



AGIIS

**Ag Industry Identification System
(AGIIS)**

Policy & Guidelines

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Purpose

Ag Industry Identification System (AGIIS) was initially developed as a product of RAPID, Inc. AgGateway Corporation (AGW) was formally granted governance of AGIIS by resolution of the RAPID Board of Directors in 2007 and full responsibility for AGIIS in November of 2008. AGW actively enables agri-business to achieve the economic and stewardship benefits of electronic business. AGW develops and maintains the quality of commonly supported standards, procedures and databases. AGW also facilitates effective and efficient implementation of electronic business among its members.

The purpose of the AGIIS directory is to provide information and services that facilitate the exchange of electronic information in the agriculture industry. To this end, the directory is a subscriber-supported repository for products, locations, and entities. Ultimately, entities, locations and products in the directory should be as accurate and up-to-date as possible. The directory provides a number of tools and services to the Subscribers to facilitate this.

To facilitate electronic information exchange and processing, AGIIS provides unique, common identifiers and a set of common data elements for Trading Partners, products, geographic locations and Consumers, which can be used to identify these components within the agricultural industry.

Other uses of AGIIS, including but not limited to activities such as mass mailing for marketing purposes, are considered beyond the scope of AGIIS and are not appropriate uses of the data.

Definitions

AA Code (also A Code)

EBID codes that are assigned to End-Use Businesses or other non-trading partner entities, excluding fertilizer entities, that cannot be assigned an EBID based on the DUNS number. The AA Code is a unique 13-character field: the letters AA followed by 7 digits and 4 zeros.

AGIIS

AGIIS is database and software that combine to deliver a common set of identifiers and data elements to Agricultural and other related businesses for the conduct of E-business and E-commerce between and among those companies.

Agricultural Products

Agricultural products are tangible products input to, relating to, used in, concerned with or resulting from the practice of agriculture. Lawn and garden, turf and ornamental pest and disease control products, as well as animal and pet health products are included in this definition.

Agriculture

The science or business of raising useful plants and animals, agriculture concerns itself with cultivating the soil, producing crops, feeding, treating and raising livestock and in varying degrees the preparation and marketing of the resulting products. In the broadest sense this definition includes plants that are raised for home and commercial purposes and animals that are raised as pets.

Allied Provider

An Allied Provider is vendor, consultant or other provider of goods and/or services that support and benefits from electronic commerce in the agricultural products industry. An Allied Provider could also be an authorized vendor. (See below)

Authorized Vendor (AV)

An AV is an Allied Provider that, working on behalf of one or more Subscribers, accesses AGIIS to provide data or transactional services to a Subscriber. AVs must sign the AGW AV agreement.

Authorized Value Added Provider (AVAP)

An AVAP is an Allied Provider that signs the AGW AVAP agreement, registers a value added application with AGW, pays a registration fee, and offers value added services on a fee basis to AGIIS Subscribers.

Consumers

Consumers utilize products of producers and are typically in the directory as a result of purchasing products from Trading Partners.

Demographics

Demographics are address and other data necessary or customarily used to designate and locate entities.

Directory Administrator

Company (1) - A third party vendor, contracted to maintain and administrate AGIIS and enforce the policies as established by AGW through the Directory Oversight Committee. The current Directory Administrator is CSC Covansys, Inc.

User (2) - When used in the context of AGIIS operation, Directory Administrator is a User classification that has broad privileges assigned to an individual(s) who manages the directory. Normally a staff member of the company contracted to maintain and administrate AGIIS.

Directory Oversight Committee

A standing committee of AGW charged with providing governance for AGIIS. See DOC Accountability, Operation, Structure & Membership sections for further definition.

EBID Code

E-Business Identification code: The EBID Code is a 13-character alpha-numeric code used to identify physical locations, including but not limited to, manufacturing facilities,

distribution facilities, retail locations, drop points, rail sidings, and locations identified by geographic location (latitude and longitude.) Where applicable the EBID code is based on the Dun & Bradstreet DUNS ® Number¹. If a DUNS Number cannot be obtained from Dun & Bradstreet, AGIIS will generate a unique EBID.

Entity

An entity is a separate and distinct individual, business, or location in the AGIIS database, for which one or more unique industry identifiers have been assigned.

FERT Codes

EBID codes that are assigned to fertilizer drop-points, rail sidings and terminals that cannot be assigned an EBID based on the DUNS number. The FERT code is a unique 13-character field: the letter “F” followed by 12 digits or the letters “FF” followed by 11 digits.

