



## Explanatory notes on the Agrifood Code of Conduct for Data Use

The Agrifood Code of Conduct for Data Use (below: 'Code of Conduct') provides a set of commitments about data use for suppliers of digital tools and smart machines, devices and equipment, agricultural businesses (farms) and supply and processing chains partners. These explanatory notes summarise the content of the Code of Conduct. Following this, pages 5 to 14 form the preamble and articles of the Code of Conduct. These are central to the Code of Conduct and how it is applied.

The aim of the Code of Conduct is to attain data-driven agriculture and horticulture, which can benefit agricultural businesses, supply chain partners and society. By having clear rules we want to ensure that trust in, and monitoring of, smart data use in agriculture and horticulture will become the basis. A register of parties who sign up to the Code of Conduct will be published on the website of BO Akkerbouw in early 2025. We are working with other sectors in the Netherlands to ensure that the Code of Conduct becomes the standard throughout the country. In early 2025, the Code of Conduct is expected to become the standard in the arable farming and field-scale vegetable supply chains. The process for expanding into other sectors has started.

The Code of Conduct focuses on rules about data use between **(data) users, data holders and data recipients**. Data holders are companies and organisations who supply digital tools and/or smart machines on which data is stored. This gives them access to and control over the user data. This may also include contract workers and data intermediaries. Data recipients are companies who do not use the digital tools themselves but receive user and other data via the data holders. Users are agricultural enterprises who use digital tools and smart machines, devices or equipment (products connected to the Internet) for their enterprises, for example to store data from and about their companies. In the definitions in the Code of Conduct, we elaborate on these terms specifically for contract workers and advisory and processing companies as key data intermediaries.

The reasons for an 2024 update of earlier Codes of Conduct on agricultural data use are new insights and legislation. Earlier codes are published on websites of Copa Cogeca and CEMA as well as on website of BO Akkerbouw, but do not speak of data holders and users but data suppliers, and so, not compliant with new legislation. The European Data Act aims to accelerate the digital transition in the EU, thus improving the data positions of small businesses (such as agricultural enterprises) and consumers. The Code of Conduct provides a set of rules which participating companies sign up for. The Code of Conduct is **not a law or statutory regulation**, but contains rules for data use which parties can commit to **voluntarily**. Under the code, data holders must commit to and comply with **control, transparency, purpose limitation, reuse and confidentiality principles**. The Code of Conduct is of course aligned with current legislation (for instance, the General Data Protection Regulation (GDPR), the Data Act and the Artificial Intelligence Act). **Current legislation always takes precedence over the Code of Conduct.**

For the agricultural sector, BO Akkerbouw is the administrator responsible for the Code of Conduct. As administrator, BO Akkerbouw keeps a record of which parties sign up for and comply with the Code of Conduct, on a public list of participants. This enables agricultural enterprises to choose from suppliers who endorse the requirements of the Code of Conduct with their digital tools and/or smart machines. Parties appear on the public list of participants if they sign the self-declaration letter and thus commit to the Code of Conduct. After they have signed, BO Akkerbouw does not



verify in detail whether the signing party meets the Code of Conduct. An agricultural enterprise (farm) that engages the services of a participant may trust that the participant acts in accordance with the Code of Conduct. If a participant acts contrary to the Code of Conduct, the agricultural enterprise can invoke the rules from the Code of Conduct. Other parties can also lodge a complaint about a participant to BO Akkerbouw. Complaint handling by BO Akkerbouw is not geared towards dispute resolution. However, BO Akkerbouw is authorised to remove a participant from the participant list as a result of the complaint or if it appears that a participant no longer satisfies the participation criteria or otherwise fails to comply with the Code of Conduct.

The Code of Conduct sets rules for participants for collecting, processing and reusing data from agricultural businesses. Amongst other things, the Code of Conduct includes articles about definitions, rights and duties, responsibilities, security, negotiation and compliance. We summarise below the underlying data use principles of **control**, **transparency**, **purpose limitation**, **reuse**, **interoperability**, **data portability** and **confidentiality/privacy/security**.

