

## Registered Trainer License Terms and Conditions

### 1. General Information

**1.1** FoodPlus GmbH, Spichernstr. 55, 50672 Cologne, Germany (hereinafter referred to as "GLOBALG.A.P.") offers a registered trainer program for GLOBALG.A.P. standards for selected persons (hereinafter referred to as "Registered Trainer" (hereinafter GLOBALG.A.P. and the Registered Trainer also together referred to as "Parties" or solely as "Party").

**1.2** The Registered Trainer for GLOBALG.A.P. standards are independent, GLOBALG.A.P. trained trainers who have completed a dedicated training course provided by the GLOBALG.A.P. Academy and are therefore eligible to hold training courses on GLOBALG.A.P. standards for safe and responsible farming. They may be interested in acquiring rights to use the Registered Trainer program seal or other benefits as defined in these Terms and Conditions and/or the Registered Trainer License Agreement (hereinafter together referred to as "the License Agreement" or solely "the Agreement").

**1.3** Prerequisite for the participation in the registered trainer program for GLOBALG.A.P. is (i) the successful completion of the dedicated training course provided by the GLOBALG.A.P. Academy and (ii) the conclusion of a License Agreement, of which these Terms and Conditions are an essential part of.

**1.4** GLOBALG.A.P. offers the registered trainer program for GLOBALG.A.P. exclusively to entrepreneurs as defined by Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), i.e. natural or legal persons or a partnership with legal capacity (as well as their employees), who or which, when entering into a legal transaction, act in exercise of their trade, business or profession.

**1.5** Any terms and conditions of the Registered Trainer or other third parties that deviate from or complement these Terms and Conditions shall not apply.

**1.6** The conclusion of the License Agreement is performed online and/or by individual arrangement with GLOBALG.A.P. The License Agreement may be concluded between GLOBALG.A.P. and the Registered Trainer or between GLOBALG.A.P. and a legal entity the Registered Trainer belongs to (e.g., as employee). In the event the contractual partner is a legal entity, the contractual partner must name the Registered Trainer and give the Registered Trainer's personal data required in the online process. If the contractual party is a legal entity, the Registered Trainer's and/or Parties' duties and obligations described in these Terms and Conditions apply accordingly to the given contractual party, unless it specifically or logically refers to the Registered Trainer as a natural person.

**1.7** By clicking on the order button in the online flow, the Registered Trainer submits a

binding offer to GLOBALG.A.P. to conclude the License Agreement. Before sending the offer, the Registered Trainer may correct her/his entries using the correction tools provided and explained in the order process. Confirmation of receipt of the Registered Trainer's offer is sent immediately by email. The License Agreement shall be concluded upon receipt of GLOBALG.A.P.'s declaration of acceptance by the Registered Trainer in the form of another email. GLOBALG.A.P. reserves the right to deny applications for the program.

**1.8** The Registered Trainer may print or save the text of the License Agreement (in form of these Terms and Conditions) during the ordering process and before conclusion of the License Agreement by means of the print or save function of the Partner's browser. The language available for the conclusion of the contract is English.

### 2. Subject of these Terms and Conditions

**2.1** These Terms and Conditions govern the participation and licensing of the Registered Trainer in the registered trainer program for GLOBALG.A.P. standards.

**2.2** GLOBALG.A.P. offers certain services to the Registered Trainer such as discounts, trainings, participation in committees, access to databases and promotions.

**2.3** The Registered Trainer will be listed on a subpage of the GLOBALG.A.P. website (<https://www.globalgap.org>) with the contact information, the approved and licensed training scope, and the company logo, if applicable. GLOBALG.A.P. reserves the right, to deny, remove or amend such entries on the GLOBALG.A.P. Academy website, if this is necessary to comply with legal obligations or with legitimate interests of GLOBALG.A.P.

**2.4** More details and benefits of the registered trainer program are published on the GLOBALG.A.P. Website (<https://www.globalgap.org>).

### 3. Obligations of the Registered Trainer

**3.1** The Registered Trainer guarantees that the Registered Trainer is authorized and no laws applicable to the Registered Trainer prohibit it, to enter into this License Agreement and to undertake the obligations and rights associated herewith. The Registered Trainer shall adhere to all applicable national or international laws and regulations.

