

ProTerra General Terms of Certification and Use

Preamble

ProTerra Foundation operates globally verification and certification systems for evidencing social responsibility, sustainability, traceability and non-GMO requirements for agricultural commodities due to legal regulations or voluntary agreements. Furthermore, ProTerra Foundation provides training to farmers, trainers and auditors based on the ProTerra Standards. ProTerra Foundation develops research projects in the area of agriculture, agricultural commodities and related industries. ProTerra Foundation being the Scheme Owner does not perform any certifications itself. ProTerra Foundation takes all the necessary measures that conform with sustainability, non-GMO requirements and complete traceability of the agricultural commodities is demonstrated on a reliable basis and services based on ProTerra Standards are provided on a high-quality level. It is ensured by way of a worldwide consistent application of the ProTerra Standards and quality assurance monitoring on all levels.

Certificates or statements of conformity are exclusively issued by recognized Certification Bodies that have been approved and have executed a Cooperation Agreement with the ProTerra Foundation.

1 Scope of Application and Contract Documentation

- 1.1 The General Terms of Certification and Use apply to all business dealings between the Certification Body and ProTerra Foundation and form a part of the Cooperation Agreement between both entities. Additional contractual documents shall be mentioned in the Cooperation Agreement.
- 1.2 The General Terms of Certification and Use shall regulate the use of services based on the ProTerra Standards.
- 1.3 Any deviating General Terms and Conditions of the Certification Body or of a System User are explicitly rejected.
- 1.4 The Requirements of Certification Bodies and the ProTerra Certification System (ProTerra Standards and ProTerra Certification Protocol) shall form the basics of cooperation and the certification by the Certification Bodies.
- 1.5 The Certification Body shall be notified in case of any changes to the General Terms of Certification and Use, the Guidelines and Requirements for the Use of the ProTerra Logo and Seals and in the fee structure, no later than a month before the proposed effective date. The Certification Body shall be deemed to have agreed to the changes if it does not submit its rejection of them in written form before the proposed effective date.

2 Definitions

As used in this document, the following key terms have the indicated meanings. Relevant terms not indicated herein are defined in the Certification Protocol:

Certificates are attestations issued by a Cooperative Certification Body that confirm that the System User has met the ProTerra requirements imposed upon their business.

Certification Agreement or Service Agreement is the contract executed between the System User and the Certification Body or the Service provider.

Certification Body is a Certification Body (CB) approved by the ProTerra Foundation that has executed a Cooperation Agreement with the ProTerra Foundation. The CB is responsible for conducting ProTerra compliance audits and issuance of certificates or verification letters.

ProTerra Certification System includes the ProTerra Standards and the Certification Protocol. They are published in the currently applicable version on the ProTerra Foundation website.

System User is any natural or legal person that executed an agreement with a Certification Body or Service provider regarding the use of services (certification audits, gap audits for example), based on the ProTerra Standards.

3 Rights and Duties of the Certification Body

- 3.1 Activities under any ProTerra certification system may be carried out only if the Certification Body is approved by ProTerra Foundation. Please refer to the Approval and Operational Procedures for Certification Bodies in force for details.
- 3.2 The Certification Body is required to inform ProTerra and document any changes that may affect its accreditation. This may include reports of audits and surveillance by the accreditation body.
ProTerra will monitor and evaluate the accreditation status including the validity of accreditation certificates of the approved Certification Bodies.
- 3.3 The Certification Body shall timely inform System Users (their clients) that they must apply for membership of the ProTerra Network and accept the General Terms of Certification and Use in order to execute a Certification or Service Agreement with the Certification Body for conducting certification or gap-audits or other services under the ProTerra Standards. The Certification Body shall be permitted to perform an audit only if the System User has applied for membership in the ProTerra Network.
- 3.4 The Certification Body is responsible for its decisions and its obligations towards its clients and cannot subcontract these unless subject to former approval by ProTerra.
- 3.5 Audits are to be performed in accordance with the respective applicable documents and the ProTerra Standards. ProTerra may give binding instructions to the Certification Body regarding the application of a Standard, define audit requirements, and provide conditions for the System User according to which certificates are to be issued.
- 3.6 Audit reports are to be filled out completely and correctly and sent to the ProTerra Foundation within a maximum of 30 days after the audit report release date.
- 3.7 The Certification Body shall be obliged to verify within the framework of each audit the correctness of the information provided by the System User during the ProTerra Network application for membership and/or any subsequent update of such information and to notify ProTerra via e-mail of any change, at the latest together with the transmission of the certification documents. Such obligation shall also apply if the Certification Body becomes aware of any change to such information outside an audit.

- 3.8 The Certification Body shall timely provide ProTerra Foundation with all the information necessary related to its activities associated with ProTerra System as indicated in the contract and the Approval and Operational Procedures for Certification Bodies.
- 3.9 The Certification Body shall be obliged to enable and allow Integrity Assessments if requested by ProTerra. This will be organized based on the audits scheduled at the time of request by ProTerra, on a case-by-case basis. In the event of a surveillance audit by the Certification Body, the Certification Body shall be obliged to forward to ProTerra the documents requested as part of the surveillance audit.
- 3.10 The Certification Body has to nominate a primary contact person (and his/her delegate) per business unit or region who is defined as the Key Account Manager of the ProTerra Foundation. Besides being responsible for operational improvement and controlling all necessary documents that have to be sent to the ProTerra Foundation, the primary contact person is responsible that, if requested by the ProTerra Foundation Secretariat, additional data shall be sent to the ProTerra Foundation Secretariat within 30 working days.
- 3.11 The Certification Body shall motivate a timely re-certification of the System User.

4 Rights and Duties of the System User

The prerequisite for the System User to use services related to the ProTerra Standards is the acceptance of these General Terms of Certification and Use as well as the registration as a ProTerra Foundation Network member.

Any Certification or Service agreement shall be executed following the sending of the confirmation of registration of the System User by email.

- 4.1 The System User shall be entitled to use services related to the ProTerra Standards. Without registration and the formal acceptance of these General Terms of Certification and Use, the Cooperating Certification Body or Service Provider shall not be entitled to grant certification or provide other services on the basis of the ProTerra Standards.
- 4.2 The System User may use the ProTerra Logo for communication based on the applicable version of the Guidelines and Requirements for the Use of the ProTerra Logo and Seal after the prior, explicit and written consent of the ProTerra Foundation. The right to use the Logo does explicitly not include the use of the ProTerra Certified Seal on products.
- 4.3 The System User shall provide to the Certification Body any and all data and documents relevant to audits and allow access to those sites, facilities and equipment, as needed for the proper execution of the auditing or assessment work.
- 4.4 The System User shall allow a representative of the ProTerra Foundation or an independent auditor assigned by the ProTerra Foundation to participate in audits performed by the Certification Body for certification, recertification or gap audits.

4.5 If requested by the ProTerra Foundation, the System User shall allow integrity assessments to be performed by ProTerra or independent auditors according to the ProTerra Integrity Program. ProTerra Foundation will notify the System User about the request with a proposed date for the assessment four weeks prior to the proposed date in writing or by e-mail. If the System User cannot confirm the proposed date, the System User shall be obliged to immediately provide the Secretariat of the ProTerra Foundation with two alternative dates within a period of two months from receipt of the written notification. The ProTerra Foundation representatives or the auditors commissioned by the ProTerra Foundation with the implementation of the integrity assessment shall be:

- Granted access to the properties, business premises, operating rooms and storage rooms as well as means of transport during business and working hours;
- Allowed to make inspections of the properties, premises and means of transport;
- Allowed to inspect relevant business documentation available in written and electronic form;
- Provided with all relevant information required.

5 Rights and Duties of ProTerra Foundation

The ProTerra Foundation:

- 5.1 Provides the ProTerra Standards and the ProTerra Certification Protocol and services based on these Standards. The applicable versions of the Standards and the Certification Protocol are available on the ProTerra website;
- 5.2 Is entitled to adjust and revise the ProTerra Standards and the Certification Protocol periodically. Any revision of the Standards shall undergo a transparent and participative process and shall be acknowledged by the ProTerra Foundation Standard and Certification Committee and approved by the Board of the ProTerra Foundation;
- 5.3 Shall be entitled to list the System User's company name and logo in the membership list and to publish them on the internet and in print media. ProTerra Foundation shall not be entitled to use the information in any other way without written consent by the System User.
- 5.4 Does not issue any certificates, nor is liable for the validity of each and every certificate issued by the Certification Body, however on the basis of the cooperation agreement existing between ProTerra Foundation and the Certification Body, ProTerra Foundation is entitled to give binding general instructions to the Certification Body regarding the application of the ProTerra Standards and the Certification Protocol.

6 Use of the ProTerra Logo and the ProTerra Seal

- 6.1 The Certification Body shall be both entitled and obliged to proper use of the ProTerra Logo on the issued certificates.

