

This Crowdfunding Agreement is only valid and effective in its Spanish version. Any translation has only informative purposes and is without legal effect whatsoever. The Client manifests that it knows and accepts this and that the relationship will be governed by the Spanish version of the terms.

CROWDFARMING AGREEMENT

These General Agreement Terms (hereinafter the “Crowdfunding Agreement”) will regulate the legal relationship between “Masía el Carmen S.L.” (hereinafter “Naranjas del Carmen”) and any natural or legal person (hereinafter the “Client”) that contracts any Crowdfunding service.

FIRST.- Subject-matter of the Crowdfunding Agreement

This Crowdfunding Agreement sets out the terms of the contract between Naranjas del Carmen and the Client for the provision of a Crowdfunding service, which will consist in the assignation of the fruits –and only the fruits- of one or more trees (hereinafter “first type of Crowdfunding service”), beehives or any other agricultural productive element (hereinafter “second type of Crowdfunding service”) of fruits, honey or any other edible food (hereinafter “fruits”), for a given period of time, in exchange for a monetary payment, without the transfer by any means of the property or royal usufruct upon the agricultural productive elements, and with the obligation by Naranjas del Carmen to complement any shortage of production by the assigned trees, hives or productive elements with the fruits obtained from unassigned productive elements.

SECONDTH.- Introduction and definitions

This contract is the result of an innovative agricultural business model and constitutes an atypical contract, concluded within the contractual freedom of the parties, and encompasses traits from different contractual types such as the merchandise purchase and the lease.

For the purposes of this contract, “contractual year” shall mean the fixed temporal period between the first (1st) of September of a specific year and the thirty-first (31st) of August of the next year; under “season” will be understood the variable temporal period within a specific contractual year in which a variety or type of fruits are ready and in conditions to be harvested, what will ultimately depend on the agricultural and weather circumstances.

THIRD.- Service to the Client

The Client will be assigned, depending on the type of Crowdfunding service contracted, which must be among those offered on its website, a specific tree, hive or productive element which produces the requested fruits, which will be planted if it is a tree or simply assigned if it is a hive or another type of element. If the Client contracts the tree type, Naranjas del Carmen will plant the tree in the nearest date possible, which will be chosen at its sole discretion, taking into account the ecologically most efficient date to do it as well as the human and organizational resources at its disposal.

The Client will receive, during the season of a specific contractual year, the fruits produced by the assigned tree, hive or productive element, in the quantity established in the website at the time the Crowdfunding service is contracted. The quantity to be received will remain unchanged if the contract is extended for more contractual years.

Until the assigned tree, hive or productive element generates the agreed quantity of fruits for each season of a contractual year, the Client will receive the equivalent amount from the production obtained from other trees, hives or productive elements not assigned to the Client and owned by Naranjas del Carmen.

The fruits will be sent with the frequency and distribution that the Client requests in the case of trees (first type of Crowdfunding service), or sent in one shipment in the case of hives or other productive elements (second type of Crowdfunding service), but always within the fruits' season in a contractual year. The Client can check in its Virtual Garden or account the net amount of fruits pending to be sent on the current season as well as the remaining fruits from former contractual years which have not been sent yet.

Naranjas del Carmen will neither be required to notify the Client of the beginning or end of the season of the contractual year, nor that it has not requested the sending of the quantity of fruits assigned for that season. However, any amount of fruits remaining at the end of the season which have not been sent, can be sent in the next season of the following contractual year, bearing the Client the possible increment of the logistical costs, in accordance with these terms.

Naranjas del Carmen will always reserve the total, complete and absolute ownership over the trees, hives or productive elements part of this contract.

Naranjas del Carmen will not be obliged to accept the contracting of a Crowdfunding service of a tree, hive or other productive element, reserving its right to reject the contract without any justification. In the event of contracting rejection, the Client will be given back any price paid for the Crowdfunding service.

