

SUBLICENSE AND CERTIFICATION AGREEMENT

This Sublicense and Certification Agreement ("the **Agreement**") for the participation within the framework of the GLOBALG.A.P. System of Good Agricultural Practice

is between

ACERTA CERTIFICACIÓN S.L.

(Company legal name and type, e.g. Inc., LLC, etc.; include D/B/A name if applicable.)

"Certification Body (CB)" / "Verification Body (VB)"

represented by

MATÍAS ROMERO

Name (Use block capitals)

CEO

Title

and

(Company legal name and type, e.g. Inc., LLC, etc.; include D/B/A name if applicable.)

(Company legal physical address.)

"Contracting Party (CP)"

represented by

Name (Use block capitals)

Title

together - "the **Parties**" -

- 10.3 CPs specifically agree and accept that GLOBALG.A.P. is entitled to directly enforce upon CP the measures described in the list of sanctions within the relevant GLOBALG.A.P. System rules.

11. LIABILITY

- 11.1 CP shall be indemnify and hold harmless CB/VB and GLOBALG.A.P. for all damage and costs (including defense costs) to CB/VB or GLOBALG.A.P. directly or through claims, causes of action, or suits (hereinafter "claim" or "claims"), of whatever judicial or extrajudicial form asserted by any third party against the Farm Assurers, and/or CB, or GLOBALG.A.P., whether sounding in contract, tort, or otherwise, or arising from violation of any provision of this Agreement.
- 11.2 CP shall indemnify CB/VB and GLOBALG.A.P. against claims and damages claimed by third parties as set forth in clause 11.1 above.
- 11.3 CB/VB shall not be liable for any infringement of any obligations under this Agreement or of third party rights in connection with the use of the Trademark, GGN, LGN, CoC Number or the QR Code Logo except where CP can prove that such infringement was caused by a willful or grossly negligent act or omission by CB/VB.
- 11.4 CP shall inform GLOBALG.A.P. and CB/VB of any injunctive relief or claim for damages of third parties because of the utilization of the Trademark or the QR Code Logo.
- 11.5 CP will not claim any damage or start any legal action against GLOBALG.A.P. when CP personal or production data that is published according to the Data Access Rules is misused by a third party or by CB/VB.

12. TERM AND TERMINATION

- 12.1 This Agreement is for a period of 1 year(s) from the date of the signature of this Agreement unless terminated earlier in accordance with clause 12.2. or 12.4 below. This Agreement will automatically be extended for one (1) year if either party does not terminate the Agreement by giving the other three (3) months written notice prior to the end of this Agreement. Either party must notify the other party of the termination of this Agreement in writing.
- 12.2 The right to terminate this Agreement in exceptional circumstances and for material reasons remains unaffected. Such material reasons include, in particular, willful or negligent infringements of this Agreement by one of the Parties, which are not remedied despite a formal notice to terminate the infringement within a reasonable period. In the case of CB/VB a material reason includes, in particular, that CP has been found by a court of law to have negligently infringed a relevant national or international food law either of which may carry criminal sanctions, or some other law, which is of relevance to the execution of this Agreement or the status of the Trademark or is subject to an injunction action or other action brought by a law enforcement authority. This includes cases in which a CP has infringed Livestock or Plant Breeders' Property Rights.
- 12.3 On termination of this Agreement the right of CP to use the GLOBALG.A.P. Claim including the Trademark, GGN, LGN, CoC Number or the QR Code Logo terminates with immediate effect.
- 12.4 This Agreement ends automatically without prior notice if:
- the Trademark, GGN, LGN, CoC or the QR Code Logo is cancelled and/or
 - with termination of the License and Certification Agreement between CP's CB/VB and GLOBALG.A.P.

