

RAINFOREST ALLIANCE LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1. Rainforest Alliance, Inc., a New York not-for-profit corporation with headquarters located at 125 Broad Street, 9th Floor, New York, NY 10004, U.S.A., ("RA") is an international non-profit organization creating a more sustainable world by using social and market forces to protect nature and improve the lives of farmers and foresters. RA develops and implements certification standards to promote sustainable agriculture. In 2018, Stichting UTZ, a Dutch legal entity based at the De Ruyterkade 6, 1013 AA Amsterdam, the Netherlands (together with its subsidiaries, "UTZ"), merged with RA and they are now affiliates.
- 1.2. As described in the Agreement, these License Terms and Conditions and the additional documents together comprising the Binding Documents are binding upon all participating companies, farms and farm groups in their dealings with RA. These Binding Documents cover the various elements of working with RA, including registration, audits and certification, traceability, labeling and selling product as certified.

2. Definitions

- 2.1. "Agreement" shall mean the License Agreement between RA and ORGANIZATION (2020 Version).
- 2.2. "Binding Documents" shall mean the set of standards, policies and rules that are applicable to different actors in RA's programs, depending on the type of activity the actor is engaged in, together with these License Terms and Conditions and the Agreement. RA has set forth the applicable Binding Documents on its website at <https://www.rainforest-alliance.org/business/binding-documents> and may introduce new Binding Documents by providing notice to ORGANIZATION pursuant to section 14.6 (Notices) herein. The Binding Documents may be updated from time to time in accordance with their terms or the terms set forth in these License Terms and Conditions.
- 2.3. "Certification Binding Documents" shall include any Binding Document categorized as such on the Binding Documents web page, and generally includes certification standards, policies and rules.
- 2.4. "Certification Costs" shall mean the costs related to obtaining and maintaining certification.
- 2.5. "Certified Farm" shall mean a farm or group of farms certified as meeting the RA Standards.
- 2.6. "Certified Product(s)" shall mean those products or ingredients originating from a Certified Farm (in the case of the UTZ certification program, Certified Product refers to the certified crop) and passed through a Certified Supply Chain. Certified Product may also refer to product being sold as certified through the mass balance program set forth in the Binding Documents.
- 2.7. "Certified Supply Chain" shall mean a supply chain comprised of companies certified as meeting the RA Standards.
- 2.8. "Legacy Marks" shall mean the legacy RA Certified Seal and the UTZ logo (each as set forth in the Trademarks Schedule).
- 2.9. "License Terms and Conditions" shall mean these Rainforest Alliance License Agreement General Terms and Conditions.
- 2.10. "ORGANIZATION" shall mean the Certified Farm, Supply Chain Actor or other entity that executed the Agreement.
- 2.11. "Permitted Sub-Licensee" shall mean those parties listed by ORGANIZATION and approved by RA in the applicable RA Online Platforms as a permitted sub-licensee in accordance with these License Terms and Conditions.
- 2.12. "RA Marks" shall mean the RA name, UTZ name and all other trademarks, certification marks, logos or other proprietary designations owned by RA and its affiliates and set forth in the Trademarks Schedule.
- 2.13. "RA Online Platform" shall mean those information technology systems used by RA to register ORGANIZATION, record transactions in Certified Products, submit trademark approvals, or provide other information to RA, including, without limitation, traceability systems such as Marketplace 2.0, MultiTrace, GIP, and any other RA information technology system RA introduces.
- 2.14. "RA Standards" shall mean the sustainable agriculture standards developed or approved for use by RA, including, but not limited to, the UTZ Code of Conduct, the Union for Ethical BioTrade (UEBT) Standard and the UEBT/RA field check list, the 2017 Rainforest Alliance Sustainable Agriculture Standard, the UTZ and Rainforest Alliance Chain of Custody standards and the 2020 Sustainable Agriculture Standards (including the farm and supply chain requirements).
- 2.15. "RA Traceability Reference" shall mean the unique identity of a record of a transaction of Certified Products as generated by an RA Online Platform (also known as a transaction certificate, TC or transaction).
- 2.16. "Royalties" shall mean amounts payable to RA set forth in the Royalty Schedule for the use of the RA Marks or the right to sell Certified Product as certified.

- 2.17. "Royalty Calculation Event" shall mean the specific transaction, triggering event, or royalty calculation event referred to in the Royalty Schedule.
- 2.18. "Royalty Schedule" shall mean the Rainforest Alliance Royalty and Fees Schedule attached hereto.
- 2.19. "Supply Chain Actors" shall mean those parties in the agricultural supply chain subsequent to Certified Farms, including buyers, traders, manufacturers and retailers.
- 2.20. "Supply Chain Data" shall mean analyses of the data provided to RA under RA's cocoa certification programs or any applicable Certification Binding Documents within ORGANIZATION's supply chain.
- 2.21. "Taxes" shall mean all taxes and other governmental charges, including, without limitation, any state or federal income taxes, stamp or documentary taxes, turnover, sales or use taxes, value added taxes, excise taxes, customs or any other charges.
- 2.22. "Trade Control Laws" shall mean U.S., European Union ("EU")/EU member state and United Kingdom sanctions and export control laws and regulations and other applicable sanctions regimes, including, without limitation, United Nations sanctions that are implemented by the national legislation of United Nations member states, the economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control and export control laws and regulations administered by the U.S. Department of Commerce, Bureau of Industry Security.
- 2.23. "Trademark Policy" shall mean, as applicable, the Requirements and Guidelines for Use of the Rainforest Alliance Trademarks, the UTZ Labeling and Trademark Policy, and the Rainforest Alliance Labeling and Trademarks Policy (2020 Edition), and any other trademark or labeling policy developed by RA, each of which constitute their own Binding Documents.
- 2.24. "Trademarks Schedule" shall mean the Trademark Schedule attached hereto.