**3.2** The Registered Trainer shall attend obligatory trainings on a regular basis if offered by GLOBALG.A.P. Academy to maintain the license and pass corresponding exams if applicable. In the event the Registered Trainer denies the participation in an obligatory training provided by GLOBALG.A.P. Academy and/or fails to pass the corresponding exams, GLOBALG.A.P. may deny the grant of the rights according to Clause 4 and Clause 5 and/or remove the Registered Trainer from the

GLOBALG.A.P. Academy website (Clause 2.3) until the Registered Trainer has participated in the training and successfully passed the corresponding exam. GLOBALG.A.P. will create and conduct the obligatory trainings and the corresponding exams at its own discretion and inform the Registered Trainer in due time in each case, providing more detailed information and deadlines. The trainer has no right to a certain number of trainings or exams or trainings or exams at a certain time.

**3.3** The Registered Trainer may provide the Registered Trainer's services towards the Registered Trainer's clients solely in its own name and on its own account. The Registered Trainer shall in no event be entitled to legally represent GLOBALG.A.P. or to undertake any actions that make the impression that the Registered Trainer would be entitled to represent GLOBALG.A.P.

**3.4** When using GLOBALG.A.P.'s name or logo the Registered Trainer shall be responsible for carrying out the consultancy activities in compliance with the relevant GLOBALG.A.P. system rules. The current versions of the applicable GLOBALG.A.P. system rules are published on the GLOBALG.A.P. website ([www.globalgap.org](http://www.globalgap.org)) or provided separately.

**3.5** Nothing in this License Agreement shall be construed to create any joint venture, employee relationship or other legal relationship between the Parties other than as described in these Terms and Conditions. Neither Party is entitled to make any declarations of intent or other statements for or on behalf of the other Party. In particular, the Registered Trainer shall not act or appear to act as an employee, agent or other vicarious agent of GLOBALG.A.P. or to reflect the opinion of GLOBALG.A.P.

**3.6** The Trainer guarantees, that no actions, statements and representations (including but not limited to the use of the seal according to Clause 4) of the Registered Trainer could create or maintain the impression that these actions, statements or representations of the Registered Trainer would be such of GLOBALG.A.P. or that there would be a relationship in terms of Clause 3.5.

**3.7** The Registered Trainer shall actively cooperate with GLOBALG.A.P. during the management of complaints or integrity issues such as residues, contamination, traceability, or fraud concerning any stakeholder including, but not limited to certification bodies, GLOBALG.A.P. members, and certified and non-certified producers.

**3.8** Insofar GLOBALG.A.P. provides online accounts for the Registered Trainers, the Registered Trainer is obliged to actively operate such an online account and to keep her/his data in connection with this Agreement in this account up to date. There is no entitlement to such an online account. GLOBALG.A.P. shall provide the Registered Trainer with all the



information required for this purpose and also with the terms and conditions that apply for the use of the online account.

#### 4. Grant of License: GLOBALG.A.P.

**4.1** Subject to these Terms and Conditions and in particular to the following paragraphs in this Clause 4, GLOBALG.A.P. hereby grants, for the term of this Agreement, a non-exclusive, non-sublicensable and non-transferable license to the Registered Trainer to use the Registered Trainer seal as defined in the GLOBALG.A.P. Trademarks Use: Policy and Guideline (**Annex 1** to these Terms and Conditions). For clarification: This License Agreement does not grant the right to use the Registered Trainer seal in the territories of the USA and Canada. For these territories, the conclusion of a separate agreement is required.

**4.2** The Registered Trainer shall neither use the Register Trainer seal 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 or any other third party's business or that there are any connections or relations between the Parties other than described in these Terms and Conditions.

**4.3** The Registered Trainer seal 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, Registered Trainer shall not undertake any actions that could have a negative impact in this regard, in particular not challenge any such rights.

**4.4** The Registered Trainer 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. The Registered Trainer shall cooperate with GLOBALG.A.P. in obtaining and maintaining applications as may be required, for example by providing usage information.

**4.5** Registered Trainer shall use the Registered Trainer seal, 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.

#### 5. Usage Rights: Training Material

**5.1** GLOBALG.A.P. shall provide training material related to the licensed training scope of the Registered Trainer (hereinafter referred to as “**the Training Material**”). GLOBALG.A.P. determines the content, scope and form of the Training Material at GLOBALG.A.P.'s own discretion. Unless otherwise agreed, the Training Material will be provided in digital form (download or provision via email).