GLN

Global Location Number is the GS1 code that has been adopted by AGW as a standard identifier for Entities in AGIIS. The GLN, as defined in the AGW standard, is a 13-digit code comprised of a company code issued by GS1 (known as the “prefix”), a unique entity number assigned by the owner of the company code, and a check digit. AGW maintains prefixes for the purpose of creating GLNs for farm businesses that do not have prefixes themselves. The resulting GLN is referred to as an “AGIIS assigned GLN”.

GTIN

Global Trade Item Number is the GS1 code that is the AGW standard identifier for Agricultural Products in AGIIS. The GTIN, as defined in the AGW standard, is a 14-digit code consisting of an indicator digit, a company code issued by GS1 or assigned by AGW using the “04” Numbering Convention (below), a unique product number assigned by the manufacturer, and a check digit.

“04” Numbering Convention

The “04” Numbering Convention is used to create a 7 digit Company Identification Number. It is provided by AGW, solely for the purpose of uniquely identifying a company and its products within the AGIIS Directory. A company number created using the “04” Numbering Convention may **NOT** be used to generate bar codes for physical display of what is commonly referred to as a Global Trade Item Number (GTIN). A company which desires to affix industry standard bar codes for GTIN identification purposes to their product(s) and product packaging must obtain a valid GS1 manufacturer code from the GS1 before affixing such type of identification to its products. **The Company Identification Number issued by AGW, using this numbering convention, is the property of AGW and may be changed or modified at AGW's discretion.**

Locations

Locations are geographic points where products can be shipped to that do not have a deliverable U.S. postal address. Locations are entities (see Entity definition.)

¹ DUNS is a registered trademark of Dun & Bradstreet, Inc.

Mailing Address

Mailing address is the address to which the USPS regularly delivers mail for the entity-location.

Master Directory

Master Directory is the database portion of AGIIS. It contains the AGIIS unique common identifier data, common data elements and the Subscriber Subset Data.

NAPD/HP ID Code

An acronym for the 16 digit North American Purchaser Directory/Harvest Partners Identification Number, formerly used primarily as a unique identifier for growers and farm businesses. The number, while no longer used, has been retained in history as a reference number.

Primary Contact

The person at the Subscriber company who has responsibility for the directory and who has authority to make decisions on behalf of the Subscriber. This person is not necessarily the same person who is responsible for the day-to-day operations. There is one Primary Contact and one secondary contact for all Subscribers.

Specialty Business

The science or business of Turf & Ornamental and Pest Control that focuses on the specialty markets such as golf course maintenance, nursery cultivation, and pest control operations.

Subscriber

A Subscriber is an organization that has registered with AGW (by signing a Subscriber agreement) and has paid required subscription fees. Subscribers are enrolled into the system by the Directory Administrator. During the enrollment process the Directory Administrator grants the appropriate level of privileges to the Subscriber and enrolls the Subscriber Administrator(s).

Subscriber Administrator

Each Subscriber company has one or more Subscriber Administrators. A Subscriber Administrator is responsible for adding and deleting Users and for managing User access privileges for the specific Subscriber.

Subscriber Subset Data

Subscriber Subset Data is the proprietary data submitted by a Subscriber used to establish a relationship with the AGIIS unique common identifier data.

Trading Partners

Trading Partners are entities that provide products to other Trading Partners. Trading Partners are businesses that conduct commercial dealings between and among themselves for the purpose of ultimately delivering goods and services to Consumers.

User

A User is defined as an individual who is registered in AGIIS. Users are enrolled into the system by either the Directory Administrator or the Subscriber Administrator. All Users (except Directory Administrators) must be associated with a Subscriber.

Subscriptions

Eligibility

Any organization that is involved in the manufacture, distribution, packaging, transport, sale, or financing of agricultural products and is engaged in the exchange of e-commerce transactions relating to these activities is eligible to become a Subscriber.

The organization must register with AGW, pay the required subscription and set-up fees, and be approved as “eligible” by AGW.

Allied Providers are eligible to subscribe to AGIIS. Authorized Vendors and Authorized Value Added Providers are classified as Allied providers and must enter into a written agreement with AGW specifying adherence to the AGIIS policies and guidelines contained herein to gain access to AGIIS. The agreement will be maintained at AGW’s offices. See Appendix C for Allied Provider policies.

Payment of Fees and Termination of Access

To retain access to AGIIS, an organization must pay the appropriate fees. If fees become 60 days past due, a past due notice will be sent to the Subscriber. The Subscriber must pay or make arrangements for late payment within 30 days from the date of the past due notice. After 30 days if dues have not been paid or arrangements for late payment have not been made, access to AGIIS will be terminated.

