



Agreement Agrosafe module

The Agrosafe module for beneficiaries of Ai2 is outsourced to Agrover B.V. (Agrover). Agrover is policy holder with the credit insurance company and takes care of payments for unpaid, insured invoices. Agrover manages and checks daily the insured invoices and takes care of payments to beneficiary of the insured and collected payments of the insurance company, for the insured part of the invoices that is agreed, per the conditions that has been agreed by Agrover with the insurance company.

Undersigned:

Sir / Madam _____, legal representative of:

- (company name): _____
- (address): _____
- (place): _____
- (CoC nr) : _____ (VAT nr): _____

After this called: **Agrosafeholder**

and

- Agrover B.V., Postbus 208, 3640 AE Mijdrecht, legally represented by Mr. B. Weijtens, after this called **Agrover**.

The insurance company where Agrover has a credit policy is Atradius, policy number: 359728. After this called **Credit Insurance Co**.

Have agreed:

- a. Agrosafeholder will offer all het invoices to legal entities that are registered at Ai2, through the Ai2 platform to Agrover.
- b. Agrosafeholder will have access to the website of Ai2 (www.ai2.nl) and/or Agrover (www.agrover.nl) to check insured customers.
- c. Agrosafeholder sends notice to Agrover to what legal entities he or she is entering an agreement (insured transaction).
- d. From the moment when Agrosafeholder starts to collect through Ai2 (legal entities which have not been collected before by Agrosafeholder), the transactions are not directly insured yet. A possible rejection of a credit limit will be announced by Agrover to Agrosafeholder within 2 working days after the first collection. Without any message to the contrary, the transactions will be automatically insured 2 working days after the first collection to a maximum of €5.000,-.
- e. In case the Agrosafeholder requires a higher limit, this limit has to be requested and approved by Agrover. Credit limit requests can be made by email (info@agrover.nl). In case of a new legal entity, the Agrosafeholder has to inform Agrover the full name, address, Chamber of commerce, VAT nr, payment conditions and , if available, payment history of the last 12 months of the new legal entity. Agrover will try to report a new limit acceptance or rejection within 2 working days to Agrosafeholder.
- f. Agrover advices to email credit limit requests to: info@agrover.nl, before collection to new legal entities. In this case Agrover can inform Agrosafeholder about a limit acceptance or rejection before the collecting has started.
- g. Only invoices of a legal entity, made up by Ai2 or entered in the system of Ai2, for the purpose of Agrosafeholder, where a service of goods and/or services underlie can be insured by the Credit Insurance Co. of Agrover. The supply of goods and/or services will always have a credit term of more than 24 hours.
- h. All supplied goods and/or services will have to be entered in the system of Ai2 within 12 hours (on working days) . This applies also for supplies that are invoiced later (maximum 14 days).
- i. The maximum payment condition/collection term is 14 days after date of invoice.
- j. Agrosafeholder has to follow the guide lines and instructions of Ai2/Agrover to use the maximum of this Agrover module.

What is paid to the Agrosafeholder by Agrover in case of non-payment by the insured customer?

Only invoices concerning supplies of goods and services of agricultural and/or horticultural products, including packaging materials and trolleys, between trading companies in the agricultural and/or horticultural industry (including transport) qualify to receive the paid out amount of money to Agrover in case of non-payment. Only the invoiced supplies of goods and services, excluding VAT, are eligible for continued payment.

There will be paid a maximum of 80% of the total invoice amount, excluding VAT, if the terms and conditions are followed as agreed in this module. With annual continuation of this module, the percentage increases annually by 2% to a maximum of 90%. The Agrosafeholder builds in five consecutive years of participation a bonus of 10%. After an interruption of the participation, the build percentage will be expired immediately.

What is not included in this module, so when will not be paid out?