3. Certification

- 3.1. If ORGANIZATION is certified to any RA Standards, ORGANIZATION agrees to comply with all of the Certification Binding Documents applicable to its activities related to the applicable RA Standards. ORGANIZATION understands that its certificate may be suspended, terminated or cancelled in accordance with the Certification Binding Documents. Upon cancellation or termination of all of ORGANIZATION's certificates under any RA Standards, the Agreement shall automatically terminate.
- 3.2. If ORGANIZATION is certified to any RA Standards, ORGANIZATION agrees to accurately and fairly represent the certificate scope, type and status and the products or operations included within the certification scope. ORGANIZATION acknowledges that certification (including endorsement) applies only to the entities or business operations that are included in the certificate scope and does not extend to affiliates or Permitted Sub-Licensees except to the extent such affiliates or Permitted Sub-Licensees are included in the certificate scope.

4. Registration

- 4.1. ORGANIZATION is required to register on each RA Online Platform relevant to its RA activities or programs, as set forth in the Binding Documents or otherwise communicated to ORGANIZATION by RA pursuant to Section 14.6 (Notices) herein.

5. Payment; Royalties and Costs

- 5.1. Certification Costs. Certification Costs vary depending on the type of activity that ORGANIZATION is engaged in. ORGANIZATION may need to pay Certification Costs to a certification body (e.g., to conduct an audit) to RA (e.g., to obtain a chain of custody risk assessment) or to other actors within a particular supply chain (e.g., a Sustainability Differential or Sustainability Investments).
- 5.2. Royalties. RA charges Royalties to licensees based on traded volumes of Certified Products. The rate charged varies by crop as set forth in the Royalty Schedule and is charged once to a specific party in the Certified Supply Chain. ORGANIZATION agrees to inform RA of any change in volume that affects the amount of the Royalty to be paid.
- 5.3. RA Online Platforms and Royalty Obligations. ORGANIZATION agrees to pay any applicable Royalties on the terms indicated in the Royalty Schedule based on volumes of Certified Products for transactions occurring after the date of ORGANIZATION'S registration in the applicable RA Online Platforms. ORGANIZATION further agrees to comply with all other current and future Royalty and payment requirements as specified in these License Terms and Conditions. ORGANIZATION shall (i) register and maintain accurate contact and other details in the applicable RA Online Platforms and (ii) accurately and timely record transactions of Certified Product on the applicable RA Online Platforms (including, if applicable, obtaining Traceability References with respect to all transactions of Certified Product).
- 5.4. Payment Due. RA will invoice ORGANIZATION for Royalties, if applicable, on a quarterly basis (or monthly for UTZ Certified Product) at the rate set forth in the Royalty Schedule. ORGANIZATION agrees to pay invoices within forty-five (45) days from the date the invoice is issued.
- 5.5. Late Fees. Payments not received within forty-five (45) days from the date of invoice may be charged a late fee of 1.5% per month until payment is received. Failure to deliver payment in a timely manner shall also be grounds for suspension or termination as set forth in section 9 (Termination and Suspension) herein.
- 5.6. Currency. All Royalty payments required by ORGANIZATION hereunder shall be made to RA in U.S. Dollars or

Euros, as set forth in the Royalty Schedule.

- 5.7. Bank Charges. The costs of remitting payment to RA will be borne by ORGANIZATION. RA will not accept any deduction from invoices to cover for bank charges, including intermediary bank charges.
- 5.8. Taxes. ORGANIZATION shall bear all Taxes relating to or arising under these License Terms and Conditions, including, without limitation, on Royalties payable by ORGANIZATION to RA. ORGANIZATION agrees that all Royalties paid are to be received in full by RA without deduction of any Taxes. Should ORGANIZATION be required by law to withhold any Taxes on the amounts payable to RA, then such amounts shall be grossed up so that the net amount received by RA shall be equal to the Royalties in the Royalty Schedule (or applicable invoice). Any additional amount payable under this section must be paid to RA at the same time as the original Royalties are paid, if applicable.
- 5.9. Traceability References.
 - 5.9.1. When to Enter Traceability References. RA Traceability References for transactions occurring during the calendar quarter or month must be entered within five (5) business days following the end of such calendar quarter or month. All Royalties become payable upon the Royalty Calculation Event regardless of the time of collection by RA. The applicable Royalty Calculation Event is set forth in the Royalty Schedule.
 - 5.9.2. Quarterly or Monthly Invoicing. Transactions that are invoiced quarterly or monthly and occur during a particular calendar quarter or month but are not entered into an RA Online Platform or do not receive an RA Traceability Reference until after that period ends, or are not included in the invoice for that period for other reasons, will be included in a following quarter or month's volume reports and invoices.
- 5.10. Selling as Certified. ORGANIZATION may only sell product as Certified Product if (i) it is Certified Product, (ii) a Traceability Reference has been issued (if applicable, as set forth in the Binding Documents), and (iii) any applicable Royalties for such Certified Product are payable in accordance with these License Terms and Conditions. For the avoidance of doubt, Royalty payments (and, if applicable, Traceability References) are required if a claim or representation is made anywhere in any form that a product comes from a Certified Farm, even if the RA Marks are not used and no public claim or representation actually appears on a product, on packaging or promotional materials.
- 5.11. Assignment of Royalty Obligation. ORGANIZATION may assign to a subsequent supplier or purchaser of Certified Product, the obligation to pay Royalties to RA if ORGANIZATION, RA and the subsequent supplier or purchaser agree in writing. Notwithstanding the foregoing, if the subsequent supplier or purchaser fails to pay the assigned Royalties, ORGANIZATION shall pay the Royalties to RA pursuant to the terms of these License Terms and Conditions.