Antitrust

The DOC will not conduct business outside the AgGateway anti-trust guidelines. See Appendix A.

Use of Data

The Subscriber's Subset Data, consisting of entities, consumers, geographic locations, and products, may constitute proprietary and commercially valuable data that is and will remain the property of each Subscriber.

AGW will not incorporate the data obtained from Subscribers into its own proprietary databases or make any other use of the data except as necessary to create and maintain the Master Directory in AGIIS.

Subscribers may not disclose or exchange any of the common identifiers individually or with related common data elements acquired from AGIIS to any third

party other than current AGIIS Subscribers (or the Subscriber’s designated Authorized Vendor), without prior written authorization from AGW.

Subscribers may not use the AGIIS common IDs acquired from AGIIS for purposes other than identification of business entities, products, geographic locations or consumers in the context of processing e-business transactions, without prior written authorization from AGW. See Subscriber Agreement in Appendix B.

Authorized Value Added Providers may use AGIIS data acquired from AGIIS only as prescribed in the AGW Authorized Value Added Provider agreement.

AGIIS Data

Entity

Entity Organization

From an Entity perspective, AGIIS is generally organized into three basic parts.

E-Business	The focus is on providing a unique 13-digit industry-wide identifier for each business location that participates in the manufacture, distribution, resale, or application of products used in the agriculture industry. (See EBID)
Purchaser	The focus is on providing a unique 13-digit industry-wide identifier for each farm business and/or individual that purchases agriculture products for use on a farm or in agribusiness. (see GLN)
Product	The focus is on providing unique industry-wide identifiers for products used in agriculture industry. (See GTIN)

Entity Classification

Entities in the directory are classified as one the following:

Trading Partners	Manufacturer	Engages in the manufacturing of product
	Distributor	Engages in the re-sale of product to retailers
	Retailer	Engages in the re-sale of product to consumers
Consumers	End-use business	A non-crop protection consumer that purchases product and is assigned an EBID.
	Farm business	A consumer that purchases product and assigned a GLN.
	Grower	A consumer that purchases product for personal use.
Locations	Railway siding	A location having an SPLC (Standard Point Location Code)
	Terminal	A fertilizer terminal
	Drop Point	A location to which product is delivered that is not a rail-siding or a terminal

Entity Enumeration

Two industry-wide identifiers are used to uniquely identify an entity in the industry: the GLN and the EBID. All entities in AGIIS are assigned a GLN, EBIDs are assigned to a smaller number of entities (see the table below.)

GLN numbers are assigned by either the company that owns the location, if they are a member of GS1 and have their own GS1 Prefix, or by the AGIIS system for entities that do not meet the GS1 requirement for owning a company prefix. Most EBIDs are generated based on Dun & Bradstreet's DUNS® number. Entities classified as Trading Partners are sent to D&B for automated lookup and/or investigation. Any other Entity Classification that is assigned an EBID number goes to D&B for automated lookup and if a number cannot be located is assigned an AA Code or FERT Code. After an entity has been thorough the initial EBID process and has been assigned an EBID, no attempt will be made to synchronize the EBID with the DUNS number at a later date. The initial EBID will be permanently assigned to the entity.

In AGIIS, all entities are assigned a unique AGIIS ID. As depicted in the chart below the industry-wide identifiers are assigned based on the entity type.

It is the Subscriber's responsibility to use the appropriate identifier for their e-business needs.

Classification	Entity Type	EBID & GLN	GLN Only	SPLC	AGIIS ID
TP	Manufacturer	X			X
TP	Distributor	X			X
TP	Retailer	X			X
C	End-Use Business	X			X
C	Farm Business		X		X
C	Grower		X		X
L	Rail Siding	X		X	X
L	Terminal	X			X
L	Drop Point	X			X

The intent of the entity type classification is to generally identify the entity at the highest level in the industry. It should be understood that each subscriber has the ability within their data transmissions to create a relationship which may conflict with the relationship defined in the directory and/or defined by others in the industry. When a conflict arises between subscribers and the directory, it is between the subscribers to resolve the discrepancy where it exists.

Inappropriate EBID Enumeration

Assigning EBID codes are inappropriate under any of the following conditions:

- Solely to accommodate an individual Subscriber's internal system codes;
- For credit checking purposes;
- To establish a Subscriber's corporate hierarchies;

To keep track of different types of transactions, i.e., inter-branch transfers versus sales;

For entities that are out of business;

For entities typed Grower or Farm Business. These entity types should be enumerated with a GLN only. (End-use businesses, such as Pest Control Operators, Lawn Care Operators, Nurseries, etc., may be enumerated with and EBID.)