Naranjas del Carmen may establish in its website that one or more Crowdfunding services are regulated fully or partially by the terms of this Agreement applicable to Crowdfunding services of the first type or trees, by the terms applicable to the second type or hives and other elements, or by a combination of both, indicating which causes

are applicable in each case, especially with regard to price, maximum contract duration and extensions, as well as product quantity and price.

FOURTH.- Virtual Garden and Name assignation

The Client may request the sending of the fruits from the assigned tree, hive or productive element through the Virtual Garden, which can be accessed in the website of Naranjas del Carmen (www.naranjasdelcarmen.com) logging-in with the client's name and password. The website must be used in accordance with its Terms of Use, the Privacy Policy and the Cookies Policy, as well as the terms of this Crowdfunding Agreement. The Client accepts expressly the aforementioned Terms and Policies, which are hereby integrated and reproduced in their entirety.

Naranjas del Carmen will try to offer the Client the possibility of seeing photographs of the assigned tree, hive or productive element in the client's virtual garden.

Naranjas del Carmen will not be responsible for the consequences that the wrong introduction in the system by the Client of its address or any of its personal information when contracting a Crowdfunding service or ordering a sending causes, losing the Client, if the order has already been dispatched to the courier, any right to request a rectifying order without cost or any other type of claim rights against Naranjas del Carmen. If the Client notifies Naranjas del Carmen of the problem before the sending has been dispatched to the shipping company, Naranjas del Carmen will try to solve the situation as soon as possible, following the client's instructions, for the good end of the operation.

The Client may, within the first three months of the first contractual year, assign a name to the assigned trees, hives or productive elements. The name will be stamped in a wooden board that will be put beside the assigned tree or hive. Naranjas del Carmen will try to show photographs of the board besides the tree, hive or productive element.

The first assignment of name, which shall be requested within the first thirty days of contract, will be free of charge.

The Client can request modifications to the name of the assigned tree, hive, or productive element, but every modification will have a cost of eight (8) euros plus taxes.

FIFTH.- Fruits sent to the Client

The fruits sent to the Client will be cultivated using advanced ecological agricultural techniques that are environmental-friendly and give the products of Naranjas del Carmen exceptional taste and quality.

The Client accepts that because of the use of ecological agricultural techniques, the fruits and products of Naranjas del Carmen may vary substantially in their organoleptic characteristics, especially in color, taste, aspect and aroma.

The approximate date of receipt of a sending can be chosen by the Client when it orders a new sending of fruits in the website through the calendar which appears before order confirmation.

The ordered sendings will need a minimum of twenty four (24) to seventy two (72) hours of preparation and transport for the Spanish market, and from one (1) up to four (4) working days for Europe-wide shipments.

The amount of time necessary for harvesting, packaging and shipping a sending may vary or suffer delay for causes beyond the reasonable control of Naranjas del Carmen (e.g. rain or other weather conditions that impede harvesting the fruits or products), what will not constitute justification for claiming a return of the price or for holding Naranjas del Carmen civilly liable on contractual or non-contractual grounds.

Naranjas del Carmen may cancel any sending ordered by the client if there are objective conditions that impede the preparation and shipment within reasonable time. This sudden impossibility will be notified to the affected Client, whom will be entitled to have the order prepared at a later time without additional costs except for variations of the logistical costs.

The Client's fruits will be transported only with the courier offered by Naranjas del Carmen. Naranjas del Carmen will be entitled to change of courier at any time and without prior notice.

The Client shall not accept the delivery of fruits without verifying first the number and good condition of the parcels, pallets and packagings. If any of the verifications fail, the Client must record its nonconformity in the proof of delivery, keeping a copy thereof to itself and communicating immediately the incidence to Naranjas del Carmen at the email address amigos@naranjasdelcarmen.com, attaching photographs of the nonconformity statement and of the shipment's condition. The merchandise shall be preserved by the Client in the same condition in which it was received until the transporter picks it up to investigate the case.

If the Client accepts the receipt of a sending without stating its nonconformity in the proof of delivery, it will not be entitled to claim manifest defects.

