

Registration Agreement

for the Crediting of “ohne Gentechnik”-Compliant Feeding in Rearing/Purchasing Facilities

between

Verband Lebensmittel ohne Gentechnik e.V., Friedrichstrasse 153a, 10117 Berlin, Germany

- hereinafter “VLOG” -

and

the rearing/purchasing facility

as well as the legally dependent facilities/affiliates listed in Annex I

Registration ID (to be entered by VLOG): _____

- hereinafter the “Business” -

PREAMBLE

Under the VLOG “Ohne Gentechnik” Production and Certification Standard (the VLOG Standard), VLOG-certified agricultural facilities must comply with the minimum feeding conversion period¹ under the EC Genetic Engineering Implementation Act (EG-Gentechnik-Durchführungsgesetz), Annex 1 for the production of “Ohne Gentechnik” animals. When (young) animals are purchased, the period of “ohne Gentechnik”-compliant feeding in the rearing/purchasing facility may be credited toward the minimum feeding conversion period if the rearing/purchasing facility is registered with VLOG under this Agreement.

This having been said, the parties agree as follows:

¹ Period during which only “ohne Gentechnik”-compliant feed is used.

Section 1 Crediting toward the Minimum Feeding Conversion Period

- (1) The crediting of “ohne Gentechnik”-compliant feeding of (young) animals in the Business towards the periods mentioned in § 3a (4) sentence 2 in conjunction with the Annex to the EGGenTDurchfG prior to processing into food, within which periods the feeding with genetically modified feed is impermissible, is possible only if the Business is registered with VLOG under this Agreement.
- (2) No registration within the meaning of this Agreement is necessary if the Business has already been certified according to the VLOG Standard or a standard recognised as equivalent for the relevant area of application.

Section 2 Registration

- (1) The prerequisite for registration of the Business is the Business’s submission to VLOG of a filled-out Master Data Sheet (Annex I) and a Facility Description of registered facilities (Annex II).
- (2) Upon the signing of the Agreement, VLOG shall provide the Business with a Registration ID and a fixed-term registration confirmation.
- (3) The Business shall be entitled to utilise a valid registration confirmation to inform third parties of its registration and the Business’s ability to credit rearing periods to the minimum feeding conversion period during the term of the Agreement.
- (4) The registration confirmation shall be appropriately extended if a review of compliance with the requirements of the Agreement by VLOG finds that the prerequisites for registration are still met. In any case, VLOG shall carry out this review before the expiry of the existing certificate, and the Business shall be notified of the results before expiry.
- (5) By signing this Agreement, the Business agrees to pay the registration fee established by VLOG. The details of this are governed by Sec. 4. VLOG shall issue the Business an invoice, which indicates the amount of the registration fee and the date on which payment is due.
- (6) The Registration Agreement does not authorise the Business to use the “Ohne GenTechnik” seal for food or the “VLOG geprüft” seal for feed. Moreover, the Business is not permitted to advertise its products/animals as “VLOG”.
- (7) VLOG shall be entitled to collect operating data on the Business. VLOG undertakes to handle such information confidentially and to use it only for internal assessment. VLOG shall also be entitled to publish this data in anonymised form, e.g. as statistics.

Section 3 Compliance with Registration Requirements

- (1) For the duration of this Agreement, the Business agrees to comply with the following terms and conditions:
 - a. During the relevant minimum feeding conversion period, the animals intended for “ohne Gentechnik”/VLOG production must be fed in accordance with the

requirements of the EGGenTDurchfG. They may not be fed with feed subject to mandatory labelling under Regulation (EC) 1829/2003 and Regulation (EC) 1830/2003.

