

## **Agreement on Certification of Organic Operation**

This agreement is made and duly signed on inspection and certification of organic and other operations between the applicant for certification (hereinafter called as the Applicant) and the certification body of Japan Organic & Natural Foods Association (hereinafter called as JONA).

### Article 1. Objective

This agreement is made for certifications, including JAS certification, JONA makes upon Applicant's application according to JONA Certification Program.

### Article 2. Fee Payment

When the Applicant applies for certifications of organic operations and so on, the Applicant must make payments for fee regarding certification and user's fee prescribed by JONA.

### Article 3. Payment methods

1. The Applicant shall pay for certification fee as prescribed by JONA within 30 days after the respective invoice is delivered to the Applicant.
2. For the sake of user's fee, the Applicant shall report the sales to JONA every three months after the Applicant starts to sell the products subsequent to the certification of the Applicant.
3. JONA shall request the user's fee calculated based on the sales at the rate set by JONA and the Applicant shall pay it within 30 days after the invoice is delivered to the Applicant.

### Article 4. Cooperation from the Applicant

The Applicant shall supply JONA with all information and documents necessary for inspection and certification to be carried out by JONA and shall fully cooperate with an inspector on his/her inspection.

### Article 5. Notification of Certification

1. JONA shall issue the Applicant JONA's "Organic Certificate" together with its certification number immediately after granting certification.
2. The certificate shall have effect only in its content and it must not be used for other products and other purposes.

### Article 6. Notification of Denial of Certification and Appeal

1. When JONA denies the application of certification by the Applicant, JONA shall promptly notify the Applicant of it together with reasons for it.
2. In case of a denial, the Applicant may appeal to JONA by following the procedures prescribed by JONA.
3. The Applicant shall pay for the fee regarding the appeal as prescribed by JONA.

Article 7. Label evaluation

The Applicant must receive, before transactions, JONA's confirmation on the submitted draft of labeling of products and articles for advertisements and , promotions regarding the products produced ,processed and/or handled based on the certificate issued by JONA.

Article 8. Confidentiality

Both parties shall keep confidentiality of information and documents obtained through works of inspection and certification and shall not release such information to other parties.

This clause may be waived when the information is known to the public.

Article 9. Disclosure of Information

1. JONA may disclose the information obtained through work of inspections and certification when the disclosure is requested by the Law or regulations or when the Applicant approves the disclosure beforehand.
2. JONA may disclose the information of decertification, temporary suspension, and withdrawal of certification without prior consent by the Applicant.

Article 10. Valid term of Certification and Annual Surveillance

1. Certification of the Applicant is valid for one year from the certification date.
2. JONA may continuously evaluate and verify compliance of the Applicant's operations with certification requirements anytime in the valid term.

The Applicant must provide JONA with information necessary and cooperate for JONA's evaluation

3. When the Applicant wishes to continue status of certification in the following year, the Applicant must send an application and JONA may approve one-year extension of certification after evaluation of the submitted application.

Article 11. Duty of the Applicant

The Applicant is subject to the following duties.

1. The Applicant shall follow JONA Organic Standards and JONA Certification, on which a certification is granted.
2. The Applicant must not refuse or avoid but cooperate with JONA on an evaluation.
3. The Applicant must submit to JONA the reports required by the Law and regulations and JONA Certification Program.
4. If any significant changes are planned prior to the next annual inspection and certification, the Applicant shall inform JONA immediately and respond to JONA's request for additional information and/or inspection, if needed.
5. The Applicant shall not refuse laboratory test of soil, chemical residues, water

quality, GMO and so forth to be conducted, in principle, to their cost

- when Certification Committee of JONA decides it is necessary, or
- when Applicant's operation is suspected.

Article 12. Suspension and cancellation of certification

When the Applicant violates the Law and regulations and JONA Certification Program but does not make improvements requested by JONA, JONA shall request suspension of the production and shipment of organic products or decertify the Applicant.

Article 13. Termination of Agreement

1. When the Applicant violates any clause of this agreement, JONA may order the Applicant in writing to fulfill the agreement. If the Applicant does not fulfill the agreement within one month from reception of the order, this agreement will become automatically terminated.
2. If the agreement becomes terminated subject to the clause above, the certification of the Applicant shall lose its effect.

Article 14. Compensation for Damage

If JONA is damaged due to violation of the agreement by the Applicant, the Applicant shall compensate JONA for all the damages done to JONA.

Article 15. Term of Validity

1. This agreement shall take effect until one year is passed since the date of signature.
2. This agreement shall be automatically renewed if the Applicant applies for continuing certification by document before two months are left prior to the expiration of this agreement. This will be the same the year after that

Date:     /     /

Japan Organic and Natural Foods Association

Address: Takegashi Bldg. 3<sup>rd</sup> Fl., 3-5-3 Kyobashi, Chuo-ku, Tokyo, Japan

Representative: Tsutomu Takahashi

Signature:

Applicant

Address:

Name of Company:

Representative:

Signature: