

GRANJERO DE BAUER

AFFILIATE AUDITOR & ASSESSOR

TERMS OF REFERENCE AGREEMENT

Independent Inspection, Audit & Assessment Services

Granjero de Bauer

This Affiliate Auditor & Assessor Agreement ("Agreement") is entered into between **Granjero de Bauer** ("the Company") and the undersigned **Affiliate Auditor/Assessor** ("the Affiliate") for the purpose of governing independent audit, assessment, and verification activities conducted through the Company's platform.

1. Nature of the Relationship

1.1 The Affiliate is engaged as an independent contractor and not as an employee, partner, agent, or representative of the Company.

1.2 Nothing in this Agreement shall be construed as creating an employment relationship, joint venture, or partnership.

1.3 The Affiliate shall perform audit and assessment services independently while using the Company's platform, systems, branding permissions, and institutional linkages where authorized.

2. Scope of Engagement

The Affiliate may, subject to Company assignment and approval:

- Conduct farm audits, assessments, inspections, and validation activities
- Perform compliance evaluations aligned with applicable agricultural standards
- Generate audit reports, findings, and recommendations
- Interface with producers and stakeholders strictly within assigned mandates
- Evaluate and sign clients independently based on the scope or engagement with Granjero de Bauer

All activities must comply with Company procedures, quality requirements, and ethical standards.

3. Platform Use & Affiliation

3.1 The Affiliate is authorized to use the Company's platform solely for the execution of approved audit and assessment assignments.

3.2 All client engagements originating from, processed through, or linked to the Company's platform shall be deemed Company-linked assignments.

3.3 The Affiliate shall not bypass the platform or engage directly with Company-linked clients outside approved processes.

4. Fee Structure & Revenue Sharing

4.1 All fees collected from Company-linked audits or assessments shall first be applied to:

- Mandatory scheme owner fees (e.g., GLOBALG.A.P.)
- Accreditation, registration, or database fees
- Applicable regulatory or statutory charges

4.2 After deduction of the mandatory fees outlined above, the net professional fee shall be shared as follows:

- **70%** payable to the Affiliate
- **30%** payable to Granjero de Bauer

4.3 The Company's 30% share covers platform use, client acquisition, administrative coordination, quality oversight, brand association, and compliance management.

4.4 Payments to the Affiliate shall be made in accordance with agreed payment cycles following receipt of funds from the client.

4.5 Schedule A (Fee Flow Example) forms an integral part of this Agreement and illustrates the application of this clause.

5. Prohibition of Unauthorized Capacity Building

5.1 The Affiliate **shall not** conduct, promote, or deliver capacity building, training, or awareness programmes using:

- GLOBALG.A.P. materials or other Linked Profile construct
- Scheme-related documents
- Company-developed or adapted training content

Without prior written approval from the Company.

5.2 Any unauthorized use of Company-linked materials constitutes a **material breach** of this Agreement.

5.3 Such breach may result in:

- Immediate termination of this Agreement
- Withdrawal of platform access
- Legal action where necessary
- Claims for damages or reputational harm

6. Compliance & Professional Conduct

The Affiliate agrees to:

- Maintain valid professional qualifications and approvals
- Comply with applicable scheme rules and codes of conduct
- Act impartially, ethically, and independently
- Avoid conflicts of interest
- Submit accurate, complete, and timely reports

Any falsification, misrepresentation, or unethical conduct shall constitute grounds for termination.

7. Confidentiality

The Affiliate shall treat all Company, client, and scheme-related information as strictly confidential.

Confidentiality obligations survive termination of this Agreement.

8. Intellectual Property

8.1 All reports, data, findings, templates, and materials generated through Company-linked engagements remain the intellectual property of Granjero de Bauer, subject to scheme ownership rights.

