

## **THE GREENPALM PROGRAMME MEMBERSHIP RULES**

### **1. Introduction**

- 1.1 The GreenPalm Programme supports the production of sustainable crude palm oil (“CPO”) and crude palm kernel oil (“CPKO”) in accordance with the principles and criteria of the Roundtable On Sustainable Palm Oil (“RSPO”) by providing an infrastructure for members to make direct payments to producers of RSPO verified sustainable CPO and CPKO. The GreenPalm Programme is operated by GreenPalm and is exclusively endorsed by RSPO.
- 1.2 The GreenPalm Programme is operated in accordance with these rules.
- 1.3 Membership of the GreenPalm Programme is open to producers of RSPO verified sustainable CPO or CPKO and those who process or use palm oil or palm kernel oil or wish to support the production of RSPO verified sustainable CPO or CPKO, including refiners, End Users or Retailers.
- 1.4 These rules govern all aspects of membership of the GreenPalm Programme and in applying for membership of the GreenPalm Programme all applicants agree to accept and be bound by these rules. All decisions about membership and the interpretation of these rules will be taken exclusively by GreenPalm.
- 1.5 Subject to rule 1.6 below, these rules set out the obligations of members of the GreenPalm Programme in connection with their membership. These obligations are owed to GreenPalm. These rules do not in themselves create rights duties or obligations against or owed by members to third parties, or rights or obligations between members themselves. The obligations accepted by members in these rules shall not be taken as evidence that any member accepts a duty of care in favour of any person other than GreenPalm in respect of the subject matter of these rules.
- 1.6 When a Seller and Buyer of GreenPalm Certificates enter into a contract for the sale and purchase of GreenPalm Certificates in accordance with these rules and the Brokerage Conditions, that contract is a legally binding contract between the parties.
- 1.7 Terms used in these rules have the meanings given to them in, and these rules shall be interpreted in accordance with, Schedule One.

### **2. Roundtable On Sustainable Palm Oil**

- 2.1 RSPO is a voluntary organisation established to advance the production and use of sustainable CPO and CPKO, whose members include CPO and CPKO producing companies representing more than 30% of world CPO and CPKO production.

### **3. The GreenPalm Programme**

- 3.1 The GreenPalm Programme covers CPO and CPKO. GreenPalm issues separate GreenPalm Certificates for CPO and CPKO and operates a separate market for each type of GreenPalm Certificate. The different types of GreenPalm Certificate are not interchangeable and transactions in each type of GreenPalm Certificate are separate and distinct. The GreenPalm Programme is operated via the Website and there are separate sections of the Website for the sale and purchase of each type of GreenPalm Certificate.
- 3.2 A Producer may apply to register on the Website GreenPalm Certificates relating to RSPO verified sustainable CPO or CPKO production. GreenPalm may accept or reject all or part of any such

application. Registration of any such GreenPalm Certificates will be effective from the date on which GreenPalm confirms registration of such GreenPalm Certificates by notice in writing to the Producer. A Producer may notify GreenPalm from time to time through the Website that it wishes to sell some or all of the registered GreenPalm Certificates by means of a Market Sale or by electronic mail that it wishes to sell some or all of the registered GreenPalm Certificates by means of an Off Market Sale.