6. Use of RA Marks

- 6.1. Prior Written Approval. ORGANIZATION may not alter the RA Marks in any manner. ORGANIZATION shall submit to RA for its approval, prior to publication or any other public use, all claims, representations, public statements or language about or references to RA, including but not limited to (i) uses of the RA Marks that appear on product packaging, (ii) use of the RA Marks on off-product promotional materials or other communications related to Certified Product, and (iii) communications relating to collaboration with or support for RA. Such submission and use must be in compliance with the Trademark Policy associated with the particular RA Mark. Once RA has approved any such use, ORGANIZATION may not make any changes to such use without first obtaining RA's written approval. ORGANIZATION acknowledges that RA shall not provide any communications or marketing services to ORGANIZATION in exchange for Royalties under this Agreement, notwithstanding such review and approval as set forth herein.
- 6.2. Accurate Representations. ORGANIZATION agrees that any representation it makes with respect to RA, Certified Products, the scope of a Certified Farm's certification to the RA Standards, or with respect to its collaboration with or support for RA, shall be fair and accurate. ORGANIZATION shall restrict its representations with respect to certification of Certified Product to the applicable RA Standards and not with respect to products, product characteristics or agricultural operations not included within the scope of the certificate of the Certified Farms related to the Certified Product. ORGANIZATION agrees that it will not use the RA Marks or make claims, representations, public statements or use language about or references to RA in connection with the direct or indirect sale, marketing or advertising of products that are not Certified Products except as specifically permitted by the Binding Documents.
- 6.3. Use of RA Marks Consistent with RA Mission. All use of the RA Marks will be of high quality in keeping with the reputation of RA and all such use, including claims, representations, public statements or language about or references to RA shall comply with the standards and requirements set by RA in the applicable Trademark Policy or other relevant Binding Documents. ORGANIZATION agrees that it will not manufacture, cause to be manufactured, market, promote, sell or distribute Certified Product or use the RA Marks or make any claim, representation, public statement or use language about or reference to RA in a manner that is inconsistent with the goals and purposes of RA and its mission. ORGANIZATION shall maintain the high standards and reputation of RA and shall not use the RA Marks or make any other claim, representation, public statement or use language about or reference to RA in a manner that is disparaging to RA or contrary to its values. ORGANIZATION agrees to ensure that all uses of the RA Marks comply with all relevant trademark, service mark, certification mark and other intellectual property laws. ORGANIZATION recognizes and acknowledges the irreparable damage that could result to RA in the event of non-compliance with any such requirements and accordingly, in the event of any such non-compliance, RA shall be

entitled to seek injunctive and other equitable relief against ORGANIZATION, without the necessity of proving actual damage.

- 6.4. **Permitted Sub-Licensees, Successors, and Agents.** RA's rights shall apply with respect to ORGANIZATION as well as all Permitted Sub-Licensees and ORGANIZATION's successors. Design agents may apply for use of RA Marks on behalf of ORGANIZATION without being listed as Permitted Sub-Licensees. ORGANIZATION shall be responsible for monitoring and enforcing the compliance of each sub-license and agent under the terms of the Binding Documents, and failure to do so shall be deemed a material breach of this Agreement. In no event shall the scope or term of any sub-license granted to a third party by ORGANIZATION exceed the scope or term of the Agreement. ORGANIZATION may not engage in, facilitate or otherwise encourage any post-consumer use or "upcycling" of anything bearing the RA Marks, including but not limited to product packaging, without the prior written approval of RA. The rights granted to ORGANIZATION in the Agreement and other Binding Documents are solely for the benefit of ORGANIZATION and may not be relied upon by any third party without the express written consent of RA.

7. Updates to Binding Documents

- 7.1. The Binding Documents, including, without limitation, these License Terms and Conditions and the RA Marks, are subject to change. RA will provide notice of such changes to ORGANIZATION pursuant to section 14.6 (Notices) herein. Minor changes to the Binding Documents to correct typos or to clarify language shall be effective upon publication or as otherwise provided for in the notice. Substantive amendments or changes to the Binding Documents other than the Certification Binding Documents shall be effective no sooner than three (3) months following notice to ORGANIZATION and publication on the RA website. RA will endeavor to provide at least three (3) months' notice regarding changes to the Certification Binding Documents, but reserves the right to introduce such changes with immediate effect or on other notice shorter than three (3) months where necessary to protect the credibility and integrity of the RA certification scheme. ORGANIZATION must ensure that its contact details as set forth in the applicable RA Online Platforms remain current at all times.

8. Responsible Conduct

- 8.1. ORGANIZATION commits to being a good and reliable partner to Certified Farms and Supply Chain Actors, and to adhere to agreements made with such parties.
- 8.2. ORGANIZATION commits to adhere to internationally accepted principles of responsible business conduct, such as the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises. The scale and complexity of the means through which ORGANIZATION meets this commitment may vary according to the size, sector, operational context, ownership and structure, and with the severity of the enterprise's adverse human rights impacts.

9. Termination and Suspension

- 9.1. Suspension, Cancellation or Termination of Certificates. The suspension, cancellation or termination of a certificate is subject to the terms and conditions set forth in the Certification Binding Documents.
- 9.2. Suspension and Termination of Participation in RA Online Platforms, Use of RA Marks and the Agreement.
- 9.2.1. RA, may, upon written notice, suspend ORGANIZATION's participation in the RA Online Platforms and/or its use of the RA Marks if ORGANIZATION breaches or fails to comply with any of its obligations under the Binding Documents, *provided, that* RA sends a notice of breach to ORGANIZATION and gives ORGANIZATION at least ten (10) days from the date set forth on the notice to cure such breach to the satisfaction of RA.
- 9.2.2. Upon suspension, ORGANIZATION shall cease to have access to the RA Online Platforms for (i) registration of RA Traceability References, (ii) approvals to use the RA Marks, or (iii) access to data. ORGANIZATION may also be prohibited from using the RA Marks and any approvals granted pursuant to section 6 (Use of RA Marks) herein may be suspended.
- 9.2.3. In the event of suspension for failure to pay, upon receipt of the full outstanding balance, plus interest if applicable, RA shall reverse the suspension and reinstate ORGANIZATION's access and rights that were suspended pursuant to this section 9 herein. In the event of suspension for breach of other obligations set forth in the Binding Documents, ORGANIZATION may petition RA for the right to reverse the suspension, which petition shall be granted or denied in the sole discretion of RA, subject to the terms of the Binding Documents.
- 9.3. Termination
- 9.3.1. The Agreement may be terminated (a) under the circumstances described in the Agreement, or (b) by RA, upon written notice, if (i) ORGANIZATION received a notice of breach of the Binding Documents, including for failure to pay an invoice, and failed to cure such breach within ten (10) days of receipt of such notice; (ii) ORGANIZATION becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, insolvency or similar laws, or makes an assignment for the benefit of creditors, or is named in, or its property is subject to, a suit for appointment of a receiver, or is dissolved or liquidated; or (iii) ORGANIZATION's activities, in the sole opinion of RA, reflect badly on the good name of RA. RA also reserves the right to immediately terminate this Agreement in the event ORGANIZATION or any of its Permitted Sub-Licensees becomes subject to sanctions under Trade Control Laws or violates or causes RA to violate or become subject to penalties or sanctions under Trade Control Laws, or in the event that RA determines that changes in Trade

Control Laws make it impossible to perform the Agreement in whole or in part. In the event of a termination related to sanctions, RA shall not be obligated to undertake any actions under the Binding Documents (including those set forth in Section 9.3.2 herein or pursuant to any selloff period) or provide any benefits to ORGANIZATION that would be prohibited or subject RA to penalties or sanctions.

9.3.2. Upon termination of the Agreement for any reason, the rights and privileges of ORGANIZATION under the Binding Documents shall immediately cease, and there shall be no liability or obligation on the part of either party, except with regard to Royalties due and owing, Taxes relating to Royalties, and as set forth in this section 9.3.2 and the sections herein relating to (Selloff Period), (Selloff Period for Cocoa), (Reservations), (Disclaimer), (Transparency and Confidentiality), (Limitation of Liability & Indemnification), (Governing Law), (Dispute Resolution), and section 3 of the Agreement (Other Provisions); *provided that* the foregoing shall not relieve either party from liability incurred as a result of breach of any provision set forth in a Binding Document. Any sub-license granted to a Permitted Sub-Licensee or other third party by ORGANIZATION shall terminate and ORGANIZATION shall take all steps to ensure that such third parties act in accordance with such termination and the terms of the Binding Documents applicable to ORGANIZATION as if bound thereby. Any unpaid Royalties still owed by ORGANIZATION may be turned over to a collection agency, and RA shall terminate ORGANIZATION's access to the RA Online Platforms and prohibit ORGANIZATION from recording any transactions relating to Certified Product or receiving any Traceability References in connection with such transactions. ORGANIZATION shall cease to use the RA Marks or make any other claims, representations, public statements or language about or references to RA (including claims regarding Certified Products and support of or collaboration with RA), and do nothing that might lead any person to believe that ORGANIZATION is still licensed to use the RA Marks. RA reserves the right to revoke any and all future RA Online Platform access and privileges for ORGANIZATION on the basis that it has had its RA Online Platform access suspended three (3) or more times due to delinquent payment.

9.3.3. Selloff Period. Upon cancellation or termination of an ORGANIZATION's certificate, the selloff period rules set forth in the applicable Certification Binding Documents shall apply to sales of Certified Product.

10. Audits

10.1. Certification Audits. RA shall have the right to audit ORGANIZATION's compliance with certification rules as set forth in the applicable Certification Binding Documents. ORGANIZATION shall ensure the safety of all RA and subcontractor personnel while they are on site conducting audits of ORGANIZATION's operations.

10.2. Non-Certification Audits. RA shall have the right to audit ORGANIZATION'S compliance with Binding Documents other than the Certification Binding Documents. Such audits may include review of specific or representative samples of publication or any other public use of any RA Marks or any claim, representation, public statement or language about or references to RA, including but not limited to (i) uses of the RA Marks that appear on product packaging, (ii) use of the RA Marks on off-product promotional materials or other communications related to Certified Product, and (iii) communications relating to collaboration with or support for RA. ORGANIZATION shall cooperate fully with such audits and take steps as deemed necessary by RA to remedy any noncompliance found by such audits. Failure by ORGANIZATION to undergo or cooperate with a non-certification audit shall constitute a breach of these License Terms and Conditions and shall be grounds for suspension and/or termination as set forth in these License Terms and Conditions.

11. Transparency and Confidentiality

11.1. Public Information.

11.1.1. RA seeks to bring transparency to certification and supply chains in the sectors in which we work. ORGANIZATION acknowledges and agrees that RA may publish the following information related to it. RA and certification bodies publish certification-related information for the general public in the form of public summaries. RA also publishes summary information about certificate holders, as set forth in the Certification Binding Documents, which can be found here: <https://www.rainforest-alliance.org/business/sustainable-farming/farm-certification/certificate-search-and-public-summaries/>, the content of which may be updated to incorporate additional information from time to time. RA publishes the certificate holder location point and/or polygon along with the name of the certificate holder, the RA certificate identification code, crop type, size of certified area, and number of farms covered by a group certificate. RA also publishes information on how to find certified products <https://www.rainforest-alliance.org/find-certified> and provides lists of publicly available certified products including barcode information to online retailers or other parties upon request based on the launch date indicated in the request for approval to use RA Marks.

11.1.2. RA and its partners may use data collected or provided by or about ORGANIZATION through the certification process to prepare and publish analyses, reports, and performance or risk metrics for the purposes of (1) improving our program, (2) demonstrating impact, (3) research including market research, (4) monitoring and evaluation, (5) to verify compliance with the Binding Documents, and (6) to evaluate data integrity and sector credibility. Such analyses, reports, and performance or risk metrics shall be aggregated and anonymized (to a minimum of three data points) to the extent they contain commercially sensitive information, for example, volume and commercial value. RA shall not be responsible or liable for any identifiability due to certificate scarcity in certain sectors or regions. This public information shall not be considered confidential.