The business assigned an EBID must be a legal entity, and not be acting as a commissioned agent for another entity.

Entity Verification

All entities that are of type “Trading Partner,” must have their demographic information and business status phone verified by the Directory Administrator.

If the name, address, phone number, entity type or the entity status of a trading partner changes, the entity will be phone verified by the Directory Administrator prior to adding or updating the entity in the directory. The Directory Administrator reserves the right, within AGW’s policy guidelines, to update any entity information as a result of the verification process.

Users

User Roles

Viewer	A User that can search the website.
Extractor	A viewer that can also schedule and receive extracts
Contributor	Extractors that can also add, edit, and delete directory information.
Subscriber Administrator	A contributor that can also add, update and delete other Users associated with the same Subscriber
Directory Administrator	A member the staff of the 3 rd party contracted to maintain and administrate AGIIS and enforce the policies as established by AGW through the Directory Oversight Committee (currently CSC Covansys, Inc.).

Privileges

Privileges control access to system functionality. Privileges are assigned at two levels; Subscriber and User. Subscriber Privileges are assigned by the Directory Administrator. User level privileges are assigned by the Subscriber Administrator and are limited to the list of privileges granted to the Subscriber. The following privileges can be assigned.

E-Business - Search/View, Request Add, Request Update, Manage Subset, Manage Extracts

Purchaser - Search/View, Request Add, Request Update, Manage Subset, Submit Files

Product - Search/View, Request Add, Request Update, Manage Subset, Manage Extracts, Submit Files

User - Search/View, Request Add, Request Update, Request Delete

Subscriber - Search/View, Request Add, Request Update, Request Delete

Extracts

Users who are granted the appropriate privileges can schedule and download extracts. There are 4 general extracts:

- **EBID Extract**
- **GLN Extract**
- **Product Extract**
- **License Extract**

AGW's Responsibilities

AGW's responsibilities are administered through the AGW Directory Oversight Committee and the AGW Management Team.

AGW is responsible for contracting a Directory Administrator to host and maintain AGIIS.

AGW is responsible for monitoring and insuring compliance with the policy described in this document. This responsibility is accomplished with assistance from the Directory Administrator.

AGW is responsible to establish subscription pricing, billing Subscribers appropriately, and collecting subscription fees.

AGW is responsible to monitor, recommend, and arrange for regular AGIIS Software Updates and Enhancements.

Changes to AGIIS Functionality

All requests for enhancements, changes or modifications must be evaluated against the purpose of the directory and the AgGateway organization. Accordingly:

- No change of direction for AGIIS can be established without an assessment of impact to current subscribers.
- New functionality to AGIIS cannot be added without performing due diligence to ensure existing functionality is not compromised.
- Current validation thresholds of existing AGIIS data cannot be lowered without approval of a majority of those AgGateway member subscribers voting and a 2/3 majority of the voting membership of the DOC.
- Any direction/change for AGIIS that disables a current valid business function cannot be implemented without unanimous approval of the voting

membership of the DOC, the Management Team and the AgGateway Board of Directors.

- New data elements cannot be added to AGIIS without the DOC first defining the element and appropriate and reasonable validation rules.
- No outside influence or accountable parties can prevent ongoing maintenance of AGIIS unless the DOC determines that outside approval is required for a specific maintenance issue.
- Directory maintenance resource allocations cannot be used for new enhancements without approval of a simple majority of the DOC.

AGIIS Operating Rules

AGIIS operating policy must be approved by all AgGateway councils.

- The approval of a council shall be defined as a 2/3 majority of all subscribers voting within a council that vote in favor of the resolution. The vote of subscribers that are members of more than one council will be counted in each council of which they are a member.
- In the case of a new AGIIS operating policy request, the policy is accepted upon approval by 2/3 of the councils. After a new policy request is accepted, it becomes current.
- In the case of a requested change to a current AGIIS operating policy, the policy is deemed changed upon unanimous approval by the councils.
- The AgGateway Management Team shall be responsible for dissemination, solicitation and counting of all ballots for voting on AGIIS operating policy.
 - The Management Team will be responsible for setting timelines for the voting on policy changes.

DOC Accountability

The DOC is accountable to the AgGateway Management Team.

- The Chair of the DOC reports to the DOC as a whole.
- When compliance issues (with regard to achievement of the outcome, and compliance with the operational limitations) arise, they will be reported to the MT, if/when they occur, at the monthly MT conference calls (by the DOC liaison to the management team).
- A summation of DOC yearly activities and performance results will be presented annually to the AgGateway Board by the MT liaison.

DOC Operation and Meetings

DOC meetings should be held at a minimum of once a month via conference call or face to face meeting.

- Robert's Rules is used as guidance for the meeting protocol.
- Quorum is a simple majority of all the voting members of the DOC.
- For the purposes of conducting business efficiently, guests who desire to attend a DOC meeting must request permission to do so from the Chair.

Participation in the business of the DOC by invited guests will be limited by the chair.

- Any governance structure should encourage and enable the efficient collection, evaluation and implementation of AGIIS subscriber requests.

DOC Structure and Membership

The DOC shall be comprised of representatives from AgGateway members that subscribe to the directory and from other interested parties.

- The DOC should be composed of knowledgeable, qualified individuals within the AgGateway community.
- Voting members of the DOC must come from AGIIS subscriber members of AgGateway.
- The voting membership of the DOC shall be comprised of no more than fifteen and no fewer than eight individuals.
- Each eligible council shall have voting representation on the DOC as provided by the chartering requirements of the AgGateway organization. An eligible council is defined as a council claiming one or more AGIIS subscribers as a member.
- The DOC shall compile a representation matrix upon completion of each council's appointment of representatives to determine what business and technical areas require additional knowledge representation. This matrix will be used to fill At-Large seats on the DOC.
- At-Large representatives shall be elected to voting membership on the DOC from the general membership. The DOC shall determine the number of representatives needed to fill knowledge areas based on its defined matrix on an annual basis.
- Any given council may have no more than two representatives to the DOC at any given time.
- The DOC shall maintain non-voting advisory seats for the AGIIS database vendor and the AgGateway staff.
- The DOC shall maintain a voting seat for a liaison to the AgGateway Management Team. The Management Team Liaison may not come from a company already represented on the DOC.
- The DOC may create non-voting advisory positions as needed to further the efficient business of the DOC.
- Any given subscriber member may have only one representative to the DOC at a given time, regardless of how many councils they participate in.
- Each council should decide how to equally represent the channel (e.g., manufacturers, distributors, retailers). The DOC can assist through the use of a representation matrix, and make recommendations to the councils.
- The terms of service for the DOC are three years.
 - The membership of the DOC should be staggered in three year increments.
 - Terms of service expire at the third annual meeting following the representative's election or appointment to the DOC. Representatives

may be re-appointed by their council or stand for re-election as an At-Large member of the DOC.

- If a representative leaves the DOC before their term of service is complete, a replacement is permitted. Councils are responsible for filling vacancies caused by their departing representatives. At-large vacancies will be filled by the DOC.
- Task Forces will be created by the DOC as needed.
 - The DOC will assign tasks to each task force at the time of formation.
 - A member of the DOC will be assigned as liaison to a task force.
 - Task Force members may or may not be members of the DOC.
- The Chair and Vice Chair of the DOC shall be appointed by the Management Team.
 - The term of service for Chair and Vice Chair is one year for each position. Terms of service begin at the AgGateway annual meeting.
 - The Vice Chair will automatically succeed the Chair.

Directory Administrator's Responsibilities

Subscriber Management

Subscriber management is a Directory Administrator function. The Directory Administrator enrolls all Subscribers and Subscriber Administrators. Any entity with an EBID can be enrolled as a Subscriber once Subscriber requirements are met.

Unique Industry Identifier Codes

The Directory Administrator is responsible for unique industry identifier code assignment in the case of EBID and GLN, and for verifying the uniqueness of the GTIN that is assigned by each product manufacturer. The Directory Administrator has limited responsibility for maintaining the integrity of the demographic data to the extent detailed below, and for facilitating distribution of all data extracts.

AGIIS Directory Administrator is responsible for ensuring all Subscribers receive the same unique code for a given entity or product. Unique codes are assigned by the Directory Administrator using guidelines described in this document. The Directory Administrator is responsible for enforcing these guidelines. If a Subscriber submits a request to add a code that is in conflict with the guidelines, the Directory Administrator is authorized to reject the request. Disputes arising from any challenges will be addressed by the Directory Oversight Committee.

Data Integrity

The Directory Administrator is responsible for maintaining integrity of the unique identifiers and certain data elements. This entails following the established guidelines and validation rules for adding new entities and maintaining existing entities.

Validation Requirements

- Maintain the quality of the data in the AGIIS through sophisticated data cleansing and validation procedures.
- Enforce population of all required fields
- Follow current USPS standards for mailing and physical address standardization. Review addresses that do not meet USPS Standards and approve or reject over-ride.
- Implement consistent naming conventions
- Regularly update area codes for area code splits on a schedule agreed upon with AGW.
- Annually remove entities that have no Subscriber cross-references.
- Review any entity that has a pending update on entity status of bought out, replaced, and out of business.

