

## Conditions & rights

### **COWSIGNALS® PRACTITIONER**

#### **what do you get & what do we expect of you**

##### **Use of materials**

On our website you will find free information in whitepapers and blogs. You are free to share this information with anyone you like, you are only required to always mention the following source:

CowSignals® Training Company,

The Netherlands

[www.cowsignals.com](http://www.cowsignals.com)

or minimal:

source: [www.CowSignals.com](http://www.CowSignals.com)

##### **Conditions and rights for the online courses:**

You have free access to your online course for a year. You can watch it as many times as you like to train yourself.

You are not allowed to show the online course outside your company. The access to the online course is for personal use only. If you login from more than 4 different computers, (IP addresses), your account can be blocked. You can contact us for more information.

After a year, your access to the online course will be stopped automatically.

##### **Conditions for live training**

The materials are for personal use only.

### **COWSIGNALS® ADVISORS**

#### **what do you get & what do we expect of you**

##### **Use of materials**

On our website you will find free information in whitepapers and blogs.

You are free to share this information with anyone you like, you are only required to always mention the following source:

CowSignals® Training Company,

The Netherlands

[www.cowsignals.com](http://www.cowsignals.com)

or minimal:

source: [www.CowSignals.com](http://www.CowSignals.com)

As a CowSignals® Advisor you will be licensed to give 1-to-1 CowSignals® advise to farmers, and are allowed to use CowSignals® Advisor logo in your signature, social media, or in your branding.

##### **You have access to toolbox containing:**

CowSignals® Training Company

Hoekgraaf 17a, 6617 AX Bergharen, The Netherlands | T +31 (0)487 745 041 | E [info@cowsignals.com](mailto:info@cowsignals.com)

[www.cowsignals.com](http://www.cowsignals.com) | Chamber of Commerce 62905457 | VAT Number NL855007333B01

1-2-3 Welfare check for housed and grazing cows  
CowSignals® Welfare Assessment  
CowSignals® Presentation handout  
Whitepaper library  
Roadmap – how to get involved in social media  
CowSignals® logo downloads  
CowSignals® Advisor license  
CowSignals® Infographic

You will be listed on the CowSignals® website as an official CowSignals® Advisor, where people are able to contact you for advice.

### **COWSIGNALS® MASTERS**

what do you get & what do we expect of you

#### **Use of materials**

On our website you will find free information in whitepapers and blogs.  
You are free to share this information with anyone you like, you are only required to always mention the following source:  
CowSignals® Training Company,  
The Netherlands  
[www.cowsignals.com](http://www.cowsignals.com)  
or minimal:  
source: [www.CowSignals.com](http://www.CowSignals.com)

As a CowSignals master trainer you will be licensed to do CowSignals trainings and/or advisories yourself. You will be provided with a trainers manual, powerpoint presentation and checklist for in the barn.

You cannot train other people as CowSignals® Advisor or Master. Only the CowSignals® Training Company can do this.

#### **You have access to toolbox containing:**

1-2-3 Welfare check for housed and grazing cows  
CowSignals® Welfare Assessment  
CowSignals® Farm Workshop  
CowSignals® Trainer Manual  
Invitation to CowSignals® workshops  
Whitepaper library  
Roadmap – how to get involved in social media  
CowSignals® logo downloads  
CowSignals® Master license  
CowSignals® Powerpoint Presentation  
CowSignals® Presentation handout  
CowSignals® Infographic

You will be listed on the CowSignals<sup>®</sup> website as an official CowSignals<sup>®</sup> master, where people are able to contact you for lectures, advice and workshops.

### **Specification of your license**

All licenses are limited to one country and one language.

Your license requires an annual fee of € 500,- for Masters and € 300,- for Advisors per country per person.

This license is valid for your country. The costs per country are € 500,00. (In case of a license covering four or more countries, a worldwide license applies. The costs for a worldwide license are € 2000,00).

On a non-profit basis this license can be used in multiple developing countries.

### **CANCEL A BOOKING**

Should you wish to cancel a booking/reservation:

Free of charge up to 1 month before starting date.

Between 4 and 2 weeks before starting date we will charge 50% of the training costs.

Within 14 days before starting date we will charge 75% of the training costs.

