

REGISTERED SERVICES REGULATIONS

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1. Introduction

The GMP+ Feed Certification (GMP+ FC) scheme provides feed market operators with continuously enhanced standards for effective control and verification of feed safety / responsibility management systems implemented. However, these standards involve multiple of challenges to certified companies. On a daily basis, companies in the feed supply chain require a whole variety of tools – non-feed products and services – that are essential to feed safety / responsibility management processes.

For this, supporting of feed operators with choosing the right tools is helpful for implementing and maintaining the relevant GMP+ FC requirements. GMP+ International itself provides the GMP+ FC scheme and various services. It realizes however, that third parties could also provide practical and valuable tools to support working on feed safety assurance in the feed supply chain.

GMP+ International aims to facilitate the availability of such tools that can be helpful for feed operators. This "GMP+ Registered Services Regulations" provides the framework for third-party services such a program. These Regulations provides the terms & conditions for registration of services of a third party. Benefits for and support of the registered services, provided by GMP+ International, are also included in these Regulations.

Our objective is that these Regulations are a source of reliable recommendations of non-feed services suitable for efficient maintenance and improvement of integrated feed safety / reliable management systems. It will also contribute to the use of standardized and uniform modes of operation in the feed supply chain.

2. Definition of Terms

- 2.1 **Agreement:** the GMP+ Registered Services Agreement between Applicant and GMP+ International, based on the template in Annex II to these Regulations.
- 2.2 **Applicant:** a third party applying for acceptance of its product or service as GMP+ Registered Products & Services.
- 2.3 **Company:** a company in the feed supply chain that is GMP+ FC certified.
- 2.4 **GMP+ Database:** a publicly accessible database managed and owned by GMP+ International comprising details of GMP+ Registered Services and Holders.
- 2.5 **GMP+ FC Scheme:** the GMP+ Feed Certification Scheme, an international certification scheme covering the whole animal feed chain developed and managed by GMP+ International, consisting of the GMP+ Feed Safety Assurance module and the GMP+ Feed Responsibility Assurance module, as published on the GMP+ International website <www.gmpplus.org>, and as amended from time to time.
- 2.6 **GMP+ Registered Services:** the Services registered by GMP+ International in accordance with these Regulations.
- 2.7 **Logo:** the GMP+ Registered Services logo as included in Annex III.
- 2.8 **Holder:** the owner of GMP+ Registered Services.

- 2.9 **Services:** non-feed services¹, that are helpful tools in the daily operations for feed operators to meet the requirements related to proper feed safety / responsibility management.
- 2.10 **Regulations:** this GMP+ Registered Services Regulations.

3. Purpose

To support Companies in choosing appropriate tools in daily operations regarding feed safety / responsibility management, by providing GMP+ Registered Services that are helpful in implementing measures to comply with GMP+ FC scheme requirements. These GMP+ Registered Services aim to facilitate Companies by synchronizing the manner of implementing certain requirements and mode of operations in the feed supply chain and guarantee an adequate quality level to assure feed safety.

4. Responsibilities & Benefits of the Parties

4.1 An Applicant develops Services at its own expense and offers these directly to Companies at their own responsibility and risk.

4.2 GMP+ International undertakes to:

- a. Carefully assess the Services with regard to the requirements laid down in these Regulations.
- b. Set out the GMP+ Registered Services on its website.
- c. Make the GMP+ Community aware of the GMP+ Registered Services.
- d. Grant the Holder the right to use the Logo.
- e. Provide information and input from the GMP+ Community, including from Companies, to the Holder.
- f. Maintain and monitor the standard applicable to the GMP+ Registered Services.
- g. Secure an 'open' market and pursue a balanced and fair advantage of GMP+ Registered Services for users.

4.3 The Holder undertakes to:

- a. Adhere to the vision and mission of GMP+ International.
- b. Support Companies in meeting and maintaining the GMP+ FC scheme requirements.
- c. Comply with the requirements and conditions of these Regulations.
- d. Maintain the quality of its GMP+ Registered Services.
- e. Allow GMP+ International to collect experiences of GMP+ Registered Services users.