Trading Partner Phone Verification Requirements

The Directory Administrator will phone verify all changes and all new entities for Trading Partner entities that require an EBID code, regardless of the method of submission, to ensure entities conform to the guidelines. The exception to this rule is for entities added with an owner assigned GLN code using the owners prefix. In this case the system enforces a rule that allows only the owner that has registered its GLN prefix with AGIIS to make the addition or modification, therefore phone verification would be redundant. The following items are required to be phone verified for Trading Partners:

- Significant changes to Preferred Company Name
- Significant changes to DBA Name.
- Street Address, City, State Zip/Postal Code
- Phone Number, except for automated area code changes
- Entity status changes such as out of business, buyouts, etc.
- Entity classification.

Entity classifications other than “Trading Partner” do not require verification.

Subscriber Responsibilities

Subscribers are responsible for payment of subscription fees, for designating primary and secondary AGIIS business contacts (these contacts are not to be confused with the AGW member business contact), for designating one or more Subscriber Administrators, and for insuring that all Users abide by AGIIS policies and guidelines.

Ultimately the Subscriber’s are responsible for providing accurate and reliable content.

User management is a Subscriber Administration function. The Subscriber Administrators enroll and maintain the User base for the Subscriber.

User Responsibilities

Users are responsible for following the AGIIS policies and guidelines and for maintaining their own individual profile within AGIIS. Willful disregard for AGIIS policies and guidelines may result in loss of access for the User and/or Subscriber.

Exceptions and Changes to This Policy

Any request for exceptions to these policies must be made to the AGIIS Directory Oversight Committee for review and approval. The Directory Oversight Committee may grant exceptions. Exceptions must be documented and communicated to AGW business and technical contacts. The Directory Administrator is not authorized to grant exceptions.

Requests for changes to this policy must be submitted to the Directory Oversight Committee for consideration. The Directory Oversight Committee will:

1. Communicate the requested change to all AGW business and technical contacts through the AGW office,
2. Allow time to accept input from the membership,
3. Consider the requested change and the input received from members,
4. Make a recommendation to the AGW Management Team that the policy be changed, or deny the request.

A majority vote of the Directory Oversight Committee is required to deny or recommend a policy change. (A quorum of greater than half of the members of the Directory Oversight Committee is required for voting on policy changes. In the case of an email vote, quorum is achieved if over half of the committee members reply.)

The AGW Management Team will make the final determination if the policy will be changed. It is the Directory Oversight Committee's responsibility to communicate the final decision to the membership and to appropriately update this policy document.

Appendices

Appendix A – AgGateway ANTITRUST GUIDELINES

While some activities among competitors are both legal and beneficial to the industry, group activities of competitors are inherently suspect under the antitrust laws. Agreements or combinations between or among competitors need not be formal to raise questions under antitrust laws, but may include any kind of understanding, formal or informal, secretive or public, under which each of the participants can reasonably expect that another will follow a particular course of action.

Each of you is responsible to see that topics, which may give an appearance of an agreement that would violate the antitrust laws, are not discussed at your meetings. It is the responsibility of each participant in the first instance to avoid raising improper subjects for discussion. This reminder has been prepared to assure that participants in meetings are aware of this obligation. A copy of the AgGateway Antitrust Guidelines must be available to meeting participants for viewing, either in print or via the internet, at every AgGateway meeting.

The "Do's" and "Don'ts" presented below highlight only the most basic antitrust principles. Each participant in a meeting should be thoroughly familiar with his/her responsibilities under the antitrust laws and should consult counsel in all cases involving specific situations, interpretations, or advice.

DON'T

1. DO NOT, in fact or appearance, discuss or exchange information regarding:
 - (a) Individual company prices, price changes, price differentials, mark-ups, discounts, allowance, credit terms, etc., or data that bear on price (e.g., costs, production, capacity, inventories, sales).
 - (b) Industry pricing policies, price levels, price changes, differentials, etc.
 - (c) Industry production, capacity or inventories.
 - (d) Bids on contracts for particular products; procedures for responding to bid invitations.
 - (e) Plans of individual companies concerning the design, production, distribution, promotion, or marketing of particular products, including proposed territories or customers.

(f) Matters relating to actual potential individual customers or suppliers that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers or customers.

2. DO NOT discuss or exchange information regarding the above matters during social gatherings incidental to meetings, even in jest.

DO

1. DO adhere to prepared agendas for all meetings and object when meeting minutes do not accurately reflect the matters that transpired.
2. DO understand the purposes and authority of the group.
3. DO consult with your company counsel on all antitrust questions relating to the activities, discussions or meetings of the group.
4. DO protest against any discussions, meetings or activities that appear to violate the antitrust laws; disassociate yourself from any such discussions or activities and leave any meeting in which they continue.