- b. Compliance with the requirements in Sec. 1a must be verifiable by means of feed delivery notes and the documentation of feed use (e.g., ration planning). Delivery notes and documents must be retained for at least five years.
 - c. The Business shall disclose the “ohne Gentechnik”-compliant feeding period to buyers by utilising the “Certificate of ‘ohne Gentechnik’-compliant feeding of animals” (see Annex to the VLOG Standard, in the respectively valid version, which shall be promptly presented to buyers, upon request.
- (2) The Business agrees to inspections, including sampling (so-called Integrity Audits), by VLOG or third-party representatives mandated by VLOG. The inspections may be conducted in all areas relevant for the “Ohne Gentechnik” production of the company. VLOG shall bear all costs for inspections and analyses.
 - (3) The Business undertakes to implement all measures imposed by VLOG following an inspection by VLOG. The Business shall be notified in writing of the measures as well as the deadlines for implementing the measures.
 - (4) In the event the EGGenTDurchfG or the Registration Agreement is violated, the Business shall be billed for the costs of the Integrity Audit. The Business shall also be billed for costs for an extraordinary inspection of which the Business itself has given cause. Such a cause exists in particular if the Business does not fulfil its obligations for transmission of information and/or documents pursuant to the regulations of this Agreement, or if deficiencies found during previous inspections call for a follow-up inspection to verify the deficiency was remedied.
 - (5) The Business shall promptly notify VLOG of any changes to the Master Data Sheet and the Facility Description that are relevant for the registration.

Section 4 Registration Fees

- (1) The Business agrees to pay the registration fees invoiced by VLOG in a timely manner. The fees set forth in “Recognition and registration fee schedule of the VLOG”, in the respectively valid version, shall apply. VLOG’s Registration Fee Schedule is an integral part of this Registration Agreement (Annex III).
- (2) VLOG may change the Fee Schedule at its reasonable discretion in order to introduce a new calculation system. An increase or decrease in the registration fee may be considered if the costs of registering facilities increase or decrease or the statutory requirements, the case law of the highest court or the market conditions change. Increases in one type of cost may only be used to increase fees to the extent that the increase is not balanced out by cost reductions in other areas. If there are decreases in costs, the registration fee shall be reduced to the extent that these cost reductions are not used up by increases in other areas.

- (3) If an adjustment to the registration fees is necessary, the Business shall be notified of the reasons for the increase or decrease in registration fees in writing, together with notification of the change in the Fee Schedule. The new version of the Fee Schedule shall become an integral part of this Registration Agreement at the close of three months after its receipt by the Business, unless the Business to be registered objects to its inclusion in writing within this three-month period. In the case of opposition, each Party shall have the right to cancel the Agreement within a notice period of 3 months to month's end.

Section 5 Penalties

- (1) In the case of violation of this Registration Agreement, the Business is subject to paying a fine to VLOG. Evaluation of the violation shall be done by the VLOG Office. VLOG's Advisory Board shall decide about complaints against the assessment. VLOG shall also obligate the members of its Advisory Council to treat confidentially any proceedings brought to their attention.
- (2) The fine shall be calculated based on the seriousness of the violation and the Business's total annual revenue.
- (3) VLOG shall classify the seriousness of the violation on a case-by-case basis.

Fine amount	Total Annual Revenue in Million Euros			
	≤ 1	> 1 ≤ 50	> 50 ≤ 500	> 500
Minor violations	Max. €50	Max. €250	Max. €1,000	Max. €2,500
Significant violations	Max. €100	Max. €500	Max. €2,000	Max. €5,000
Major violations	Max. €200	Max. €1,000	Max. €4,000	Max. €10,000

- (4) VLOG shall be entitled to amend the penalty provisions by giving six weeks' advance notice if it turns out that certain provisions are no longer practicable or if a change is necessitated by statutory requirements, changes in the case law of the highest court, changes in market conditions, the resolution of issues of interpretation or the need to ensure compliance with the "Ohne Gentechnik" criteria. This may also include the creation of a separate schedule of penalties. VLOG shall inform the client of the respective change by email or in writing. The client shall be expressly informed that the respective amendment will be part of the Agreement between the contracting parties, unless the client opposes the change by email or in writing within a period of six weeks of being informed of the amendment. If the client does oppose the amendment, each Party shall have the right to cancel the Agreement with a notice period of three months to the end of a calendar month.

