

The undersigned:

1. Mr/Ms _____, for the purpose of this document acting as director of the company: _____ with offices in _____ and duly representing the company in such capacity, this company hereinafter also referred to as: **the Client**,

And

2. Mr R. A. Fransen, residing in Nieuwkoop, for the purpose of this document acting as the sole director of the company with offices in Nieuwkoop Agri Inter Incasso B.V. (Ai2), hereinafter also referred to as: **the Collector**;

Whereas

- the Client conducts a business in the agricultural sector;
- the Client concludes contracts with the same customers on a regular basis and therefore regularly has money to claim from these customers;
- the Client wishes a qualified party to collect these amounts for the Client from the customers concerned on a direct debit basis, but in this regard the Client does not wish to assign the relevant claims to such qualified party;
- the Client furthermore wishes the money received from the customers concerned by the Collector to be paid into the bank account stated on the completed continuous business authorisation, such bank account hereinafter referred to as: the Bank Account;
- the Collector is qualified to conduct the direct debit collection concerned and is willing to arrange the direct debit collection referred to above for the Client;
- the Client wishes the Collector to arrange this direct debit collection for the Client;
- the parties wish to record their arrangements in this respect in writing;
- the Collector uses stichting beheer derdengelden Agri Inter Incasso (Ai2) to conduct the collections;
- European corporate debt collection (SEPA) is used, including the related laws and regulations;
- the general terms and conditions of Agri inter incasso B.V. shall apply;

declare to have agreed as follows:

1 Collection and duration

- 1.1 The Client can offer all the amounts it claims during the period of this agreement from the customers referred to hereinafter for the delivered products to the Collector for collection.
- 1.2 The Collector shall subsequently collect the amounts referred to in paragraph 1 of this article by direct debit from the customers referred to hereinafter.
- 1.3 The customers referred to in this article are those (legal) persons which the Client has registered with the Collector in the manner described below, and from which customers the Collector has received authorisation to debit all the amounts supplied by the Client to the Collector for collection from the accounts in their name and for which all the other formalities have been completed, to enable the Collector to conduct the direct debit collection from the bank account of the relevant (legal) person. These customers will hereinafter also be referred to as: the Customers.
- 1.4 This agreement is entered into today for an indefinite period, but may be terminated by either party by the end of a calendar year with due observance of a notice period of one month.

2 Registration and removal of Customers

- 2.1 As soon as possible after the signing of this agreement, the Client shall submit a list to the Collector of all (legal) persons from whom the Client wishes the Collector to collect amounts based on direct debit collection.
- 2.2 As soon as possible after receiving this list, the Collector shall request all these (legal) persons to issue the required authorisations and to ensure that such (legal) person signs all the documents required and returns them to the Collector.
- 2.3 If, during the period of this contract, amounts need to be collected by the Collector by direct debit from other (legal) persons than those referred to above in paragraph 1 of this article, the Client shall notify the Collector thereof in writing. The provisions of paragraphs 1 and 2 of this article shall then apply by analogy to the greatest extent possible.
- 2.4 If the Client, at any given time, no longer structurally conducts business with a particular Customer for any reason the Client shall notify the Collector thereof in writing. Subsequently, the Collector will be authorised to remove the Customer concerned from its systems and notify the Customer concerned thereof, whilst returning the authorisation(s) granted by such Customer.
- 2.5 As soon as possible, but not later than two working days following receipt by the Collector of a withdrawal by the Customer of the direct debit authorisation(s) granted by the Customer to the Collector, the Collector shall try to notify the Client of the cancellation of the authorisation(s) referred to above. The Collector shall never be liable for any damage of any name which the Customer may suffer (in)directly at any time as a result of the cancellation of the authorisation(s) referred to in this paragraph.

3 Collection procedure

- 3.1 The Client shall periodically supply all the information to the Collector which the Collector needs to conduct the direct debit collection, which at least includes the amount to be collected from the Customer, being the amount of the delivered products including turnover tax. The Collector shall indicate which data is required not later than at the time when the Collector notifies the Client that all the required formalities to conduct the direct debit collection have been completed. This data will be provided electronically by the Client in a manner and a format to be determined by the Collector.
- 3.2 If the data referred to in paragraph 1 of this Article are submitted before 15:00 p.m. on a working day, the Collector will in principle submit the direct debit to the Customer on the daily invoice and the direct debit will be submitted electronically to the bank of the Customer. If the data is submitted after 15:00 pm on a working day, the Collector will, in principle provide and debit it from the Customer's account on the next working day.
- 3.3 The amounts received by the Collector under paragraph 2 of this article will be transferred by the Collector to the Bank Account of the Client. The Collector will instruct its bank to do this within 72 hours on working days after the amounts referred to above have been received by the Collector.
- 3.4 If and insofar as the Customer exercises its right of reversal and/or refusal and has the amount collected by the Collector reversed or refuses them to be debited, the Collector shall, independent from the reason for the reversal and/or refusal, be authorised to immediately collect the amounts concerned based on a direct debit from the Bank Account if these amounts have already been passed on. To this end, the Client will authorise the Collector in the usual and required manner and maintain such authorisation during the period of this agreement. If a Customer reverses and/or refuses direct debit collection as referred to above, the Collector will notify the Client thereof as soon as possible but not later than within two working days after the reversal referred to above.
- 3.5 The Client hereby waives its right of reversal in regard to the Collector in respect of the amounts which the Collector debits from the Bank Account under this Agreement.