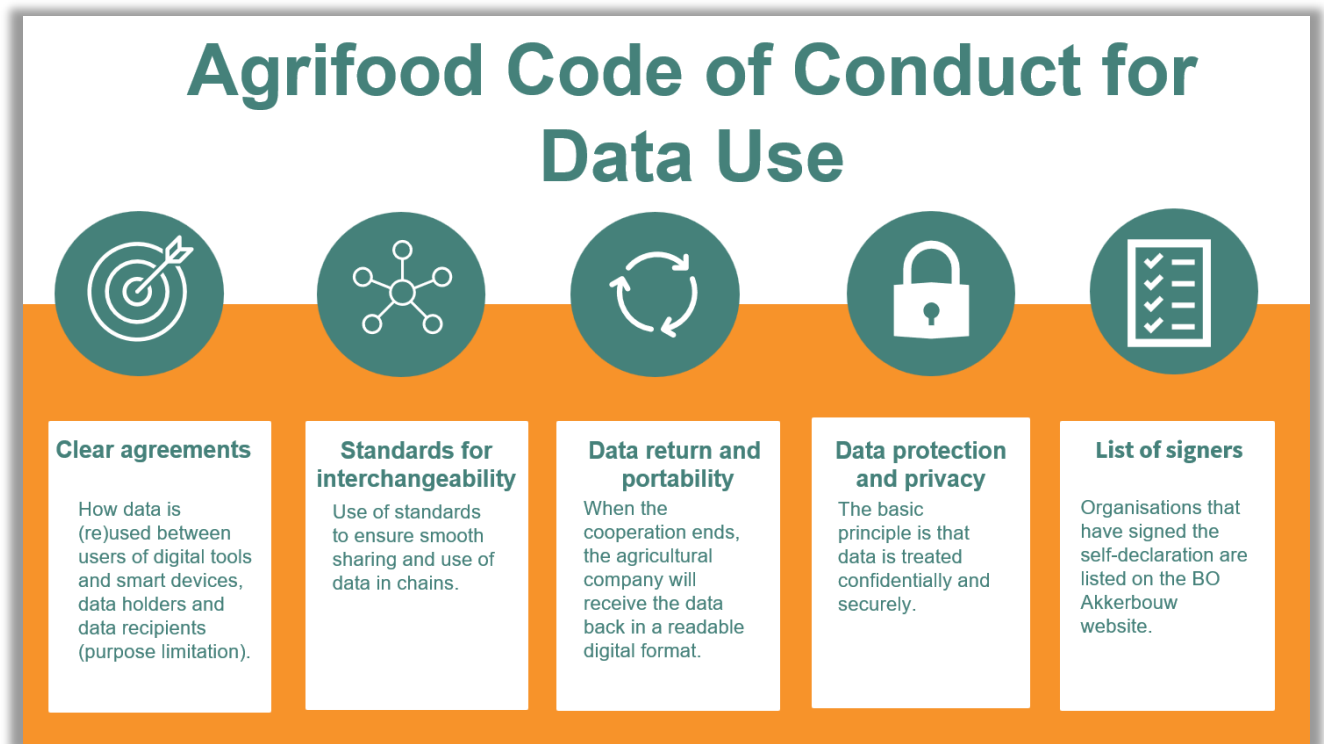


Figure 1. Schematic summary of the Code of Conduct

**Control/data sovereignty:** The control principle stipulates that user data is only collected, used and shared if this is strictly necessary for performance of the agreement with the user or because the user gives permission. This also means that data holders and data recipients are not permitted to use the user data for commercial reasons, other than for performance of their agreement with the user, unless the user has given prior permission. This makes clear what the data holder can and cannot do with the user data and what the user can expect. There are also exceptions to the basic principle of control based on law and legislation and based on interests of data holders; these are specified in the Code of Conduct.



**Transparency:** The manufacturer, the digital service provider, the contractor and any other party who supplies a digital tool or smart machine, device or equipment must provide the user with clear and understandable information about the data the connected product or digital tool can generate, including the type, format and estimated volume of such data. This includes information about data structures, data formats, vocabularies, classification schemes, taxonomies and code lists, if available. This also involves clear and sufficient information relevant to the exercise of the user's rights about how the data can be stored, retrieved or consulted. This includes the conditions of use and the quality of service provision of APIs (Application Programming Interfaces) or, if applicable, the supply of software development packages. This is a key principle for increasing trust in data-driven agriculture and horticulture. Without transparency, the principle of control cannot be applied. Transparency about the use of Artificial Intelligence (AI) when processing data also comes under the Code of Conduct.