Appendix B – AGIIS Subscriber Agreement

AGGATEWAY CORPORATION AGIIS SUBSCRIBER AGREEMENT

The Undersigned Company ("Subscriber") agrees to participate in and subscribe to the AG Industry Identification System (AGIIS), developed and maintained by CSC Covansys Inc. (CSC Covansys), on behalf of AgGateway Corporation ("AgGateway") and its authorized subscribers with the following terms and conditions:

1. **DEFINITIONS:**

- **Subscriber** – is a business entity that is a trading partner with other agricultural businesses that has agreed to abide by the AGIIS Guidelines set forth by AgGateway and to pay the appropriate fees to AgGateway in order to participate in the AGIIS.
- **AGIIS Users**- are the employees or agents of the Subscriber who may view, update or extract information for the directory.
- **Common Data Elements** –data elements that consist of but are not limited to Business Name, Mailing Address, Physical Address, City, State, Zip, Phone, Contact Name, and DBA Name.
- **The AGIIS Unique Common Identifier Data**- provided by AGIIS to facilitate electronic information exchange and processing. They include, but are not limited to:
 - The E-Business ID (EBID) codes [these codes are based on Dun & Bradstreet Numbers (DUNS® Numbers)].
 - NAPD
 - Product ID
- **Subscriber Subset Data** – is the proprietary data submitted by a Subscriber used to establish a relationship with The AGIIS Unique Common Identifier Data.
- **Master Directory**- AGIIS database containing The AGIIS Unique Common Identifier Data, Common Data Elements and the Subscriber Subset Data.
- **Global Location Number (GLN)** - a unique identification of legal entities, trading parties and locations worldwide within the GS1 System.
- **Global Trade Item Number 14 (GTIN-14)** – a unique identification of products that uses GS1 -14 (EAN/UCC -14) standard numbering structure.
- **Electronic Business (eBusiness)** – A generic term covering information definition and exchange requirements within and between enterprises, including customers, by electronic means.

2. **AGIIS SYSTEM DEVELOPMENT AND PURPOSE:** The AGIIS Unique Common Identifier Data and Subscriber Subset Data are used to facilitate electronic information exchange and processing within the agricultural industry.

3. **SUBSCRIBER SUBSET DATA USE RESTRICTIONS:** AgGateway acknowledges that Subscriber Subset Data constitutes proprietary and commercially valuable data that is and will remain the property of Subscriber. AgGateway agrees that it will not incorporate the data obtained from Subscriber into its own proprietary databases or make any other use of the data except as necessary to create and maintain the Master Directory. **The Subscriber agrees that at all times they will not sell, disclose or exchange any EBID or NAPD Unique Common Identifiers individually or with related Common Data Elements contained in AGIIS to any third party other than current AGIIS Users, without prior written authorization from AgGateway. Subscriber agrees not to sell disclose or exchange Common Data Elements obtained from AGIIS and associated with GLN or GTIN-14 to any third party other than current AGIIS Users, without prior written authorization from AgGateway. Subscriber agrees not to use The AGIIS Unique Common Identifier Data for purposes other than identification of business entities, products, geographic locations or consumers in the context of processing eBusiness transactions, unless otherwise approved by AgGateway.**
4. **CONFIDENTIALITY:** AgGateway covenants and agrees at all times, from and after the date hereof: (i) to keep the Subscriber Subset Data confidential, (ii) not to use Subscriber Subset Data on its own behalf or on behalf of any other person, firm or entity, and (iii) not to disclose any Subscriber Subset Data to any third party, without the Subscriber's advance written authorization.
5. **FEES:** Subscriber agrees to pay the appropriate development, set up fees, annual maintenance fees and other agreed upon special assessment fees assessed by AgGateway.
6. **WARRANTY, INDEMNIFICATION AND LIABILITY:**
AgGateway has licensed with Dun & Bradstreet to utilize the DUNS® Numbers as the basis for creating EBID numbers. The license between AgGateway and Dun & Bradstreet stipulates that the DUNS® numbers may be used only for the purpose of creating The AGIIS Unique Common Identifier Data.

AgGateway warrants that no portion of The AGIIS Unique Common Identifier Data will infringe on any patent, copyright, trade secret or other proprietary right of a third party.

The Subscriber warrants using The AGIIS Unique Common Identifier Data for the specific industry use of conducting eBusiness. Both parties agree to indemnify, defend and hold each other harmless from and against liabilities, suits, causes of action, claims or expense arising from any breach of this warranty.

