

CropConnect Terms of Use

The following General and Special Terms of Use (hereinafter "Terms of Use") apply as appropriate to the user (hereinafter "User") the current version of the CropConnect platform (hereinafter "Platform") and the CropConnect app (hereinafter "App") and supplement the data protection declaration.

Among other things, the General Terms of Use regulate the conditions for using the Platform and for modules that the User can also use on the Platform, their description, rights of use and obligations and other generally applicable conditions.

The Special Terms of Use regulate in particular the conditions for the use of services and modules provided by third parties (hereinafter "Third-party services") and for a cooperation or use relationship, where this exists between users.

I. General Conditions of Use

1. Scope

The following Terms of Use apply to users of the current version of the platform and the CropConnect app and supplement the [data protection declaration](#).

2. Platform description, services

2.1 Nordzucker (hereinafter also "the Operator") offers various services with the Platform, in particular for the processing of procurement, production, sales and logistics processes within the framework of the procurement of raw materials for sugar, starch and protein production as well as other agricultural products, including means of production, such as feed and fertilizers, which it makes available to users to optimise their own processes and for other purposes, such as cooperation with other users (hereinafter "U2U cooperation"). Services are divided into Nordzucker services and third-party services.

One of the components of the Platform is the "Tools" service overview, from which users can select modules that are of interest to them.

In particular, Nordzucker can use the App to offer information, software and services for mobile use or mobile access to the content of the Platform.

2.2 Through messages, users can be informed quickly and easily about new content, offers and services on the Platform, as well as about current Nordzucker topics. Users can choose between having messages sent by e-mail or push notifications. Users can give or revoke their consent to this on the Platform. In the registration process (see Section 4), users can also optionally give their consent to receiving offers or other operational suggestions (e.g. to optimise their business).

2.3 The central idea and focus of the Platform is described in section 2.1. This does not prevent Nordzucker from posting content of a primarily advertising nature in individual cases, such as product announcements from manufacturers, etc. These are always identified as "advertisement" or "sponsored content" or a similar term.

2.4 Nordzucker is entitled to completely or partially discontinue the operation of the Platform and/or individual modules at any time. Due to the nature of the internet and computer systems, Nordzucker accepts no liability for the uninterrupted functionality or availability of the platform.

3. Technical requirements

The use of the Platform App requires a device that must meet certain system requirements depending on the Platform version. In the case of access via an app, the system requirements are specified in the general platform information of the Apple App Store or the Google Play Store.

4. Registration and use of Platform and modules

4.1 The use of the Platform requires registration and login on the Platform. There is no claim on Nordzucker to register on the Platform or to use the Platform and the modules. Nordzucker reserves the right, among other reasons to maintain the functionality of the Platform or the modules, to limit the number of users or not to grant individual users access to the Platform.

4.2 Nordzucker and the User conclude the contract for the use of the Platform in accordance with these Terms of Use (hereinafter "Contract") by the User giving their consent to the Terms of Use electronically when registering, which doubles as an application to use the Platform. If the application is accepted, Nordzucker will confirm the registration and open a user account.

4.3 Opening a user account is a prerequisite for using the Platform and obtaining the services. Registration is open to any individual or legal person and any other legal entity, provided they are not consumers within the meaning of Section 13 BGB (German Civil Code). The registration and opening of the user account may be carried out by a natural person exclusively for themselves. Subsequent registrations in the user account can be automated in compliance with the technical requirements.

4.4 The User is obliged to provide truthful information when registering on the Platform and to inform Nordzucker immediately (online) of any subsequent changes. The User ensures that e-mails can be sent to the e-mail address provided by them.

4.5 The User registers with a valid email address and selects a password. The user data enable the User to log into the Platform. In the Platform, the User can view and change their data and, if necessary, revoke or expand consent to data processing, and access modules. The User has a duty of care for the storage of user data. They must ensure that these are not made accessible to third parties. The User is liable for all orders and other activities made using the user data.

4.6 If the User becomes aware that third parties are misusing the user data, they are obliged to inform Nordzucker immediately by e-mail or in writing. In this case, Nordzucker will block access to the Platform for this user data. The block can only be lifted after the User has submitted a separate application to Nordzucker or after a new registration.