**Purpose limitation:** A contract between the data holder and the data user sets out for which purposes the user data can be used. It must be transparent for the user for which purposes the data holder will use, or intends to use, the data. Such purposes might include improving the functioning of the smart device or digital tool, developing new products or services or bundling data with a view to making the derived data available to third parties. This is on condition that enriched data derived in this way does not allow to identify confidential data of the user. To prevent users from being exploited, data recipients can only process the user data for the purposes agreed with the user and with the permission of the user. Such enriched user data can only be shared with others if this is strictly necessary for performance of the agreement or if the user has given permission for this.

**Compatibility/Interoperability:** Manufacturers and suppliers of digital services must make reasonable efforts to comply with conventional data standards to ensure that data use and sharing of data in supply chains runs smoothly.

**Data portability:** If a user wants to stop using a digital tool or smart machine, device or equipment (product connected to the Internet), the user is entitled to request all the data (raw or otherwise) related to the farm and to receive it in a machine-readable format. The user is also entitled to have the supplied data deleted from the connected product or digital tool. Enriched data (for example, calculated key figures and advice/recommendations) is also returned to the user in a digitally readable and usable format. The underlying calculation method does not have to be provided unless there is a legal basis for doing so (for example, evidence that crop protection by the agricultural enterprise has been implemented as a result of advice based on IPM (Integrated Pest Management)).

**Confidentiality/privacy/security:** Participants must respect the principles of confidentiality and professional and commercial secrecy in accordance with European Union or national legislation. The basis for the Code of Conduct is that data is treated as confidential. Users must in particular be able to require data holders and data recipients to observe the confidentiality of user data regarded as business secrets. To this end, users must identify business secrets before they are disclosed. They must also be able to make arrangements with data holders or data recipients about necessary measures in order to maintain confidentiality. Furthermore, the data holder is obliged to do their utmost to prevent data getting into the wrong hands. The manufacturer of the connected products and digital tools must take appropriate measures to prevent supplied tools from being hacked by malicious hackers.



**Data space of the agricultural business/ Farm Data space:** The above principles are intended to contribute to a stronger data position of agricultural enterprises/farms (any entity focused on primary agricultural production) amongst the partners in agricultural value chains. The Code of Conduct forms the basis of a Dutch private public plan (see the [Roadmap Datainfrastructuur Open Teelten \[Roadmap to Data Infrastructure in Open Cultivation\]](#) on the website of [BO Akkerbouw](#)), which is working towards a scenario in which every agricultural enterprise (farm) has control over data from and about the business and feels comfortable sharing data with interested parties. From within this space, the business can inspect, store, use, share and, if required, delete all relevant data, in accordance with the principles of the Code of Conduct.

## CONTACT INFORMATION

If you are interested in learning more about this Code of Conduct for data use in Agrifood, or wish to give feedback, please contact the Coordinator Data and Precision Farming of BO Akkerbouw in Zoetermeer, The Netherlands via email [info@bo-akkerbouw.nl](mailto:info@bo-akkerbouw.nl) or tel. + 31 79 3030 330. Info in Dutch can be found on this website: <https://www.bo-akkerbouw.nl/gedragscode-datagebruik-agrifood>. On this website, we keep a list of signees of the Code of Conduct up to date.