8.2 The Affiliate shall not reuse, distribute, or commercialize such materials without written consent.

9. Quality Oversight & Audit Review

9.1 The Company reserves the right to:

- Review audit reports

- Conduct witness audits or shadow reviews
- Request clarifications or corrective actions

9.2 Repeated quality failures may result in suspension or termination.

10. Term, Renewal & Recurrence

10.1 This Agreement shall commence on **the date of agreement** and remain valid for **one (1) year**.

10.2 The Agreement is **renewable annually**, subject to:

- Satisfactory performance
- Continued compliance
- Business needs

10.3 The Company may revise terms upon renewal with prior notice.

11. Termination

11.1 Either party may terminate this Agreement by providing 30 days written notice.

11.2 Immediate termination may occur in cases of:

- Unauthorized capacity building or training delivery
- Breach of confidentiality
- Ethical or professional misconduct
- Platform misuse or client bypassing
- Reputational harm to the Company or scheme

11.3 Termination shall not prejudice the Company's right to pursue financial recovery, damages, or other legal remedies arising from breaches occurring prior to termination.

12. Non-Solicitation

The Affiliate shall not solicit Company-linked clients for independent engagements outside the platform during the term of this Agreement and for 12 months following termination.

13. Branding, Representation & Limitation of Authority

13.1 The Affiliate may describe themselves as an **“Affiliate Auditor/Assessor of Granjero de Bauer”** only for assignments formally issued through the Company.

13.2 The Affiliate shall not:

- Use the Company's name, logo, or branding independently
- Represent themselves as an employee or official representative
- Issue public statements, proposals, or training materials using the Company's identity without written approval

13.3 Unauthorized branding or representation constitutes a material breach of this Agreement. Contractually

- Represent themselves as employees
- Make commitments on behalf of the Company

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Federal Republic of Nigeria**.

15. Sanctions, Penalties & Liquidated Damages

15.1 **Platform Bypass:** Where the Affiliate directly engages Company-linked clients outside the platform, the Company shall be entitled to:

- Immediate termination; and
- Recovery of 30% of all fees earned from such engagement as liquidated damages.

15.2 **Unauthorized Capacity Building:** Where the Affiliate conducts training or capacity building using Company-linked materials without approval, the Company may:

- Impose a liquidated damages penalty of not less than the equivalent of one (1) full audit fee per violation;
- Terminate this Agreement immediately; and
- Pursue further legal remedies where reputational or financial harm occurs.

15.3 The parties agree that these penalties represent a genuine pre-estimate of loss.

16. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes prior communications.

16. Signatures

For Granjero de Bauer

Name: _____

Title: _____

Signature: _____

Date: _____

Affiliate Auditor / Assessor

Name: _____

Signature: _____

Date: _____

SCHEDULE A – FEE FLOW EXAMPLE

Illustrative Example (for clarity):

1. Client Audit Fee Paid: ₱1,000,000
2. Mandatory Scheme / GLOBALG.A.P. Fees: ₱300,000
3. Net Professional Fee: ₱700,000

Revenue Split:

- Affiliate Auditor (70%): ₱490,000
- Granjero de Bauer (30%): ₱210,000

This Schedule is illustrative and does not limit the Company’s right to apply actual scheme fees as invoiced.

ANNEX 1 – AFFILIATE APPOINTMENT LETTER (TEMPLATE)

Date: _____

Dear _____,

We are pleased to appoint you as an **Affiliate Auditor/Assessor** of **Granjero de Bauer**, subject to the terms and conditions of the Affiliate Auditor & Assessor Agreement dated _____.

This appointment authorizes you to undertake audit and assessment assignments issued through our platform in accordance with approved procedures and professional standards.

This appointment does not create an employment relationship.

Yours sincerely,

For Granjero de Bauer

Name: _____

Title: _____

Signature: _____

ANNEX 2 – AUDITOR CODE OF ETHICS

Affiliate Auditors and Assessors shall:

1. Act with integrity, independence, and impartiality
2. Avoid conflicts of interest and declare any potential bias
3. Base conclusions solely on objective evidence
4. Maintain confidentiality of client and Company information
5. Refrain from offering consultancy to audited clients
6. Comply with all applicable scheme rules and professional standards
7. Uphold the reputation of Granjero de Bauer and affiliated schemes

Breach of this Code constitutes grounds for suspension or termination.