If the Client receives a sending without manifest defects, but being the fruits unfitted for consumption, that is with hidden defects, it will communicate as soon as possible the issue to Naranjas del Carmen to the address amigos@naranjasdelcarmen.com attaching photographs of the products with hidden defects.

Where the Client acts on good faith and follows the aforementioned procedure for incidences, Naranjas del Carmen will add the quantity of fruits sent to the Client's

balance and return the money paid for the logistic costs if it is a tree or first type Crowdfarming service, or return the full price if it is a hive or second type of Crowdfarming service.

SIXTH.- Duration of the Crowdfarming Agreement

This Crowdfarming Agreement, as well as any of its extensions, will have an ordinary duration of twelve (12) months, starting the contractual year the first (1st) of September and ending the thirty-first (31rd) of August, in accordance with the third clause of the present conditions. If the Client enters into the contract after the first (1st) of September, the first year's duration of the agreement will be made up of the days remaining from the day it entered into the contract until the last day of the contractual year.

Where the initial contract conclusion takes place after the first (1st) of May of a specific contractual year, the Client will pay immediately the first year's price, but the service will be effective for the following contractual year, in which the Client will not bear the maintenance costs, since the Client did not have the opportunity to receive fruits during the first contractual year as it had entered into the contract after the season had ended.

The maximum duration of the Crowdfarming Agreement, in case it is extended yearly, will be twenty five (25) years for trees or first type of service, and three (3) years for beehives or second type of service. Naranjas del Carmen may establish a specific different duration for any of the types and subtypes of Crowdfarming services, in which case it will be specified on its website at the time of contracting. The first year will not be counted towards the maximum duration when the contract was concluded after the first (1st) of May and fruits were not sent until the second contractual year.

If the Client wants to continue receiving products and fruits of Crowdfarming after reaching the maximum duration of the contract, it will have to contract a new Crowdfarming service for a new and different tree, hive or productive element. The fruits from any tree, hive or productive element which is no longer assigned to a Client due to having reached the maximum contract duration, will belong to Naranjas del Carmen.

SEVENTH.- Extension of the Crowdfarming Agreement

This Agreement will be automatically extended for the full contractual year the first day of every new contractual year, not being necessary that the Client or Naranjas del Carmen notifies the other party of its decision to extend this Agreement. In case of the adoption of a bee family, the extension will not be done automatically but requires the confirmation of the user..

The extended Agreement will be subject to the terms and conditions that were in force before the extension, having both parties the same rights and obligations, and receiving the Client the same Crowdfunding service.

The Client may notify at any given moment of the contractual year its decision not to extend the contract for the following year. The Client must communicate the decision to amigos@naranjasdelcarmen.com.

If the contract is extended for a new annual period, but the Client is not interested in receiving the contracted Crowdfunding service, it can always withdraw from the contract in the manner provided in these terms.

Where the Client who has notified its withdrawal or non-extension decision by any means admitted in law has an account balance of fruits in its favor, the Client will be entitled to order the sending of the remaining fruits without extending the contract, governing this contract however any issue that arises until the Crowdfunding service execution finishes completely. The Client will bear the logistic costs of the remaining sendings, but not the crowdfunding maintenance costs.

Naranjas del Carmen is entitled to cease the cultivation of any client-assigned tree, hive or productive element, at any given moment and for any reason, compensating the Client with fruits from a different tree, hive or productive element. It is also entitled not to extend the Crowdfunding contract with the Client for the following year. In both cases Naranjas del Carmen will give the Client prior notice of its decision.

EIGHTH.- Price

The effective prices of the different Crowdfunding services for the first contractual year, as well as their correlative maintenance costs in case of contract extension, will be those established in the website of Naranjas del Carmen (with URL www.naranjasdelcamren.com) at the time the Client contracts the first year of a Crowdfunding service.

The prices, indicated in the website, may be modified at any time without prior notice. The price changes will only affect new Clients. Current clients' maintenance fees will not be affected by price modifications.