## AGRIFOOD CODE OF CONDUCT FOR DATA USE

### Whereas:

- A. this Agrifood Code of Conduct for Data Use (below: 'Code of Conduct') provides a set of commitments, rules and best practices for the use of data in the Agrifood domain;
- B. this Code of Conduct has been adapted to Regulation (EU) 2023/2854 (below: 'Data Act');
- C. participants in this Code of Conduct adhere to the principles (see F) of the Code of Conduct. This is necessary in order to establish trust in data-driven agriculture and horticulture and provide the Parties with a reliable instrument which they can all benefit from;
- D. the Code of Conduct is not a law or statutory regulation. It contains rules for data use to which parties can commit voluntarily. Participation in the Code of Conduct is a voluntary commitment. An Agricultural Enterprise that engages the services of a Participant may trust that the Participant acts in accordance with the Code of Conduct. The Participant will not invoke any contractual clauses contrary to the Code of Conduct in respect of the Agricultural Enterprise. Current legislation always takes precedence over the Code of Conduct;
- E. the Code of Conduct focuses specifically on rules between Users of Connected Products and Digital Tools (including platforms for data services, smart farming and decision support applications, whether or not they are related to Connected Products), Data Holders (who have control over access to and use of User Data) and Data Recipients (to whom User Data is made accessible);
- F. the Code of Conduct has been determined on the basis of principles of control, transparency, purpose limitation, reuse, interoperability, data portability and confidentiality/privacy/security;
- G. as a result of the control principle, User Data can only be collected, used and shared if this is strictly necessary for performance of the agreement with the User or because the User has given permission;
- H. as a result of the principle of transparency, Suppliers of Connected Products and/or Digital Tools (including Contract Workers and parties who provide digital services in addition to other products) are obliged to provide clear and understandable information to the User about the data which the connected product or digital tool can generate, including the type, format and estimated volume of such data;
- I. this includes information about data structures, data formats, vocabularies, classification schemes, taxonomies and code lists, if available, as well as clear and adequate information that is relevant to the assertion of rights of the user about how the data can be stored, collected or consulted, including the conditions of use and the quality of application programming interfaces or, if applicable, delivery of software development packages. Without transparency, the principle of control cannot be applied;



- J. as a result of the principle of purpose limitation, Data Recipients may only process User Data for the purposes agreed with the user;
- K. this Code of Conduct is an updated version of the previous code (2019); compared with the previous version, this Code of Conduct takes into account the new legal framework and provides for a system encouraging Participants to carry out their compliance duties;
- L. a public register (to be published in early 2025 on the website of BO Akkerbouw) states which businesses commit to the Code of Conduct and corresponding principles;
- M. BO Akkerbouw is working with other sectors and supply chains in the Netherlands to ensure that the Agrifood Code of Conduct for Data Use becomes the standard throughout the country.
- N. BO Akkerbouw seeks adoption and implementation of the (principles of the) Code of Conduct outside The Netherlands via EU partners.

**BO Akkerbouw has established the following Code of Conduct:**

**1. Definitions**

- 1.1. **Account Details:** The details of the account owner that have been provided to the Data Holder and linked to a user account, such as name, e-mail address, phone number, organisation or account number.
- 1.2. **Agricultural Enterprise:** A legal entity active in primary agricultural production.
- 1.3. **Code of Conduct Administrator:** For the agricultural sector, Brancheorganisatie Akkerbouw (BO Akkerbouw) is the Code of Conduct Administrator; for other sectors, another party will be designated.
- 1.4. **Data Intermediary:** An organisation acting as an intermediary between Users and other parties in terms of monitoring, enrichment of and access to User Data. This party is responsible for transporting User Data.
- 1.5. **Data Holder:** A natural person or legal entity that has control over access to and use of the User Data. This includes manufacturers and suppliers of Connected Products and/or Digital Tools, digital service providers (whether or not supplying Connected Products and/or Digital Tools), Data Intermediaries, Contract Workers and any other party who has control over access to and use of User Data.
- 1.6. **Data Recipient:** A natural person or legal entity that is not the User of a Connected Product or Digital Tool, to which User Data is provided by the Data Holder at the User's request or in accordance with a statutory obligation based on Union or national law.
- 1.7. **Data Portability:** The transfer, or the facilitation thereof, of data from the User in digital format, including on an occasional basis, from one branded application or tool to another branded application or tool.