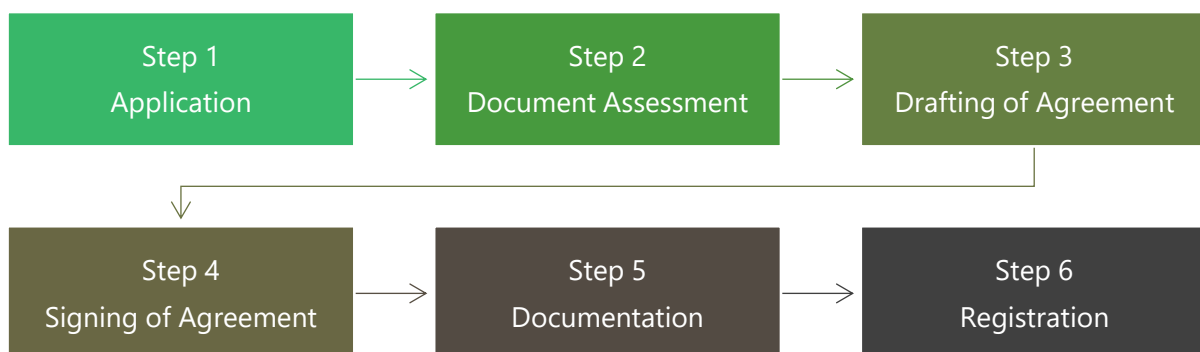
5. Application & Registration Requirements

The following terms & conditions are applicable for acceptance and registration of Services within the scope of these Regulations:

¹ Other than training and consultancy services

- a. The Applicant shall send a request for acceptance and registration by means of the Application Form in Annex I to info@gmpplus.org, for the attention of Business Development.
- b. The Service shall have properties crucial for effective support of a Company in maintaining and improving incorporated feed safety management systems to the exclusive assessment of GMP+ International.
- c. The Service and its properties as mentioned under b. shall be clearly described, showing how and why it is a helpful tool for Companies for feed safety / responsibility management and for compliance with GMP+ FC requirements.
- d. The Service shall be based on the latest (state of the art) applicable techniques or standards and the Applicants commits himself to update the product or service.
- e. The Applicant shall offer its Services at a fair price-quality ratio.
- f. The Applicant undertakes to provide its Product or Service to every interested Company, in any case in the English language, on reasonable conditions and shall inform GMP+ International on the manner and conditions the product and/or service will be available for Companies.
- g. The Applicant shall ensure continuity of the supply of Registered Services to the market.
- h. The Applicant undertakes to notify GMP+ International about any changes of the properties, the conditions, or the manner of delivery of Registered Services to Companies.
- i. The Applicant shall provide GMP+ International with verifiable references and/or testimonials of Companies about the suitability of the Services for feed safety management.
- j. The Applicant shall sign a tailor-made Agreement, drawn up by GMP+ International by using the template in Annex II.
- k. All information provided by the Applicant to GMP+ International shall be submitted in the English language.

6. Acceptance Procedure



6.1. Application

The Applicant must complete the Application Form as set out in further detail in Annex I, which can be found on the website of GMP+ International <www.gmpplus.org>.

The completed Application Form must be submitted to GMP+ International simultaneously with any additional information required as set out in these Regulations.

GMP+ International will send an invoice for the one-off Application Fee. Document assessment will only commence after GMP+ International has received the invoiced amount.

6.2. Document Assessment

Based on the application, GMP+ International will:

- a. Verify the completeness of required documents and information.
- b. Conduct an assessment of compliance with the application and registration requirements mentioned in paragraph 5 of these Regulations.
- c. Conduct an interview with the Applicant, if necessary.
- d. Verify references or testimonials of Companies, if necessary, by interviewing the Companies concerned.
- e. At its own discretion, decide whether the Service can be qualified as a GMP+ Registered Service.

If GMP+ International determines that the product or service submitted for application fails to comply with the requirements, it will not be accepted and GMP+ International will inform the Applicant accordingly. If GMP+ International concludes that the product or service is in compliance with the requirements, the next step will be taken.

6.3. Drafting Acceptance & Registration Agreement

If the document assessment is positive and the Parties agree on the Annual Registration Fee, GMP+ International will provide the Applicant with a tailor-made Agreement for signing (based on the template in Annex II).