- If the Agrosafeholder decides to stop using the services of Ai2 and starts to send invoices directly to the legal entities or use other services than Ai2 for collection, all the outstanding and unpaid invoices, which are entered in the system of Ai2, immediately fall out of this module and will be uninsured. The Agrosafeholder will not be able to receive any form of payment of the amounts Agrover received of the Credit Insurance Co. related to the legal person or persons who have defaulted on its obligations to Ai2. Likewise the Agrosafeholder will not have access to Ai2 and the Agrosafe module and will not have the opportunity to offer supplies of goods and/or services for the next 6 months.
- If the Agrosafeholder consciously offers supplies of goods and/or services too late to Ai2, will also the above mentioned consequence be applied.
- Supplies of goods and/or services, or parts thereof, which are higher than the limit issued by Agrover.

And the other Atradius policy conditions:

- a. Losses caused directly or indirectly caused by, or arising from ionizing, radioactive, toxic, explosive or other hazardous or contaminating properties or effects of any explosive nuclear assembly or part thereof, nuclear fuel, nuclear burning or nuclear waste;

- b. losses caused by or arising from a dispute with the debtor (Agrosafeholder) - on any ground - partial or full payment of the claim fails to fulfill or fails to fulfill one of any in this agreement noted obligations. This exclusion is not applicable once the dispute is decided in your favor, or through an amicable settlement or arbitration by a final court decision;
- c. losses caused by you or someone you represent or someone acting on your behalf, omits the obligations of this agreement with the debtor, and other legal obligations or measures, regulations, orders or other legal rules which have the force of the law to fulfill;

Excluding political risks

The coverage does not apply to losses caused or contributed by, or arising directly or indirectly from:

- a. political events, economic difficulties, foreign exchange shortages, -devaluation or -fluctuation or legal or administrative measures in the country of the debtor that prevent or delay the transfer of the funds paid by the debtor;
- b. war (including civil war, hostilities, rebellion and insurrection), revolution or riot;
- c. a cyclone, flood, earthquake, volcanic eruption or flood or other natural disasters or force majeure.

Duration of the Agrosafe module

The Agrosafe module will be entered for a minimum duration of 1 year after date of signing. Cancellation of the agreement has to be done in writing with a minimum of 30 days before the end date of this agreement.

Premature cancellation

With due observance of the conditions above, is this agreement, directly and without any declare in default, able to be cancelled, when:

- a party fails to fulfill one of any in this agreement noted obligations;
- a party will be declared bankrupt, granted with suspension of payment, debt restructuring for individuals will be applicable to him/her, or if he/she otherwise, in whole or in part, loses the control to his/her ability;
- any executive confiscation is levied on one or more assets of a party;
- a party is dissolved c.q. liquidated.

Confidentiality

- Without prior written permission of Agrosafeholder, Agrover will not share any information at any time, which is linked to Agrosafeholder, his/her company and business associates and customers, especially the turnover data of Agrosafeholder, with third parties, other companies, or make it public.

Final provisions

- The current Agrosafe module is always available at www.agrover.nl.
- Changes in this agreement will be recorded in writing only.
- Any right to demand dissolution or cancellation of this agreement, for any reason, is impossible, without prejudice to any other rights of the undersigned under Dutch law. This agreement is the entire agreement which the parties have agreed and replaces all previous agreements which the parties have made.
- All legal relationships between the parties and the client to which these general conditions apply shall be governed by the Dutch law. Any dispute, arising from or related agreements, will be settled by the competent court in the district of Agrover. A dispute exists if one of the parties so considers.

Continued payments of the collected money of the Credit Insurance Co. to Agrover

Maximum 30 days after receiving the money of the Credit Insurance Co. due to the failure of a legal entity which Agrover has send an invoice to, if the conditions of this agreement have been fulfilled, the Agrosafeholder will receive the delayed payment of the collected money from Agrover,

Costs

The costs for the Agrosafe module is 0,4% of the invoice value, plus the applicable VAT rate.

- Monthly costs are €25,00, plus the applicable VAT rate for administrative- and limit costs.
- Costs and charges will be charged and collected by Ai2 monthly in arrears.

Agreed and signed in duplicate _____ at (date) ____ / ____ / 20 ____.

Agrosafeholder:

Policy holder:



(name) _____

B. Weijens