



LICENSE AND CERTIFICATION AGREEMENT

between

GLOBALG.A.P. c/o FoodPLUS GmbH
Spichernstr. 55, 50672 Köln (Cologne), Germany
(hereinafter referred to as “GLOBALG.A.P.”)

and

Certification Body/Verification Body

QUALISUD

Avenue Daniel Brisebois, 2, 31320 □ Auzeville-Tolosane, France

(hereinafter referred to as “CB/VB”)

represented by

François Luquet

Directeur

Name of authorized representative

Title of authorized representative

(hereinafter together referred to as “the Parties”)

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WHEREAS

Worldwide retailers, food service providers, food manufacturers, agricultural producers, and other interested parties have developed a comprehensive system of good agricultural practices (G.A.P.) under the management of GLOBALG.A.P. which is designed to support improved consumer and environmental protection, sustainable production, and social and animal welfare. The system is based on a set of rules and standards established and updated from time to time by GLOBALG.A.P. with the involvement of the relevant committees, working and focus groups, and GLOBALG.A.P.'s Advisory Board. Under this set of rules and standards, agricultural and related supply-chain processes may be verified, inspected, audited, certified, and/or otherwise approved.

The registration, verification, inspection, auditing, certification, and/or approval procedures are not carried out by GLOBALG.A.P. but by third parties, the certification and verification bodies. To operate as a certification or verification body, approval by GLOBALG.A.P. or, with respect to the United States of America and Canada, by GLOBALG.A.P. North America Inc. is required. Furthermore, for certification bodies, accreditation according to the ISO/IEC 17065 standard by another independent institution recognized by GLOBALG.A.P., an accreditation body, is also required.

Upon execution of this License and Certification Agreement, GLOBALG.A.P. approves CB/VB as a certification and/or verification body. After execution of this License and Certification Agreement, CB/VB may therefore enter into Sublicense and Certification Agreements with so-called contracting parties, i.e., producers, producer groups, producer organizations, sales organizations, packers, resellers, traders, and manufacturers (with registered production and administration sites located worldwide, excluding the United States of America and Canada) who produce or commercialize agricultural products and provide them with verification, inspection, auditing, certification, and/or approval services within the framework of and in compliance with the rules and standards of the GLOBALG.A.P. System.

Although the Sublicense and Certification Agreements obligate the contracting parties to cooperate with GLOBALG.A.P. (e.g., with regard to assessments carried out by GLOBALG.A.P. under its integrity program for the purpose of verifying CB/VB's activities and to support consistent communication and implementation of its rules and standards), GLOBALG.A.P. does not become a party to these agreements, which are concluded exclusively between the contracting parties and CB/VB. Nor does GLOBALG.A.P. assume any responsibility with respect to the contracting parties' compliance with GLOBALG.A.P.'s rules and standards. Rather, it is the sole responsibility of CB/VB to ensure that the contracting parties fully comply with their obligations under the GLOBALG.A.P. System on an ongoing basis.

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THEREFORE, THE PARTIES AGREE THE FOLLOWING:

1 SUBJECT OF THIS AGREEMENT

This Agreement establishes the rights and obligations of GLOBALG.A.P. and of CB/VB as the independent organization for verification, inspection, auditing, certification, and/or approval procedures within the framework of the GLOBALG.A.P. System.

2 DEFINITIONS

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

- 2.1 “*AB*” stands for accreditation body and refers to an organization that accredits CBs according to the ISO/IEC 17065 standard.
- 2.2 “*Agreement*” refers to this License and Certification Agreement.
- 2.3 “*Benchmarked Checklist*” refers to a standard with locally adapted G.A.P. requirements that are recognized by GLOBALG.A.P. as equivalent to the GLOBALG.A.P. principles and criteria. Compliance with a Benchmarked Checklist may be certified based on and in accordance with the other provisions of the GLOBALG.A.P. System Rules and this Agreement.
- 2.4 “*Benchmarked Checklist Marks*” refers to the marks of the Benchmarked Checklist owner that can be used by CB and/or CP according to the GLOBALG.A.P. System Rules.
- 2.5 “*Applicable Laws*” refers to (i) any law, statute, regulation, by-law, 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.
- 2.6 “*CB*” stands for certification body and refers to 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 CPs to provide CPs with Licensed Services.
- 2.7 “*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.
- 2.8 “*CP*” stands for contracting party and refers to those 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.
- 2.9 “*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.