6.4. Documentation

The Applicant must submit to GMP+ International the following documents via email or regular post:

- a. A copy of the Agreement signed by the Applicant's legal representative as evidenced by the Applicant's business license or extract from the trade register of the chamber of commerce or similar authority.
- b. A high-resolution copy of the Applicant's company logo.

GMP+ International will send the Applicant a copy of the Agreement signed by GMP+ International.

6.5. Registration

After the Agreement has been signed as mentioned above in 6.4, GMP+ International will:

- a. Enter the GMP+ Registered Serves and contact details of the Holder in the GMP+ Database.
- b. Send its Logo to the Holder in Encapsulated PostScript (EPS) format.

The registration is valid for a period of three years. Renewal of the registration is based on an evaluation of the added value of the Registered Service.

6.6. Use of the Logo

The Holder is entitled to use the Logo subject to the following:

- a. The Logo may only be used for promotion, on a website, in documentation, etc. related to GMP+ Registered Services.
- b. The Logo must be used in the form, colors and layout as provided by GMP+ International and may not be altered in any way whatsoever.

7. Application and Registration Fees

- a. Application Fee: € 1,000
- b. The Annual Registration Fee will be agreed per Holder and laid down in the relevant Agreement.

Payment must be effectuated within 21 days after invoicing.

In the event the Holder fails to pay the Annual Registration Fee, GMP+ International shall be authorized to cancel the registration of the Holder's GMP+ Registered Services with immediate effect.

8. Liability

GMP+ International shall not be liable for any claim arising from the GMP+ Registered Services provided by the Holder.

The Holder develops and markets its GMP+ Registered Services at its own risk and account. All promotion by GMP+ International is to support the Holder and is generic in nature, with reference to the information provided in the GMP+ Registered Services database.

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ANNEX I TO THE REGULATIONS: APPLICATION FORM



GMP+ REGISTERED SERVICES APPLICATION FORM

Company Name: _____

Business Address: _____ Telephone No. _____
_____ Mobile No. _____
_____ Email Address: _____

Registration No. _____ Date Issued: _____
Place Issued: _____ Expiry Date: _____

Holder Name: _____
Position: _____ Telephone No. _____
_____ Mobile No. _____
_____ Email Address: _____

Service _____
Description _____

Service Registration:
Date of Registration: _____ Expiry Date: _____
Place of Registration: _____ Registration No. _____

Additional documents to be submitted:

- 1 Proof of company registration
- 2 Proof of product/service patent (if applicable)
- 3 Proof of product/service registration
- 4 Copy of recommendations/testimonials from users
- 5 Copy of user manual or service/product manual

ANNEX I TO THE REGULATIONS: TEMPLATE GMP+ REGISTERED SERVICES AGREEMENT

The undersigned:

GMP+ International BV, a private limited company incorporated under the laws of The Netherlands, with its registered office at **Braillelaan 9 (2289 CL) Rijswijk, The Netherlands**, registered at the Trade Register of the Dutch Chamber of Commerce under number **27364542**, (hereinafter: "**GMP+ International**"),

and

_____ with its registered office at
(Company Name)

(Company Full Address)

Registered at the Trade Register of _____
(Country)

under registration number _____, hereby represented by its _____,

(Job title)

(Full Name of Legal Representative)

(hereinafter: "the **Holder**")

(hereinafter jointly "the **Parties**")

Whereas:

1. GMP+ International is the owner of the GMP+ Feed Certification Scheme, an international feed safety & responsibility certification scheme covering the entire animal feed chain.
2. The GMP+ FC Scheme consists of the GMP+ Feed Safety Assurance (GMP+ FSA) Module for the assurance of feed safety and the GMP+ Feed Responsibility Assurance (GMP+ FRA) Module for the assurance of feed responsibility.
3. The GMP+ Feed Safety Assurance (GMP+ FSA) Module encompasses a variety of feed safety requirements, such as requirements for the quality management system, HACCP, product

standards, traceability, monitoring, prerequisites programs, a chain approach and the Early Warning System (EWS).

