EUDR PASSPORT

ADDITIONAL TERMS

Article 1

These terms represent the **EUDR Passport Additional Terms** (hereinafter: the *Additional Terms*) as per the Terms of Service and shall apply in addition to the latter in the contractual relationship between the Provider and the Client with respect to the web-based application **EUDR Passport** (hereinafter: the *Application*).

In the event of any conflict between these Additional Terms and the Terms of Service, the Terms of Service shall prevail unless expressly stated otherwise herein.

The original language of these Additional Terms is English. The Provider may make available translations of these Additional Terms. In the event of any conflict between the English version and a translation, the English version shall prevail.

Article 2

Terms which are given defined meanings in the Terms of Service have the same meanings when used herein. In addition, the following capitalized terms shall have the meaning ascribed to them in this Article 2 when used in these Additional Terms:

Application: the web-based software solution primarily intended to be used by the Client, in its capacity as an operator, downstream operator or trader under the European Union Deforestation Regulation (*EUDR*), for the purpose of documenting its supply chains in Product Profiles, assessing Business Data in relation to the risks relevant under the EUDR, resolving identified risks, generating and submitting Due Diligence Statements (*DDS*) to the European Commission's Information System (*EU IS*), and receiving corresponding DDS reference numbers and verification codes. The Application further provides tools for defining, documenting, and managing mitigation measures in accordance with the requirements of the EUDR and, for downstream operators and traders, for monitoring Downstream Product Profiles.

Business Data: files and any other digital data and information regarding the Client, its suppliers and customers, and the relevant commodities and plots, which are inserted into or processed through the Application either by the Client or by Users authorized by the Client.

Downstream Product Profile: a structured record within the Application representing one combination of a supplier and a commodity, optionally supplemented by the HS code and the country of harvest or sourcing, used by a downstream operator or trader for the monitoring described in Article 5.

Product Profile: a structured record within the Application representing one configuration of commodity, plot(s) and their geolocation, supplier, supplier role and country of origin, in which the Client collects and documents Business Data, performs the Risk Assessment and, where applicable, resolves identified risks, and from which DDS are generated and submitted to the EU IS. Any change to these inputs constitutes a change of the Product Profile.

Risk Assessment: the assessment of a Product Profile performed within the Application as described in Article 3.

Risk Resolution Module: the functionality of the Application described in Article 4, which guides the Client through the collection and assessment of the information and documentation needed to address risks identified by the Risk Assessment.

Article 3 – Product Profiles and Risk Assessment

All due diligence activities of an operator are performed within individual Product Profiles. Each Product Profile serves as a structured environment in which the Client collects and documents information required under the EUDR, performs the Risk Assessment and, where applicable, resolves identified risks, and generates and submits DDS to the EU IS to obtain the corresponding reference numbers and verification codes. DDS may be generated from a Product Profile only while it holds a valid Risk Assessment.

Within each Product Profile, the Client may perform simplified or full due diligence, collect Business Data, and document relevant suppliers, plots, and products. The Client may invite its suppliers and other business partners to provide information directly into the respective Product Profile. The Application includes automated notification and reminder functionalities to facilitate such data collection and communication.

Suppliers and other business partners invited by the Client who do not yet hold an Account are provided with their own Account; those who already hold an Account receive the request in that existing Account. In either case, they use the Application as Clients under the Terms of Service, in particular its Article 3.5, and these Additional Terms. Equally, where the Client receives a request for additional information in relation to a product from one of its own customers, the Client may respond to it within the Application. Responding to requests received from other Clients is free of charge in accordance with Article 3.5 of the Terms of Service.

The Risk Assessment assists the Client by providing indicative risk assessments covering, inter alia:

- supply chain complexity, including mixing and circumvention risks, in relation to the supply chain and supplier role;
- country risk assessment based on the list published by the European Commission;
- deforestation and forest degradation risks related to the geolocations of plots; and
- land rights risks, including indigenous and local community rights.

For each such indicative assessment, the Application provides a short explanation describing the reasoning and data sources used. These explanations are displayed directly within the Application at the point of assessment and may be updated from time to time to reflect changes in methodology or data sources. The indicative risk assessments may rely on data obtained from third-party information providers whose sources are named in the Application.

A Risk Assessment remains valid for twelve (12) months, during which the Application monitors relevant changes, such as changes in country risk, adverse media and EU infringement listings, and notifies the Client. Any change to the inputs of a Product Profile invalidates its Risk Assessment and requires a new Risk Assessment before further DDS can be generated from it. Upon expiry of the twelve (12) month period, the Risk Assessment is renewed in accordance with Article 7.