The total price that the Client must pay each year is made up of the first year's price of the tree, hive or productive element, or the maintenance costs if the contract has been extended, plus the logistic costs of the orders in case of trees or first type Crowdfunding services, which will include the costs of harvesting, packaging and shipment.

The logistic costs of the orders can be modified by Naranjas del Carmen at any given time in proportion to the price changes made by the shipping companies to Naranjas del Carmen for transporting the parcels.

Naranjas del Carmen may, despite the former clauses, exceptionally raise the maintenance costs and logistic costs of the trees, hives or productive elements of Crowdfarming after the first contractual year if (i) the annually accumulated IPC percentage (which stands for Consumption Prices Index and is published by the Spanish National Statistics Institute) since the contract's commencement date until the valuation date surpasses five per cent (5%), or (ii) the collective covenant for agricultural workers of the province Valencia raises the minimum salary more than an accumulated five per cent (5%) since the contract's commencement date until the valuation date. In both exceptional cases, Naranjas del Carmen may raise the prices, maintenance costs and logistic costs of the Crowdfarming services, up to the accumulated percentage increase of the Consumption Index Prices or of the salaries established in the aforementioned Covenant. The price increase will be effective the contractual year that follows the one in which this decision is notified to the Client. Therefore, Naranjas del Carmen will always offer in subsequent years prices which are equivalent or similar to those that were in force at the beginning of the contract.

NINTH.- Payments

The Crowdfarming contract entails the obligation by the Client to pay Naranjas del Carmen the full price of the assigned tree, hive or productive element, as well as its maintenance costs in case of contract extension, and the logistic costs of the sendings in case of trees or first type services.

The price of the first year of the Crowdfarming service will be charged immediately to the Client, while the maintenance costs of the following years –in case of contract extension– will be charged in one lump-sum at the beginning of each contractual year, usually in mid-October. The logistic costs (harvesting, packaging and transport) for trees or first type services will be charged each time the Client schedules a new sending.

The Client has the obligation to hand over to Naranjas del Carmen all the data and information necessary for executing this contract, especially the data needed for carrying out the payment of the Client's orders.

The Client may pay either with credit card, direct debiting, or on an exceptional basis through wire transfer. Naranjas del Carmen will keep only the information necessary to utilize the given method of payment in future payments, always in accordance with the Privacy Policy. Naranjas del Carmen reserves its right to reject any method of payment at any time without prior notice.

Where the Client enters a method of payment or bank account, it will be an act of express consent to Naranjas del Carmen, so that it can charge the owed amounts without the need of later authorizations, always in accordance with these terms.

Should the collection of owed amounts not be possible for reasons not attributable to Naranjas del Carmen (insufficient account balance, expired credit card, and so on...), Naranjas del Carmen will be entitled to terminate this contract immediately as well as to shift any collection expenses to the Client, in accordance with the “breach of contract” clause herein contained.

TENTH.- Force majeure and unforeseeable circumstances

Naranjas del Carmen will not be responsible or liable by any means and in no circumstances for the consequences of a shortage of harvest in a given season, especially not responsible for the failure to meet client’s expectations and plannings.

All sendings will be prepared and packaged in the best possible manner to prevent any damages during transportation. However, the Client understands and accepts that from the precise moment a package is dispatched to the courier, Naranjas del Carmen loses its control over it and various types of incidences can occur during shipment. If the package suffers any type of damage or theft during shipment, the Client may request a new sending of the same quantity and type of fruits or products, without additional costs, as long as the Client acts on good faith and in the manner established in the clause that regulates the receipt of merchandise.

Naranjas del Carmen reserves its right to modify or cancel scheduled sendings due to force majeure (for example, because the season has ended sooner than expected) as well as in cases of unforeseeable circumstances. If it were not possible to schedule within a season the sendings which remain to be ordered for that specific contractual year, the Client will add the remaining balance to the next contractual year.