4. The GMP+ Feed Responsibility Assurance (GMP+ FRA) Module incorporates requirements for the production and trade of animal feed products while respecting humans, animals, and the environment according to specified standards.
5. GMP+ International holds the rights to the GMP+ FSA and GMP+ FRA Logos as well as to the GMP+ Registered Services Logo.
6. The audits and certification of feed supply chain companies within the scope of the GMP+ FC Scheme are performed by Certification Bodies (CB) accepted by GMP+ International.
7. GMP+ Registered Services can play an important role in supporting companies to implement and comply with GMP+ FC requirements.
8. For a GMP+ Registered Services Holder, it can be beneficial to have a Registered Service and be linked to GMP+ International, since by being supported and promoted by GMP+ International, the Holder will enjoy a preferred position on the market.

The Parties agree as follows:

Definitions

In this Agreement the following definitions shall be defined to ensure understanding of both parties:

- 1.1 **Agreement:** this GMP+ Registered Services Agreement.
- 1.2 **Company:** a company in the feed supply chain that is GMP+ FC certified.
- 1.3 **GMP+ Database:** a publicly accessible database managed and owned by GMP+ International comprising details of GMP+ Registered Services and of the Holders.
- 1.4 **GMP+ FC Scheme:** the GMP+ Feed Certification Scheme, an international certification scheme covering the entire animal feed chain developed and managed by GMP+ International, consisting of the GMP+ Feed Safety Assurance module and the GMP+ Feed Responsibility Assurance module, as published on the GMP+ International website <www.gmpplus.org> and as amended from time to time.
- 1.5 **GMP+ Registered Services:** Services registered by GMP+ International in accordance with the Regulations.
- 1.6 **Logo:** the GMP+ Registered Services logo as included in Annex III.
- 1.7 **Holder:** the owner of GMP+ Registered Services.
- 1.8 **Regulations:** the GMP+ Registered Services Regulations of GMP+ International, as published on the GMP+ International website <www.gmpplus.org> and as amended from time to time.

- 1.9 **Services:** non-feed services, that are helpful tools in the daily operations for feed operators to comply with requirements related to proper feed safety / responsibility management.

Scope of Registration

GMP+ International registers the names and a description of the GMP+ Registered Services and the contact details of the Holders.

Obligations

- 3.1 Subject to the terms and conditions of this Agreement and the Regulations, the Holder offers its GMP+ Registered Services directly to Companies.
- 3.2 The Holder shall at all time act in conformity with the requirements of the GMP+ FC Scheme, which constitutes an integral part of this Agreement. GMP+ International shall notify the Holder of any amendments to the GMP+ FC scheme by means of a digital newsletter.
- 3.3 The Holder shall maintain and perform the GMP+ Registered Services with all due care, professional skill, ability and integrity.
- 3.4 In its performance of the GMP+ Registered Services, the Holder shall act with due observance of all applicable laws and Regulations and shall:
- 3.4.1 Not undertake any assignment or respond to any queries of Companies which are beyond its capabilities.
 - 3.4.2 At no time whatsoever claim to speak for and or on behalf of GMP+ International.
 - 3.4.3 Not enter into any agreement which may affect, either directly or indirectly, impartiality.
- 3.5 During the term of this Agreement, the Holder shall:
- 3.5.1 Keep proper records of GMP+ Registered Services including the names of Companies it has performed Services for.
 - 3.5.2 Inform GMP+ International when its registration or company details have changed or are no longer valid.
 - 3.5.3 Actively respond to GMP+ International's public consultations on proposals for amendments to the GMP+ FC Scheme related to its GMP+ Registered Services.
- 3.6 During the term of this Agreement, GMP+ International shall:
- 3.6.1 Grant the Holder a license as set out in clause 4 of this Agreement
 - 3.6.2 Share relevant knowledge on the GMP+ FC Scheme with the Holder to facilitate its work.
 - 3.6.3 Promote the GMP+ Registered Services through newsletters and its website.
- 3.7 GMP+ International publishes the following information of the Holder in the GMP+ Database:
- 3.7.1 Company name, company logo, address, and registered office (including the official registration number at the Chamber of Commerce or similar formal business registration).