- 3.6 If the Collector is unable to collect the entire amount which the Client wishes to collect from the Customer, the Collector shall notify the Client thereof as soon as possible but not later than 48 hours after the Collector has tried to conduct the collection.
- 3.7 The periods referred to in paragraphs 2 and 3 do not constitute deadlines. However, the Collector shall make every effort not to exceed the specified deadlines. The Collector is, however, not liable for any damage suffered by the Client due to the fact that the specified deadlines are not met, unless intent or gross negligence on the part of the Collector are concerned.

4 Fee

- 4.1 For the collection by the Collector of the amounts under this Agreement, the Client shall pay the Collector a fee calculated on the total amount submitted by the Client to the Collector for collection in the relevant calendar year. This fee is equal to the percentage specified in the graduated scale attached to this agreement as Annex 1. The percentage will be determined not later than on 1 December of each year for the following calendar year, based on the total amount which the parties expect the Client to submit to the Collector for collection in that particular year.
- 4.2 If the parties are unable to determine the percentage referred to in paragraph 1 of this article by mutual agreement on or before December 1 of a particular year, the percentage that applies on 1 December referred to above shall apply to the next calendar year, subject to further agreement between the parties.
- 4.3 If the total amount to be collected during the calendar year is actually so much higher that the percentage based on the graduated scale attached as Annex 1 should be reduced, the new percentage shall apply from the time when the new graduated scale is reached. This percentage shall then apply to all transactions in the relevant calendar year. Insofar as the Collector, under the provisions of this paragraph above, must refund any amount to the Client, this amount will be offset against the next payment(s) owed by the Client to the Collector. If, at the end of the calendar year, it appears that the total amount the Collector must refund under the provisions above in this paragraph to the Client has not been offset, it will be paid by the Collector to the Client as a lump sum not later than on 31 January of the year following the year to which the refund relates.
- 4.4 If, at the end of a calendar year, it appears that the percentage of the fee for that calendar year was determined too low, the higher rate for that calendar year shall still apply. The Client shall still owe the difference between the fee already paid and the ultimately payable, still outstanding fee. The amount of the difference shall be paid within two weeks after the Collector has sent an invoice for such amount to the Client in the manner set out below. The Collector is authorised to collect this amount from the Bank Account by means of the direct debit authorisation.
- 4.5 In addition to the fee referred to above in this article, the Client shall, during the period of this contract, also owe a monthly subscription fee to the Collector regardless of the amount supplied to the Collector for collection. This fee is equal to the amount specified in Annex 1.
- 4.6 The fees payable by the Client under the foregoing shall be paid by the Client per month not later than on the 15th of the month following the month to which the payment relates, except insofar as other periods are stated above in this article. To this end, the Collector shall send an invoice to the Client within 7 days after the end of the month to which the fee relates. The amount payable, excluding VAT shall be paid by the Client into the bank account of the Collector.
- 4.7 The Collector is authorised to collect the amounts payable by the Client to the Collector under the provisions above in this article through said direct debit authorisation.
- 4.8 In the event of late payment, the Client shall owe interest to the Collector equal to the statutory interest calculated from the time when the Client is in default, increased by any judicial and extrajudicial collection costs estimated at a minimum of 10% of the amount due without prejudice to the other provisions of this agreement.
- 4.9 The Collector is authorised to adjust the percentages as well as the graduated scales referred to in Annex 1 on an annual basis. The Client shall be notified in writing of such adjustment by the Collector not later than on 15 November of each year. The new rates shall then apply from 1 January of the year following the year in which the Collector has sent the price change to the Client.

