Introduction

1. Stichting Rainforest Alliance, and its subsidiary Rainforest Alliance B.V., both Dutch legal entities based at the De Ruyterkade 6, 1013 AA Amsterdam, the Netherlands, also known as and referred to as “UTZ”, operate a worldwide certification and traceability program to promote sustainable farming.

2. The UTZ General Terms and Conditions (“Terms and Conditions”) are binding upon all registered UTZ members (“Members”) in their dealings with UTZ. They cover the various steps of the UTZ program, including registration, audits and certification, traceability, labelling and claiming. Reference is made to specific UTZ documentation describing in detail the rules and procedures of the UTZ program, all forming an integral part of the Terms and Conditions:
   - Code of Conduct (Core Codes and Product Modules)
   - Chain of Custody
   - Certification Protocol
   - Labeling and Trademark Policy
   - Membership and Program Fees Overviews
   - Grievance Procedure

Registration

3. Registration as an UTZ member is open to farmers or farmer groups (“Producers”), and to subsequent actors in the supply chain, such as buyers, traders, manufacturers and retailers (“Supply Chain Actors”).

4. A Member who is registered, but not yet certified or licensed to sell or trade products as UTZ certified, is not allowed to use the UTZ Certified trademark and logo (“UTZ Trademarks”), or to make any sustainability or similar claim. However, such a Member may publicly refer to its UTZ membership as long it is made clear that the membership serves the purpose of becoming certified or licensed to sell or trade UTZ certified products in the future.

Certification

5. After registration, a Member can become a certified Member by completing the audit and certification process as set forth in the Certification Protocol.

6. The audit and certification process has the purpose to verify that a Member complies with the applicable UTZ Standard. A producer, who wishes to produce and sell UTZ certified products, must comply with the Code of Conduct. A Supply Chain Actor, who wishes to trade and sell UTZ certified products, must comply with the Chain of Custody.

Trademark and UTZ Traceability System License

7. A certified Member receives a license (“UTZ License”) to use the UTZ Trademarks and to use the UTZ Traceability System, subject to the Terms and Conditions and for the duration of the certificate.

8. UTZ grants an UTZ License to Supply Chain Actors who are exempted from Chain of Custody certification in accordance with the provisions of the Certification Protocol, subject to the Terms and Conditions and for the duration of the membership. If a Member anticipates that it will no longer meet the conditions for being exempted from a Chain of Custody Standard audit, the Member will notify UTZ, and will take the necessary steps to obtain the Chain of Custody Standard certification.
9. Supply Chain Actors who do not need to use the UTZ Traceability System, in accordance with the provisions of the Certification Protocol, are licensed to use the UTZ Trademarks, subject to the Terms and Conditions and for the duration of the membership.

10. Without a valid license, a Member cannot sell, ship or deliver any product as UTZ certified, or otherwise use the UTZ Trademarks or the UTZ Traceability System.

**UTZ Trademarks**

11. The Member acknowledges that the UTZ Trademarks serve the main purpose of indicating the certified origin of products, ingredients or equivalent volumes, and will refrain from any action that may jeopardize the reputation or the main purpose of the UTZ Trademarks.

12. The Member adheres to the applicable Labelling and Trademark Policy that contains rules and guidelines for on-pack and off-pack use of the UTZ Trademarks.

13. UTZ is allowed to use the Member’s trade names, trademarks and logos, in a respectful and reasonable manner, for promotional and communication purposes for the duration of the membership.

**UTZ Traceability System**

14. The Member registers the transactions of certified products in the UTZ Traceability System, in accordance with relevant guidelines provided.

15. The Member acknowledges that the UTZ Traceability System serves the main purpose of monitoring credibility by administering transactions in certified products or equivalent volumes.

16. The Member will refrain from any action that may jeopardize the credibility, the purpose or the functionality of the UTZ Traceability System. User names and passwords are to be kept confidential and cannot be transferred to other users without prior written consent from UTZ. Members will not use the UTZ Traceability System:
   - to circumvent or manipulate the fee structure, the billing process, or fees owed to UTZ,
   - 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 UTZ, or the interests or property of other users of the UTZ Traceability System,
   - to copy, modify or distribute rights or content from the UTZ Traceability System,
   - to harvest or otherwise collect information about users, including email addresses, without their consent.

17. UTZ takes no responsibility and assumes no liability for any content posted in the UTZ Traceability System by any Member. UTZ is not a party to any agreements entered into between Members in the context of the UTZ program.

18. UTZ reserves the right to collect http header information and to make use of cookies on its systems for tracking and analytical purposes.
Membership and program fee

19. To cover for the costs of operating the UTZ program, UTZ charges a program fee based on traded volumes. For certain commodities UTZ charges, next to the program fee, a yearly membership fee. The Membership and Program Fees Overviews state the actual amount of the membership and program fee and also which Supply Chain Actor at what stage of the supply chain needs to pay the program fee.

20. The Member agrees to pay the applicable membership and program fees as set forth in the Membership and Program Fees Overviews, and to inform UTZ of any change in volume that affects the amount of the fee to be paid.

Payment conditions

21. Invoices for membership fees and program fees need to be paid within 30 days after the date of invoicing.

22. The costs of remitting payment to UTZ are borne by the Member. UTZ will not accept any deduction from invoices to cover for bank charges, including intermediary bank charges.

23. The Member shall bear all taxes and other governmental charges relating to or arising under these Terms and Conditions ("Taxes"), 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 relating to or on fees payable by the Member to UTZ. The Member agrees that all fees paid hereunder are to be received in full by UTZ without deduction of any Taxes. Should the Member be required by law to withhold any Taxes on the amounts payable to UTZ, then such amounts shall be grossed up so that the net amount received by UTZ shall be equal to the fees prescribed herein. Any additional amount payable under this section must be paid to UTZ at the same time as the original fees are paid.

24. In the event of late payment, UTZ is entitled to charge statutory interest, penalties up to 10% of the invoiced amount as well as the internal and external costs of debt collection. In case of late payment, UTZ is also entitled to suspend the UTZ License and to revoke access to the UTZ Traceability System until all payments due are received, and eventually to terminate membership.

Confidentiality

25. Members and UTZ agree, for a period of five years upon disclosure, to keep confidential any information that is marked as, or is deemed to be confidential. Confidential information does not include information, to be evidenced by the party who receives the information, that:
- was known to the receiving party prior to disclosure;
- is or becomes publicly available through no fault of the receiving party;
- is rightfully received from a third party without a duty of confidentiality.

26. Access to confidential information is restricted to those employees, consultants, attorneys or advisors in so far necessary for operating the UTZ program, and under the same confidentiality conditions.

27. For the purpose of (market) research, monitoring and evaluation, as well as statistical analysis and reporting, UTZ may collect and use data provided by the Members. UTZ will keep data secure and will only use anonymized data with no identifiers for external publication. Aggregated and anonymized data is not considered confidential information within the meaning of these Terms and
Conditions. UTZ is not responsible or liable for any identifiability due to Member scarcity in certain regions.

28. For the purpose of verifying compliance with the Terms and Conditions, data integrity and sector credibility, and only under the same confidentiality conditions, UTZ may share or crosscheck reported information with other organizations, such as certification and traceability organizations or research organizations, among others for the detection of double counting or double selling and for the detection of infringements to the UTZ Standards and Protocols.

29. For the purpose of transparency, the following information can be shared or be made publicly available: name, country, product (e.g. coffee), role in supply chain (e.g. producer), number of ha, Member ID, certification and license status, audit results, traceability level (e.g. mass balance).

30. The Terms and Conditions shall not prohibit disclosure of confidential information to the extent that such disclosure is required by law, by government or by court order.

Responsible conduct

31. The Member commits to being a good and reliable partner to other Members in the supply chain, and to adhere to agreements made with other Members.

32. The Member 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 a Member 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.

Termination

33. The Member may terminate the membership, and must do so by giving a one-month written notice.

34. UTZ may suspend or terminate membership or the UTZ License if:
   - the Member acts in breach of these Terms and Conditions;
   - the Member is no longer certified;
   - the Member no longer meets the criteria for being exempted from being certified;
   - the Member fails to comply with the obligations towards UTZ;
   - the Member enters into an arrangement with or for the benefit of its creditors, goes into administration, receivership of administrative receivership, is declared bankrupt or is dissolved or otherwise ceases to carry on business;
   - there is any other circumstance that reasonably justifies suspension or termination, e.g. because the reputation of UTZ, its members or its partners is at stake.

35. Upon termination, there will be no refund of invoiced program fees or membership fees for the running calendar year, and the Member will close its account in the UTZ Traceability System in accordance with the relevant guidelines provided.

Final provisions

36. UTZ will not be liable for any damages arising from the Members' taking part in the program, using the systems or the UTZ Trademarks, or for any other reason, except where such damages result from willful misconduct or gross negligence on the part of UTZ or its senior management. As such and without limiting the foregoing, UTZ explicitly disclaims any liability for damages resulting from any malfunctioning or incorrect information in its systems (including the UTZ Traceability System),
from any loss of data, from any use of the UTZ Trademarks, or from any false or unjustified UTZ product claim in any stage of the supply chain.

37. UTZ reserves the right to audit or have audited Members for compliance with the Terms and Conditions, and Members will fully cooperate to such audits. If such an audit discloses a discrepancy with the provided information, the Member shall pay for the costs of the audit and shall take the steps as deemed necessary by UTZ.

38. Grievances, that is any complaint, issue, concern, problem, claim or suggestion that a Member may have, are submitted and handled in accordance with the Grievance Mechanism.

39. UTZ reserves the right to communicate program related content to Members.

40. UTZ reserves the right to make amendments or additions to the Terms and Conditions and the cited reference documents. Substantial changes will always be communicated to the Members. The most recent version of the Terms and Conditions is always to be found at www.utz.org.

41. Dutch law applies to the Terms and Conditions and the Amsterdam courts have exclusive jurisdiction.