11.2. Audit and Supply Chain Data.

- 11.2.1. With Auditors and Certification Bodies. RA may share information relating to ORGANIZATION with auditors and certification bodies as needed or helpful to support the certification program, including, without limitation, contact information, previous audit reports, traceability volume reports, sustainability differential payment and investments and requests for the use, review and approval of the RA Marks, or any other information required to be shared as set forth in the Certification Binding Documents.
- 11.2.2. What RA Will Share Within a Supply Chain. RA may share Supply Chain Data within a particular supply chain as provided for in the Certification Binding Documents. Supply Chain Data shall be considered confidential by ORGANIZATION.
- 11.2.3. What RA Will Share with Third Parties Upon Request. If ORGANIZATION requests that RA share its Supply Chain Data with a third party, RA may do so on an aggregated and anonymized basis (to a minimum of three data points), provided that such third party executes a nondisclosure agreement with ORGANIZATION.
- 11.2.4. With Third Party Researchers. RA may share disaggregated anonymized certification performance data with third party researchers to evaluate the effectiveness of our programs. Such disclosure shall always be subject to a nondisclosure agreement between RA and the third-party researcher.
- 11.3. Confidentiality. Other than as set forth herein in section 11.1 (Public Information) and 11.2 (Audit and Supply Chain Data), neither party to this Agreement shall disclose or publish any information identified as confidential by the party furnishing it without the furnishing party's express written consent, unless (i) the disclosure is to the receiving party's attorneys or authorized agents; (ii) disclosure is required by law or by a judicial, governmental or regulatory body; (iii) such information was publicly available prior to its disclosure by the furnishing party or thereafter becomes publicly available without any violation of this Agreement by the receiving party; (iv) the information was available to the receiving party on a non-confidential basis prior to its disclosure by the furnishing party; (v) the information becomes available to the receiving party from a person other than the furnishing party or its representatives and such person is not, to the best knowledge of the receiving party, subject to any legally binding obligation to keep such information confidential; or (vi) RA determines that such disclosure is necessary to protect the integrity of the certification system and the reputation of RA and the RA Marks. The obligations under section 11.3 (Confidentiality) herein shall survive for a period of three (3) years following the termination of this Agreement.

12. Limitation of Liability & Indemnification

- 12.1. Limited Liability of RA. RA shall not be liable to ORGANIZATION, any ORGANIZATION customer or any other person and/or entity for any claim, demand, cause of action, damages, judgment or settlement, or for any loss or injury to earnings, profits, or goodwill, or for any direct, indirect or consequential damages, including attorney's fees and court costs, resulting directly or indirectly from (a) ORGANIZATION's participation in RA Online Platforms or the RA certification scheme; (b) the marketing, manufacture, production, sale, use, advertising, promotion, distribution, processing, transport or other disposition of Certified Product; or (c) ORGANIZATION's failure to comply with the terms and conditions of the Binding Documents. RA HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE RA MARKS AND RELATED RIGHTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THE BINDING DOCUMENTS, IN NO EVENT SHALL RA BE LIABLE FOR ANY MATTER WHATSOEVER RELATING TO THE USE OF THE RA MARKS.
- 12.2. Indemnification by ORGANIZATION. ORGANIZATION agrees to defend, indemnify and hold harmless RA, its affiliates and their respective officers, directors, agents, legal representatives and employees against and from all losses, expenses, damages, liabilities, claims, demands, judgments and settlements, including reasonable attorney's fees and court costs, relating to (a) ORGANIZATION's participation in RA Online Platforms or the RA certification scheme or its support of or collaboration with RA; (b) the marketing, manufacture, sale, production, use, advertising, promotion, distribution, processing, transport or other disposition of Certified Product, including without limitation the merchantability, quality, design or fitness for a particular purpose of Certified Product, product liability, personal injury, property damage, misrepresentation, fraud or defamation; or (c) ORGANIZATION's failure to comply with the terms and conditions of the Binding Documents, except, with respect to (a) through (c) of this section, to the extent that such damages are attributable to RA's gross negligence or willful misconduct.

13. Special Program Rules

- 13.1. Phase Out of Legacy Marks for Cocoa. ORGANIZATION acknowledges that RA is phasing out the use of the Legacy Marks with respect to cocoa and cocoa derivative Certified Products. Notwithstanding anything contained in these License Terms and Conditions to the contrary, the following rules apply to the use of the Legacy Marks for cocoa and cocoa derivative Certified Products.
- 13.2. Selloff Period for Cocoa.
- 13.2.1. Provided that ORGANIZATION has volumes of Certified Product to sell, it shall be entitled to a selloff period to accommodate packaging bearing the Legacy Marks through December 31, 2021. ORGANIZATION must, during the selloff period and thereafter, cooperate with RA, and where applicable a certification body, and provide evidence that, prior to and during the selloff period, the labeled product was processed and packaged in accordance with all requirements set forth in the Policy for Farm and Chain of Custody Certification in Cocoa.
- 13.2.2. A sell-off period will not be authorized or will be revoked in instances where, in RA's sole opinion, (a) ORGANIZATION has participated in fraudulent or unethical activities that may tarnish the reputation of RA, the

RA Standards, or the certification program or (b) continuing the sales of Certified Product bearing the RA Marks will be in violation of Trade Control laws or may cause RA to become subject to sanctions.

- 13.2.3. ORGANIZATION shall use commercially reasonable efforts to convert all SKUs bearing the Legacy Marks to the Rainforest Alliance People and Nature seal as soon as practicable during the selloff period. If ORGANIZATION has more than 500 cocoa product SKUs in the market as of June 1, 2020 bearing Legacy Marks, RA will permit up to 15% of those SKUs to carry the Legacy Marks until December 31, 2022, at which point all cocoa products must be fully transitioned to the Rainforest Alliance People and Nature seal.

- 13.3. Forest Allies. To the extent that ORGANIZATION's use of the RA Marks is permitted pursuant to the Forest Allies program,

- 13.3.1. ORGANIZATION's rights and obligations under the Agreement with respect to ORGANIZATION's use of the RA Marks pursuant to the Forest Allies program shall be null and void and of no effect unless and until RA and ORGANIZATION execute an agreement outlining the rights and responsibilities of RA and ORGANIZATION with respect to ORGANIZATION's participation in the Forest Allies program administered by RA (the "Forest Allies Agreement"). Upon cancellation, expiration, or termination of all active Forest Allies Agreement(s) between RA and ORGANIZATION, the Agreement shall automatically terminate with respect to ORGANIZATION's use of the RA Marks pursuant to the Forest Allies program, and, notwithstanding anything to the contrary in the Binding Documents, ORGANIZATION shall no longer be permitted to use the RA Marks, sell products bearing the RA Marks, print packaging or materials bearing the RA Marks, or make any other claims with respect to its support of or collaboration with RA or activities conducted by RA pursuant to the Forest Allies program. The Forest Allies Agreement constitutes a Binding Document. To the extent there is a conflict between the terms of the Agreement and the Forest Allies Agreement, the terms of the Forest Allies Agreement shall prevail.

- 13.3.2. To the extent Royalties or other amounts are payable by ORGANIZATION to RA under the Forest Allies Agreement or a separate agreement signed by RA and ORGANIZATION, the payment terms set forth in Sections 5.5, 5.6, 5.7 and 5.8 of these License Terms and Condition shall apply unless specifically otherwise agreed upon by RA and ORGANIZATION.

14. Other Provisions

- 14.1. Compliance with Sanctions. ORGANIZATION confirms that it is not and will not during the term of the Agreement be (a) organized under the laws of or located in a country or territory subject to comprehensive sanctions under Trade Control Laws; (b) part of, nor owned or controlled by, nor acting for or on behalf of the government of a country or territory subject to comprehensive sanctions under Trade Control Laws; or (c) otherwise subject to sanctions under Trade Control Laws, including through listing on a sanctions list or ownership or control by one or more persons subject to sanctions. ORGANIZATION must promptly notify RA if it cannot comply with this section or Section 3.4 of the Agreement at any point during the term of the Agreement.

- 14.2. Mutual Representations & Warranties. RA and ORGANIZATION each warrant to the other that (a) it is duly organized and validly existing and has full power and legal right to execute and deliver the Agreement and to perform the obligations of the Binding Documents on its part to be performed; (b) the execution, delivery and performance of the Agreement and acceptance and performance of the other Binding Documents have been duly authorized by all necessary corporate and governmental action; and (c) the Agreement and the other Binding Documents are its valid and binding obligations, enforceable against it in accordance with their terms.

- 14.3. Dispute Resolution. In the event of any dispute, controversy or claim between RA and ORGANIZATION relating to the Binding Documents, the parties shall first seek to resolve the dispute through informal discussions (or, if related to certification or a certificate, then in accordance with the RA Grievance Procedure or other Certification Binding Documents). In the event the parties do not resolve the dispute through informal discussions (or in accordance with the Certification Binding Documents), the parties agree that any disputes shall be resolved through:

- 14.3.1. For Agreements between RA and those ORGANIZATIONS domiciled in the United States, litigation in a court of competent jurisdiction in New York City, New York, USA, or

- 14.3.2. For Agreements between RA and ORGANIZATIONS domiciled outside the United States, binding arbitration in New York City, New York, U.S.A, in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as in effect at the time of the claim. The appointing authority shall be the International Centre for Dispute Resolution ("ICDR"). The case shall be administered by the ICDR under its Procedures for Cases under the UNCITRAL Arbitration Rules. The language of the arbitration shall be English. The dispute shall be resolved by three arbitrators, of whom each party shall select one, with the third arbitrator to be selected by the two party-appointed arbitrators within 30 days of the appointment of the second party-appointed arbitrator. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICDR. The decision of the arbitrators shall be final and binding upon the parties and their respective successors and assigns, and the parties agree that judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor any arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

- 14.4. Assignment by RA. RA shall have the right, at any time, to assign or transfer its rights and obligations under the

Binding Documents. RA has the right to assign to any person or entity (foreign or domestic) any right to receive payment under the Agreement or these License Terms and Conditions, in whole or in part.

- 14.5. No Waiver. The failure by either party to enforce any of the provisions of the Binding Documents shall in no way be considered a waiver of such provisions or in any way affect the validity of the Binding Documents.
- 14.6. Notices. All notices and statements to be given and all payments to be made hereunder shall be in writing and given or made electronically or at the address as set forth in the RA Online Platforms. It is ORGANIZATION'S responsibility to provide timely updates of its contact information on any RA Online Platform on which it is registered, and any notice sent by RA using the information on the applicable RA Online Platforms at the time such notice is delivered shall be deemed to have been valid and received by ORGANIZATION. Notice to RA shall be made electronically to customersuccess@ra.org.
- 14.7. Governing Law. The Binding Documents shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America (excluding New York's choice of law rules).
- 14.8. Severability. In the event that any one or more provisions of the Binding Documents shall be or become invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the Binding Documents shall not be affected.
- 14.9. Precedence of Binding Documents. The following order of precedence of the Binding Documents shall apply in the event of any inconsistency between them: (i) the Certification Binding Documents (other than the UTZ Terms and Conditions), (ii) the Agreement, (iii) the License Terms and Conditions, and (iv) all other Binding Documents. In the event of any inconsistency between these License Terms and Conditions and the UTZ Terms and Conditions, these License Terms and Conditions shall govern.
- 14.10. Section Headings. Section headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.
- 14.11. Reservations. ORGANIZATION acknowledges and agrees that RA is the exclusive owner of the RA Marks and any trademark applications or registrations associated with the RA Marks. ORGANIZATION agrees that it will do nothing inconsistent with such ownership and agrees that all use of the RA Marks by ORGANIZATION shall inure to the benefit of RA. ORGANIZATION agrees that nothing in these License Terms and Conditions shall give ORGANIZATION any right, title or interest in the RA Marks, other than the right to use the RA Marks in accordance with these License Terms and Conditions. ORGANIZATION shall not in any manner represent that it has any ownership interest in the RA Marks or any registrations thereof and hereby waives and disclaims any ownership right or interest in or to the RA Marks that may arise under the law in any country, state or other jurisdiction. ORGANIZATION shall not register or attempt to register the RA Marks or any similar marks in any form or manner, including but not limited to the designation of any goods, services, domain names, social media profiles, or certification programs in any country, state or other jurisdiction. ORGANIZATION will not contest, impair, or otherwise challenge, directly or indirectly, RA's right, title, or interest in and to the RA Marks. ORGANIZATION will not infringe or facilitate the infringement of any rights derived from the RA Marks. At the request of RA, ORGANIZATION shall execute and deliver to RA any and all documents and do all other acts and things which RA deems necessary or appropriate to make fully effective or to implement the provisions of the Agreement or any of the Binding Documents.
- 14.12. Disclaimer. RA makes no representation and provides no warranty to ORGANIZATION as to the efficacy or usefulness of the license granted herein to confer benefit on the business or other business interests of ORGANIZATION.
- 14.13. Language. The Binding Documents are prepared in the English language, which language shall be controlling in all respects. Any translations of the Binding Documents into any other languages are for reference only and shall have no legal or other effect.
- 14.14. Responsible Use of RA Online Platforms.
- 14.14.1. ORGANIZATION shall register transactions of Certified Product and upload proposed designs incorporating the RA Marks on the RA Online Platforms to the extent required by, and in accordance with, the guidelines in the Binding Documents.
- 14.14.2. ORGANIZATION acknowledges that the RA Online Platforms serve the purpose of monitoring credibility by administering transactions in Certified Product or equivalent volumes and facilitating approvals of designs incorporating the RA Marks.
- 14.14.3. ORGANIZATION will refrain from any action that may jeopardize the credibility, the purpose or the functionality of the RA Online Platforms. Usernames and passwords are to be kept confidential and cannot be transferred to other users without the prior written consent of RA.
- 14.14.4. ORGANIZATION will not use the RA Online Platforms:
- to circumvent or manipulate the fee structure, the billing process, or fees owed to RA,
 - to post false, inaccurate, misleading or offensive content,
 - to distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid

schemes,

- to distribute viruses or any other technologies that may harm RA, or the interests or property of other users of the RA Online Platforms,
- to copy, modify or distribute rights or content from the RA Online Platforms, or
- to harvest or otherwise collect information about users, including email addresses, without their (or RA's) consent.

14.14.5. RA takes no responsibility and assumes no liability for any content posted in any RA Online Platform by ORGANIZATION or any other user of the RA Online Platform. RA is not a party to any agreements entered into between ORGANIZATION and other participants in the RA certification program.

14.14.6. The RA Online Platforms are provided to ORGANIZATION on an "as is" and "as available" basis without any representation, endorsement or warranty of any kind, express or implied (by law or otherwise) as to (i) availability or (ii) freedom from bugs, defects or viruses. To the maximum extent permitted by law, RA excludes all representations, warranties, conditions, and other terms relating to the RA Online Platforms, except that RA commits to the following:

- RA will use commercially reasonable efforts to make the RA Online Platforms available 24 hours a day, 7 days a week except (a) during planned downtime (of which RA will give advance notice on the applicable RA Online Platform) and (b) during downtime that is the result of forces beyond RA's reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, pandemic, act of terror, strike or other labor problem (other than one involving RA employees), internet service provider failure or delay, or acts undertaken by third parties, including without limitation denial of service attacks or other cyberattacks.
- In the event of extended downtime of an RA Online Platform that materially impacts ORGANIZATION'S ability to sell Certified Product as certified, RA will use commercially reasonable efforts to provide alternative work-arounds or other solutions in order to reduce such negative impacts.

14.14.7. RA reserves the right to collect http header information and to make use of cookies on its systems for tracking and analytical purposes.

14.15. Personal Information. With respect to the collection, processing or transfer of personal information data in connection with the RA certification scheme, ORGANIZATION shall comply with any and all applicable data protection laws applicable to ORGANIZATION and/or the individual about whom the personal information will be collected, processed or transferred. Where necessary, ORGANIZATION is responsible for obtaining consent to such collection, processing or transfer of personal information.

Trademarks Schedule

The Rainforest Alliance seal, logo and name are reproduced below. These and any other Rainforest Alliance marks may only be used in accordance with these License Terms and Conditions.

TEXT MARKS:

Rainforest Alliance Rainforest

Alliance Certified

RAINFOREST ALLIANCE PEOPLE AND NATURE SEAL:



LOGO MARK:



LEGACY MARKS:

LEGACY SEAL & LABEL MARKS:



LEGACY LOGO MARKS:



Royalty Schedule

This Royalty Schedule applies to Supply Chain Actors and is subject to these License Terms and Conditions. Royalties are based upon the weight or volume listed on the Traceability Reference issued to the organization paying the royalty and charged once in each Certified Supply Chain.

Certified Farm Product	Description	Royalty Calculation Event	Organization Paying Royalty	Royalty Rate ¹
Cocoa	Cocoa Beans for Export	Traceability Reference to Exporter ² for Volumes Sold by Producer	Exporter	US\$12.90 per metric ton of Cocoa Beans
	Cocoa Beans for Local Processing	Traceability Reference to First Buyer ³ for Volumes Purchased	First Buyer	
Coffee	Green Coffee Beans for Export	Traceability Reference for Volumes Sold to Importer ⁴	Importer	US\$0.015 per pound of Green Coffee Beans (US\$33.07 per metric ton)
	Green Coffee Beans for Local Processing	Traceability Reference for Volumes Processed and/or Redeemed on RA Online Platform ⁵	Processor/ Redeemer in the country of origin	
Hazelnut	Hazelnut Kernel Equivalents (for Royalty Calculation Events on or after January 1, 2022)	Traceability Reference to Importer	Importer ⁶	€42.00 per metric ton of Hazelnut Kernel Equivalents
	Hazelnut Kernel Equivalents (for Royalty Calculation Events until December 31, 2021)	Traceability Reference to First Buyer (confirmed transaction)	First Buyer	€30.00 per metric ton of Hazelnut Kernel Equivalents
	Membership fee (supply chain actor)	Total hazelnut volumes purchased per year	All member companies in hazelnut program, except UTZ Code of Conduct certificate holders	Based on total hazelnut volumes purchased, for details: https://utz.org/wp-content/uploads/2017/06/Membership-Program-Fee-Overview.pdf (for Royalty Calculation Events until December 31, 2021)
	Membership fee (retailer)	Fixed membership fee	Retailer If the retailer is also represented as a Supply Chain Actor elsewhere in the supply chain and purchases more than 3.000 metric tons (MT) of hazelnuts in hazelnut kernels per calendar year (UTZ and non-UTZ)	€2,000/year €4,000/year (for Royalty Calculation Events until December 31, 2021)

NOTES:

¹ Where applicable, 2.20462 pounds in a kilogram is used in all calculations.

² Exporter is the organization inside country of origin that exports Cocoa Beans for onward sale or processing. Exporter may also be the producer or farm/group certificate holder. Note: In the case of export by a government body (e.g., in Ghana, Cocoa Marketing Company Ltd.), Exporter is the organization that buys Cocoa Beans from farmers and arranges sale through the government body (e.g., in Ghana, Licensed Buying Company).