- 1.8. **Participation Criteria:** Participation in the Code of Conduct is open to Data Holders and Data Intermediaries that provide services to Agricultural Enterprises and/or can obtain data from Agricultural Enterprises and fully comply with the obligations under the Code of Conduct (Data Recipients).
- 1.9. **Participant:** A legal entity that has reported to the Code of Conduct Administrator that they comply with the Code of Conduct via self-declaration and is included on the current List of Participants.
- 1.10. **Digital Tool:** A software application for processing data in the broadest sense, including related services as specified in Article 2 introductory part and (6) of the Data Act and data processing services as specified in Article 2 introductory part and (8) of the Data Act.
- 1.11. **Purpose:** The purpose for which the User Data is generated and/or collected and/or processed. The Purposes are determined by and/or with permission of the User.
- 1.12. **Manufacturer:** Any business with control over the technical design of Connected Products and Digital Tools that collect User Data.
- 1.13. **User:** An Agricultural Enterprise that owns or uses a Connected Product or Digital Tool or arranges such use by a third party on behalf of the enterprise.
- 1.14. **User Data:** All forms of digital display of operations or facts relating to the User's business (i.e., in relation to the User's operational management) collected and/or generated by Connected Products, issued by the User itself, collected and/or generated by Digital Tools, collected and/or generated by third parties for purposes associated with the User's business. This concept includes observed or measured raw data (e.g., quality data and weight data of products supplied by the farmer and analysis results of samples taken) and/or data supplied by the User itself. This definition also includes calculated key figures, performance indicators (e.g., indicators from BiodiversiteitsMonitor Akkerbouw (BMA)/BiodiversiteitsMonitorMelkveehouderij (BMM))..See also Enriched User Data (1.21).
- 1.15. **Code of Conduct:** This Agrifood Code of Conduct for Data Use, drafted by BO Akkerbouw. The Code of Conduct is expected to enter into effect within arable farming and field-scale vegetable supply chains in early 2025 and where possible soon afterwards in other agrifood supply chains in the Netherlands.
- 1.16. **Interoperability:** The capacity of two or more different software programs, systems, Connected Products or applications to exchange Data with each other in a standard digital format and to use it to carry out their functions.
- 1.17. **Supplier of Digital Tools:** Any business that collects and/or processes information to supply data-driven services, solutions, suggestions, recommendations or instructions to Users. The services of these companies may be based on a combination of measured data and/or decision support information, converted via algorithms into new decision support information.



- 1.18. **List of Participants:** Participants in the Code of Conduct are included in the List of Participants. This List of Participants is published on the website of the Code of Conduct Administrator.
- 1.19. **Contract Worker (Contractor):** Service provider contracted by the User (farm) to carry out work using their own personnel, Connected Products and Digital Tools. Main category here is Agricultural contractors. Drone operators come under this category too, as do technical advisers who work with Connected Products and Digital Tools.
- 1.20. **Connected Product:** Any device/equipment that collects data about the primary production process in agriculture and horticulture, such as field operations, cultivation of crops and processing and storage of products. Devices/equipment include tractors; agricultural and horticultural machinery; on-board computers; weather stations; climate systems; barn, milking and field robots; drones; and any other devices/equipment collecting data about the production process or the agricultural or horticultural business.
- 1.21. **Enriched User Data:** Data that is the result of adding extra information to User Data by Data Holder making them of more interest to Data Holder and third parties/Data Recipients.
- 1.22. **Agrifood Code of Conduct for Data Use Self-declaration:** The Agrifood Code of Conduct for Data Use Self-declaration as published on the website of the Code of Conduct Administrator.

## **2. Control/data sovereignty**

- 2.1. The Data Holder and the Data Recipient will only use the User Data if this is strictly necessary for performance of the agreement with the User or for fulfilling a legal obligation, except and insofar as any additional use has been permitted by the User.
- 2.2. If the Data Holder is required by virtue of a legal regulation to make User Data available to government agencies, the European Commission, the European Central Bank, a body of the European Union, a regulator or other third parties, the Data Holder is obliged to inform the User beforehand in a timely manner so that User has sufficient opportunity to lodge an appeal if necessary. The above does not apply if the law requires data to be provided directly or if an obligation of confidentiality is in place.
- 2.3. The Data Holder may only store the User Data for the Purpose for which it has been obtained and for the duration necessary for this Purpose, unless and insofar as the User Data must be retained based on a legal obligation or unless and insofar as the User gives permission to retain the User Data for longer or to use the User Data.

If the User Data may no longer be kept on the above basis, the Data Holder must ask the User:

- a. whether a copy of the User Data should be provided to the User in a structured, commonly used and machine-readable format;
- b. and/or whether the User Data should be deleted or erased.





The Data Holder must keep the User Data until they have received a clear answer from the User, within a minimum period of 90 calendar days.

- 2.4. Users may at any time approach the Data Holders during the contractual relationship to request access, transferability (data portability) or deletion of User Data as defined in 1.14 during or after termination of the contractual relationship, provided this is technically and organisationally feasible.
- 2.5. The Data Holder and Data Recipient:
  - a. may not compel, threaten or manipulate the User in any way by undermining or affecting the User's decision-making or choices based on a dominant market position.
  - b. may not use the User Data to influence the prices of agricultural and horticultural products and trade between the User and the buyer segment and industry in a manner that is detrimental to the User.
  - c. may not use the received User Data for profiling the User for marketing purposes, unless explicitly disclosed to the User beforehand by the Data Holder or Data Recipient.
  - d. may use the User Data received for the purpose of alerting and advising the User.
  - e. may use the User Data and Enriched User Data received for improving the services and products provided by the Data Holder to the User.

