

FRUITGROWING AGREEMENT NICOTER c.o.v./KANZI® AND NICOGREEN
c.o.v./GREENSTAR®

1: Definitions

The following expressions have the following meaning :

- 1.1. Plant Variety Rights: Intellectual property rights with regard to the Nicoter variety, for which the community plant variety rights are granted (Registration number EU 15369). Intellectual property rights with regard to the Nicogreen variety, for which the community plant variety rights are granted (Registration number EU 13323).
- 1.2. Trademark: The trade name KANZI®, as registered in the Community Register of Trademarks (with number 002207389). The trade name GREENSTAR®, as registered in the Community Register of Trademarks (with number 002308733).
- 1.3. The variety: The variety, to which the Plant variety Rights refer.
- 1.4. Fruit: apples of the variety, intended for consumption.
- 1.5. EFC: The cooperative partnership with limited liability Europese Fruit Coöperatie (EFC) with registered office at 3840 Borgloon, Kernielerweg 59, which obtained an exclusive licence from N.V. Better3Fruit.
- 1.6. Trademark royalty: the royalties due for the Fruit that is sold under the KANZI® and GREENSTAR® trademark.
- 1.7. Tree royalty: the royalties due for each tree of The Variety purchased by the Grower.
- 1.8. Territory: country where the registered growerorganisation is settled.
- 1.9. Tree: tree of the Variety, originating from a Recognised Tree Nursery.
- 1.10. Recognised Tree Nursery: any tree nursery, explicitly recognised as such by EFC, and which concluded a prior valid licence agreement with EFC.
- 1.11. Recognised Reseller: any reseller, explicitly recognised as such by GKE, and which concluded a valid agreement with GKE.
- 1.12. Recognised growers' association: Growers' association that fulfils the recognition requirements of Decree 2200/ 96 and Decree 1432/ 2003 and that, as such, is expressly recognised by GKE by means of, for example, signature of a logistics agreement.
- 1.13. Specifications: the specifications (care system), drawn up by GKE
- 1.14. Authorised Operating: the authorised operating instructions, indicated as such Instructions in the Specifications
- 1.15. Standards: the standards, indicated as such in the Specifications
- 1.16. Quality Specifications: the quality specifications (quality manual), drawn up by GKE

2: General conditions GROWERS

The GROWER agrees, by signing a schedule to this agreement, to inform GKE in writing within a period of 14 days after the planting of these Trees, of the planting location of the Trees, purchased and received by the GROWER from a Recognised Tree Nursery (via EFC). At the same time, the GROWER shall, by means of the same schedule, also inform GKE of the number of Trees and the planting date. The GROWER will send the aforementioned schedule by registered post to GKE. The GROWER authorises GKE to verify this by visiting the premises and business accommodations during the GROWER's normal working hours and by inspecting the afore-mentioned documents.

The GROWER undertakes to, every three months and of his own accord, take note of the Specifications (including the repeatedly changing Authorised Operating Instructions and the Standards) and the Quality Specifications, as well as the contents of the Specifications (including afore-mentioned Authorised Operating Instructions and the Standards) and to observe the Quality Specifications.

The inspection takes place at the registered office of the GKE or, if available, via the website of GKE.

The GROWER undertakes to pay a Tree Royalty, on the one hand, and a Trademark Royalty, on the other hand, as further determined in the present agreement.

The Tree Royalty amounts to € 1.98 per Tree purchased by the GROWER and shall be paid by the GROWER to EFC at the time of purchase of the Tree in question.

The GROWER undertakes to pay the Trademark Royalty to GKE via the Recognised Reseller.

The Trademark Royalty amounts to :

- EUR 0.03 per kg of Fruit sold if the selling price of the Fruit that is charged by the Recognised Reseller is not higher than EUR 0.75 per kg of Fruit sold.
- EUR 0.04 per kg of Fruit sold if afore-mentioned selling price of the Fruit lies between EUR 0.75 per kg of Fruit sold and EUR 1.00 per kg of Fruit sold.
- EUR 0.05 per kg of Fruit sold if afore-mentioned selling price of the Fruit is higher than EUR 1.00 per kg of Fruit sold.

There is no Trademark royalty payable for the Fruit that is intended for industrial processing (more specifically Fruit of class III, peeling apples and scrap).

GKE can decide annually to request no or reduced Trademark Royalties from the GROWER.

GKE shall inform the GROWER no later than the end of the sales season.

The aforementioned royalty amounts can be automatically indexed annually in accordance with the EU wholesale price index.

The GROWER pays the Trademark Royalties to GKE via the Recognised Reseller by 1 April, 1 July, 1 October and 1 December for the Fruit of the Variety sold in the preceding period.

The GROWER undertakes to deliver to GKE a list of the Fruit quantities sold to and/or via the Recognised Reseller.

In the framework of the above and to verify the number of trees of The Variety, the GROWER hereby irrevocably grants permission to the Recognised Tree Nursery to compile an overview on behalf of GKE and EFC specifying the Trees of The Variety sold by the Recognised Tree Nursery to EFC and delivered to the GROWER.

GROWER also undertakes to pay EFC the price of the Trees. Such payment shall be made no later than one month after the purchase of the Trees.

All Trees shall remain the property of EFC until the payments due have been made in full by the GROWER.

The GROWER undertakes to deliver to GKE annually on 1 June and 1 September a written report regarding the expected magnitude of the yield of the Fruit. This report states at least:

- the quantity of Fruit that is stored
- the quality of the afore-mentioned Fruit
- the quantity of Fruit that has been sold and/ or shipped
- the production and sales planning

GROWER undertakes to only use the Trademark GREENSTAR® or KANZI® for selling Fruit of The Variety to a Recognised Reseller, either through the agency of the RECOGNISED GROWERS' ASSOCIATION of which the GROWER in question is a

member, or directly if the GROWER is not a member of a RECOGNISED GROWERS' ASSOCIATION.