- 6.2 The Certification Body checks the correct use of the ProTerra Logo in printed matters or on the Systems User's website or any other means of media and communications. Misuse or infringement of the ProTerra Logo has to be reported by the Certification Body to the ProTerra Foundation, also when detected either during an audit or upon notification otherwise. The obligation to inform ProTerra of misuse or infringe of the ProTerra Logo and Seal where applicable shall also include misuse by a third party.
- 6.3 If the System User wishes to use the logo in any other way, especially in the form of the ProTerra Seal on-product, the Certification Body shall inform ProTerra Foundation of this accordingly. An agreement on the use of the ProTerra Logo and Seal shall in such an event be concluded directly between ProTerra Foundation and the System User. The exclusive rights to the ProTerra Logo and Seal held by ProTerra Foundation shall be unaffected by this.

7 Integrity Program and Rights of Access and Inspection

- 7.1 In order to ensure a consistent and objective audit and certification process by all Cooperating Certification Bodies, ProTerra Foundation may perform Integrity Assessments. These audits are planned randomly or targeted based on risk evaluation or reactions to complaints.
- 7.2 Integrity Assessment applies to certification, certification renewals, verification, gap audits, training or any service based on a ProTerra Standard. The focus of the assessment is the work performed by the Certification Body with no obligation arising towards the System User.
- 7.3 Once the date of the Integrity Assessment is agreed upon with the CB (and System User if applicable – case of a shadow audit or surveillance audits), ProTerra Foundation (or its auditors) will prepare and submit to the CB the Integrity Assessment Plan, that will indicate the topics that will be covered during the assessment.
- 7.4 Shadow audit is an audit where ProTerra auditors will accompany the auditors from the CB to observe their performance and compliance with the requirements of the ProTerra Certification Protocol. ProTerra auditors will not interfere with the course of the CB's audit. At the end of the audit, ProTerra will present the CB with a list of their findings and recommendations in relation to the audit process.
- 7.5 Surveillance audit is an audit where ProTerra auditors will inspect a System User and perform spot checks on topics of the ProTerra Standards, to verify the robustness of the work done by the CB in terms of identifying non-compliance. The CB may send an auditor to act as shadow, however, this auditor is not entitled to interfere with the process and is an observer only. An audit report is due to the CB with a list of findings and recommendations in relation to the audit process.
- 7.6 An administrative audit is an audit where ProTerra auditors will inspect the management system of the CB to handle ProTerra-related work. This can be done at the administrative premises of the CB or remotely. An audit report is due to the CB with a list of findings and recommendations in relation to the management system.

- 7.7 The CB will have up to 30 working days to reply to the ProTerra Audit Report including presenting a corrective action plan for the non-compliances. This plan should detail the corrective action proposed and the timeline for its implementation. ProTerra Foundation expects that the recommendations and improvement actions are reflected in the CB's procedures and periodic internal critical reviews (refer to Approval and Operational Procedures for Certification Bodies).
- 7.8 At all locations where the Certification Body performs activities associated with the Cooperation Agreement and on which it exercises material control, the Certification Body must enable employees of ProTerra Foundation and/or auditors commissioned by ProTerra Foundation:
- to enter sites, offices, production and storage premises and means of transport during business hours or hours of operation;
 - to undertake inspections
 - to inspect and audit all relevant written and electronic business records available;
 - to request the necessary information,
 - to take samples; and
 - to accompany the Certification Body on ProTerra audits and/or carry out its own control audits of companies that have already been certified (surveillance audit by ProTerra Foundation).

8 Complaint and Appeal

In principle, resolutions for conflicts shall be made near the source of the dispute, with the participation of the parties involved and with the aim of reaching an amicable settlement. If such an amicable settlement cannot be reached, the procedures defined in the latest version of the PTF Complaints Procedure apply.

9 Certificate Fees and Licence Fees

- 9.1 The System User shall pay the following fees for the use of services based on the ProTerra Standards:
- An annual membership fee gives access to the services offered by ProTerra Foundation according to the actual membership package. This fee will be invoiced directly by the ProTerra Foundation;
 - A fee based on the volume certified, as well as a fee per site audited along the Chain of Custody. Users shall be invoiced for these fees by the Certification Body or the ProTerra Foundation;
 - Compensation for training courses and training materials, based on specific offers and contracts.

The currently valid version of the fee structure is available on the ProTerra website.

The System User's obligation to pay the fees contractually agreed upon with the Certification Body shall remain unaffected by the fees mentioned above.

- 9.2 The ProTerra Foundation is to collect fees from System Users according to the ProTerra Fee Structure by invoicing these to System Users. Other arrangements for payment of fees to the ProTerra Foundation are to be agreed between the ProTerra Foundation Managing Director (or Secretariat), and the System User.