5 Title to claims, indemnification and liability

- 5.1 The claims based on which amounts are collected from the Customers are and shall remain the property of the Client. These claims are also always at the risk of the Client. The Client may therefore never hold the Collector liable in any way for the fact that claims are not or not fully collected and/or not collected in good time, unless intent or gross negligence on the part of the Collector is concerned, in which case the Collector shall pay any damage suffered by the Client up to the amount the Collector has and/or should have collected in the situation concerned under this agreement.
- 5.2 The Collector is never responsible in any way and to anyone for the information supplied by the Client, based on which the Collector collects amounts from Customers. The Collector is hereby fully indemnified by the Client in this respect. The Collector is, in particular, not liable for damage suffered by Customers as a result of the fact that the Collector will collect amounts from the Customers based on data supplied by the Client. If and insofar as the Collector, at any time and in any manner whatsoever suffers damage as a result of the fact that the Collector collects amounts from the Customers based on the wrong information supplied by the Client, the Client shall immediately reimburse such damage to the Collector at the request of the Collector.
- 5.3 Non-fulfilment of any obligation shall not constitute a failure attributable to a party if it is the result of an unforeseeable circumstance or a circumstance beyond the control of a party. Such circumstances at any rate include: business interruption, machine failure, strike, fire, war, natural disasters, explosion, discharge of hazardous substances or gases, disruptions in supplies and/or transport, lack of raw materials, labour or energy and government decisions or measures (including those of a foreign government), such as export, import, transport or manufacturing prohibitions, terrorist attacks.
- 5.4 A party has the right to cancel the activities to the other party without the other party being entitled to compensation if the situation referred to in the third paragraph, as a result of which a party is unable to fulfil an obligation due to a circumstance not attributable to such party, which is of a permanent nature or will last longer than three months. This shall not affect the obligations of the parties to one another with regard to activities already conducted.
- 5.5 If and insofar as the Collector is liable for any damage suffered by the Client as a result of the performance of this agreement, the Collector shall never be liable for more than the total amount the Collector should collect or has collected from Customers in the situation concerned.

6 Premature termination

- 6.1 Subject to the provisions of this agreement, this Agreement can be terminated immediately and without any further notice of default being required if:
- a party fails to fulfil any obligation arising from this agreement;
 - a party is declared bankrupt, granted a moratorium, or if a debt restructuring scheme for natural persons is declared applicable to such party, or if he/she loses the right to dispose of his/her property;
 - one or more assets of a party are seized under a warrant of execution;
 - and as soon as the Client cancels the authorisation referred to in Article 3 paragraph 4 or if it is no longer actually enforceable;
 - a party is dissolved or liquidated;
 - alternative: the Client assigns the estate or dies¹;

7 Secrecy

- 7.1 Without prior written permission of the Client, the Collector shall not make available to any third parties any information known to the Collector at any time regarding the Client, its business and its business partners and customers, in particular the sales data of the Client, as well as any information derived from this by anyone, or publish it or disclose it to others in any manner whatsoever except insofar as the Collector is legally required to do so.
- 7.2 If the Collector violates the provisions of paragraph 1 of this article it shall forfeit to the Client an immediately payable penalty of € 50,000 (fifty thousand Euros) for each violation without any further notice of default being required, such without prejudice to the other rights of the Client, which explicitly includes claiming compensation to the extent that this exceeds said penalty amount.

8 Third party clause

- 8.1 The client indemnifies stichting beheer derdengelden Agri Inter Incasso (Ai2) and its directors from any and all claims in respect of the performance of this collection agreement and the passing on of payments to the client.

9. The Parties and digitally scanned signatures

- 9.1 This agreement is executed by two parties, each of which is considered an original but all of which together constitute one and the same agreement. Digitally scanned signatures are hereby considered as original signatures.

10. Survival

- 10.1 All the provisions of this Agreement which by their nature extend beyond termination thereof shall remain in effect until fulfilment to any successors and assignees.


11 Final provisions

- 11.1 Amendments to this agreement are exclusively recorded in writing.
- 11.2 Any right to claim termination or cancellation of this agreement on any grounds whatsoever is excluded, without prejudice to any other rights of the undersigned under Dutch law.
- 11.3 This Agreement is the entire agreement which the parties have agreed in regard to the subject arranged in this agreement and replaces any and all previous agreements which the parties have made in this respect.
- 11.4 This agreement is exclusively governed by Dutch law and any disputes between the parties relating to this agreement and/or other related or ensuing agreements will be settled by the competent court in the district of the Collector. A dispute exists if one of the parties so believes.
- 11.5 The current price list posted on the website www.ai2.nl under the heading download pertains to this agreement upon its signing; which price list has been seen by the undersigned and which is known to the undersigned. The price list on the website forms an integral part of this agreement.

Thus drawn up and signed in a single copy in _____ on ____/____/20__.

The undersigned sub 1:

The undersigned sub 2:



R.A. Fransen

¹ only applicable if the Client is a natural person (including sole proprietorship, general partnership, limited partnership, partnership)