

Registration contract

Non-member business

between

Data NatuRe eG
Goldenes Horn 45
12107 Berlin

Non-member number:

.....
(to be filled out by the
cooperative)

hereinafter - **Data NatuRe** -

and

Company name (with legal form)

Address (street, house number)

Postal code

City

Country

Contact name (with title)

E-Mail

Telephone

Value added tax ID number

Bank account number (IBAN, BIC)

SWIFT-Code (non-European countries only)

Bank name

hereinafter - **Non-member** -

Preamble

Data NatuRe is a German cooperative enterprise in the natural food, natural products and health food industry. It pursues the goal of providing comprehensive and lasting support to the members of the cooperative. Furthermore, Data NatuRe creates the conditions - for members as well as non-members resident abroad - for manufacturers of natural foods, natural products and health food products to be able to enter and maintain the master data required by the natural foods, natural products and health food market in one central location and to access it together with the natural foods, natural products and health food trade (and associated service companies).

Data NatuRe provides a corresponding master data database via an Internet server, into which manufacturers and marketers of natural food products, natural and reform products can import master data for their respective products and brands.

The following contract regulates the rights and obligations of the contracting parties. The usage regulations of the master data base of Data NatuRe in their respective valid version are fully applicable to the following regulations. The regulations for use are provided in the master data base for download and are to be accepted upon initial registration at the portal.

§ 1 Basis of contract

- 1) A non-member transaction with the cooperative may be entered into with any company (partnerships, legal or natural persons):
 - a. which has its place of business/residence abroad and
 - b. lists at least one product with at least one BNN member / at least one associate of Reformhaus eG or with a member of the traders brought together in the Ökokiste association or which does not fulfil that condition but is a member of Bundesverband Naturkost Naturwaren (BNN) e.V., Reformhaus eG or Ökokiste e.V. or associations in the natural food, natural goods and health food sector, and
 - c. is also willing to actively support the objectives specified in the preamble of these Articles of Association, and
 - d. is affiliated with no more than 10 other members of the cooperative in the meaning of Article 15 of the German Stock Corporation Act (*Aktiengesetz*) and subject to appropriate application of Article 36 par. 3 of the German Act on Restrictions of Competition (*Gesetz gegen Wettbewerbsbeschränkungen*).
- 2) The Executive Board shall verify at regular intervals whether the non-members of the cooperative which are not also members of the Supervisory Board or Executive Board continue to fulfil the requirements set out in Article 12 par. 1 of these Articles of Association. The non-members must provide proof to that effect on request within a reasonable time limit.

§ 2 Contract amendment, termination

- 1) The contract begins on the date of signing this contract.
- 2) The contract can be terminated by either party with six months' notice to the end of the year. It shall be renewed for a further year at a time, unless terminated by either party within the aforementioned period of notice.
- 3) Any amendment or termination of the contract requires text form to be effective. A termination form is provided by Data NatuRe. No justification is required in the case of ordinary/term notice of termination.
- 4) The right to terminate the contract for good cause remains unaffected. However, prior to this, the termination for good cause must be threatened in writing with a period of notice of at least two weeks, stating the reason for termination.
- 5) The possibility of the contractual partner to access the master data base provided by Data NatuRe ends with the termination of this contract.

§ 3 Admission fee / user fee

- 1) Data NatuRe charges a one-time fee of 500.00 EUR for the admission of the contractual partner as non-member.
- 2) Data NatuRe charges the non-member a usage fee for the use of the master database provided by Data NatuRe. The respective valid fee model is stored in the master data base.
- 3) Payments are due for payment immediately from the invoice date following invoicing by Data NatuRe.
- 4) All prices are net prices, i.e. excluding any turnover tax that may be incurred.

§ 4 Access and use

- 1) After payment of the admission fee mentioned under § 3, the non-member will be activated for the use of the master database. Corresponding access data will be made available to him by Data NatuRe.
- 2) In the event that the access data is lost, the non-member can request new access data from Data NatuRe.
- 3) Details on the use of the master database are regulated in the usage regulations.

§ 5 Security measures

- 1) The non-member undertakes to secure the access data to the master database against access by unauthorized third parties. It will take appropriate measures for this purpose. In particular, it undertakes to store the aforementioned access data in a place protected from access by unauthorized third parties.
- 2) If third parties use the non-member's access data to gain access to the master database made available by Data NatuRe and thereby trigger claims for damages against Data NatuRe, Data NatuRe will claim damages from the non-member for breach of the above obligations of the non-member.

§ 6 Liability

The non-member is liable for the correctness, completeness and/or legal harmlessness of the data in the master database provided by him.

§ 7 Final clauses

- 1) This contract shall be governed by German law to the exclusion of the UN Sales Convention.
- 2) Place of performance is Berlin. Exclusive place of jurisdiction is Berlin, if both contracting parties are merchants or legal entities under public law or have no general place of jurisdiction in Germany.
- 3) Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall endeavour to find a valid provision in place of the invalid provision, which corresponds to the economic interests of both parties and comes closest to the economic meaning of the invalid clause.
- 4) All annexes to this contract, which are also mentioned in this contract, are an obligatory part of the contract.

Place, date

Signature & company stamp

Place, date

Signature Data NatuRe