

JuicyChain

ACCESS TERMS AND CONDITIONS

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ACCESS TERMS AND CONDITIONS JUICYCHAIN

WHEREAS:

- A. The development and operation of sector-specific blockchain technology requires high financial development expenditures as well as significant organizational and administrative efforts. Due to those requirements, companies operating in the juice industry are faced with an insurmountable burden, not manageable for a single party supplementary to its core business. As a consequence, and with regard to the changing consumer expectations and technical progress, Refresco Europe B.V. and Eckes-Granini Group GmbH with support of IDH have decided to cooperate in the form of the JuicyChain Foundation with the common target to bring blockchain technology in the juice sector. The target of the Foundation is to promote technical progress with bundled forces while allowing consumers a fair share of the resulting benefit. Blockchain technology allows consumers to see for themselves what their purchased product contains and where it comes from. This transparency will increase the competition on the juice market because manufacturing companies will have to focus on sustainably and fairly manufactured products. As a result, consumers will benefit from transparency and increasing market standards.
- B. the Foundation is established to improve sustainability across the juice supply chain.
- C. the Foundation is financed through Investing Members.
- D. Parties support the goals of the Sustainable Juice Covenant to work towards 100% Sustainable juice by 2030.
- E. to reach the goals of the Sustainable Juice Covenant it is considered important that consumers are provided with assurance that they are buying a Sustainable product, know where it comes from and what it contains;
- F. It is not a requirement that companies are a member of the Sustainable Juice Covenant;
- G. Sustainability certifications provide assurance of improved practices to the market and companies can drive the demand for improved practices by committing to an increased uptake of social and environmental Sustainability certifications;
- H. certificate data can relate to organizations, facilities and apply to product batches affected. By offering traceability of juice products from fruit to end-product and enabling to relate certificates to the individual value chain steps, sustainability can be proven;
- I. the Foundation provides a new model of compliance monitoring and audibility in the form of an open blockchain from and for the juice industry to create trust, transparency, compliance, accountability and efficiency across the entire juice chain ("the JuicyChain").
- J. the JuicyChain makes it possible to register certificate data and product batch data across the juice value chain in an immutable way secured by triple entry accounting.
- K. Participant wants to become a Member and obtain access to the JuicyChain in order to share certificate and other traceability data as required;
- L. The terms and conditions for Participant to enrol to the JuicyChain are laid down in these Terms and Conditions (hereinafter referred to as the 'Agreement').

NOW THEREFORE AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 For the purpose of this Agreement the following terms shall have the following definitions:

Agreement	This access agreement
Foundation	Stichting JuicyChain , a foundation organized and existing under the laws of the Netherlands having its registered office in Rotterdam, the Netherlands, with address Fascinatio Boulevard 270, 3065 WB, Rotterdam., the Netherlands, registered under number 82483418, for the purpose hereof duly represented by its Board.
Investing Member	A Member financially contributing to the JuicyChain Foundation in accordance with the requirements of the JuicyChain Foundation.
IDH	Stichting IDH Sustainable Trade Initiative, A social enterprise that works with businesses, financiers, governments, and civil society to realize sustainable trade in global value chains which facilitates the JuicyChain.
IT Provider	The IT provider responsible for the technical realisation of the JuicyChain.
JuicyChain	The open blockchain platform on which certification and traceability information of Members are stored and related applications developed on behalf of the Foundation and explained in more detail at the website https://www.juicychain.org .
Member	A party active in the juice supply chain participating in the JuicyChain by entering into this Agreement.
Participant	A party who wants to enrol to the JuicyChain.
Party	The Foundation or the Participant, "Parties" will be the Foundation and Participant jointly.
Personal Data	Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Sustainable Juice Covenant	An initiative coordinated by IDH and endorsed by the European Fruit Association, describing goals and steps to take to improve sustainability by organisations active in the juice supply chains as further described on the following webpage: https://www.idhsustainabletrade.com/initiative/sustainable-juice-covenant/ .
Sustainability/Sustainable	The definition (standards) of the Sustainable Juice Covenant, amended from time to time, an initiative endorsed by the European Fruit Association and coordinated by IDH.

ARTICLE 2. ACCESS AND USE

- 2.1 In consideration of the agreements and promises contained in this Agreement, the Foundation grants Participant access to the JuicyChain which access rights are accepted by Participant in order to become a Member.
- 2.2 Participant shall actively use the JuicyChain and fulfil all the obligations of a Member in accordance with the terms and conditions set out in this Agreement.