- 2.10 “*Fee Table*” refers to the fee tables which are part of the GLOBALG.A.P. System Rules and which are attached to this Agreement as part of **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.
- 2.11 “*GLOBALG.A.P.*” refers to the owner and administrator of the GLOBALG.A.P. System, FoodPLUS GmbH, Spichernstr. 55, 50672 Köln (Cologne), Germany.
- 2.12 “*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 (in particular, “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.
- 2.13 “*GLOBALG.A.P. Identification Numbers*” refers to unique numbers provided by GLOBALG.A.P. and made up of a prefix (often referring to the certification standard) and a 13-digit number. Types of GLOBALG.A.P. Identification Numbers may include, but are not limited to, the GLOBALG.A.P. Number (GGN), the Chain of Custody Number (CoC Number), and the localg.a.p. Number (LGN).
- 2.14 “*GLOBALG.A.P. IT Systems*” refers to GLOBALG.A.P.’s electronic databases and associated IT systems that contain both producer and product information. The information contained in the databases and systems includes data uploaded by CB/VB (under this Agreement), CPs, PGMs, Market Participants and other retailers, suppliers, or other supply-chain participants.
- 2.15 “*GLOBALG.A.P. System*” refers to the system of good agricultural practices (G.A.P.) designed to support improved consumer and environmental protection, sustainable production, and social and animal welfare, which system is maintained by GLOBALG.A.P. and based on the GLOBALG.A.P. System Rules.
- 2.16 “*GLOBALG.A.P. System Rules*” refers to the set of rules and tools governing the GLOBALG.A.P. System as published on the GLOBALG.A.P. website (<http://www.globalgap.org>), and as updated, amended, or replaced from time to time by GLOBALG.A.P., including, but not limited to, GLOBALG.A.P. and localg.a.p. standards and add-ons, general regulations, general rules, benchmarking regulations, Fee Table, principles and criteria, checklists, Benchmarked Checklists, and where applicable approved national interpretation guidelines, guidelines, and supporting documents. An extract of the GLOBALG.A.P. System Rules valid at the time of conclusion of this Agreement is attached to this Agreement as **Annex 1**.
- 2.17 “*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, CPs, and/or related PGMs according to the GLOBALG.A.P. System Rules (in particular, “GLOBALG.A.P. trademarks use: Policy and guidelines”) in order to claim that a process is certified under the GLOBALG.A.P. System or complies with the GLOBALG.A.P. System Rules. For the avoidance of doubt, the GGN label is not the subject of this Agreement and therefore does not fall under the definition of “*trademarks*”. Licensing of rights to the GGN label requires the conclusion of a separate license agreement.
- 2.18 “*Integrity Assessments*” refers to surveillance visits and assessments conducted or commissioned by GLOBALG.A.P. within the framework of its integrity program.

- 2.19 “*Integrity Program*” refers to 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.
- 2.20 “*Integrity Surveillance Committee*” refers to a committee established by GLOBALG.A.P. that advises the GLOBALG.A.P. Secretariat and makes recommendations on sanctions as outlined in the GLOBALG.A.P. System Rules, following a case-by-case approach.
- 2.21 “*Licensed Scope*” means the scope of the Licensed Services approved by GLOBALG.A.P. 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. GLOBALG.A.P. is not obliged to approve specific scopes applied for.
- 2.22 “*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, inspection, auditing, certification, and/or approval procedures.
- 2.23 “*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.
- 2.24 “*Personal Data*” refers to any information processed under or in connection with this Agreement that relates to a natural person.
- 2.25 “*PGM*” stands for producer group member and refers to 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.
- 2.26 “*Sublicense and Certification Agreement*” refers to an agreement entered into between CB/VB as sublicensor and a CP as sublicensee based on the template published on the GLOBALG.A.P. website (<http://www.globalgap.org>). The version valid at the time of conclusion of this Agreement is attached to this Agreement as **Annex 2**.
- 2.27 “*Territory*” refers to the entire world, excluding the United States of America (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 the USA and/or Canada may enter into a contractual agreement with GLOBALG.A.P. North America Inc.
- 2.28 “*VB*” stands for verification body and refers to an entity that is entitled to determine compliance with localg.a.p. standards and add-ons that are part of the GLOBALG.A.P. System Rules in accordance with the GLOBALG.A.P. System Rules and that has signed this Agreement to enter into Sublicense and Certification Agreements with CPs to provide those CPs with related Licensed Services. CBs may act as a VB for certain localg.a.p. standards or add-ons.

3 GRANT OF LICENSE BY GLOBALG.A.P.

- 3.1 Subject to CB/VB's continuous compliance with the provisions of this Agreement and the GLOBALG.A.P. System Rules, GLOBALG.A.P. hereby grants CB/VB a limited, nonexclusive, nontransferable, and nonsublicensable right to provide the Licensed Services within the Licensed Scope in the Territory during the term of this Agreement. The right granted includes the right to (i) use GLOBALG.A.P. Trademarks, AMC Marks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims (incl. associated boilerplate texts provided by GLOBALG.A.P.) in accordance with the further requirements set forth in clause 3.2 of this Agreement in the Territory; (ii) enter into Sublicense and Certification Agreements with CPs and grant sublicenses in accordance with clause 3.3 of this Agreement; (iii) register CPs and related PGMs in accordance with clause 4 of this Agreement; and (iv) enter producer and product information provided by CPs and related PGMs into the GLOBALG.A.P. IT Systems. The Parties may from time to time amend the Licensed Services and/or the Licensed Scope by written amendment to this Agreement.
- 3.2 The right of CB/VB to use the GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers and GLOBALG.A.P. Claims (incl. associated boilerplate texts provided by GLOBALG.A.P.) shall be strictly subject to the 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 of the products, or at the point of sale where they are directly associated with products; (ii) may only be used in the manner provided by GLOBALG.A.P. and not altered, modified, or distorted in any way; (iii) 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 GLOBALG.A.P., or that is false or misleading or violates the rights of others, any Applicable Law or public policy; and (iv) may not be used as part of CB/VB's company name or in any other way that identifies GLOBALG.A.P. as part of CB/VB's business, or that otherwise mischaracterizes the relationship between GLOBALG.A.P. and CB/VB (the provisions under (ii) to (iv) also apply to GLOBALG.A.P. Identification Numbers). The Parties may agree upon variations of usage; any such amendments shall be in writing to be valid.
- 3.3 GLOBALG.A.P. grants to CB/VB the right to enter into Sublicense and Certification Agreements with CPs and thereby grant the respective CPs a right to distribute and market their products (and the products of related PGMs) under the GLOBALG.A.P. Trademarks, the GLOBALG.A.P. Identification Numbers and the GLOBALG.A.P. Claims (incl. associated boilerplate texts provided by GLOBALG.A.P.) in accordance with the 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").

CB/VB shall ensure by agreeing upon appropriate additional contractual provisions and/or by taking other appropriate additional measures that its CPs and related PGMs act and exercise the rights granted under the Sublicense and Certification Agreements only in compliance with the limitations set forth in this Agreement and the GLOBALG.A.P. System Rules, and that its CPs and related PGMs (i) distribute and market their products under GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and/or GLOBALG.A.P. Claims only to the extent that these products have been registered with CB/VB and are produced, handled, and/or traded in production sites or locations registered with CB/VB in full compliance with the compulsory conditions of the relevant GLOBALG.A.P. System Rules; and (ii) do not grant further sublicenses of GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, or GLOBALG.A.P. Claims to any third party. Without GLOBALG.A.P.'s prior written consent, deviations from the Sublicense and Certification Agreement shall be permitted only with respect to its term. In this respect, however, the Parties agree that Sublicense and Certification Agreements shall provide for a minimum term of one (1) year up to a maximum term of four (4) years and that renewal periods for terms of one (1) to four (4) years are permissible.

- 3.4 The provisions of clause 3.2 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 4.2 of this Agreement. In addition, the granting of any rights under this Agreement with respect to Benchmarked Checklists, localg.a.p. standards, or add-ons is subject to the continued existence of the respective Benchmarked Checklist, localg.a.p. standard, or add-on, the underlying agreement between the owner of the Benchmarked Checklist, localg.a.p. standard, or add-on and GLOBALG.A.P., and approval of CB/VB by such owner. If such Benchmarked Checklist, localg.a.p. standard, or add-on or the underlying agreement between the owner and GLOBALG.A.P. is terminated or the owner does not grant or withdraws its CB/VB approval, the Licensed Scope shall be reduced accordingly.
- 3.5 Upon GLOBALG.A.P.'s request, CB/VB shall provide GLOBALG.A.P. with representative samples of materials and media produced, distributed, or otherwise used by CB/VB and/or CPs 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 GLOBALG.A.P.) are used.
- 3.6 The rights granted to CB/VB under this Agreement do not include any rights the exercise of which would violate Applicable Laws. For the avoidance of doubt, GLOBALG.A.P.'s request and/or verification of any sample material in accordance with clause 3.4 of this Agreement or otherwise is not to be construed to mean that GLOBALG.A.P. has determined that the material conforms with Applicable Laws.



- 3.7 CB/VB shall promptly cease and desist from any and all provision of Licensed Service and 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 CB/VB does not comply in full with this Agreement or the GLOBALG.A.P. System Rules, or upon termination of this Agreement for any reason (except as set forth otherwise in clause 12.6 of this Agreement). CB/VB shall ensure that any of its CPs and related PGMs immediately cease and desist from the use of any rights granted to them (including the rights to use GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and GLOBALG.A.P. Claims) in the event that the respective CP or related PGMs does not comply in full with the Sublicense and Certification Agreement or the GLOBALG.A.P. System Rules, or upon termination of this Agreement or the Sublicense and Certification Agreement for any reason.

4 PROVISION OF LICENSED SERVICES AND USE OF DATA

- 4.1 CB/VB shall be responsible for carrying out the Licensed Services in compliance with the relevant GLOBALG.A.P. System Rules and the provisions set forth in this Agreement. GLOBALG.A.P. and any agents commissioned by GLOBALG.A.P. are entitled to participate, upon prior notice, in any Licensed Services carried out by CB/VB.
- 4.2 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 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 Systems. CB/VB shall furthermore enter into the GLOBALG.A.P. IT Systems all relevant producer and product registration and status data, the completed evaluation checklists, and any further results and other information requested by GLOBALG.A.P. in accordance with the GLOBALG.A.P. System Rules. If CB/VB detects that any information entered into the GLOBALG.A.P. IT Systems is incorrect or incomplete, CB/VB shall take all appropriate actions to ensure that correct and complete information is entered. Unless otherwise agreed in writing with the CP, 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.
- 4.3 GLOBALG.A.P. shall be entitled to make the data uploaded by CB/VB in the GLOBALG.A.P. IT Systems 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, GLOBALG.A.P. is 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 GLOBALG.A.P., including, but not limited to, the further development and improvement of the GLOBALG.A.P. System, GLOBALG.A.P. services, and the development and marketing of new products (e.g., benchmarking tools, impact assessments, monitoring, reports, and evaluation services). The rights granted to GLOBALG.A.P. in relation to the data are nonexclusive and include all rights necessary for GLOBALG.A.P. 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.

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For the avoidance of doubt, the mandatory provisions of the Data Protection Regulations supersede any conflicting provisions contained in this clause 4.3.