The indicative risk assessments are intended solely to support the Client's due diligence process. The Client may override, adjust, or disregard any indicative result, for individual risks or for the overall assessment, at its own discretion; the Application records each override together with the reason given and the User who made it, and displays a warning where an override departs from a result that indicates a risk under the EUDR. The Client determines which of its Users may override results. The final due diligence conclusion, including any conclusion that the risk is negligible, and the confirmation of each DDS remain the sole responsibility of the Client and may only be given by Users acting for the Client. The Provider assumes no responsibility for the completeness, accuracy, or suitability of any indicative risk assessment, supporting explanation, or data source used within the Application.

Article 4 – Risk Resolution

Where the Risk Assessment identifies risks that are not negligible, the Application offers the Client the Risk Resolution Module. The Risk Resolution Module is activated only upon the Client's express activation within the Application. Upon activation, its scope is determined automatically by the Application on the basis of the risks identified by the Risk Assessment and cannot be selected or modified by the Client.

The Risk Resolution Module guides the Client in collecting and assessing the further information and documentation needed to address the identified risks, and in defining, documenting and managing risk mitigation measures in accordance with Articles 10 and 11 of the EUDR. Documents uploaded by the Client may be validated by the Application, including by means of artificial intelligence, against their expected content. Such validation is indicative only.

Where a new Risk Assessment identifies additional risks, the scope of an activated Risk Resolution Module is adjusted accordingly. Risks that are no longer identified do not reduce the scope already activated.

The structure of the Risk Resolution Module, including any variants or tiers, and the related Credit requirements, including those arising from an adjustment of its scope, are defined in the Price Document. The use of the Risk Resolution Module does not relieve the Client of its obligation to reach and document its own conclusion on whether the risk is negligible.

Article 5 – Monitoring for Downstream Operators and Traders

Where the Client acts as a downstream operator or trader under the EUDR, it may use the Application to monitor its supply relationships through Downstream Product Profiles.

For each Downstream Product Profile, the Application assists the Client by, inter alia:

- verifying the validity of the DDS reference numbers provided by the Client's suppliers;
- screening at onboarding and ongoing monitoring of adverse media and of the list of final judgments for EUDR infringements published by the European Commission, scoped to the relevant commodity and country of sourcing;
- alerting the Client, with the underlying sources and rationale, to information that may constitute relevant new information, including substantiated concerns, within the meaning of the EUDR; and
- providing guided response steps and a documented audit trail supporting the Client's record-keeping obligations.

These indicative checks are performed within the Application for informational purposes only and rely in part on information from third-party data providers, which are identified within the Application. The indicative results are intended solely to assist the Client in determining whether it must act under the EUDR, including by informing competent authorities and its customers or by verifying that due diligence was exercised upstream.

The Client acknowledges that all monitoring and verification functions in the Application are supportive in nature and do not replace the Client's obligations under the EUDR. The Provider bears no responsibility for the accuracy, completeness, or currency of any referenced DDS, indicative verification, or underlying data sources. Any discrepancies or inconsistencies identified through the Application shall be reviewed and resolved by the Client at its own discretion and responsibility.

Article 6 – EUDR Passport Profile

The Client may store information about its own plots, products, geolocations, certificates, roles in the supply chain, and other documentation required to demonstrate legal production and traceability under the EUDR in its EUDR Passport Profile within the Application.

The Provider may perform indicative risk assessments on such information, the results of which are displayed to the Client within the Application.

The EUDR Passport Profile constitutes a structured repository of the Client's due diligence documentation and risk information, intended to facilitate controlled disclosure of such data to business partners or other entities designated by the Client.

The Client remains solely responsible for the accuracy, legality, and completeness of any information stored in or shared through its EUDR Passport Profile and for ensuring that such sharing complies with applicable data protection and confidentiality requirements.

Article 7 – Credits, Pricing and Renewal

Functionalities of the Application may be provided against the consumption of Credits or free of charge. Which functionalities require the consumption of Credits, and how many Credits they require, is determined exclusively by the Price Document.

The applicable Credit requirements, validity periods, renewal mechanics, bundles, and pricing conditions are defined exclusively in the Price Document published on the Provider's Web Site and may be updated from time to time.

Before Credits are consumed, the Application displays the number of Credits required. The Client's confirmation within the Application constitutes its order of the respective functionality and authorises the consumption of the displayed Credits.

Functionalities provided for a limited period, such as the Risk Assessment with monitoring, an activated Risk Resolution Module and the monitoring of Downstream Product Profiles, renew automatically at the end of each twelve (12) month period, and any Credits required for the renewal under the Price Document then in force are consumed from the Client's Account, unless the Client deactivates the respective Product Profile, Risk Resolution Module or Downstream Product Profile before the renewal date. Upon renewal of a Product Profile, a new Risk Assessment is performed. The Application notifies the Client at least one (1) month before each renewal.

If the Client's Account does not hold sufficient Credits at the renewal date, the respective functionality expires. For an expired Product Profile, monitoring ends and no further DDS can be generated from it until a new Risk Assessment has been performed. Records already created remain available in accordance with Article 8.

Credits are governed by Article 5.3 of the Terms of Service. Subscription-related provisions, including recurring subscription fees and indexation, do not apply to the Application unless expressly stated otherwise.

Article 8 – Record Retention

The Provider keeps DDS submitted through the Application, together with the Product Profile and the supporting Business Data and documentation on which they are based, available to the Client in read-only form for five (5) years from the date of submission of the respective DDS, for as long as the Client's Account exists, including where the related Product Profile has expired. By way of derogation from Article 3.3 of the Terms of Service, the Account may be used for this purpose.

This retention does not extend beyond the termination of the Terms. Upon termination, Article 16.3 of the Terms of Service applies, and the Client may export its Client Data during the Retention Period, after which it is deleted. It is the Client's sole responsibility to export such records before their deletion and to retain them for any period required by the EUDR or other applicable law. The Provider does not assume any record-keeping obligation of the Client.

The retention described in this Article 8 may be subject to Fees as set out in the Price Document, in accordance with Article 3.3 of the Terms of Service.

Article 9 – Authorised Representative Service

The Application offers the functionality for Clients to submit Due Diligence Statements (DDS) to the EU Information System (EU IS) either:

a) using their own EU IS credentials, or
b) through an authorised representative acting under a mandate provided by the Client in accordance with Article 6 of the EUDR.

This functionality is available directly within the Product Profile. For each individual DDS, the Client grants the mandate by accepting within the Application the predefined terms of the mandate (the Power of Attorney, PoA) and confirming that the User has the authority to bind the Client. The acceptance is logged with a time stamp, the PoA is sent to the Client by email, and it is stored together with the respective DDS. Any Credits required for submissions through the authorised representative are set out in the Price Document.

The submission is performed automatically through the EUDR Passport platform, using secure technical integration with the EU IS and the credentials of the authorised representative. The Provider ensures the technical execution of the submission as part of the Application's functionality. The Client remains the operator or trader responsible under the EUDR for the DDS and its content.

The PoA terms applicable to this service, including the law governing them, are predefined and made available within the Application and may differ from the law governing these Additional Terms. The Client's acceptance thereof constitutes a binding authorisation for the respective DDS submission and remains valid until revoked.

The Provider and the authorised representative partner bear no responsibility for the accuracy, completeness, or legal sufficiency of the information contained in the DDS submitted through the Application. The Client remains solely responsible for ensuring that all data included in the DDS is accurate, compliant with the EUDR, and suitable for submission to the EU IS, and shall indemnify and hold harmless the Provider and the authorised representative from any claims arising out of the content of a DDS submitted on its behalf.

Article 10 – Third-Party Systems and Data Sources

The Application relies on various third-party systems and data sources for its operation, including but not limited to mapping and geospatial datasets used for deforestation-risk and land-rights assessments, data sources relating to indigenous and community rights, artificial intelligence models, and the European Commission's Information System (EU IS) used for validation, submission, retrieval, and cancellation of Due Diligence Statements (DDS).

Such third-party systems and data sources are operated independently of the Provider and may be updated, modified, temporarily unavailable, or discontinued without prior notice. The Provider does not control, and shall not be held responsible for, the availability, completeness, accuracy, or timeliness of any third-party data or for any interruptions,

malfunctions, or changes affecting the Application's functionality as a result thereof, including any delays or failures in submitting, retrieving, or cancelling DDS through the EU IS or in receiving corresponding reference numbers and verification codes.

The submission process to the EU IS is executed automatically through the EUDR Passport platform, either under the Client's own credentials or under a valid Power of Attorney accepted within the Application, as provided in Article 9. Any interruption, limitation, or cessation of access to such third-party systems or data sources shall not constitute a breach of these Additional Terms, the Terms of Service, or any Service-Level Agreement between the Provider and the Client.

In the event of such interruptions or limitations, the Provider shall use commercially reasonable efforts to restore the affected functionality of the Application once the relevant third-party systems or data sources become available again, or to replace them with equivalent alternatives where reasonably feasible.

Article 11 – Client's Responsibility under the EUDR

The Provider is not an operator, downstream operator or trader in respect of the Client's products and does not exercise due diligence on the Client's behalf. The Client remains solely responsible for compliance with its obligations under the EUDR. The Provider shall not be liable for any decision, measure or penalty imposed on the Client by a competent authority, or for the rejection of a DDS by the EU IS. Article 14 of the Terms of Service applies.

Article 12 – Amendments

The Provider may modify these Additional Terms in accordance with the modification provisions set out in the Terms of Service. Any such modifications shall apply prospectively only.