**5.2** GLOBALG.A.P. shall grant Registered Trainer the possibility to advertise their scheduled training courses/workshops on the GLOBALG.A.P. Academy website. The manner

and design of this advertising is at GLOBALG.A.P.'s own discretion. GLOBALG.A.P. reserves the right to refuse, remove or amend the advertising from the GLOBALG.A.P. Academy website, especially if there is evidence of a violation of these Terms and Conditions or any other applicable rules (as provided on the GLOBALG.A.P. Academy website).

**5.3** The Registered Trainer does not have the right to make any changes to the Training Material nor translate it without prior written approval by GLOBALG.A.P.

**5.4** The Registered Trainer may offer training courses/workshops related to the licensed training scope to customers and use the Training Material to train the participants as described on the GLOBALG.A.P. website.

The Registered Trainer shall use the Training Material in such training courses/workshops only in the manner provided by GLOBALG.A.P. and only in compliance with the conditions and requirements described in these Terms and Conditions.

**5.5** GLOBALG.A.P. may provide the Registered Trainer at GLOBALG.A.P.'s own discretion with blank forms to enable the Registered Trainer to create own certificates of attendance for the training courses/workshops performed by the Registered Trainer in a standardized format. The certificates are solely from the Registered Trainer and in his sole responsibility. GLOBALG.A.P. will in no case provide certificates in its name for the Registered Trainer's courses/workshops and/or clients.

The Registered Trainer shall not share the Training Material with any third party except with the participants of their training courses/workshops.

**5.6** For the avoidance of doubt, GLOBALG.A.P. shall not be responsible for creating/issuing the certificates described in Clause 5.5, any marketing material, for payment, organization or registration features on the Academy website for the Registered Trainer's training courses/workshops, nor any other promotion apart from listing the workshop on the GLOBALG.A.P. Academy website.

**5.7** After the termination of this Agreement, the Registered Trainer shall return or destroy/delete the Training Material. The Registered Trainer shall not have any rights to continue using the Training Material once this Agreement is terminated.

#### 6. Remuneration, Due Date, Payment, Exclusion of Set-off

**6.1** The Registered Trainer shall pay the annual license fee agreed to in the context of the online registration on the GLOBALG.A.P. website.

**6.2** Invoices with the total amount to be paid are sent electronically once per year to the email address provided by the Registered

Trainer. All amounts and prices are net plus value added tax at the respective applicable statutory rate.

**6.3** Invoices issued by GLOBALG.A.P. shall be due and payable within 28 days upon the date of the respective invoice in Euro to GLOBALG.A.P.'s bank account specified in the given invoice. The available payment methods can be seen on the GLOBALG.A.P. website.

**6.4** If the Registered Trainer's payment is not received on GLOBALG.A.P.'s account within 28 days after receipt of the invoice, the Registered Trainer shall be in default without receipt of a reminder. In case of default, GLOBALG.A.P. is entitled to demand the statutory default interest from the Registered Trainer.

**6.5** The Registered Trainer may only set off payment claims of GLOBALG.A.P. against due and/or future claims if these claims have been stated legally binding by court or are undisputed.

#### 7. Indemnification and Liability

**7.1** The Registered Trainer (for the avoidance of doubt, i.e. the contractual party (cf. Clause 1.6)) shall indemnify and hold harmless GLOBALG.A.P. for any direct or indirect damage and costs (including defense costs in the statutory amount) to GLOBALG.A.P. arising out of any culpable violation of any of the Registered Trainers' obligations under the Agreement. This also applies to any claims by third parties (including authorities) that are due to the fact that the Registered Trainer has not or not sufficiently obtained any third-party consents, in particular by the Registered Trainer's participants as described in Clause 0, or has forwarded personal data of third parties to GLOBALG.A.P. in violation of data protection or has processed such data in any other impermissible way.

**7.2** 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, under the German Product Liability Act (“*Produkthaftungsgesetz*”) and in cases of guarantees granted. 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 the Registered Trainer 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*”).

#### 8. Term and Termination

**8.1** The Agreement becomes effective on the date this Agreement is concluded according



to Clause 1.6 and has a fixed term until the end of the given calendar year. The Agreement is to be automatically extended for a period of twelve (12) months if neither of the Parties terminates the Agreement by giving four (4) weeks written notice prior to the end of the fixed or any extended term. If provided for this purpose in the account, the Registered Trainer may also terminate the Agreement within the above-mentioned period by using a termination button.