4.7 Nordzucker reserves the right to use other registration and login options on the Platform, including offering procedures for identity verification that may be limited to a specific group of users. This can include identification procedures (e.g. online identification). The User accepts that Nordzucker can make the results of identification procedures carried out on the Platform available to other Nordzucker platforms or Nordzucker portals used by them, in particular to check acquisition requirements (e.g. proof of crop protection expertise, etc.).

4.8 The Nordzucker Platform and the modules are currently available to the User free of charge. However, the User grants Nordzucker comprehensive rights to the use of the data they have provided (see Section 7.). Nordzucker reserves the right to charge a fee for use of the Platform and/or modules in the future. In this case, Nordzucker will notify the User accordingly. If the User does not accept paid use, they can terminate the contract in writing by exercising a special right of termination. If the User exercises the special right of

termination, the contractual relationship between the User and Nordzucker in relation to the Platform or the affected modules ends at the point in time at which the fee would apply.

5. Scope of use and grant of rights

5.1 The use of the information, software and documentation provided in the Platform and the individual modules is subject to these Terms of Use. Separately agreed license terms take precedence over these Terms of use.

5.2 Nordzucker grants the User a non-exclusive and non-transferrable right to use the information, software and documentation that can be called up via the Platform and modules to the intended extent in accordance with these Terms of Use. The rights are granted if Nordzucker makes the modules available on its Platform. Nordzucker can restrict or end the range of modules at any time. The granting of rights is also limited to the term of the contractual relationship with Nordzucker.

5.4 The User may not distribute, rent or otherwise make available information, software or documentation on the Platform or in the modules to third parties at any time. Unless there are mandatory legal regulations to the contrary, the User may not change, reverse engineer or translate the software or its documentation, or extract parts thereof.

5.5 The information, software and documentation on the Platform and in the modules are protected by copyright laws as well as international copyright treaties and other intellectual property laws and agreements. The User shall observe these rights, and in particular not remove alphanumeric identifiers, trademarks and copyright notices from the information, software or documentation or from copies thereof.

5.6 Sections 69a et seq. Copyright Act remain unaffected.

6. Intellectual property of Nordzucker

6.1 Irrespective of the special provisions of these Terms of Use, information, brand names and other content of the Platform and modules may not be changed, copied, reproduced, sold, rented, used, supplemented or in any other form exploited or distributed without the prior written consent of Nordzucker.

6.2 Apart from the rights of use or other rights expressly granted in these Terms of Use, the User is not granted any further rights of any kind, in particular to the company name and industrial property rights such as patents, utility models or trademarks. Nordzucker is not obliged to grant such rights.

7. Use rights to user data

7.1 The User grants Nordzucker the simple, non-exclusive, spatially and temporally unlimited, non-transferable right to use the data, data collections (e.g. cultivation and field data, geodata, image data, sensor data, machine data, etc.) and/or databases and software functionalities, including the respective metadata ("platform data") for the purpose of storing and using the technical processes, IT and cyber security and usability of the services by users to optimise, to improve the services for themselves and users of the platform and modules (e.g. for the purposes of yield assurance, forecasts, sustainability, use as training data for artificial intelligence and machine learning) and to develop new services or functionalities. For the aforementioned purpose, Nordzucker is entitled to process and use this data as well as other information and content posted by the User. This includes the right to edit and adapt the content, right of reproduction, right of distribution and right of public communication as well as the full right to make non-personal data publicly accessible. If the User owns the copyright to the data and other content, they waive the right to have their name displayed.

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7.2 The storage, use, processing and exploitation of the platform data entered by the User during the term of the Contract to the extent and for the purpose specified in Section 7.1 by Nordzucker are not subject to any time limit.

7.3 If Nordzucker creates intellectual property, i.e. authorship, by using the Platform data, the User does not acquire any rights to it. The parties agree that the generally complex services developed by Nordzucker represent the creation of Nordzucker's own work. This also applies if user data has contributed to the creation of the services. Nordzucker will use Platform data without traceability to the respective User.