- 9.3 The Certification Body must pay ProTerra Foundation the annual associate membership fee. The annual membership fee shall become due for the first time upon the conclusion of the Cooperation Agreement and subsequently, once a year as of the respective anniversary of the conclusion of the Cooperation Agreement in accordance with the latest version of the Cooperation Agreement.

10 Confidential data handling and publication of third-party data

- 10.1 The ProTerra Foundation collects, stores and uses personal data and non-published company data insofar as necessary for a credible application of the ProTerra Standards with the services defined and permitted by legal regulations or ordered by the legislator.
- 10.2 ProTerra shall exclusively store and process the data of the Certification Body for the purposes resulting from the Cooperation Agreement taking into account the relevant statutory provisions and the present General Terms of Certification and Use.
- 10.3 ProTerra Foundation will treat personal data and non-published company data as confidential and according to the provisions of the applicable data protection law. The confidential treatment of data covers ProTerra Foundation Staff as well as all the non-employed members of Committees and the ProTerra Foundation Board during the time of their service as well as at least 5 years after termination of their service term.
- 10.4 Certificate Reports may also encompass information regarding third parties that are not System Users (company name/trade name, address, country). This data is subject matter of the certification. The Certification Body shall ensure the complete and accurate provision by the System User of such data.
- 10.5 The Certification Body agrees to the publication of its name, logo, address, point of contact, e-mail address and web address on the ProTerra website as well as in print media of ProTerra Foundation and other public and non-public appearances of ProTerra Foundation.
- If the Certification Body provides personal data regarding third parties, for example by naming contact persons, it shall be responsible for the completeness and correctness of such data and shall ensure that ProTerra Foundation is entitled to use, make publicly available and transmit such data to third parties within the framework of the execution of the Cooperation Agreement without violating third party rights. The Certification Body shall indemnify and hold harmless ProTerra Foundation from any and all claims, including claims for compensation for damages, asserted against ProTerra by third parties due to any violation of their rights based on the use, publication or disclosure of such data to third parties.
- 10.6 Subject to the stipulations above, as a rule, any data collected, stored and used by ProTerra shall not be made publicly available or passed on by ProTerra to third parties. Such data (e.g. including, but not limited to audit reports, and completed audit reports) shall only be made publicly available by ProTerra or be passed on to third parties if the Certification Body and the respective third party or System User concerned have given their explicit consent to the publication or passing on of this data, or if ProTerra Foundation is obliged to pass on this information by law or due to official or judicial conditions or orders. The consent of the Certification Body and a third party has to be given in writing.

- 10.7 Should the System User change to another Certification Body, ProTerra shall be entitled to forward to the new Certification Body any and all data collected by ProTerra concerning the System User in connection with the performance of the System Usage, in particular with regard to the previous certifications and audits of the Certification Body and/or previous integrity assessments.
- 10.8 ProTerra Foundation shall be entitled to use the results of audits for regionally aggregated information in reports, on the website and towards media and interested stakeholders about compliance with the ProTerra Standards without disclosing any individual company, production, processing or logistic unit.
- 10.9 ProTerra Foundation takes technical and organisational security measures to protect data collected, including any personal data, against loss, manipulation or unauthorised third-party access. The technical procedures used in this context are developed further and improved according to technological progress. ProTerra Foundation however points out that it is not possible to guarantee comprehensive absolute protection.

11 Infringements of ProTerra Standards by System Users

- 11.1 In the case of any infringement of the System User against the ProTerra Standards and Procedures, the Certification Body shall be obliged to inform ProTerra Foundation as soon as possible upon discovery and in all detail of the event, the circumstances resulting in the infringement being discovered, the cooperation of the System User in discovering the infringement and the measures already taken by the System User for the purposes of damage prevention or damage limitation and to ensure future fulfilment of the requirements. At the first request of ProTerra Foundation, the Certification Body shall provide ProTerra Foundation without delay with any and all documents related to the event and provide a written statement, in particular with regard to the severity of the infringement in accordance with the General Terms of Certification and Use applicable to the System User as well as with regard to the degree of fault (simple or gross negligence, intent, fraudulent information).
- 11.2 If ProTerra Foundation defines obligations in case of minor infringements, the Certification Body shall verify the fulfilment of such obligations within the framework of the next audit.
- 11.3 In the case of any culpable, serious infringement of the System User with the General Terms of Certification and Use, the Certification Body shall be obliged to promptly declare the System User's certificate null and void and to withdraw it. ProTerra may also give corresponding instructions.
- 11.4 In the case of any culpable, serious infringement of the Certification Body with the General Terms of Certification and Use, the Certification Body may be suspended temporarily or definitely from executing ProTerra related work.

Approved by the Board, September 2023