Naranjas del Carmen will not be held liable or responsible in any legal form or title for the death of a tree, hive or productive element, regardless of the causes that lead to such event. In the previous situation, Naranjas del Carmen will attempt to assign the Client a tree, hive or productive element of similar age and characteristics. In any case, Naranjas del Carmen will send the amount due each season of the contractual year with fruits produced by another tree hive or productive element owned by Naranjas del Carmen.

ELEVENTH.- Transfer of rights and obligations

If any of the parties to this contract transfers the rights and obligations contained herein, regardless of the legal title for the transfer (sale, inheritance or any other legal agreement, with the exception of the donation, which will be regulated by its own clause), the new holder of the rights and obligations will have the same obligations and rights which are herein set out.

In order for the transfer of Crowdfarming rights to be effective, the transfer must be notified to Naranjas del Carmen at its email address amigos@naranjasdelcarmen.com and also sent from the email account that created the account to be transferred. Where this is not possible for any reason, the former owner will attach in an email sent from another email account a copy of its identification card, or the new purported owner will send a copy of the document or writ that supports the transfer of rights.

Naranjas del Carmen may transfer the rights and obligations of this contract to third parties without consent from the Clients. The third party will have the same obligations towards the Clients, remaining all the obligations established hereby in force. The Client will be given prior notice of this circumstance and will always be entitled to withdraw from the contract in the manner established in these terms.

TWELFTH.- Crowdfarming Gift

The Clients can contract a Crowdfarming service with the intention to give it as a gift to a third-party, either by indicating this from the beginning or by giving away at a later stage the balance remaining in the Client's account.

The Clients can make three types of gifts. The first type of gift will consist of the price for the first year of the Crowdfarming service. The second type of gift will include the price of the first year and the maintenance costs of the following years. Lastly, the third type of gift, only applicable to trees or first type of Crowdfarming services, will include the price of the first year and the maintenance costs of the following years as well as the logistic costs of the sendings.

Where the person who receives the gift accepts it, it will become a party to this contract and be obliged to abide by these terms. For gifts of the first type, the donator or giver will cease being a party to this contract once the gift has been accepted. For gifts of the second and third types, the donator will continue being a party to this contract and will be required, in the second type of gift to pay the price of the first year as well as the maintenance costs whenever they are due, and in the third type of gift the price of the first year, the maintenance costs and the logistic costs of each sending.

If the person who was meant to be the recipient of the gift does not accept the donation, the Client who contracted the service will continue as a party to this contract, although it can always withdraw thereof in the manner established for withdrawals in these terms.

THIRTEENTH.- Withdrawal from the Crowdfarming contract

In accordance with article 102 and following articles of the Spanish Royal Legislative Decree 1/2007, of 16th November, that approves the amended text of the Act for Protection of customers and users, the Client can withdraw for the current contractual year from this Crowdfarming contract at any given time following the procedure and

within the temporal limitation set forth. The Client will notify of its withdrawal decision to Naranjas del Carmen through email to amigos@naranjasdelcarmen.com.

For perishable fruits of Crowdfarming, the Client will have a term of fourteen (14) natural days since delivery to request the withdrawal from the contract. The withdrawal will entail the return of the price of the Crowdfarming service and the logistic costs, minus the price and logistic costs that the products which have been delivered since the beginning of the withdrawn contractual year would have costed if they had been ordered normally through the website of Naranjas del Carmen instead of as a Crowdfarming service.

For non-perishable fruits of Crowdfarming, the Client will have a term of fourteen (14) natural days since delivery to request the withdrawal from the contract. The withdrawal will entail the return of the price of the Crowdfarming service and of the logistic costs as long as the Client returns the non-consumed fruits to Naranjas del Carmen –the shipment of returned products will be free of cost to the Client– to the address Camino de Alcublas sn, Bétera, 46117, España, and notifies its decision to the email address amigos@naranjasdelcarmen.com. From the price to be returned to the Client will be deducted the price of the non-perishable fruits already consumed in the ongoing year or those that are not returned to Naranjas del Carmen, which will be valued at their normal purchase price without Crowdfarming service.