- 3.3 GreenPalm Certificates can be sold through the Website by a Market Sale or an Off Market Sale to members of the GreenPalm Programme who wish to buy them.
- 3.4 All sales and purchases of GreenPalm Certificates are made in accordance with the Brokerage Conditions. A Buyer may not buy less than 25 GreenPalm Certificates in any single transaction.
- 3.5 Each Buyer of GreenPalm Certificates can resell some or all of those GreenPalm Certificates to another Buyer who is a member of the GreenPalm Programme or Redeem those GreenPalm Certificates in accordance with these rules and, following such Redemption, make a Redemption Claim of support for the GreenPalm Programme as permitted by these rules.
- 3.6 A Buyer of a GreenPalm Certificate may not resell that GreenPalm Certificate after it has been Redeemed.
- 3.7 Retailers who are members of the GreenPalm Programme may buy, sell and redeem GreenPalm Certificates and make a Redemption Claim in respect of Redeemed GreenPalm Certificates in accordance with these rules. In addition, a Retailer may make a Retailer Claim in accordance with these rules.
- 3.8 If in any calendar year a Producer produces less RSPO verified sustainable CPO or CPKO (after deducting CPO or CPKO, as applicable, sold via other RSPO approved schemes) than the quantity for which GreenPalm Certificates relating to that calendar year have been registered by that Producer, GreenPalm will reduce the number of registered GreenPalm Certificates to the produced net volume of RSPO verified sustainable CPO or CPKO, as applicable, by cancelling the appropriate number of certificates, as soon as becoming aware of the shortfall and in any event within three months of the end of the calendar year.
- 3.9 If in any calendar year a Producer produces less RSPO verified sustainable CPO or CPKO (after deducting CPO or CPKO, as applicable, sold via other RSPO approved schemes) than the quantity for which GreenPalm Certificates relating to that calendar year have been sold by that Producer, not later than three months after the end of that calendar year the Producer will buy through the Website and cancel GreenPalm Certificates equal to the shortfall.
- 3.10 If a Producer does not buy and cancel GreenPalm Certificates equal to the shortfall not later than three months after the end of the relevant calendar year in accordance with rule 3.9, in the following calendar year and thereafter, as necessary, GreenPalm will cancel a number of GreenPalm Certificates registered by the Producer equal to the shortfall.
- 3.11 On 31 March in each calendar year GreenPalm will cancel all GreenPalm Certificates registered by Producers in respect of the preceding calendar year which have not been sold.
- 3.12 Where the Producer or GreenPalm cancels GreenPalm Certificates in accordance with rule 3.8, 3.10 or 3.11, any Offer to Sell in respect of such GreenPalm Certificates shall be removed from the Website.
- 3.13 For the avoidance of doubt, any shortfall relating to CPO or CPKO must be made good by the purchase or cancellation of GreenPalm Certificates relating to CPO or CPKO, as applicable, and

cannot be made good by any excess production of or the purchase or cancellation of GreenPalm Certificates relating to any other type of oil.

3.14 Notwithstanding rules 3.8 to 3.10, GreenPalm may in its discretion:

3.14.1 suspend that Producer's membership of the GreenPalm Programme and the provisions of rule 16 shall apply; and/or

3.14.2 instead of or following suspension in accordance with rule 3.14.1, terminate the Producer's membership of the GreenPalm Programme in accordance with rule 18.1 and the provisions of rule 18.2 and 18.3 shall apply; and

3.14.3 publish in the Public Section of the Website the fact of the suspension or termination of the Producer's membership of the GreenPalm Programme, as applicable, and the date of such suspension or termination.

#### **4. Membership of the GreenPalm Programme**

4.1 An organisation wishing to become a member of the GreenPalm Programme may apply for membership through the Website.

4.2 In making an application the applicant agrees:

4.2.1 that GreenPalm will use the information provided in the application to carry out checks on the identity of the applicant and, where applicable, those employees details of whom are included in the application, the credit rating of the applicant and other matters relevant to membership; and

4.2.2 that all Brokerage Services provided by GreenPalm Brokerage will be provided on the terms of the Brokerage Conditions.

4.3 GreenPalm reserves the right to refuse membership of the GreenPalm Programme to any person or organisation without giving any reason for such refusal.

4.4 Applicants other than RSPO members will pay a non-refundable registration fee, payable at the time of application, of \$500 plus value added tax, or such other sum as may be specified on the Website from time to time.

4.5 GreenPalm is not responsible or liable for collecting and/or accounting for any value added tax which may be payable to any authority by the Seller or the Buyer in respect of the sale of GreenPalm Certificates. Each member of the GreenPalm Programme agrees to indemnify and keep indemnified GreenPalm against all liability, fines, costs and expenses suffered or incurred or agreed to be paid by GreenPalm as a result of that member's failure to comply with any value added tax obligations of that member.

#### **5. Producers**

5.1 Each Producer agrees:

5.1.1 to abide by these rules;

5.1.2 not to sell GreenPalm Certificates other than through the Website;

- 5.1.3 that in each calendar year the total of sales of GreenPalm Certificates relating to that calendar year and sales of CPO or CPKO by the Producer during that calendar year through other RSPO approved schemes for the support or promotion of sustainable CPO or CPKO production will not exceed the volume of RSPO verified sustainable CPO or CPKO produced by the Producer during that calendar year;
  - 5.1.4 within three months after the end of each calendar year to provide to GreenPalm details of the volume of RSPO verified sustainable CPO or CPKO produced by that Producer during that calendar year and to make a declaration to GreenPalm that the total of registered GreenPalm Certificates relating to that calendar year and sales of CPO or CPKO by the Producer during that calendar year through other RSPO approved schemes for the support or promotion of sustainable CPO or CPKO production do not exceed the volume of RSPO verified sustainable CPO or CPKO produced by the Producer during that calendar year;
  - 5.1.5 that it may disclose the fact that it has sold GreenPalm Certificates to the other party to an Off Market Sale but will keep confidential the terms of any Off Market Sale entered into by the Producer and any confidential information which it may learn as a result of membership of the GreenPalm Programme whether disclosed orally or in writing and whether or not such information is expressly stated to be confidential or marked as such; and
  - 5.1.6 to use any confidential information which it may learn as a result of membership of the GreenPalm Programme only for the purposes of the GreenPalm Programme and not for any other purpose.
- 5.2 Each Producer grants to GreenPalm a non-exclusive licence and permission to use and disclose the terms of any Off Market Sale entered into by the Producer and grants to GreenPalm and to any other member a non-exclusive licence and permission to use and disclose any other information provided in connection with the GreenPalm Programme by that Producer or on its behalf to the extent necessary for the operation of the GreenPalm Programme including for the avoidance of doubt details of the other party to any Off Market Sale.