Section 6 Duration/Termination of the Agreement

- (1) The Registration Agreement is concluded for an undetermined period of time. It may be cancelled by either party without giving a reason with a notice period of 3 months to the end of the year.
- (2) The right to an extraordinary termination shall remain unaffected.
- (3) VLOG may cancel the Agreement with immediate effect if:
 - an invoice for a registration, fine or cost for inspection, including any reminder fees, has not been paid in full within two weeks of the second reminder; or
 - false information is provided wilfully or by gross negligence at the time of application and registration;
 - the Registration Agreement is violated wilfully, by gross negligence or repeatedly.
- (4) Membership fees already paid for the current year will not be refunded in the event the contractual relationship ends prematurely if the Business to be registered is responsible for the premature termination of the Agreement.

Section 7 Final Provisions

- (1) Solely German law shall apply.
- (2) The place of jurisdiction shall be VLOG's place of business.
- (3) The Parties agree that no oral or written supplementary agreements were concluded outside of this Agreement.
- (4) Should individual provisions in this Agreement be ineffective, the effectiveness of the other provisions in this Agreement shall remain unaffected.
- (5) All annexes are an integral part of this Agreement.
- (6) VLOG shall be entitled to amend these general terms with six weeks' advance notice if such is necessitated by statutory requirements, changes in the case law of the highest court, changes in market conditions or the resolution of issues of interpretation. VLOG shall inform the client of the respective change by email or in writing. The client shall be expressly informed that the respective amendment will be part of the Agreement between the contracting parties unless the client opposes the change by email or in writing within a period of six weeks of being informed of the amendment. If the client does oppose the amendment, each Party shall have the right to cancel the Agreement with a notice period of three months to the end of a calendar month. Sec. 4 (2) and (3) and Sec. 5 (4) shall remain unaffected.
- (7) This Agreement replaces any agreements previously made between the Parties.

Annex I – Master Data Sheet for the Registration of Rearing Facilities

Annex II – Facility Descriptions of Registered Facilities

Annex III – VLOG Fee Schedule for Recognitions and Registrations

VLOG:

Place, date

A. Hissting, Managing Director VLOG

Company:

Place, date

Signature

Annex I: Master Data Sheet for Registration of Rearing Farms

Version 1st December 2020

Please fill out this master data sheet completely. Missing or illegible information means that your contract cannot be processed. Please do not staple the pages together.

Type of request:*

- First registration of a rearing farm
Stage agriculture – Animal production – Piglet rearing
- Subsequent site registration ¹

Company data

Name of company *	Legal form*
Address of main location*	Value Added Tax Identification Number*
VVVO number² or comparable number	Commercial Register No./Register of Association
Legal representative of company* Ms./Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> First name, Last name*	Email*
Contact person in your company for the VLOG registration* Ms./Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> First name, Last name*	Email*
Phone number*	Fax

¹ For businesses that have already concluded a registration with VLOG and wish to include other sites in the registration.

² Registration number of an agricultural company based on the German Livestock Traffic Regulation.

* mandatory field

If **applicable**: Other legally not independent sites of your company that are included in the VLOG registration.³

A separate agreement is to be filled out for each legally independent site.

Name of site*	Contact person at the site* <input type="checkbox"/> same as main location Ms./Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> First name, Last name*
Address*	Phone number* Email*
VVVO number² or comparable number	
Registration Sub-ID (to be entered by VLOG)	_____
Name of site*	Contact person at the site* <input type="checkbox"/> same as main location Ms./Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> First name, Last name*
Address*	Phone number* Email*
VVVO number² or comparable number	
Registration Sub-ID (to be entered by VLOG)	_____
Name of site*	Contact person at the site* <input type="checkbox"/> same as main location Ms./Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> First name, Last name*
Address*	Phone number* Email*
VVVO number² or comparable number	
Registration Sub-ID (to be entered by VLOG)	_____
For further sites please attach an extra list.	

³ A location is all premises and buildings of a company at one postal address. For example, "Bahnhofstraße 3a" or "Wiesengrund 1-5" are considered to be one address.

I/We hereby declare the correctness of the information provided above.

Company:

Place and Date

Signature

VLOG (only for subsequent site registration):

Place and Date

A. Hissting, Managing Director VLOG