### **OPEN TRAINING COURSES**

When we have less than 6 participants for an open training, we have the right to cancel the training. Participants that have already subscribed will be informed at least 30 days before the training would have started.

### **FILMING A LECTURE, TRAINING OR WEBINAR**

No-one is allowed to broadcast trainings, workshops, lectures and webinars by Joep Driessen or our other CowSignals<sup>®</sup> Expert.

Please contact our office for permission in all cases.

CowSignals® and Licensee (Master or Advisor) hereinafter also jointly referred to as parties and individually as party,

**Taking into consideration that:**

- a) CowSignals® strives towards a world with healthy dairy cows and trains, advises and motivates people from those ideas and the accompanying concept (hereinafter jointly referred to as: the Concept) of CowSignals®. Our motto: *Happy Cows, Happy Farmers, Happy Planet*;
- b) Training was designed based on these ideas, and investments made in the Concept, such as training materials, websites, portal and all that serves to realize the Concept;
- c) CowSignals® would like to further spread the Concept and wants to allow third parties (suppliers, veterinarians, dairy processors) to make use of the Concept in which CowSignals® has invested pertaining to the ideas;
- d) CowSignals® wishes to ensure that the Concept is not spread in an incorrect way by third parties or that the Concept is executed in an incorrect way, which includes training done not in the prescribed manner or with the right content, or providing advice which is not in accordance to the Concept, or giving the impression that any possible contrarities with the Concept are still based on the idea;
- e) Therefore, CowSignals® wants to provide use of the Concept, and the method in which it should be handled, to third parties only on basis of an agreement;
- f) Licensee is currently working as an «Employee» at «Company\_name»;
- g) Licensee has the desire to spread the ideas by means of the concept and to therefore make agreements on this matter with CowSignals®;
- h) The Undersigned wish to record these agreements in writing by means of this agreement and

Declare to have agreed upon the following:

**Article 1 Objective of the agreement**

The objective of the agreement is, pertaining to spreading the ideas by means of the concept, including through the use of training, coaching, consultancy or otherwise, to record agreements on grounds of which the Licensee acquires the right to apply the Concept.

**Article 2 License**

CowSignals® hereby grants to the Licensee the non-exclusive and non-transferable right to apply the Concept as referred to in this agreement and further explained on the portal referred to in this agreement and displayed on the website of CowSignals® ([www.cowsignals.com](http://www.cowsignals.com)), training material, folders etc. with due observance of the conditions, limitations and conditions as specified in the agreement

**Article 3 Duration**

The license applies from the moment that Licensee has successfully completed the training CowSignals® Master and applies for as long as Licensee complies to the conditions in this agreement. The requirements for the CowSignals® Master are specified in the online portal as specified in article 5, and can be adapted unilaterally by CowSignals® at all times.

#### **Article 4 Region**

This license is valid for «Region». The costs per region are € 500,00. (In case of a license covering four or more countries, a worldwide license applies. The costs for a worldwide license are € 2000,00).

On a non-profit basis this license can be used in multiple developing countries.

#### **Article 5 Online portal**

An online portal ([www.cowsignals.anewspring.nl](http://www.cowsignals.anewspring.nl)) is part of the agreement. The Concept is described on that portal, and all everything related to it, such as the requirements for the CowSignals® Master. The requirements include, but are not limited to having followed the mandatory training courses provided by CowSignals® and successfully completing the corresponding exams, being employed in the industry, and acting in compliance to the Concept (Name any other relevant requirements, if applicable). Furthermore, the portal also lists in what way the Concept provided with the license should be handled. The compliance to all what is recorded on the portal is mandatory and CowSignals® is at all times entitled to check this. Licensee is required to cooperate to this check at all times and is required to follow any indications resulting from that check.

#### **Article 6 Method of use**

Licensee is required to make use of the name CowSignals®, with reference to CowSignals®. Furthermore, Licensee is required to make use of the content of the followed CowSignals® training and the resource material made available with it, all with the express reference to CowSignals®. In all utterances related to CowSignals®, the Licensee is required to follow the corporate identity features and other practical indications as specified on the online portal belonging to this agreement.