Where the Client withdraws from the contract without having requested any sending during the contractual year in which the withdrawal is requested, it will be returned the full price paid for that contractual year of the Crowdfarming contract. It will not be possible in any case to withdraw from past contractual years.

If the order is made up of fruits or products of both types, perishable and non-perishable, the clause for each type of product or fruit will be applicable in the proportion and for the part of the order that is made up of that type of product or fruit.

The Client may suspend its contractual relationship with Naranjas del Carmen for one year, time during which neither of the parties will be bound by these terms to carry out their obligations or services. The Client shall notify its suspension decision to amigos@naranjasdelcarmen.com before the start of the contractual year to be suspended.

FOURTEENTH.- Breach of contract

If the Client does not pay the price of a Crowdfarming service or its maintenance costs, the logistic costs of a sending, or in general any price owed by the Client for any service

related to this contract, within twelve (12) months since the payment was due or in three (3) months since the payment was due if the combined orders of the client due to be paid are worth more than sixty (60) euros, Naranjas del Carmen will be entitled to terminate the contract immediately and request the Client the payment of all debts, interests and damages.

The contract will not be extended for the following contractual year if the Client owes the price of a Crowdfarming service.

Naranjas del Carmen will also be entitled to terminate immediately this Crowdfarming agreement if the Client does not abide by (i) any of the conditions of this Agreement, (ii) the Terms of use of the website, (iii) the Cookies Policy, or (iv) the Privacy Policy, being awarded damages for any harm suffered due to the client's breach of its obligations.

Naranjas del Carmen may forbid clients with whom a previous contract has been terminated for breach of contract from contracting any Crowdfarming services or products offered by Naranjas del Carmen. In any case, if a Client whose contract has been terminated wants to contract a new Crowdfarming service, it must first meet any payments owed to Naranjas del Carmen.

FIFTEENTH.- Under legal-age users

Natural persons that are under the legal age, and any other person that does not have full legal capacity, must request and obtain the authorization of its parents or legal representatives in order to enter into this Crowdfarming contract with Naranjas del Carmen.

Should the aforementioned persons not obtain authorization, it will be presumed, in accordance with Spain's jurisprudence and customary law and taking into account the low cost of agricultural products, that the under-age person has enough legal capacity to enter into this Crowdfarming contract, being the relationship governed by these terms.

Where contract invalidity is invoked due to the purported lack of legal capacity of the Client to enter into contracts, and not being possible for the Client to withdraw from the contract without costs to Naranjas del Carmen, as well as if any civil damage or responsibility arises from the execution of this contract, the burden of proof of the lack of capacity will be placed on those who claim the lack of capacity.

SIXTEENTH.- Visits at our finca

Our finca is not open to the public. If you own a “Crowdfarming®” tree allocated in our garden you can come and visit it by arranging an appointment through the following [contact form](#) from our website informing us of the exact number of visitors. We will not be able to receive visitors without prior appointment or without a confirmation of the visit written by one of our team members. The visit will take place under the supervision and accompanied by a member of the Naranjas del Carmen staff. For road safety reasons, it is prohibited to walk to our plantation.

It is strictly forbidden to appear at the finca for a visit without prior appointment. For security purposes visitors without prior appointment will not be given access to our plantation.

Naranjas del Carmen reserves the right to forbid the entry to the finca to clients or third parties (canceling an appointment if it had been confirmed) if the staff considers their entry inadequate for any reason, without having to justify the decision by any means. This would nonetheless be communicated to the visitors as soon as possible.

SEVENTEENTH.- Voidness, venue and applicable legislation

Should any clause be declared void or unenforceable, it will be considered severable from the remaining clauses, which will remain unaffected in their validity.

These terms are governed and construed in accordance with the laws of the Kingdom of Spain.

The parties submit to the exclusive jurisdiction of the judicial Courts of the City of Madrid (Spain).

Notwithstanding the venue established in the preceding clause, clients who are natural persons may bring any dispute regarding the execution of these terms before the Courts of their legal address.