- 4.4 GLOBALG.A.P. is entitled to directly instruct CB/VB to carry out announced or unannounced audits of CPs and/or related PGMs. For the avoidance of doubt, GLOBALG.A.P. shall not be required to compensate CB/VB for such audits.
- 4.5 If CB/VB detects that a CP or a related PGM fails to comply with an applicable GLOBALG.A.P. System Rule, CB/VB shall impose sanctions (e.g., warnings, cancellation/termination of the Sublicense and Certification Agreement and/or product suspensions in accordance with clause 8.3 of the Sublicense and Certification Agreement) on the CP and/or related PGMs in accordance with the GLOBALG.A.P. System Rules to particularly ensure the rectification of the non-conformance and CP's and related PGM's future compliance with the GLOBALG.A.P. System Rules. In this regard, the Parties agree that any CP or related PGM (or applicant CP/PGM) misusing GLOBALG.A.P. Trademarks, GLOBALG.A.P. Identification Numbers, and/or GLOBALG.A.P. Claims shall be excluded from the GLOBALG.A.P. System for twelve (12) months (applicant CPs/PGMs shall be listed as excluded as well and CB/VB shall check this list before registering a new applicant in the GLOBALG.A.P. IT Systems). CB/VB shall notify GLOBALG.A.P. of any sanctions imposed on a CP or a related PGM and ensure that the sanctioned party complies with the sanction and rectifies the non-conformance. CB/VB agrees that GLOBALG.A.P. may notify the public of instances where certificates have been suspended or canceled, including the names and addresses of the involved CB/VB and CP, the affected products, and the relevant GLOBALG.A.P. Identification Numbers. CB/VB shall cooperate with GLOBALG.A.P. by documenting rectification efforts and providing evidence for corrective actions taken by the CP. Upon GLOBALG.A.P.'s request, CB/VB 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), and provide further cooperation services (clauses 8.1 and 8.2 shall apply accordingly). For the avoidance of doubt, GLOBALG.A.P. may directly impose sanctions on a CP in accordance with the relevant provisions of the Sublicense and Certification Agreement and the GLOBALG.A.P. System Rules.
- 4.6 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.
- 4.7 With regard to the access granted to the GLOBALG.A.P. IT Systems, CB/VB shall (i) ensure that no unauthorized persons use CB/VB's access credentials; (ii) monitor, collect, and maintain records (including descriptions of roles and responsibilities) concerning all persons who have been given access by CB/VB and provide GLOBALG.A.P. with such records – to the extent permitted under Applicable Laws – upon request by GLOBALG.A.P.; and (iii) promptly notify GLOBALG.A.P. in the event of any non-conformance to the foregoing requirements (e.g., compromised access credentials) and take appropriate measures to prevent any re-occurrence of such non-conformance.

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- 4.8 GLOBALG.A.P. agrees that CB/VB may subcontract the provision of Licensed Services only to individual freelancers. Subcontracting the provision of Licensed Services to other third parties is not permitted. GLOBALG.A.P.'s foregoing consent may be revoked at any time. CB/VB shall ensure that with respect to any subcontracted portion of the Licensed Services, the subcontractor has obligations vis-à-vis CB/VB that correspond to those CB/VB has vis-à-vis GLOBALG.A.P. Without limiting the foregoing, the contract between CB/VB and the subcontractor shall not contain any provision the performance of which would interfere with, breach, or vary from any obligation of CB/VB under this Agreement or the GLOBALG.A.P. System Rules. CB/VB shall remain primarily liable and responsible for (i) supervision and monitoring of its subcontractors in accordance with the requirements of this Agreement; and (ii) the acts and omissions of its subcontractors as if they were acts and omissions of CB/VB.

5 SCHEME MANAGER AND STAFF OF CB/VB

- 5.1 CB/VB shall nominate one contact person (hereinafter referred to as the “scheme manager”) who will be the representative of CB/VB to GLOBALG.A.P. in accordance with the GLOBALG.A.P. system rules. CB/VB shall bear all expenses relating to the activities of the scheme manager unless otherwise specified in the GLOBALG.A.P. system rules.
- 5.2 CB/VB shall (i) register its entire relevant staff, including its assessors, inspectors, and auditors, as well as any freelancers in accordance with the GLOBALG.A.P. System Rules; (ii) ensure that its registered staff has completed and passed all training and exams required by the GLOBALG.A.P. System Rules; (iii) provide its staff with any further training required to provide the Licensed Services; (iv) monitor and document that the requirements for the qualification of its staff, including the requirements for passing training and exams and any further requirements for maintaining competence, are complied with at all times; and (v) provide GLOBALG.A.P. with appropriate supporting documentation upon request.
- 5.3 GLOBALG.A.P. has the right to require CB/VB, by written notice, to remove from the provision of the Licensed Services any member of CB/VB's staff (including, but not limited to, employees and freelancers) if such member violates the GLOBALG.A.P. System Rules or Applicable Laws. CB/VB shall, following receipt of such notice, promptly replace the relevant member with a suitable and properly qualified replacement.

6 GLOBALG.A.P. RESPONSIBILITIES

- 6.1 GLOBALG.A.P. shall (i) maintain the GLOBALG.A.P. system within the Territory; (ii) engage in the continuous development of its standards and for add-ons the identification and traceability of products in the food supply chain; and (iii) compile information, advertising, or promotional materials concerning the GLOBALG.A.P. System and make these available to CB/VB. CB/VB shall not alter GLOBALG.A.P. information, advertising, or promotional materials without GLOBALG.A.P.'s prior written approval.
- 6.2 GLOBALG.A.P. may provide consultancy services (paid or free of charge) to CPs or related PGMs on the application of the GLOBALG.A.P. System and any further questions CPs or related PGMs may have concerning the GLOBALG.A.P. System.