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

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

- a) one of the Parties breaches a provision of the Agreement, and after having received written notice (email suffice) of the breach, fails to cure the breach within thirty (30) days thereafter;
- 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 Registered Trainer is in default with payments due under the Agreement if such default is not cured within one (1) month of Registered Trainer's receipt of a written reminder by GLOBALG.A.P.;
- d) The Registered Trainer has infringed or diluted the status of the GLOBALG.A.P. Trademark and Registered Trainer, 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
- e) The Registered Trainer permanently refuses to participate in obligatory training provided by GLOBALG.A.P. Academy and/or repeatedly fails to pass the corresponding exams, both as described in Clause 3.2, unless GLOBALG.A.P. or a third party commissioned by GLOBALG.A.P. is responsible for this.

## 9. Assignment of rights

The Registered Trainer 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 (email not sufficient).

## 10. Annexes

**10.1** The annexes to these Terms and Conditions are integral part of these Terms and Conditions Agreement.

**10.2** GLOBALG.A.P. shall inform the Registered Trainer without undue delay of any

alterations / amendments of the Annexes. The altered / amended Annexes are part of the Agreement, provided that the Registered Trainer does not object to the alteration / amendment within two (2) weeks of being informed of the alteration / amendment. If the Registered Trainer 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.

## 11. Data Protection

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

**11.2** 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](https://www.globalgap.org/uk_en/Privacy-Policy).

**11.3** If the contractual parties is a legal entity (cf. Clause 1.6), the contractual party shall – if and where legally necessary – also 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 contractual party whose personal data will be processed by GLOBALG.A.P. under the Agreement prior to such processing. This in particular apply regarding the Registered Trainer.

## 12. Confidentiality and Return of Documentation

**12.1** The Registered Trainer is obliged to treat trade secrets within the meaning of Sec. 2 No. 1 of the German Trade Secrets Protection Act (*Geschäftsgeheimnissschutzgesetz*) and all other confidential matters and business secrets of GLOBALG.A.P. or undertakings associated with GLOBALG.A.P. in terms of Sec. 15 ff. German Stock Corporation Act (*Aktiengesetz, AktG*), 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 the Registered Trainer obtains knowledge during exercise of its duties for GLOBALG.A.P. or which are designated as confidential by GLOBALG.A.P. strictly confidential and to use them solely for the purposes set forth in the License Agreement. The rights and obligations in this Clause 12 shall continue to apply for five years after the termination of the License Agreement.

**12.2** The Registered Trainer 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 the Registered Trainer'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.

**12.3** Registered Trainer 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. Registered Trainer for GLOBALG.A.P. standards has no right of retention with regard to such property and the documentation referred to.

**12.4** The confidentiality obligation shall not apply to information and documents

- a) which are already or become legitimately known to, or in the possession of Registered Trainer and were not subject to a duty of confidentiality prior to receipt of such information;
- b) which are legally received by Registered Trainer from a third party without any confidentiality obligation;
- c) which are or will be in the public domain or enter the public domain through no wrongful act of the receiving Registered Trainer;
- d) which can be proven by Registered Trainer to have been developed by Registered Trainer for 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. The extent of disclosure in this case shall be kept as small as possible; the Registered Trainer shall inform GLOBALG.A.P. without delay and – if possible – prior to the disclosure.

## 13. Compliance

**13.1** During the term of the Agreement, the Registered Trainer 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.

**13.2** The Registered Trainer shall not represent any conflicting or competing interests and shall inform GLOBALG.A.P. about any relationships that may influence the Registered Trainer's behavior and/or judgement.

**13.3** The Registered Trainer 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.

**13.4** Registered Trainer must not accept any allowance, commission, gift, favor, bribe or any other benefit from any organizations or from



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their employees exceeding the value of 50€ and which may influence its judgement or actions.

**13.5** Registered Trainer 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. The Registered Trainer 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..

**13.6** The Registered Trainer shall co-operate in any inquiry in the event of any alleged breach of the Agreement.

#### **14. Governing Law and Jurisdiction**

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

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

#### **15. Miscellaneous**

**15.1** The Agreement, including these Terms and Conditions and their annexes set 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.

**15.2** These Terms and Conditions and the annexes constitute integral parts of the License Agreement. In case of contradictions, the following order of precedence shall apply: (i) License Agreement (as agreed upon in the

online flow or individually), (ii) Terms and Conditions, (iii) Annexes.

**15.3** 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. Sec. 139 German Civil Code (*BGB*) is not applicable.

**15.4** 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.

#### **Annexes:**

**Annex 1 - FoodPLUS Trademark Policy and Guideline**