#### **Article 7 Education & requirements**

Our license is based on the concept of continuous education and/or periodic validation. CowSignals® reserves the right to require the completion of specific follow-up courses and/or refresher courses, as well as the successful completion of accompanying exams. In addition, Licensee will supply information and grant all cooperation that can be reasonably asked of him/her to give CowSignals® the opportunity to check whether the minimum requirement for the continuation of the license is satisfied.

With a CowSignals® Master License, advice and training may only be given to dairy farmers or direct colleagues within their own company. With a CowSignals® Advisor License, only 1-on-1 advice may be given to individual dairy farmers. It is only reserved for CowSignals® Experts employed or hired by CowSignals® Training Company to educate, train or license other target groups and Masters or Advisors. The portal further explains which certificates can be acquired, as well as which training options exist and what the accompanying competences are.

#### **Artikel 8 Register**

1. CowSignals® maintains a register listing all license holders which meet the qualifications as set out by CowSignals®, so that interested parties can ascertain that Licensee actually possesses the set qualifications and is rightly representing as a CowSignals® Master. Each licensee has their own unique number and that number should be used in their utterances in



the following way: “registered in the register of CowSignals® on [www.cowsignals.com/«Number»](http://www.cowsignals.com/«Number») under number «Number»”, or further to be mentioned under the CowSignals® Master emblem provided by CowSignals®, as ‘registration number «Number»’.

2. If, at any time, Licensee does not or no longer meet the set qualifications, solely to be determined by CowSignals®, then licensee will be addressed about this in writing (by e-mail) by CowSignals® and a period of 30 days will be granted to still meet the set qualifications. If Licensee still does not meet the set qualifications, then CowSignals® will remove Licensee from the register and Licensee will then no longer be able to present themselves as CowSignals® Master. Acting in breach with this will result in the licensee, in deviation to the provision in article 14, owing an immediately payable one-time penalty to CowSignals®, not subject to judicial mitigation, of the size of € 5,000 as well as a penalty not subject to judicial mitigation of the size of € 500 per day that Licensee falsely presents themselves as CowSignals® business, without prejudice to the right of CowSignals® to claim actually suffered damage and loss.

### **Article 9 License fee**

A fixed fee is paid for the license of € 500 per year, per region. Included in this fee is that Licensee follows and successfully completes the training courses and accompanying exams required to meet the minimum requirements set for the continuation of the license, annually. For the in aforementioned fee, CowSignals® makes an online portal, in the English language, available for Licensee on which training can be followed and the process can be monitored. Licensee is mentioned on the CowSignals® website with a reference to their own website (if applicable).

### **Article 10 Intellectual property rights**

All intellectual property rights, no matter under what name, regardless of what form and regardless of the method at which the intellectual property rights are made available to Licensee, including any amendments to it made by Licensee in consultation with CowSignals®, regardless of the method at which this is done or in which, rest solely with CowSignals®. Nothing in this agreement extends to full or partial transfer by CowSignals® to Licensee.

Licensee acknowledges the intellectual property rights of CowSignals® and, to the extent necessary, Licensee transfers all intellectual property rights of all that Licensee has done to the Concept, regardless of the method at which or in which this is done, by means of this agreement, in advance, and to the extent further actions will be required for this, Licensee hereby grants its unconditional cooperation.

Licensee will not pretend to have any intellectual property rights to the ideas, will avoid the semblance of ownership, and will not make any claim to ownership of the ideas. Licensee will at all times make it clear to its clients and employees, regardless of whether these are consumers or commercial/corporate parties or not and regardless of whether there is a profit motive, that CowSignals® is the exclusive owner. Licensee will do this by making use of the CowSignals® Licensed logo, with accompanying express reference to CowSignals®. Licensee will notify CowSignals® immediately when the Licensee learns that third parties breach the intellectual property rights of CowSignals®.

### **Article 11 Transfer of rights**

Licensee is not entitled to transfer its rights following this agreement to third parties. Although CowSignals® has no intention to do so whatsoever, CowSignals® as the owner of the Concept is entitled to transfer its rights following this agreement to (a) third part(y)(ies), provided that the continuity pertaining to the use is safeguarded for the Licensee.