7 ACCREDITATION

- 7.1 If required by the Licensed Scope (as specified in the GLOBALG.A.P. System Rules), CB/VB shall achieve accreditation by an AB in accordance with the GLOBALG.A.P. System Rules.
- 7.2 CB/VB shall – proactively and upon GLOBALG.A.P.’s request – provide GLOBALG.A.P. with all information related to its current accreditation status (and permit the responsible AB to do so), including, but not limited to, the following information: (i) accreditation status of CB/VB as relevant for the Licensed Services; (ii) date of any scheduled audit or other visits by AB relating to CB/VB’s accreditation as relevant for the Licensed Services; (iii) details of any possible instances of non-compliance raised by an AB relating to the Licensed Services; (iv) CB/VB offices considered by the AB to be critical locations in terms of ISO/IEC 170 relating to the Licensed Services.

8 INTEGRITY PROGRAM

- 8.1 CB/VB authorizes GLOBALG.A.P. to conduct Integrity Assessments in CB/VB’s premises and shall ensure that GLOBALG.A.P. is allowed unrestricted access to conduct Integrity Assessments in CPs’ and related PGMs’ sites in accordance with the relevant GLOBALG.A.P. System Rules.
- 8.2 CB/VB shall actively cooperate with GLOBALG.A.P. during Integrity Assessments and regarding any other Integrity Program activities such as complaint investigations. CB/VBs shall (i) grant GLOBALG.A.P. access to and provide GLOBALG.A.P. with any documents and other information relevant to complete Integrity Assessments within the timeframe required by GLOBALG.A.P.; (ii) cooperate with GLOBALG.A.P. in the management and processing of complaints (related to a CP, PGM, or CB/VB; in particular, CP shall not refuse, hinder, or avoid any CB/VB investigations for residue, contamination, traceability, fraud, or other, otherwise CP may be suspended); (iii) provide GLOBALG.A.P. with, or enable GLOBALG.A.P. or third parties instructed by GLOBALG.A.P. to directly take, samples of CP and related PGM products for laboratory analysis (e.g., in the event of complaints relating to residues, contaminations, traceability violations or fraud). The Parties agree that GLOBALG.A.P. may send reports/summaries of its Integrity Assessments and/or other Integrity Program activities to the relevant Benchmarked Checklist owners, ABs, complainants, and the affected CP.
- 8.3 Each party shall bear its own costs in relation to Integrity Assessment visits and other Integrity Program activities as part of the surveillance, monitoring the compliance with the GLOBALG.A.P. System Rules. However, if non-conformance is revealed, GLOBALG.A.P. is entitled to charge CB/VB 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 or follow-up measures by GLOBALG.A.P. (such as additional visits), GLOBALG.A.P. is entitled to charge CB/VB for additional measures in accordance with the GLOBALG.A.P. System Rules. If the additional visits total more than three (3) days, CB/VB’s obligation to bear the costs for the visits shall be subject to a decision of the Integrity Surveillance Committee. CB/VB shall pay any such costs promptly upon receipt of an invoice from GLOBALG.A.P.
- 8.4 CB/VB accepts any sanctions, including fines and cost reimbursement obligations, imposed on CB/VB by GLOBALG.A.P. (where relevant, based on a proposal from the Integrity

Surveillance Committee and enforced by GLOBALG.A.P. in accordance with the GLOBALG.A.P. System Rules.

9 FEES

- 9.1 CB/VB shall pay to GLOBALG.A.P. the fees listed in the Fee Table. Accordingly, CB/VB shall be required to pay (i) an annual certification body license fee; and (ii) one-time fees for each application by CB/VB for additional scopes, standards, and add-ons in which CB/VB may provide Licensed Services.
- 9.2 The annual certification body license fee for the initial calendar year is invoiced after GLOBALG.A.P.'s positive evaluation of CB/VB's application but before the provisional approval, regardless of the date of full evaluation, and thereafter at the beginning of each calendar year. One-time fees will be invoiced immediately after they are incurred. Invoiced fees shall be paid by CB/VB to GLOBALG.A.P. within twenty-eight (28) days of receipt of the invoice.
- 9.3 In the event that CB/VB fails to pay amounts invoiced within fifty-six (56) days of receipt of the invoice, GLOBALG.A.P. may charge CB/VB interest on such overdue sum at the rate of nine (9) percentage points above the basic rate of interest (per annum as calculated and announced by the German Bundesbank in accordance with the specifications of the European Central Bank). Furthermore, in the event that CB/VB fails to pay amounts properly invoiced within fifty-six (56) days of receipt of the invoice, CB/VB undertakes to pay GLOBALG.A.P. a contractual penalty amounting to €50, unless CB/VB can prove that the nonpayment was not due to its fault, or that the actual amount of damage incurred by GLOBALG.A.P. is lower than the contractual penalty. Further claims of GLOBALG.A.P. remain unaffected. Any interest for late payment (or any other compensation for damages resulting therefrom) to be paid by CB/VB to GLOBALG.A.P. shall be offset against the contractual penalty.
- 9.4 CB/VB shall be free to determine and agree with CPs on the fees for the provision of the Licensed Services by CB/VB. CB/VB's obligation to pay fees to GLOBALG.A.P. shall exist irrespective of CP's compliance with its obligations to pay fees to CB/VB under the Sublicense and Certification Agreement. CB/VB shall transparently disclose to the CPs the amount of fees payable by CB/VB to GLOBALG.A.P. with respect to the respective CP pursuant to the Fee Table.
- 9.5 Unless explicitly stated otherwise in the Fee Table, all fees listed in the Fee Table are exclusive of all applicable value added tax, goods and services taxes, sales and services taxes, and other similar taxes. Compliance with local tax laws imposing an obligation on CB/VB shall be the sole responsibility of CB/VB, and any costs, additional taxes, penalties, interest, or other charges associated with non-compliance shall be solely for the account of CB/VB.