8. User obligations

8.1 The User is obliged to use the services properly and to refrain from any use for abusive and/or illegal purposes; in particular they have

8.1.1 to refrain from providing false or incomplete information when registering and to comply with their duty of care when handling the access data (see Sections 4.4 – 4.6);

8.1.2 to refrain from placing, saving or making available to others any data, data collections, databases or software functionalities on the Platform that (i) contain malware or otherwise do not meet the technical requirements for using the services, (ii) are inconsistent with the purpose of the Platform or (iii) infringe the industrial property rights or trade secrets of third parties;

8.1.3 to refrain from using the services in a manner that restricts or inhibits the use of the services by any other user;

8.1.4 to refrain from advertising on the Platform for themselves or others, or posting advertising content, and to refrain from posting content that is harmful to Nordzucker's business.

8.1.5 to refrain from posting any criminal, immoral, inflammatory, defamatory or otherwise illegal content on the Platform and/or making it available to other users, and to refrain from violating applicable law when accessing or using the Platform, including when communicating with other users;

8.1.6 to inform Nordzucker immediately if they cease using the Platform for a longer period of time, i.e. for at least 1 year, or no longer want to use it.

8.2 Nordzucker is entitled, in the event of a violation of the obligations under Section 8.1, to block the user account from further use to a reasonable extent until the facts have been clarified. Furthermore, Nordzucker is entitled to terminate the contract of use and/or the respective module used or affected after setting a reasonable deadline. If the User completes or corrects their registration or posted content or if they start using the services within the deadline, Nordzucker will refrain from deletion. Otherwise, before deleting the account, Nordzucker will inform the User in text form that they can save their data within 4 weeks before it is deleted.

8.3 Nordzucker expressly reserves the right to assert further claims in the event of breaches of duty.

9. Warranty, infringement of property rights

9.1 Nordzucker permits the registered User to access and use the platform and/or modules during the term of the Contract. In the legal sense, Nordzucker provides maintenance and care for the platform and modules as services. Insofar as Nordzucker guarantees these Terms of Use for services, this is voluntary and limited to the content and scope of these Terms of Use.

9.2 Nordzucker guarantees that the User can use the Platform and the selected modules during the Contract period in accordance with these Terms of Use. Nordzucker endeavors to keep the platform in a state that essentially enables the functionalities described to the User, including the Terms of Use. Nordzucker does not

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guarantee that the Platform and the modules correspond to the interests or needs of the User or the suitability expected by them.

9.3 The User is obliged to notify Nordzucker immediately in text form of any defects that have occurred. The User must support Nordzucker in remedying defects, in particular, if requested by Nordzucker, to provide comprehensible documentation of the circumstances in which the defect occurred and the form in which it appeared.

9.4 The warranty does not apply to damage or disruption caused by the User violating the provisions of these Terms of Use.

9.5 The User knows and accepts that the provision of a completely defect-free system is not possible due, among other things, to the complexity of such systems, and that the Platform and the modules cannot be guaranteed to be completely free of disruptions and interruptions or continuously available. This also applies in particular to any forecasts, advice, forecasts and other information provided by Nordzucker to the User. These do not claim to be correct or correct, the User is aware that risks and other parameters can always lead to deviating results, and they also depend, for example, on the quality of the data that Nordzucker receives and processes. Nordzucker is further not responsible for ensuring that the information provided, such as advice, soil quality, etc., complies with the law or regulations. Nordzucker further has no responsibility for expected sales, earnings or other results, which are the sole responsibility of the User. The User understands and accepts that none of the above is contractually owed. The User always makes their business decision on the basis of their own expertise, independent of the information provided by Nordzucker.

9.6 Any no-fault liability for defects that already existed at the time the Contract was concluded, in particular on the basis of Section 536a Para. 1, Case 1 BGB (tenancy law guarantee liability for initial defects), is excluded.

9.7 The User accepts that the assumption of a guarantee always requires an express agreement in text form in which the guarantee is expressly referred to as "guarantee".

9.8 Warranty rights of the User are excluded if the User uses the services in breach of Contract and the defect is based on this, or if the User or a third party commissioned by them has made changes or edits to the services that were not commissioned by the Operator.

9.9 The User shall inform Nordzucker immediately if claims are made against them for infringement of property rights with regard to the use of the Platform and/or individual modules. In this case, Nordzucker will defend the User at its own expense with regard to the alleged infringement. If the User has incurred costs for their own legal defense, these will be reimbursed to the extent that they were necessary. The User will provide Nordzucker with the necessary material support for an effective defence. If it turns out that behaviour on the part of the User was one of the reasons for the allegation of infringement of third-party property rights, such as the failure of the User to comply with the specifications and restrictions of these Terms of Use, the User will indemnify Nordzucker for all damage incurred as a result, including reimbursing legal defence costs where necessary.

10. Liability

10.1 Subject to the provision of Section 9.2, the legal liability of both Nordzucker and the User (hereinafter "Parties") is limited as follows.

10.1.1 Each party is liable, limited to the amount of the typically foreseeable damage at the time the Contract was concluded, for simple negligent breach of essential obligations arising from the contract (i.e. those contractual obligations whose fulfillment is essential for the proper execution of the agreement,

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whose breach jeopardizes the achievement of the purpose of the contract and which the other party regularly relies on compliance with, so-called material contractual obligations).

10.1.2 Furthermore, neither party is liable for the simple negligent breach of their obligations under the contractual relationship.

10.1.3 Liability for indirect damage and consequential damage, in particular for damage resulting from business interruptions and lost profits, is excluded.

10.1.4. Insofar as the User uses the functions of the Platform and/or modules free of charge, uses free test access for chargeable modules or uses chargeable modules on another basis without paying user fees, Nordzucker's liability for any form of negligence, including gross negligence, is excluded altogether. In the event of intent, Nordzucker remains subject to unlimited liability.

10.1.5 If the use of the Platform and/or modules is subject to a fee, the parties agree that their liability is limited to the monthly use fee per claim, but no more than three times the usage fee during the entire Contract period.

10.2 Nordzucker assumes no responsibility for the content of linked websites, nor does Nordzucker adopt these websites or their content as its own. Nordzucker has no influence on the content of linked websites and can neither check nor guarantee that the linked information is up-to-date, correct or legal.

10.3 Due to the technical nature of the Internet, Nordzucker cannot guarantee freedom from viruses. However, Nordzucker is doing everything technically possible and economically reasonable to keep the Platform virus-free. Before downloading files, however, it is recommended that the User take appropriate security precautions (e.g. up-to-date virus scanners) for their own protection.

10.4 In the event of restricted functionality in applications or other errors when calling up third-party services, Nordzucker is only liable within the framework of support and SLA regulations that have been expressly agreed and accepted by Nordzucker and only if this enables Nordzucker to remedy the fault itself, because the error is directly attributable to Nordzucker.

10.5 Nordzucker is not liable if users contact or communicate with each other on the platform. Any type of communication between users must be permissible and permitted under these Terms of Use.

10.6 The above limitations of liability do not apply in the event of intent or gross negligence, injury to life, limb or health, or claims arising from the Product Liability Act or the General Data Protection Regulation (GDPR). Liability for the assumption of guarantees remains unaffected if Nordzucker has expressly assumed such.

11. Termination/end of contract

11.1 The contractual relationship begins with immediate effect on the completion of registration and is concluded for an indefinite period.

11.2 The User can at any time in writing

- Request the deletion of their registration and end the Contract with a notice period of one month. Before ending the contract, Nordzucker reserves the right to settle current contractual relationships with Nordzucker (e.g. delivery contracts) or statutory storage obligations before the end. In the latter case, Nordzucker will delete the User's stored personal data after there is no further reasons to store it.
- Cancel a selected module with a notice period of one month.

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11.3 Nordzucker can terminate the contractual relationship as a whole or in relation to individual components with a notice period of three months in written form.

11.4 The right to extraordinary termination remains unaffected for the contracting parties. Nordzucker's rights due to the User's breach of the obligations arising from the Terms of Use also remain unaffected (see Section 8).

11.5 At the end of the contractual relationship, the User loses the right to use the Platform. The same applies to the respective cancelled module. Section 7 applies to the use of the data provided by the User.