### **Article 12 (Interim) termination agreement**

This agreement is terminated immediately by operation of law;

- If a party files for bankruptcy, or bankruptcy is filed for a party;
- If a party requests suspension of payment;
- If a party requests to apply debt restructuring for natural persons;
- If a party ceases its business operations;
- If attachment in execution is levied on a party of at least € 10,000 and this attachment is not abolished within 30 days.
- 

This agreement can be terminated before the end, after a notice of default where a party is given the opportunity to correct the failure and granted a period of at most 30 days in the following situations:

- If a party does not, does not completely or does not correctly comply with a provision from this agreement or an accompanying appendix (which is also meant to include the portal);
- If a party does not actually use the ideas (anymore) or uses them incorrectly;
- 

Furthermore, CowSignals® is entitled, if Licensee does no longer meet the requirements set by CowSignals®, to terminate the agreement.

Furthermore, CowSignals® is entitled, if Licensee does not, does not completely or does not correctly comply with the agreement on a regular basis during the duration of this agreement, regardless of whether Licensee still remedies the failure after a notice of default each time, to terminate the agreement.

Terminations occur in writing each time (email between the email addresses normally used between the parties) and with due observance of a notice period of 30 days.

Whenever the agreement is terminated, regardless of what the reason was for this to happen, the Licensee is obligated to cease and desist all use of the Concept everything related to it and return to CowSignals® everything provided by CowSignals® to Licensee pertaining to the Concept. To the extent that it is practically impossible to return the matters referred to, Licensee is to provide proof to CowSignals® from which nullification of the matters referred to is evidenced. Furthermore, CowSignals® is entitled in this case to deny access to the portal to Licensee and also prohibit the use of websites and email addresses and access to them.

### **Article 13 Agreements applicable to Licensees outside of the Netherlands**

1. The parties are aware that in regards to intellectual property rights, countries have their own rules, deviating from the Dutch law, when it comes to intellectual property rights and which right applies (whether or not as mandatory law).

In case the right of the country of the Licensee determines that Licensee is the owner of the copyrights and other intellectual property rights, regardless of what form or under what name, of what has been given out in license, or parts thereof, parties agree that Licensee never has any pretension of being owner of any intellectual property rights, will not act as such, and will not file any claim in their own country to still enforce the property rights referred to.

In the situation that Licensee does not comply with the aforementioned agreements, the Licensee owes a flat-rate penalty of € 5,000.

2. To the extent that Licensee does not command the Dutch language, this agreement will be translated into the English language (and if Licensee pays for the costs at own expense, in the language of Licensee). Despite the possible existence of a translation of the Dutch version, in case of disputes and differences, the Dutch version will at all times have primacy over the translation.

3. The Dutch law is based on reasonableness and fairness, with a lacking necessity to have made agreements in all matters, and that further agreements can be made on subjects coming up later. Whenever a subject therefore does come up, it does not have as a consequence that Licensee is free in their actions pertaining to that concerning subject, but at all times the scope of what has already been determined in the agreement, will also apply to subjects that come up at a later time. Either way, parties will at all time relate to each other in all reasonableness and fairness.

### **Article 14 Penalty stipulation**

Except to the extent provided otherwise at some other point in the agreement, the party that fails to perform an article from this agreement, or does not entirely or correctly do so, owes a flat-rate penalty of € 2,000 for each attributable breach to the other party, as well as a penalty of € 250 for each day that the attributable breach continues, without prejudice to the right to claim compensation for actually suffered loss and damage.

### **Article 15 Void/nullifiable provisions**

If an article in this agreement is void or nullifiable, then this does not affect the other articles in this agreement whatsoever and the void/nullifiable article(s) are/will be adjusted in such a way, that the original intention is approached as much as possible and the scope of it remains intact and the voidness/voidability will have been taken away.



**Article 16 Disputes and applicable law**

The Dutch law is of exclusive applicability to this agreement and the explanation thereof. The Vienna Sales Convention is expressly exempt. Furthermore, all the other right other than the Dutch law are expressly exempt, except provided for otherwise by mandatory law on grounds of the right of Licensee or treaties. All disputes will at first be settled by the Dutch court in Nijmegen, except if provided for otherwise in prescribed Dutch legislation of mandatory law. The settlement occurs exclusively while using the Dutch language. There is only a dispute if one of the parties states there is one.