ARTICLE 3. OBLIGATIONS OF THE FOUNDATION

- 3.1 The Foundation shall:
 - a. take reasonable steps to maintain the JuicyChain and keep the JuicyChain available through the instruction of an external independent IT Provider all in accordance with the articles of association of the Foundation;
 - b. provide server capacity required to use the JuicyChain to each Member, which servers shall be installed in the European Economic Area.
 - c. Provide first line support to Members through the external independent IT Provider;
 - d. Set a roadmap for further developments and applications to create trust, transparency, compliance, accountability to consumers.
 - e. Inform each Member in a yearly meeting about the developments within the JuicyChain and present the roadmap as mentioned in Clause 3.1.d.

ARTICLE 4. OBLIGATIONS OF A MEMBER

- 4.1 The member shall actively use the JuicyChain by entering relevant information into the JuicyChain. The Member can be in line with principles of Clause 8 (Term and Termination) terminate its membership to JuicyChain.
- 4.2 The Member will provide the following information to the JuicyChain for all relevant Product Batches:
 - a. Certification numbers;
 - b. Batch and PO numbers;
 - c. Batch sustainability %;
 - d. Other generic batch characteristics needed for the functioning of the JuicyChain.

Every Member decides what information is uploaded in the JuicyChain. The uploaded information is available in JuicyChain and visible to the public. The uploaded information is immutable but can be corrected afterwards, as JuicyChain is an open blockchain system, such corrections are done publicly.

- 4.3 The official language of the JuicyChain is English.
- 4.4 The Member supports the goals of the Sustainable Juice Covenant and shall align with the Sustainability sourcing principles of the Sustainable Juice Covenant. It is not a requirement that a Member is a member of the Sustainable Juice Covenant.
- 4.5 The Member shall adhere to reasonable instructions by the Foundation to safeguard the principles as laid down in this Agreement and the articles of association of the Foundation.
- 4.6 The Member will take reasonable steps to ensure that all information that it stores on the JuicyChain is accurate and complete.
- 4.7 The Member understands that all information provided to the JuicyChain is immutable.

- 4.8 The Member shall not enter any Personal Data into the JuicyChain or any pricing or volume information or other kind of commercial information which is suitable to affect or limit competition on the juice market (including both upstream or downstream market) and respect any limitations or obligations pursuant to applicable competition law.
- 4.9 The Foundation and all of its activities whatsoever shall be exclusively limited to the development, operation, enhancement, and supply of blockchain technology in the field of fruit juices, fruit-based beverages and fruit-based soft drinks. The Member strictly follows this limitation and observes at any time that no activities or omissions by itself or any of its partners will be in conflict with antitrust requirements. In particular but not limited to, the Member undertakes to exclude that there is any object or effect that directly or indirectly prevents, restricts or distorts competition within the relevant markets. The information passing through the blockchain will be binding and clearly defined in writing. Any deviation from this will be sanctioned and the overall circumstances surrounding this violation will be determined. Should the aforementioned be violated and, in particular, information of a potentially competitively relevant nature or information of an otherwise unlawful nature be transmitted, the violating Member will be excluded from the JuicyChain, and the cooperation will be suspended with immediate effect; the violating Member will assume all liability in this respect in line with the principles of the articles of association of the Foundation.
- 4.10 The Member shall keep all access-information strictly confidential in order to avoid abuse.
- 4.11 The Member is aware and accepts that the information shared in the JuicyChain will be used by auditors to verify the Sustainability levels of the juice processed.

ARTICLE 5. FINANCIAL CONTRIBUTION

- 5.1 During the first year of this Agreement, participation is free of charge.
- 5.2 After the first year of participation, the Foundation can decide to require Members to pay a yearly Member fee only to cover reasonable expenses of the Foundation. The fee shall be agreed between the parties in writing.

ARTICLE 6. BECOMING AN INVESTING MEMBER

- 6.1 Participants are eligible to become an Investing Member.
- 6.2 Investing Members pay a financial contribution (in addition to an applicable Member fee) and shall comply with other requirements to become an Investing Member set in a transparent way by the Foundation, as applicable at the moment of application to become an Investing Member.

ARTICLE 7. WARRANTIES AND LIABILITY

- 7.1 The JuicyChain is provided "as is" by the Foundation and without any express or implied warranties, including but not limited to implied warranties of merchantability, potential downtimes, technical errors, loss of data and fitness for a particular purposes are disclaimed.
- 7.2 Except for deliberate recklessness or wilful misconduct of the board of the Foundation, in no event shall the Foundation be liable for any direct, indirect, incidental, special exemplary or consequential damages (including but not limited to loss of use, data or profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability or tort arising in any way out of the use of the JuicyChain. The liability of the Foundation is excluded to the maximum extent permitted by law.

ARTICLE 8. TERM AND TERMINATION

- 8.1 The Agreement commences on the date that both Parties have signed this Agreement and shall continue to be in force for an indefinite period, unless terminated in accordance with this Article 8 of this Agreement.
- 8.2 This Agreement may be terminated:
- a. forthwith upon written notice to the other Party in the event of the other Party being in material breach of or in material default of this Agreement and such material breach or material default not being remedied within thirty (30) days after receipt of a written notice from the other Party specifying the nature of the breach or default; or,
 - b. forthwith upon written notice to the other Party in the event the other party should become insolvent or make an assignment for the benefit of its creditors or file for or be placed in bankruptcy or a receiver is appointed of all or any part of the property of the other Party takes any other action which indicates insolvency on its part (or any equivalent event in any other jurisdiction).
- 8.3 The Foundation may terminate this Agreement with immediate effect, without becoming liable, if:
- a. Participant provides false and/or incomplete information to JuicyChain;
 - b. Participant seriously violates the objectives of the Foundation;
 - c. Participants enter Personal Data in the JuicyChain repeatedly despite previous request to refrain from doing so;
 - d. Participant does not observe the limit scope of the JuicyChain and conflicts with or attempts to conflict with any applicable antitrust requirement.
- 8.4 Both Parties may terminate the Agreement for convenience taking into account three months written notice. For Investing Members a notice period of six months will apply. The Member will bear its own costs related to termination of this Agreement.
- 8.5 Upon termination of the Agreement Participant will no longer have access to JuicyChain. Participant acknowledges that due to the nature of the blockchain technology, documents are retained on the blockchain after membership of the Participant ends as long as the blockchain is still active. JuicyChain shall remain active as long as blockchain nodes keep storing the data.

ARTICLE 9. NOTICES AND USE NAME MEMBER

- 9.1 Any notice shall be deemed to have been sufficiently given to the other Party if sent by e-mail, registered airmail, return receipt requested, or by facsimile and confirmed in writing and shall be deemed to have been received five business days after the date of dispatch.
- 9.2 The Member gives permission to use its corporate logo and name on the Foundation's website to identify the Member as a user of the JuicyChain.
- 9.3 The Foundation shall refrain from issuing public statements or responding to public enquiries by naming any specific brand or Member, either directly or by reference, without first obtaining the approval of the relevant party or parties to whom the statement or response relates.

ARTICLE 10. RELATIONSHIP OF PARTIES

- 10.1 Nothing herein contained shall be construed to constitute the Parties hereto as partners as joint venturers or comparable under corporate law principles in any other form or to construe either Party as the agent for the other. Neither Party shall represent itself as the agent or legal representative of the other for any purpose or whatsoever and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of such other in any way or whatsoever.

ARTICLE 11. AMENDING THIS AGREEMENT

11.1 The Foundation is entitled to amend this Agreement. The changes take effect from the time of written or electronic notification or on such a date as stated in the notification. Members will be given the opportunity to take note of the amended agreement. If a Member does not accept the amended agreement, Member must inform the Foundation in writing within 15 business days after receipt of the notice. In such event, the Foundation and the Member will meet to discuss and, using their reasonable efforts, agree on the amended agreement within the following 15 business days. If no agreement can be found, the Foundation will, at its sole discretion, continue the agreement according to the previous terms of the agreement or terminate the agreement with the respective member.

ARTICLE 12. MISCELLANEOUS

12.1 None of the Parties to this Agreement may transfer the rights and obligations laid down in or following this Agreement, either in whole or in part, to any other party without the prior written approval of the other Parties to this Agreement.

12.2 Any waiver of any right under this Agreement or any other agreement between the Parties by either Party shall be entirely without prejudice to the rights arising to either Party in the event of any further breach after any such waiver has been given.

ARTICLE 13. GOVERNING LAW, COMPETENT COURT AND DISPUTE RESOLUTION

13.1 This agreement shall be exclusively governed by and shall be construed in accordance with the laws of The Netherlands.

13.2 Any dispute arising under, out of relating to this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.