



AUTHORIZATION FORM

THE UNDERSIGNED:

1. Name of company (Buyer)
Street and number
Postal code and city
Telephone number
Duly represented by
Name
Position
hereinafter referred to as the “Authorizer,”

and

2. Name of company (Commission Agent)
Street and number
Postal code and city
Telephone number
Duly represented by
Name
Position
hereinafter referred to as the “Representative.”

WHEREAS:

A. The Authorizer wishes to grant the Representative authorization to perform, on the Authorizer’s behalf, acts directly related to the purchase and trade of products at the Visveiling Urk (the “Fish Auction”) via a sub-number of the Representative, and the parties wish to enter into an agreement to that effect under the conditions set out below.

B. The logistical and financial settlement of products purchased by the Representative on behalf of the Authorizer will be handled directly between the Fish Auction and the Authorizer.

1. Authorization

1.1 The Authorizer hereby grants, and the Representative hereby accepts, this authorization (the “Authorization”).

1.2 This Authorization confers upon the Representative the authority, in the Authorizer’s name, to perform the following acts (legal and otherwise):

a) To perform all acts (legal and otherwise) directly related to the purchase and trade of products via the auction clock and through other digital or electronic channels of the Fish Auction, using a sub-number of the Representative;



b) To perform all other (legal) acts that the Representative deems necessary in this regard.

1.3 Both the Authorizer and the Representative must comply with the most recent version of the general terms and conditions of the Fish Auction, as established by the NOVA and Visveiling Urk. By signing this agreement, both parties acknowledge that they are familiar with these terms and conditions and accept them.

2. Term of the Agreement

2.1 This Authorization is granted as of the date of signing and is valid for an indefinite period. It may be terminated in writing at any time by either the Authorizer or the Representative, subject to a two-week notice period to allow for practical settlement.

2.2 Termination of this Authorization is effective vis-à-vis the Fish Auction only after the Fish Auction has been notified of it in writing.

2.3 The Fish Auction has the right to terminate this Authorization, in whole or in part, with immediate effect and without judicial intervention, without further notice of default, and without any liability to pay damages—without prejudice to any other rights the Fish Auction or other parties may have—by giving written notice to both the Representative and the Authorizer, in the following situations:

- a) Bankruptcy, suspension of payments, or guardianship of one of the parties, or an application to that effect;
- b) Seizure of a substantial part of the movable or immovable property and/or business assets of one of the parties;
- c) Discontinuation or liquidation of the business of one of the parties, or if that party changes its legal form or enters into a partnership with another company and/or in the event of a merger or acquisition by or of one of the parties;
- d) A culpable breach by one of the parties of one or more obligations under this agreement and/or under any further written or statutory provision, including but not limited to the Fish Auction's regulations;
- e) A change of circumstances and/or views on the part of the Fish Auction such that, had the Fish Auction been aware of these circumstances and/or views, it would not have entered into the agreement; this is at the sole discretion of the Fish Auction;
- f) If the Fish Auction deems such termination necessary for compelling reasons;
- g) A reasonable suspicion that the Representative is carrying out activities and/or transactions in violation of, or potentially in conflict with, current laws and regulations, or that are otherwise unusual or improper.

3. Other Provisions

3.1 The Representative does not have the right of substitution within the meaning of Article 3:64 of the Dutch Civil Code.



3.2 In the event of a conflict of interest within the meaning of Article 3:68 of the Dutch Civil Code, the Representative remains authorized to represent the Authorizer.

3.3 The Fish Auction may derive rights from this Authorization to which it is entitled under this agreement, including the choice of law and forum set out below. This constitutes a third-party clause (derdenbeding) within the meaning of Article 6:253 of the Dutch Civil Code.

4. Choice of Law and Forum

Dutch law shall govern this Authorization and the choice of forum. The District Court of Overijssel, location Zwolle, shall have exclusive jurisdiction over any disputes arising from or relating to this Authorization and the relationship between the Authorizer and the Representative.

SIGNATURES

Authorizer (Buyer)

Signature:

By:

Place:

Date:

Representative (Commission Agent)

Signature:

By:

Place:

Date: