

Conditions of participants Agro CloSer Foundation

Version: December 18, 2020

The Agro Cloud Services Foundation (hereafter: 'Agro CloSer') aims to promote automatic data exchange by means of electronic communication between suppliers of products and/or services relevant to plant production and their customers/users. For this purpose, a system consisting of a digital infrastructure has been developed that enables electronic communication with other Agro CloSer participants (the Agro CloSer solution) on the basis of standardised messages and via a central hub. The message standards are initially limited to a message set for data exchange on plant protection products. The intention is to develop message sets for other products and/or services relevant to plant production, so that within the digital infrastructure about these products/services also can be communicated in a standardised manner.

In principle, all legal entities that market, purchase or apply products and/or services relevant to plant production within the European Economic Area may use the Agro CloSer solution as a participant. A company can make this known by means of a designated registration form, which indicates for which products/services the company wishes to participate.

By submitting the registration form, the company agrees to the following participant conditions:

1. Conclusion of the participant agreement

- a) Participation in Agro CloSer is open to legal entities that market, purchase or apply products and/or services relevant to plant production within the European Economic Area.
- b) Participation in Agro CloSer is realised by sending the fully completed and signed application form and after a decision of the board of Agro CloSer on the admission.

2. Agro CloSer responsibilities

- a) Agro CloSer was created to facilitate the traceability of products and/or services relevant to plant production within the European Economic Area. Agro CloSer makes every effort to achieve traceability of these products and services for the benefit of its affiliated participants.
- b) Agro CloSer develops and maintains message standards?, in cooperation with the owner(s) of message standards, on the basis of which electronic communication about products and/or services of interest to plant production is made possible. The intellectual property right to these message standards does not rest with Agro CloSer.
- c) Agro CloSer has an agreement with a software provider for the development and maintenance of the digital infrastructure, including a central hub, which allows Agro CloSer participants to communicate with each other based on the message standards referred to in point (a) of this article. The intellectual property rights to this digital infrastructure rest with the contracted software provider, which acts on behalf of Agro CloSer. In order to obtain a right of use of the digital infrastructure, the participant is obliged to enter into an agreement with the software provider.
- d) Agro CloSer is aware that the data exchanged through the digital infrastructure referred to in point (b) of this article are of a commercially sensitive nature and may consist of personal data. Agro CloSer has therefore made agreements with the software provider, in order to ensure that this data is only accessible to the parties

directly involved in the transaction and the ownership of this data is not transferred. Agro CloSer has also made agreements with the software supplier about the purposes for which the software supplier can use the data, a standard retention period and appropriate security of the data (exchange) without limiting the functionality of the digital infrastructure. These agreements are also part of the agreement between the participant and the software supplier.

- e) Agro CloSer gives participants the right to participate in meetings of participants. Agro CloSer may adopt a regulation regulating the responsibilities and procedures of the meeting of participants.
- f) Agro CloSer gives the participant the right of use to use the Agro CloSer logo to indicate that the company in question participates in Agro CloSer. Agro CloSer has the right to impose conditions on the use of the Agro CloSer logo.
- g) Agro CloSer accepts no liability whatsoever for any damage or costs arising from participation in Agro CloSer, or due to the non-functioning or malfunctioning of the standardised messages or the digital infrastructure.

3. Participant's obligations

- a) In order to obtain a right of use on the standardised messages, the participant is obliged to enter into an agreement with the owner of the message standard and to meet the costs involved.
- b) The participant shall take care of the hardware and software required to use the standardised messages and digital infrastructure. Agro CloSer makes every effort to ensure that the owner(s) of the message standards, and the software provider, provide clear specifications the participant's hardware and software must comply with. Agro CloSer is not responsible for providing these specifications to participants.
- c) The participant bears the costs and risk of using the digital infrastructure offered by the software provider contracted by Agro CloSer.
- d) By participating in Agro CloSer, the participant does not acquire intellectual property rights to the digital infrastructure or other matters.