- 3.7.2 Contact details (telephone number and email address).
- 3.7.3 A description of the Holder's GMP+ Registered Services.
- 3.8 GMP+ International shall be entitled to perform customer satisfaction surveys regarding the Holder's performance.
- 3.9 The Holder is obliged to inform GMP+ International if any of its GMP+ Registered Services is altered in such a substantial way that it affects its user performance.

4 Grant of License

- 4.1 Subject to the terms and conditions set out in this Agreement, GMP+ International hereby grants the Holder, during the term of this Agreement, a non-exclusive non-transferable license to use the GMP+ FC Scheme documents and GMP+ Registered Services Logo. The Holder is not entitled to grant sublicenses.
- 4.2 The Holder is not allowed to publish, modify, or alter the GMP+ FC Scheme and/or the GMP+ Registered Services Logo and/or to use the Logo as part of a new logo.
- 4.3 The Holder is not allowed to:
 - 4.3.1 Register the GMP+ Registered Services Logo in whole or in part, or any alteration thereof.
 - 4.3.2 Use the GMP+ Registered Services Logo as part of a company name, trade name, product name or service name.
- 4.4 The Holder shall only use the GMP+ FC Scheme and the GMP+ Registered Services Logo as set out in the Regulations and in this Agreement.
- 4.5 The Holder is entitled to use the GMP+ Registered Services Logo as follows:
 - 4.5.1 On documents issued by the Holder to promote its GMP+ Registered Services.
 - 4.5.2 On the Holder's website.
 - 4.5.3 During events organized/visited by the Holder to promote its GMP+ Registered Services.
- 4.6 The Holder is obliged to immediately report to GMP+ International any misuse or infringement of the GMP+ Registered Services Logo and/or the GMP+ FSA or GMP+ FRA Logo as soon as it becomes aware of such misuse or infringement.
- 4.7 Without prejudice to GMP+ International's authority and subject to GMP+ International's written approval, the Holder may bring a claim against any person or entity unlawfully using the Logo.
- 4.8 The Holder is fully liable vis-à-vis GMP+ International for any unlawful use of the GMP+ Registered Services Logo.

5 Confidentiality

- 5.1 The Holder shall not disclose to third parties any GMP+ FC Scheme documents or use these for any purpose other than as described herein, except with the prior written approval of GMP+ International.
- 5.2 The Holder shall inform all its employees on the obligations arising from clause 5.1 of this Agreement.

- 5.3 Except for the authorization mentioned in the Regulations, GMP+ International shall not disclose to third parties any (reported) information of the Holder and not use such for any purpose other than as described herein, unless the Holder agrees otherwise in writing prior to disclosure.
- 5.4 The obligations arising from clause 5.1 of this Agreement shall not apply to any GMP+ Document the contents of which are publicly known and published on the GMP+ International website.
- 5.5 Upon termination of this Agreement, the Holder shall immediately return to GMP+ International: (i) all items and goods, and (ii) all correspondence, drawings, documents, computerized data and other papers and all other property belonging to GMP+ International, which are in the Holder's possession or under its control.
- 5.6 The Holder shall not share with any third party its login username and password for access to GMP+ Generic Risk Assessments Feed Materials and GMP+ Factsheets.

6 Fees

- 6.1 The Holder shall pay GMP+ International the fees as set out in the Regulations. Any local and/or other taxes, governmental fees, or dues, if applicable, shall be borne by the Holder.
- 6.2 GMP+ International shall annually send an invoice to the Holder for the annual fee as set out in the Regulations. The Holder shall pay the invoice within 30 days of the date of invoice.
- 6.3 GMP+ International reserves the right to unilaterally adjust the fees stated in the Regulations.

7 GMP+ Database

- 7.1 The Holder hereby agrees that its company details, including but not limited to the name and address of its registered office and registered scopes, will be entered in the GMP+ Database.
- 7.2 The Holder is responsible for providing accurate and legal information of its company including its company logo to GMP+ International, which will be included in GMP+ Database.
- 7.3 In case of any changes to its company logo, company details and/or company name, the Holder shall notify GMP+ International in writing no later than one month before the effective date of the changes.