11.6 The User's personal data will be erased at the end of the contractual relationship. Otherwise, before deleting the user account, Nordzucker will inform the User in text form that they can save their data within 4 weeks before it is deleted.

12. Confidentiality

12.1 Nordzucker and the User undertake to keep secret all business and trade secrets or information designated as confidential that they receive or become aware of from the other party in the course of performing the user contract. The information and documents may not be made accessible to third parties.

12.2 The confidentiality obligation does not apply to information and documents that were generally known and accessible at the time of disclosure or that were already known to the receiving contractual partner at the time of disclosure or that were legitimately made accessible to them by third parties. Also excluded is the transmission of information and documents to consultants of the parties who are bound to secrecy in accordance with Section 203 of the Criminal Code (professional secrecy).

13. Data protection

With regard to the regulations on data protection, reference is made to the data protection declaration.

[Data protection](#)

14. Amendments, collateral agreements, venue, applicable law

14.1 Nordzucker reserves the right to amend these Terms of Use at any time, insofar as this is necessary to safeguard Nordzucker's legitimate interests, in particular when new functions are introduced on the Platform or individual modules. Nordzucker must inform the User in text form of amendments to these Terms of Use and/or the services no later than 6 weeks before the proposed effective date. The User's consent to these changes is deemed to have been given if the User does not notify Nordzucker in text form of their rejection of the changes before the proposed effective date of the changes, resulting in the case of amendment of the Terms of Use in termination of the contract or, in the case of changes to a service, termination of the service whose change was rejected. In the information about the changes, Nordzucker once again draws the User's attention to the right of refusal, the deadline for doing so and the associated termination. The amended Terms of Use will be published on the Platform.

Last update to these Terms of Use: 2 June 2023.

14.2 Ancillary agreements to these Terms of Use must be expressly agreed in writing.

14.3 Venue is Braunschweig if the User is a merchant within the meaning of the German Commercial Code. For other users, the provisions of sections 12 et seq. apply. ZPO (Code of Civil Procedure).

14.4 German law applies to the exclusion of the UN CISG.

II. Special Terms of Use

1. Application of the Special Terms of Use

These Special Terms of Use apply in addition to the General Terms of Use if the User uses services or external platforms on the Platform that are provided by third parties or third-party providers ("third-party services") or if data is exchanged with third-party services. The Special Terms of Use also apply if there is user cooperation ("U2U cooperation").

2. Third party services, U2U collaboration

2.1 If the User wants to use services, such as modules, on the Platform that are made available by third parties, they may have to check on and possibly accept any Terms of Use or special registration and login options of the third party to use third-party services legally. The User is aware of this.

2.2 If, when using or booking third-party services, no third-party terms of use are made the basis for use by the third-party provider, the User automatically accepts the validity of the present Terms of Use by using the third-party services.

2.3 If third-party services are used, Nordzucker may provide the third-party provider with information required for internal contract processing, including information about the scope of use of the third-party services. The User agrees to this.

2.4 Furthermore, the User understands and accepts that the third-party provider and not Nordzucker is solely responsible for the provision of all services and functionalities of third-party services, including their scope and accuracy. Nordzucker is not liable for errors or damage that underlie or are caused by third-party services.

3. Data exchange with third parties

Nordzucker may offer the User the opportunity to exchange data with third parties or to integrate third-party data into the Nordzucker system and, vice versa, to integrate Nordzucker data into third-party systems. Such a procedure can be in the interest of the User in order to achieve an improvement in services and is only done at the request of the User with their express consent. If the User uses integrated data from third parties, Section 2.4 applies accordingly.

4. U2U cooperation

If users decide to cooperate, work together or use a relationship (e.g. under the assignment of rights or access) with other users (U2U cooperation) and/or want to offer their own services on the Platform, Nordzucker only provides the Platform for such activities under the full and corresponding application of the present Terms of Use. Nordzucker can prohibit a U2U cooperation at any time in accordance with the General Terms of Use if users violate the Terms of Use. In the case of a U2U cooperation, Nordzucker has no responsibility whatsoever for the content, functionalities, processes, information provided or the results of such activities, nor is it liable for them. In principle, users are responsible for such activities themselves and are also liable for them.

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