Subscriber acknowledges that AGIIS Users maintain the Subscriber Subset Data and Common Data Elements. AgGateway is not responsible for the accuracy of the content of the Subscriber Subset Data and Common Data Elements that are maintained by the AGIIS Users.

The terms Subscriber or Subscriber Subset Data shall not include any information which is in the public domain as of the date hereof or which hereafter becomes part of the public domain other than as a result of any act or omission by either party in violation of this Agreement. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the other party shall be entitled to an injunction restraining the disclosure or use, in whole or in part, of any Subscriber Subset Data. Nothing herein shall be construed as prohibiting either party from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

Appendix C – Allied Provider Policy

Allied Provider Policy

It is AGW's intent and desire to involve Allied Providers with AGIIS. Allied providers can add value to AGIIS subscribers, thus making AGIIS more useful and more widely used. Opening AGIIS to Allied Providers may provide Allied Providers with revenue opportunities. AGW sees this as good for all parties involved.

- AGW reserves the right to determine if a company qualifies as an Allied Provider based on the definition in the AGIIS policy document. AGW also reserves the right to deny companies Allied Provider status if AGW determines that granting Allied Provider status is not in the best interest of AGW, AGIIS, or subscribers.
- Determination of Allied Provider Status is a function of the AGW Management Team, with a recommendation from the Directory Oversight Committee.
- Allied Providers are eligible to subscribe to AGIIS, and to do so must sign an Allied Provider Subscriber Agreement.
- In addition to subscribing, there are two other options for Allied providers to access AGIIS – they can become an Authorized Vendor or an Authorized Value Added Provider.
 - To become an AGIIS AV, an Allied Provider and the subscriber who they are working for, must sign the AGW Authorized Vendor and Data Release Agreement. By signing this agreement the Allied Provider agrees to abide by the rules and policies established by AGW in this policy document and, the subscriber authorizes AGW to allow the Allied Provider to access their data.
 - AV's are set-up with a logon ID by a Subscriber Administrator and given the appropriate privileges. The Subscriber Administrator determines the privileges that the AV is entitled to. Neither AGW nor Directory Administrator is responsible for privileges that are assigned to an AV by a subscriber.
- **Authorized Value Added Provider (AVAP)**
 - To become an AGIIS AVAP an Allied Provider must sign the AGW Authorized Value Added Provider Agreement. By signing this agreement the Allied Provider agrees to abide by the rules and policies established by AGW in the AGIIS policy document and pay the appropriate fees to AGW. By means of the AGW AVAP Agreement, the Allied Provider registers the Application, with AGW, that they will be using to provide value added services to subscribers.
 - The AVAP's Application must be approved by the Directory Oversight Committee. If a non-disclosure agreement is required by the AVAP,

the DOC may assign the approval requirement to a AGW staff member.

- A separate AGW AVAP Agreement must be signed for each application that will be offered by the AVAP to subscribers.
- AGW will establish AVAP registration fees.
- AVAPs agree that data from AGIIS, and data from AGIIS with value added, will be provided to AGIIS subscribers only, per the AGW AVAP Agreement.
- If an Authorized Value Added Provider wishes to provide their registered product or service to a company or business that does not subscribe to AGIIS, that AVAP is:
 - responsible to ensure that the company or business that will receive their services becomes a subscriber to AGIIS.
 - responsible to ensure that the company or business signs an AGIIS subscriber agreement and pays the subscription fee to AGW. Alternately the AVAP may pay the subscription fee on behalf of the company or business.
- AVAPs e-business applications that use AGIIS data must conform to Ag E-standards.
- AVAPs must provide AGW with the list of customers that are receiving AGIIS data or value-added data derived from AGIIS data. AGW reserves the right to audit the AVAPs customer list.
- AVAPs have access to the same extracts, loads, and web services that other subscribers have. Access to some information will be limited based on AGW's confidentiality agreements with subscribers or other data access policies defined in the AGIIS policy document.
- AVAPs may request an entity subset for a registered application. AGW will determine on a case by case basis if a subset is appropriate. If a subset is granted, the AVAPs subset can only contain entities that are in their customers' subsets.
- AVAPs must ensure that data changes and updates are applied to their application and their customer's database, where applicable, within one week of receipt of the update.
- AVAPs cannot access subscriber's subsets.
- AVAPs Subscriber type in AGIIS is "Industry Provider".
- Any "special" web service that an AVAP wants to use with AGIIS that is not part of the AGIIS standard set of web services, must be developed, tested and maintained by the Directory Administrator with prior approval from AGW.