³ First Buyer is the organization inside country of origin that first buys Cocoa Beans for local processing.

⁴ Importer is the organization outside country of origin that first buys Green Coffee Beans for onward sale or processing.

⁵ Refers to coffee processed in same country where it was grown.

⁶ Importer is the organization outside country of origin that first buys hazelnuts for onward sale or processing.

Certified Farm Product	Description	Royalty Calculation Event	Organization Paying Royalty	Royalty Rate ¹
Herbal Infusions including Rooibos	Dried Herbal Ingredients	Volumes Processed, Packed or Blended by Packer ⁷	Packer	€22.50 per metric ton of Dried Herbal Infusion Ingredients
Tea	Made Leaf Tea	Traceability Reference for Volumes Processed or Blended	Processor/ Blender ⁸	US\$0.0125 per kilogram of Made Leaf Tea (US\$12.50 per metric ton)
FRESH FRUIT				
Bananas	Bananas for Export	Traceability Reference for Volumes Sold to Importer ⁹	Importer	US\$0.02 per 18.14 kilogram box of Bananas (US\$1.10 per metric ton)
	Branded Bananas for Export or Bananas for Local Consumption	Traceability Reference for Volumes Sold by Brand Owner / Packer ¹⁰	Brand Owner / Packer	
Pineapple	Fresh Pineapples for Export	Traceability Reference for Volumes Sold to Importer	Importer ¹¹	US\$3.00 per metric ton of fresh pineapples (for Royalty Calculation Events on or after January 1, 2022)
	Branded Pineapples for Export or Pineapples for Local Consumption	Traceability Reference for Volumes Sold by Brand Owner / Packer ¹²	Brand Owner / Packer	
Other fresh fruits	Fresh Fruit for Export	Traceability Reference for Volumes sold to Importer	Importer ¹³	US\$5.00 per metric ton of fresh fruit (for Royalty Calculation Events on or after January 1, 2022)
	Branded Fresh Fruit for Export or Fresh Fruit for Local Consumption	Traceability Reference for Volumes Sold by Brand Owner / Packer ¹⁴	Brand Owner / Packer	
PROCESSED FRUIT				
Orange juice	Orange Juice Soluble Solids for Processing	Traceability Reference for Volumes of Soluble Solids Sold by First Processor ¹⁵	Importer ¹⁶ / First Buyer of processed orange products	US\$0.015 per pound of Soluble Solids (US\$33.07 per metric ton at 100 Brix)

⁷ Packer is the organization that packs herbal infusions as finished consumer product. Herbal infusion ingredients include herbs, spices, dried fruits, flowers, and other botanical ingredients, including, for example, rooibos, mint, chamomile, hibiscus, apple pieces, cinnamon or orange peel.

⁸ Blender is the organization that mixes or processes different packages of Made Leaf Tea (or Made Leaf Tea equivalent weight in the case of instant tea), breaking up the original garden invoice/chop number into a blend or alternative product.

⁹ Importer is the organization outside country of origin that first buys Bananas for onward sale or processing, including retailers or other organizations that import Bananas directly. Royalties apply to Traceability References sold to importer less any volumes declared as "Sold as non RA Certified", "Loss" or commercial waste as declared on the RA Online Platform.

¹⁰ Brand Owners / Packers may elect to pay for Royalties on volumes of Bananas bearing their own brand and being sold as RA Certified. Subsequent buyers or importers of Branded Bananas will not be charged when the Brand Owner has already paid the royalty. Bananas for local consumption are also subject to royalty as long as they are sold as RA Certified.

¹¹ Importer is the organization outside country of origin that first buys pineapple for onward sale or processing.

¹² Brand Owners / Packers may elect to pay for Royalties on volumes of Pineapples bearing their own brand and being sold as RA Certified. Subsequent buyers or importers of Branded Pineapples will not be charged when the Brand Owner has already paid the royalty. Pineapples for local consumption are also subject to royalty as long as they are sold as RA Certified.

¹³ Importer is the organization outside country of origin that first buys the fresh fruit for onward sale or processing.

¹⁴ Brand Owners / Packers may elect to pay for Royalties on volumes of Fresh Fruit bearing their own brand and being sold as RA Certified. Subsequent buyers or importers of Branded Fresh Fruit will not be charged when the Brand Owner has already paid the royalty. Fresh Fruit for local consumption are also subject to royalty as long as they are sold as RA Certified.

¹⁵ First Processor is the organization that first converts fresh fruit into puree or juice. Soluble Solids are calculated using Corrected Brix.

¹⁶ Importer is the organization outside country of origin that first buys puree or juice for onward sale or processing.

Certified Farm Product	Description	Royalty Calculation Event	Organization Paying Royalty	Royalty Rate¹
Banana Puree	Soluble Solids of Banana puree for processing	Traceability Reference for Volumes of Soluble Solids Sold by First Processor ¹⁵	Importer ¹⁶ / First Buyer of processed banana products	US\$ 0.005 per pound of Soluble Solids) <i>(for Royalty Calculation Events on or after January 1, 2022)</i>
Other processed fruits (juices, purees)	Soluble Solids of fruits for processing	Traceability Reference for Volumes of Soluble Solids Sold by First Processor ¹⁵	Importer ¹⁶ / First Buyer of processed fruit products	US\$0.015 per pound of Soluble Solids <i>(for Royalty Calculation Events on or after January 1, 2022)</i>
Canned pineapple	Drained weight	Traceability Reference for Volumes of Soluble Solids Sold by First Processor ¹⁵	Importer ¹⁶ / First Buyer of processed fruit products	US\$1.00 per metric ton of drained weight <i>(for Royalty Calculation Events on or after January 1, 2022)</i>
OILS AND FATS				
Coconut Oil	Crude Coconut Oil	Traceability Reference to First Buyer of Crude Coconut Oil ¹⁷	Exporter / Crusher	US\$25.00 per metric ton of Crude Coconut Oil <i>(for Royalty Calculation Events on or after July 1, 2021).</i>

¹⁷ First Buyer is the organization (or refinery) that buys the crude coconut oil inside or outside the country of origin.