8 Duration and Termination

- 8.1 This Agreement will enter into force on the date of signature by the Parties for a period of three (3) years. Upon expiration, renewal by another three (3) years is based on an evaluation of the added value of the GMP+ Registered Services. GMP+ International will inform the Holder about the decision by written notice no later than three (3) months before the end of the respective term.
- 8.2 In the event of non-renewal, GMP+ International shall be entitled to publicly disclose the non-renewal of the Holder.

- 8.3 GMP+ International is entitled to terminate this Agreement with immediate effect by written notice to the Holder if the Holder does not or not fully perform its obligations set forth in the GMP+ FC Scheme and this Agreement, without being obliged to compensate the Holder in any way whatsoever.
- 8.4 This Agreement may be terminated by either Party with thirty (30) days' notice in the event:
- 8.4.1 An encumbrance takes possession, or a receiver is appointed in respect of any of the property or assets of the other Party.
 - 8.4.2 The other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order.
 - 8.4.3 The other Party goes into liquidation or is declared bankrupt.
 - 8.4.4 Anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in these clauses of this Agreement; or
 - 8.4.5 The other Party ceases, or threatens to cease, the continuation of its business.
- 8.5 On termination, the Holder shall immediately cease all use of the GMP+ FC Scheme documents and GMP+ Registered Services Logo. Termination shall not relieve either Party from any liability arising from any breach of the Agreement. GMP+ shall be not liable vis-à-vis the Holder for any damages arising from the termination of the Agreement in accordance with its terms
- 8.6 Upon termination or expiration of the Agreement, the terms and conditions that are intended to survive the termination or expiration of the Agreement will remain in force. Such terms and conditions include, without limitation, clauses 5, 6, 7, 8, 9, 10 and 11 of this Agreement.

9 Liability

- 9.1 The Holder shall be liable vis-à-vis GMP+ International, indemnify and it hold harmless from and against all losses, costs, damages and expenses of any kind arising out of any claim in connection with this Agreement or the consulting services, including, but not limited to claims from Companies and claims from third parties with regard to damages in relation to the consulting services, unless such damage is a result of a violation by GMP+ International of its obligations under this Agreement, provided that such violation by GMP+ International was not due to insufficient or incorrect information provided to GMP+ International by the Holder.
- 9.2 Notwithstanding clause 7.1, GMP+ International is not liable towards the Holder unless the Holder proves the intent or gross negligence of GMP+ International.
- 9.3 The liability of parties towards each other in connection with performance of this Agreement and this clause 7 shall at all times be limited to € 250,000 per claim, and to a total amount of € 1,000,000 per calendar year.

10 Miscellaneous

- 10.1 This Agreement constitutes the complete and full agreement between the Parties. To be valid, any modifications of or amendments to this Agreement must be made in writing and signed by both Parties in legally binding way.

- 10.2 The Holder is not allowed to transfer any of its rights and or obligations pursuant to this Agreement to a third party.
- 10.3 Any invalidity of individual provisions of this Agreement shall not affect the validity of the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law. Any provisions found to be invalid or unenforceable shall be substituted by other provisions that resemble, in a legally permissible way, as closely as possible the economic meaning and intention of such invalid provision.
- 10.4 The Holder shall take out a third-party liability insurance, with coverage customary for companies performing a similar type of business and of a similar size as the Holder, for the benefit of the Holder and GMP+ International. The premium for this insurance shall be paid by the Holder. The Holder shall provide GMP+ International evidence of such insurance policy upon GMP+ International's request.

11 Applicable law and disputes

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.
- 3.1 Any disputes arising in connection with the Agreement or further contracts resulting therefrom, shall be heard by the District Court of The Hague (the Netherlands), having exclusive jurisdiction.

IN WITNESS WHEREOF this Agreement was signed by the Parties:

GMP+ International B.V.
 JOHAN DEN HARTOG
 Managing Director

 (Name of Company)

 (Legal Representative)

 (Job title)

 (Signature)

 (Signature)

Rijswijk, The Netherlands
 (Place)

 (Place)

 (Date)

 (Date)

Annex to this Agreement:

- I. The GMP+ Registered Services Logo

**ANNEX III TO THE REGULATIONS: THE GMP+ REGISTERED SERVICES
LOGO**



GMP+ International

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Disclaimer:

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