



Agreement logo by traders

MPS

Nederland

The undersigned:

Stichting MPS

With its registered office in Honselersdijk, Jupiter 450, and duly represented by Ing. Th. de Groot, hereinafter to be referred to as MPS,

and

Name:

Address:

Legal representative:

MPS number:

Hereinafter to be referred to as:

Whereas:

- MPS is the owner of the logos;
- The representation of the logo includes use of the:
 - MPS-ABC (or MPS-D) logo with compulsory specification of the MPS number.
 - MPS-GAP, MPS-SQ and MPS-Q logo with compulsory specification of the MPS number
 - MPS Certified Mixed Products with compulsory specification of the MPS number (additional conditions and restrictions provisionally apply for the use of this logo).
- The logos may solely be used by the trader who is an MPS participant and has at least been Florimark TraceCert certified.
- The logos may solely be used on products originating from growers certified by MPS.
- The trader is responsible for the correct usage of the logos and the appropriate MPS qualifications.
- The trader maintains a record of suppliers, which is updated annually upon expiration of the certificates, If the MPS-ABC Participant's logo is used, the record must be updated quarterly when the qualifications are issued. The record must be accessible to MPS and customers.
- Proper application of the above procedure is checked annually by way of an audit carried out by Florimark Trade (minimum requirement: Florimark TraceCert).
- MPS, and the C.I responsible, reserves the right to carry out an additional check if necessary.
- We refer to enclosure 1 for additional specific requirements concerning usage of the logo.

Have agreed as follows:

1. MPS provides the undersigned trader for an indefinite period of time, starting on the day this agreement is signed, with the right to use the logos as referred to earlier in this agreement. For this purpose, MPS provides the undersigned trader with a digital version of the original print of the logo.

2. The undersigned trader is allowed to use the logos in accordance with the instructions accompanying this agreement.

3. This agreement may be terminated by both parties subject to three months' notice. This agreement may be terminated with immediate effect and without prior notice of default if the undersigned trader does not meet the stipulations contained in this agreement and/or the undersigned trader is declared bankrupt or is granted a moratorium of payment or an administration order. Any stock that remains upon expiration of the contract may no longer be distributed and must be destroyed by the undersigned trader.

Drawn up in duplicate and signed for approval in _____
on _____

Stichting MPS:

Signature authorized representative:

Name: _____

Th. de Groot

Date of signature _____

Enclosure 1: Instructions for use of the logo by traders