4. Participant fees

- a) The participant is obliged to pay a participant fee, as determined annually by Agro CloSer, per country that uses Agro CloSer 's solutions for automatic data exchange for the whole year.
- b) Agro CloSer has the right to transfer the claim against the participant for the participant fee to the software provider as referred 22(c), provided that this is notified to the participant by Agro CloSer.
- c) Agro CloSer has the right to establish a different annual participant fee on the basis of the nature of the company and the message sets used by the participant.
- d) After consulting the meeting of participants, changes to the annual participant fee shall be announced in writing no later than 31 November of the year preceding the year to which the change relates.
- e) In principle, the participant is obliged to pay the entrance fee established by Agro CloSer per country using Agro CloSer's solutions for automatic data exchange. The established entrance fee is set out in Annex 1.
- f) Agro CloSer has the right to establish a different entrance fee based on the nature of the company.
- g) Participants who are affiliated to a representative organisation that has (partly) financed the founding of Agro CloSer may be exempted in whole or in part from the entrance fee in proportion to the investment made by the relevant representative organisation.

- h) In the event of late payment of the invoiced amounts, Agro CloSer is entitled to charge an interest on late payments at the applicable statutory interest over the period of default and reserves the right to transfer this claim to third parties. Agro CloSer may also decide to suspend the rights acquired by the participant on the basis of the participant agreement until a complete, irrevocable and unconditional payment has been made.
- i) All amounts are exclusive of VAT.

5. Duration and termination

- a) The participant agreement is entered into for the period of one year and is tacitly renewed for one year each time.
- b) Termination of the participant agreement takes place after written termination by the company, taking into account a notice period of three months. The entrance fee (as referred to in Article 4(e) and prepaid participant fees (as referred to in Article **Fout! Verwijzingsbron niet gevonden.**(a) remain due.
- c) Agro CloSer has the right to terminate the participant agreement with immediate effect if the company acts in violation of the conditions for participation as described in this document, or if a participant uses the infrastructure offered through Agro CloSer improperly or in such a way that unnecessary damage is caused, without prejudice to the right of Agro CloSer and the companies concerned to claim compensation for that damage.
- d) Participation ends automatically if one of the parties ceases the enterprise, becomes bankrupt or applies for a suspension of payment.
- e) As soon as participation in Agro CloSer ends, the participant will terminate the use of the Agro CloSer logo and the participant no longer has the right to attend the meeting of participants.
- f) As soon as participation in Agro CloSer ends, Agro CloSer will immediately inform the relevant owner of the message standards used by the participant (as referred to in Article 2 and the software provider (as referred to in Article 2

6. Privacy

- a) The participant is obliged to only process personal data in the context of standardised communication via the digital infrastructure, if this is in accordance with the applicable legal requirements (as set out in the General Data Protection Regulation). This means that the participant only processes personal data in this context if this is necessary and there is a basis for this.
- b) Agro CloSer is in no way responsible or involved in the processing of personal data in the context of the participant's message via the digital infrastructure.
- c) Agro CloSer makes agreements with the contracted supplier of the digital infrastructure about compliance with the applicable laws and regulations for the processing of personal data.

7. Final provisions

- a) After consulting the meetings of participants, Agro CloSer may change these terms and conditions by notifying the participant, as of the date indicated therein.
- b) Dutch law applies to this agreement.
- c) Any disputes that cannot be settled amicably will be submitted to the court competent in The Hague.

Appendix 1 – entrance fee and annual contribution for participants

Manufacturers, importers or agents

Entrance fee per country € 1.700

Annual contribution per country € 200

Distributors

Entrance fee per country € 450

Annual contribution per country € 200

Logistics service providers

Entrance fee per country € 1.700

Annual contribution per country € 200

Manufacturers, importers or agents shall mean:

- 'Manufacturers' means a natural or legal person who manufactures or has manufactured products and/or services relevant to plant production and trades them under his name or trade mark;
- 'Importers' means any natural or legal person established in the Union who makes entries products and/or services relevant to plant production from a third country into the Union;
- 'Authorised representative' means any natural or legal person established in the Union who has been authorised in writing by a manufacturer to perform specified tasks on his behalf.

Distributors shall mean:

- any natural or legal person in the supply chain, other than the manufacturer or importer, who offers products and/or services relevant to plant production on the market.

Logistics service providers are understood to mean:

- any natural or legal person who, on behalf of a manufacturer, importer, authorised representative or distributor, provides logistics in respect of products and/or services relevant to plant production.

Belgium / GD Luxembourg are considered as one country.