10 OWNERSHIP AND DEFENSE OF THE GLOBALG.A.P. TRADEMARKS; THIRD-PARTY CLAIMS

- 10.1 GLOBALG.A.P. Trademarks licensed hereunder are the sole property of GLOBALG.A.P. During the term of this Agreement and thereafter, CB/VB shall not challenge GLOBALG.A.P.'s title to GLOBALG.A.P. Trademarks nor question or disrupt the validity of GLOBALG.A.P. Trademarks or this Agreement, nor aid others in doing so.
- 10.2 The Parties agree that all use of GLOBALG.A.P. Trademarks by CB/VB inures to the benefit of GLOBALG.A.P. CB/VB shall provide documents and information reasonably necessary with respect to activities required to maintain GLOBALG.A.P.'s rights in GLOBALG.A.P. Trademarks and to confirm GLOBALG.A.P.'s ownership of those rights. CB/VB shall cooperate with GLOBALG.A.P. in obtaining and maintaining GLOBALG.A.P. Trademark applications and registrations as may be required, for example by providing usage information.
- 10.3 CB/VB shall, without undue delay, inform GLOBALG.A.P. of any use of or application for a sign by any third party (i) which is identical to a GLOBALG.A.P. Trademark for goods or services which are identical to those for which a GLOBALG.A.P. Trademark enjoys protection; or (ii) if there is a likelihood of confusion for the public because of the identity or similarity of the sign to a GLOBALG.A.P. Trademark. CB/VB may not pursue infringements or dilutions of GLOBALG.A.P. Trademarks by third parties. However, its right to join in infringement or dilution proceedings filed by GLOBALG.A.P. in order to assert damages caused by the infringement or dilution, if any, shall remain unaffected.
- 10.4 CB/VB shall inform GLOBALG.A.P. of any third-party claims based on CB/VB's or a CP's use of GLOBALG.A.P. Trademarks, and CB/VB shall ensure by entering into a Sublicense and Certification Agreement that each CP immediately informs CB/VB of such proceedings. Upon request, GLOBALG.A.P. shall use efforts to assist CB/VB and CP in their defense against such claims.

11 LIABILITY AND INDEMNITY

- 11.1 GLOBALG.A.P. shall be liable for the full extent of damage suffered by CB/VB as a result of GLOBALG.A.P.'s intentional misconduct or gross negligence, in the event of culpable injury to life, body, and health and under the German Product Liability Act. In the event of culpable breach of essential contractual obligations, i.e., principal obligations which enable the proper execution of the agreement and upon which CB/VB 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 favor of GLOBALG.A.P.'s statutory representatives, executives, and vicarious agents.

- 11.2 CB/VB shall maintain, and shall provide GLOBALG.A.P. with, written proof that the provision of the Licensed Services by CB/VB is covered by an adequate insurance with a minimum coverage of € one million (€1,000,000) per occurrence, unless otherwise specified in the GLOBALG.A.P. system rules. CB/VB shall inform GLOBALG.A.P. of any changes to its insurance coverage and annually prove to GLOBALG.A.P. that it has sufficient insurance coverage.
- 11.3 CB/VB shall ensure that each CP and related PGM complies at all times with the provisions of the Sublicense and Certification Agreement and the GLOBALG.A.P. System Rules.
- 11.4 CB/VB shall defend, indemnify, and hold harmless GLOBALG.A.P., its affiliates and subsidiaries, and its respective officers, directors, employees, and agents, from and against any third-party claims, administrative fines and penalties (including, but not limited to, fines and penalties for violations of Data Protection Regulations), costs, losses, liabilities, expenses, and any other direct or indirect damages, including defense costs such as court costs and statutory lawyers' fees, arising from CB/VB's, CP's or related PGM's violation of this Agreement, a Sublicense and Certification Agreement, and/or the GLOBALG.A.P. System Rules. In addition, CB/VB shall provide GLOBALG.A.P. with all necessary information and make available any necessary assistance to defend against such claims and damages.

12 TERM AND TERMINATION

- 12.1 This Agreement becomes effective on the date it is signed by the Parties. The Agreement is entered into for an indefinite period. Either Party may terminate the Agreement at any time with a notice period of four (4) weeks.
- 12.2 Notwithstanding clause 12.1 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.
- 12.3 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) all Sublicense and Certification Agreements between CB/VB and CPs are terminated; (iii) there is no longer a Licensed Scope (e.g., due to a reduction of the Licensed Scope in accordance with clause 3.4); or (iv) 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 either Party.