### **3. Access to User Data**

- 3.1. The User is entitled to access and use all data from the Data Holder that is relevant for the User's operational management and logged as a consequence of the service commissioned by the User. Excluded from the above is data generated with the Data Holder's own business-specific algorithms, provided such data is a business secret of the Data Holder and the business secret cannot be adequately protected by means of agreements between the User and the Data Holder and/or organisational and technical measures to be taken by the User.

### **4. Interoperability**

- 4.1. In developing their products and services, suppliers of Connected Products and/or Digital Tools must ensure that these are set up in such a way that the User Data to which the User is entitled is always accessible and directly available in a standard digital format (interoperability and access by design) insofar as relevant and technically feasible.
- 4.2. Suppliers of Connected Products and/or Digital Tools must make reasonable efforts in applying industry standards for data exchange, i.e., standards that are necessary for achieving interoperability in data exchange between different makes of tractors, machines, equipment and services, insofar as reasonable in terms of costs and proportionality.



4.3. Suppliers of Connected Products and/or Digital Tools must aim to enable users to use different makes of tractors, machines, equipment and services without technical barriers when exchanging User Data, insofar as reasonable in terms of costs and proportionality. Users are at liberty to purchase different makes of machines and services based on their own specific requirements.

## **5. Data Portability**

5.1. If the User asks the Data Holder for the User Data in a format that can be automatically imported into an application being used in the User's interest, the Data Holder must make the User Data available to the Data Recipient specified by the User (which may also be the User itself) in a structured, commonly used and machine-readable format, unless the Data Holder demonstrates that they cannot reasonably be expected to do so because the costs are such that there is no convincing business case remaining for the Data Holder and without prejudice to its obligations under the Data Act.

5.2. Where User Data is shared with a Data Recipient, the Data Holder may request a reasonable, non-discriminatory payment from the Data Recipient. The Data Recipient receiving this enriched data may also be the User itself; in this case, a payment should be specified in the contract between the Data Holder and the Data User.

5.3. The provision of User Data to a User within the framework of Data Portability must take place on fair, reasonable and non-discriminatory terms and in a transparent manner. The data transfer must be completed within 90 calendar days of the first request for the data transfer.

5.4. The Data Holder may only make the User Data available to a Data Recipient once they have ascertained in an appropriate manner that the Data Recipient has been authorised by the User to receive this User Data. The Data Holder may not demand any information that goes beyond what is necessary.

## **6. Confidentiality and security**

6.1. The Data Holder is obliged to keep the User Data confidential and secure. The Data Holder must take suitable technical and organisational measures to secure the User Data against loss, theft, unauthorised access and modification by unauthorised parties. These suitable technical and organisational measures may not be used as a means to discriminate between Data Recipients and Users or to deprive the User of the right to provide data to third parties.

6.2. The Manufacturer must take suitable technical and organisational measures to secure their Connected Products and Digital Tools against unauthorised access and modification by unauthorised parties. These measures must ensure a suitable security level, taking into account the latest technology and implementation costs.

6.3. The Data Holder must notify Users immediately (at the latest within four calendar



days) if they establish loss, theft, unauthorised access to User Data or modification of the User Data by unauthorised parties.

- 6.4. The Data Holder is obliged to make regular back-ups of the User Data collected in order to prevent User Data from being lost as a result of an incident.
- 6.5. The Data Holder must handle the account details of Users with care and is responsible for this. Users' account details may not be transferred. The Data Holder and Data Recipient are obliged to keep the account details completely confidential and properly protected.

