

Participation Agreement

Company name :

Address :

Legal representative :

Hereinafter referred to as : Affiliate Member;

Whereas:

- MPS develops and manages certification schemes in the area of sustainability, environment and corporate social responsibility within the horticultural sector;
- MPS is competent to grant companies that meet the requirements of a particular scheme the right to display the corresponding certificate;
- The fact that a company has been certified is an indication in the market that this company has been inspected and approved in the area of sustainable, environmentally conscious and/or otherwise socially responsible business practices;
- Such a qualification is important for groups that buy the products of these certified companies and that these buyers base their purchasing policy in part on these certificates;
- The names of companies that have been awarded the various certificates are published on the MPS website;
- This information is accessible to the public, but in light of the large number of certified companies and the continual changes in the qualifications, it takes some administrative doing to keep this information up to date for buyers of the products;
- MPS wishes to provide buyers of the products with more structured information to the extent that these buyers subscribe to the principles of MPS and abide by certain basic rules regarding the way the available information is to be treated;
- MPS has developed an internet application for this purpose, which can be used to link individual buyers of the products of certified companies to the MPS certificate administration, so the buyers can go online at any time to obtain up-to-date information about the right of the different MPS-certified companies to display one or more certificates;
- Individual buyers who are allowed to use this application are registered as Affiliate Members on the MPS website,

Declares the following:

Affiliate Member Agreement

1. The Affiliate Member subscribes to the importance of sustainability, the environment and corporate social responsibility within the horticultural sector and in particular to the value of the certification schemes developed and/or managed by MPS for the purpose of promoting these values within this sector.

Right of Access

2. As long as the Affiliate Member meets the requirements, MPS grants the right and the Affiliate Member accepts the right of access to the data on certificate holders made available online by MPS via its internet application.
3. This access is not exclusive to this Affiliate Member. MPS reserves the right to offer the right of access to third parties without restrictions.

Moment of availability

4. The Affiliate Membership takes effect as soon as MPS receives the requisite payment.
5. The log-in details that are sent to the Affiliate Member can be used to access the data from different workstations, but only from one station at a time.

Ownership

6. The data that are made available remain the property of MPS, which also owns the copyright. This right of access explicitly excludes the right to ownership, copyright or any other right, other than the rights described in this document.
7. The Affiliate Member will not make part or all of the provided information, or adaptations of (part of) the information, available to third parties, or pledge or dispose of the it in any way or encumber it with limited rights. The only exception to this is the linking of data to an individual commercial product, to the extent that the data pertain directly to this product.
8. If the Affiliate Member declares bankruptcy, the Affiliate Member must notify MPS immediately. The Affiliate Member must simultaneously notify the receiver that the data are the property of MPS and that he is to respect the property rights of MPS.

Confidentiality

9. The available data must be treated as confidential. The Affiliate Member must implement adequate security measures to prevent parties other than the employees who need the data for their work from gaining access to the application and the data it contains.
10. If one of these employees moves to a different position, within the company of the Affiliate Member or somewhere else, the Affiliate Member must make sure that this employee no longer has access to the application and the data.

Restrictions on use and liability of the Affiliate Member

11. The Affiliate Member can only use the data for internal purposes, specifically by linking the commercial products to particular MPS certificates, to support the purchase and/or sales process and to improve the ability to "track and trace" products that are grown under conditions covered by MPS certificates. In derogation of the preceding sentence, data that pertain directly to an individual commercial product can be used for external purposes, in particular with regard to buyers, provided that the information always relates directly to the product in question.
12. The Affiliate Member confirms that he will always use the most up-to-date available data, that he will contact MPS in case of doubt to verify whether the data in the system are correct, and that he will not do anything that might affect the value of these certificates.
13. The Affiliate Member must take adequate measures to prevent unauthorised use of the data and, upon discovery of unauthorised use, make every effort to terminate this unauthorised use. Furthermore, in the event of (suspected) unauthorised use, the Affiliate Member is required to report this to MPS as soon as possible.

14. The Affiliate Member indemnifies MPS against third-party claims pertaining to or connected with the publication via the Affiliate Member of data on companies that are listed in the MPS certificate administration.

Nature of the data, user risk and liability of MPS

15. The Affiliate Member is aware that the data are based on the internal administration of MPS. Although the administration is updated with the greatest possible care, MPS cannot guarantee that the data are always correct. For this reason, among others, no rights whatsoever can be derived from the available data, or be invoked against MPS.
16. The use of the application and the data it gives access to is entirely at the Affiliate Member's own risk. MPS is in no way liable for any damage the Affiliate Member may suffer as a result of or in connection with the use of the data or the application.
17. Moreover, MPS is in no way liable for the unavailability (temporary or otherwise) of the data due to inaccessibility of the application or for technical or any other reasons, not even if the inaccessibility has been scheduled by MPS. If MPS decides that the application requires maintenance, resulting in (temporary) inaccessibility, MPS will notify the Affiliate Member in advance if possible. MPS is not liable for the consequences of the lack of availability in this case, either.

Costs

18. The costs associated with Affiliate Membership are listed in the annex. MPS has the right to revise the prices on an annual basis. MPS will publish the prices for the following calendar year on its website no later than November of the current calendar year.

Duration and termination

19. Unless specified otherwise, the availability is for an indefinite period. The Affiliate Member can terminate the availability and the resulting obligations for the Affiliate Member through cancellation in writing in such a way that there is evidence that MPS received the cancellation. The cancellation always takes effect at the start of a new calendar year.

20. In derogation of the preceding article, the availability can be terminated with immediate effect by MPS:
- If the Affiliate Member does not meet its obligations pursuant to or in connection with the availability, not even after he has been given reasonable notice period by MPS during which the Affiliate Member had the opportunity to remedy the breach. This also specifically includes unauthorised use of the data by the Affiliate Member, to be determined at the exclusive discretion of MPS.
 - If the Affiliate Member applies for suspension of payment or declares bankruptcy.
21. If the availability is terminated during the year, the annual fees in effect at that time remain payable. There is no right to refunds, not even a prorated refund for the part of the calendar year during which the application will no longer be used.

Miscellaneous

22. The preceding is subject to Dutch law. Any disputes that may arise as a result of the availability and the resulting obligations or as a result of any further agreements and/or obligations, will be brought before the competent Court in The Hague.

Thus agreed and signed on:

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Date:.....-.....-.....

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