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- 12.4 Additionally, cause for GLOBALG.A.P. to terminate this Agreement includes, but is not limited to, an instance where (i) CB/VB does not comply with the relevant GLOBALG.A.P. System Rules; (ii) CB/VB does not obey operational requirements and deadlines, such as not responding to GLOBALG.A.P.'s written requests for corrective actions within a reasonable period of time, unreasonably delaying the issuance of certificates, or not providing proof of a required accreditation in accordance with the GLOBALG.A.P. System Rules; (iii) CB temporarily or permanently loses an ISO/IEC 17065 accreditation required for the Licensed Scope; (iv) a CP registered by CB/VB has been found by a court of competent jurisdiction to have negligently violated national or international food law or any other Applicable Laws relevant for the products that are the subject of the Licensed Services or infringed or diluted a GLOBALG.A.P. Trademark, and CB/VB, after having received written notice of such violation, infringement, or dilution, fails to cause the CP to remedy the violation, infringement, or dilution within thirty (30) days thereafter; (v) CP asserts unjustified claims against GLOBALG.A.P., or spreads false information that is potentially damaging for the reputation of GLOBALG.A.P. and CB/VB does not terminate the Sublicense and Certification Agreement with the respective CP for cause without notice in accordance with the terms of the Sublicense and Certification Agreement upon GLOBALG.A.P.'s respective request; or (vi) outstanding payments are not settled by CB/VB within three (3) months after the second written warning by GLOBALG.A.P. (unless the underlying invoice is disputed by CB/VB and CB/VB therefore legitimately withholds the payment).
- 12.5 A termination of the Agreement shall be in text form to be effective.
- 12.6 If the Agreement is terminated by CB/VB, the provisions set forth in this Agreement and the GLOBALG.A.P. System Rules shall continue to apply to the certificates valid beyond the term of this Agreement. If the Agreement is terminated by GLOBALG.A.P., GLOBALG.A.P. may decide, in its sole discretion (i) whether the provisions of this Agreement and the GLOBALG.A.P. System Rules applicable to termination by CB/VB shall be applied to the certificates valid beyond the term of this Agreement; or (ii) whether the licenses granted to CB/VB under this Agreement and the sublicenses granted by CB/VB to CPs prior to the termination of this Agreement shall expire automatically, without exception, on the date on which the termination of this Agreement becomes effective. In the event of termination of this Agreement, CB/VB shall promptly (or within any other period specified in the GLOBALG.A.P. System Rules) return any documents and other material provided by GLOBALG.A.P., or, upon GLOBALG.A.P.'s request, destroy any such material, unless the material is necessary to fulfill the rights and obligations arising from this Agreement with regard to certificates valid beyond the term of this Agreement.
- 12.7 In the event of termination of this Agreement (for whatever reason), CB/VB shall provide CPs with all information and take all necessary measures to enable and support the conclusion of a Sublicense and Certification Agreement between CPs and new certification and/or verification bodies.

13 CONFIDENTIALITY

- 13.1 CB/VB is required to treat as strictly confidential all information, in whatever form, that GLOBALG.A.P. discloses or makes accessible to CB/VB, but only to the extent that a reasonable person would consider such information to be confidential (including, but not limited to, nonpublic information contained in the GLOBALG.A.P. IT Systems), regardless of whether or not such information is marked as confidential. CB/VB shall make appropriate arrangements to safeguard the confidentiality of such information at all levels of its structure, including committees and individuals acting on behalf of CB/VB.
- 13.2 The confidentiality obligation shall not apply to information which is required to be disclosed by Applicable Laws or which can be proven by CB/VB to have been (i) already known to, or in the possession of, CB/VB upon receipt of such information from GLOBALG.A.P.; (ii) legally received by CB/VB from a third party without violating any confidentiality obligation; (iii) already publicly known upon receipt of such information from GLOBALG.A.P., or publicly known thereafter through no wrongful act of CB/VB; or (iv) developed independently of the information received from GLOBALG.A.P. under this Agreement.
- 13.3 CB/VB shall not disclose to any third-party information about a CP or related PGM obtained in connection with the provision of the Licensed Services unless such disclosure is explicitly provided for in the Sublicense and Certification Agreement or explicitly permitted by the CP in writing. If CB/VB makes information about a CP or related PGM available to a third party (e.g., an AB or a Benchmarked Checklist owner), CB/VB shall inform the CP and GLOBALG.A.P. accordingly.
- 13.4 Upon GLOBALG.A.P.'s request, CB/VB shall return to GLOBALG.A.P. all of GLOBALG.A.P.'s property and all documentation of confidential information in CB/VB's possession that relates to GLOBALG.A.P. (as well as copies or other reproductions thereof). The same applies to electronically stored data. CB/VB recognizes that GLOBALG.A.P.'s property and the documentation of GLOBALG.A.P.'s confidential information are the sole property of GLOBALG.A.P. or its licensors. CB/VB has no right of retention with regard to such property or documentation.