## **7. Agreement between User and Data Holder**

- 7.1. The arrangements concerning User Data must be set down in a written agreement between the User and Data Holder.
- 7.2. When entering into an agreement for sharing and processing User Data, the Data Holder is obliged to inform the User unequivocally and in a reproducible manner about the Purpose for which the User Data is being collected and used. Before concluding a supply or service contract, the Data Holder must provide the User with the following written minimum information in a clear and understandable form (these are articles for inclusion in the agreement between the User and the Data Holder):
  - a. The type, format and estimated volume of the User Data that will be generated and processed by the supplied machine or digital tool during the contract period;
  - b. Whether the User Data is generated continuously and in real time;
  - c. How the User can gain access to the User Data, with a view to the Data Holder's policy in terms of storage and retention of User Data;
  - d. Whether the Data Holder intends to use the User Data itself or allow a third party to use the User Data, and in both cases the Purposes for which the User Data will be used;
  - e. The identity of the Data Holder, such as its trade name and the geographical address at which it is based;
  - f. The means of communication that make it possible to contact the Data Holder quickly and to communicate efficiently with them;
  - g. How the User can ask for User Data to be shared with a Data Recipient;
  - h. The User's right to lodge a complaint with the competent supervisory authority and the Code of Conduct Administrator about incompatible use or reuse of User Data.
- 7.3. If the User transfers its enterprise, the legal successor under special or general title will acquire the User's rights under this Code of Conduct in relation to the User Data collected by the Data Holder as part of the User's business operations, unless otherwise agreed with the transferee. It is the User's responsibility to make arrangements with the transferee about the data the User requires following the transfer.



## **8. Role of the Code of Conduct Administrator**

- 8.1. Parties can participate in the Agrifood Code of Conduct for Data Use by signing the Agrifood Code of Conduct for Data Use Self-declaration and sending it to the Code of Conduct Administrator.
- 8.2. If a party has signed the Agrifood Code of Conduct for Data Use Self-declaration, the Code of Conduct Administrator will add it to the List of Participants unless information available to the Code of Conduct Administrator leads to the conclusion that the party manifestly does not satisfy the Participation Criteria.
- 8.3. The Code of Conduct Administrator publishes a current version of the List of Participants on its website.
- 8.4. Any conduct by a Participant that is contrary to the Code of Conduct can be reported to the Code of Conduct Administrator.
- 8.5. If a complaint is received about a Participant, the Code of Conduct Administrator will inform the Participant against which the complaint is directed and give it an opportunity to respond to the complaint.
- 8.6. The Code of Conduct Administrator is authorised to remove parties who no longer meet the Participation Criteria from the list of Participants and deny it the right to use the Agrifood Code of Conduct for Data Use logo.

## **9. Final provisions**

- 9.1. None of the provisions of this Code of Conduct impose any restriction on the Data Holder or the Data Recipient in relation to User Data, if such data:
  - a. was already legally available to the Data Holder or the Data Recipient before they entered into an agreement with the User;
  - b. has been independently developed by the Data Holder or the Data Recipient without using information or data belonging to the User; or
  - c. is in the public domain or can be made generally accessible other than by an act or omission of the User.
- 9.2. Participation in this Code of Conduct is voluntary for Participants. By registering with the Administrator via the self-declaration letter, Participants declare that they comply with all provisions and align their service terms and conditions with this Code of Conduct.
- 9.3. Participants are at liberty to decide at a later stage to no longer adhere to this Code of Conduct. However, they accept that they are obliged to continue to apply the above provisions in full to all agreements entered into during the Participant's participation in the Code of Conduct. All contracts entered into with Users during participation in this Code of Conduct are therefore not modified retrospectively, so that Users can continue to benefit from the provisions of the Code of Conduct for data from the period in which the Code of Conduct was in force.



If the Participant decides to no longer adhere to the Code of Conduct, the Participant will immediately inform the Code of Conduct Administrator and the Users if a new agreement is concluded with them or a new service is provided.

- 9.4. This Code of Conduct in no way restricts the application of any relevant statutory provision; current legislation always takes precedence over the Code of Conduct.
- 9.5. This Code of Conduct does not prevent the provision of services including the processing of data by a legal entity and its affiliated employees in the event that this legal entity is directly or indirectly affiliated with an audit firm or chartered accountant insofar as this is necessary for the performance of audit work. Affiliation is understood to mean a group of companies and/or legal entities as referred to in Articles 24a, 24b and 24c book 2 of the Civil Code.
- 9.6. This Code of Conduct does not prevent processing of data by BO Akkerbouw and Stichting TopCrop with a view to performance of sector and statutory regulations and the TopCrop certification scheme.
- 9.7. The Code of Conduct Administrator is in no way liable for any loss that may arise from or as a result of the application of this Code of Conduct.