documentation referred to it.

The confidentiality obligation shall not apply to information and documents

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

11. Governing Law and Jurisdiction

This Agreement is exclusively governed by, and construed in accordance with the laws of Germany.

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

12. Miscellaneous

This 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.

If any of the provisions of this Agreement are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity does not nullify this Agreement in total. In such event, the Agreement is to be interpreted so as to achieve the intended economic purpose of the unenforceable or invalid provision. The same applies if, during the course of the execution of this Agreement, an omission requiring rectification arises.



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.