14 DATA PROTECTION

- 14.1 CB/VB shall comply with Data Protection Regulations at all times.
- 14.2 To the extent permitted under Data Protection Regulations, CB/VB shall cooperate fully with GLOBALG.A.P. and provide such assistance as GLOBALG.A.P. may reasonably require to demonstrate its and CB/VB's compliance with Data Protection Regulations. This includes (i) providing reasonable assistance to GLOBALG.A.P. in dealing with or responding to third party access requests or complaints; and (ii) providing any information that demonstrates CB/VB's compliance with Data Protection Regulations or that helps or enables GLOBALG.A.P. to respond to requests received from a third party.
- 14.3 Without prejudice to the other provisions of this Agreement, CB/VB shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Personal Data.
- 14.4 CB/VB shall refrain from entering information into the GLOBALG.A.P. IT Systems that identifies the CP's or related PGM's employee(s) or any other natural person(s) related to the CP or related PGM (or that makes such natural persons identifiable) without the prior written consent of the relevant CP or related PGM.

15 ANNEXES AND AMENDMENTS

15.1 The following annexes to this Agreement form part of the Agreement:

- Annex 1: GLOBALG.A.P. System Rules and tools, 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: Sublicense and Certification Agreement template in its most recent version (as published on the GLOBALG.A.P. website)

15.2 GLOBALG.A.P. may offer to CB/VB changes to nonessential clauses of this Agreement at any time without stating reasons. Any such amendment shall require GLOBALG.A.P. to notify CB/VB of the proposed changes by email at least seven (7) days before the date they become effective. If CB/VB disagrees with the revised Agreement, CB/VB may terminate this Agreement as provided for in clause 12.2. If CB/VB 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. GLOBALG.A.P. will inform CB/VB in the notice offering the changes about the right to object to the changes by terminating the Agreement.

15.3 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 GLOBALG.A.P. and the bodies entrusted with the further development of the GLOBALG.A.P. System Rules. For this reason, the Parties agree that the GLOBALG.A.P. System Rules – in addition to the right to amend the Agreement pursuant to clause 15.2 above – may be amended with effect between the Parties as follows: GLOBALG.A.P. may inform CB/VB of proposed changes to the GLOBALG.A.P. System Rules by email at least twenty-one (21) days before the date they become effective. If CB/VB disagrees with the revised GLOBALG.A.P. System Rules, CB/VB may terminate this Agreement as provided for in clause 13.2. If CB/VB 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. GLOBALG.A.P. will inform CB/VB in the notice offering the changes about the right to object to the changes by terminating the Agreement.

15.4 CB/VB shall inform CPs of any amendments to the GLOBALG.A.P. System Rules in accordance with the Sublicense and Certification Agreement. Where a CP objects to amendments, CB/VB shall terminate the Sublicense and Certification Agreement with the CP upon GLOBALG.A.P.'s request.

16 GOVERNING LAW AND ARBITRATION

- 16.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement (including noncontractual disputes or claims) shall be exclusively governed by and construed in accordance with the laws of Germany. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 16.2 All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the arbitration rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The number of arbitrators shall be three (3). The place of arbitration is Frankfurt am Main, Germany, and the language of the arbitration proceedings shall be English.

17 MISCELLANEOUS

- 17.1 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 previous license and certification agreement agreed upon between the Parties. To the extent that a previous license and certification agreement between the Parties is in effect on the effective date of this Agreement, the Parties agree that the provisions of such former license and certification agreement shall continue to apply with respect to all Sublicense and Certification Agreements already entered into under the former license and certification agreement on the effective date of this Agreement until no such former Sublicense and Certification Agreement remains in effect, but no later than until 31 August 2023.
- 17.2 Neither Party may 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. Upon execution of this Agreement, CB/VB agrees that GLOBALG.A.P. may assign its rights and/or transfer its obligations under this Agreement to affiliated companies.
- 17.3 CB/VB shall not be entitled to set off any claims of GLOBALG.A.P. that arise in connection with this Agreement unless CB/VB's claim has been established by final judgment or is undisputed by GLOBALG.A.P. CB/VB shall not be entitled to any right of retention unless CB/VB's claim has been established by final judgment or is undisputed by GLOBALG.A.P.
- 17.4 Nothing in this Agreement confers any exclusivity on CB/VB. CB/VB is not granted any exclusivity with regard to the provision of Licensed Services.
- 17.5 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.
- 17.6 This Agreement is binding upon the Parties and each of their respective successors and permitted assigns. Unless otherwise provided for in clauses 15.2 and 15.3, 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.

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- 17.7 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.
- 17.8 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.
- 17.9 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. CB/VB furthermore acknowledges and accepts that it has no authority to act on behalf of GLOBALG.A.P. and agrees that it will not conclude any contract binding GLOBALG.A.P. whether under power of attorney or otherwise.
- 17.10 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.

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SIGNATURES

CB/VB

GLOBALG.A.P.

François Luquet

Elmé Coetzer-Boersma

Signature of authorized representative

Signature of authorized representative

François Luquet

Elmé Coetzer-Boersma

Name of authorized representative

Name of authorized representative

Directeur

GLOBALG.A.P. Managing Director

Title of authorized representative

Title of authorized representative

16-08-2022

18-08-2022

Date signed

Date signed

Aire sur l'ADOUR

Cologne, Germany

Place signed

Place signed



FoodPLUS GmbH
Spichernstraße 55
50672 Köln (Cologne)
Phone +49 (0) 221-5 77 76-0
Fax +49 (0) 221-5 77 76-1999

Company seal/stamp

Company seal/stamp

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