## **6. Members other than Producers**

- 6.1 Each member of the GreenPalm Programme who is not a Producer agrees:
- 6.1.1 to abide by these rules;
  - 6.1.2 not to buy or sell GreenPalm Certificates other than through the Website;
  - 6.1.3 within three months after the end of each calendar year to provide to GreenPalm details of:
    - 6.1.3.1 GreenPalm Certificates Redeemed by the member and the products to which the Redeemed GreenPalm Certificates relate;
    - 6.1.3.2 the volume of CPO or CPKO, as applicable, in respect of which the member has made Redemption Claims during that calendar year; and
    - 6.1.3.3 details of such Redemption Claims; and
    - 6.1.3.4 the dates on or between which the Redemption Claims were made.
  - 6.1.4 within three months after the end of each calendar year to provide to GreenPalm:

6.1.4.1 a copy of information provided to it by an End User member of the GreenPalm Certificates Redeemed by the End User member in respect of the products for which the Retailer member has made Retailer Claims;

6.1.4.2 details of all Retailer Claims made by the member during that calendar year; and

6.1.4.3 the dates on or between which the Retailer Claims were made.

6.1.5 that it may disclose the fact that it has bought GreenPalm Certificates from or sold GreenPalm Certificates to the other party to an Off Market Sale but will keep confidential the terms of any Off Market Sale entered into by the member and any confidential information which it may learn as a result of membership of the GreenPalm Programme whether disclosed orally or in writing and whether or not such information is expressly stated to be confidential or marked as such; and

6.1.6 to use any confidential information which it may learn as a result of membership of the GreenPalm Programme only for the purposes of the GreenPalm Programme and not for any other purpose.

6.2 Each member of the GreenPalm Programme which is not a Producer grants to GreenPalm a non-exclusive licence and permission to use and disclose the terms of any Off Market Sale entered into by the member and grants to GreenPalm and to any other member a non-exclusive licence and permission to use and disclose any other information provided in connection with the GreenPalm Programme by that member or on its behalf to the extent necessary for the operation of the GreenPalm Programme including for the avoidance of doubt details of the other party to any Off Market Sale.

## **7. Obligations of GreenPalm**

7.1 GreenPalm will:

7.1.1 operate the GreenPalm Programme through the Website in accordance with these rules;

7.1.2 provide Brokerage Services for the sale and purchase of GreenPalm Certificates in accordance with its Brokerage Conditions from time to time;

7.1.3 operate the Website; and

7.1.4 display in the Members' Section of the Website the information specified in rule 8.1.

## **8. Website and Passwords**

8.1 GreenPalm will display in the Members' Section of the Website:

8.1.1 for each member an account of the GreenPalm Certificates registered, sold, purchased and Redeemed by that member, uncompleted sales and purchases and cash balance; and

8.1.2 in respect of each sale and purchase of GreenPalm Certificates, the number of GreenPalm Certificates purchased, the Accepted Price and the balance of account.

8.2 GreenPalm Brokerage will display in the Public Section of the Website in respect of each Producer the volume of GreenPalm Certificates registered by that Producer for each calendar year and in

respect of Redemption of GreenPalm Certificates, the name of the holder and the number of GreenPalm Certificates Redeemed for each calendar year.

- 8.3 Each member of the GreenPalm Programme shall be able to access its own account on the Website by using its Password and User Name. Each member shall keep confidential its Password and Username and not disclose them to any third party.
- 8.4 GreenPalm may change the Website from time to time.
- 8.5 Each member agrees that any terms of use or other terms displayed on the Website from time to time shall apply in respect of each member's use of the Website.

## **9. Redemption**

- 9.1 Any member who holds one or more GreenPalm Certificates can Redeem those GreenPalm Certificates by giving notice to GreenPalm in accordance with this rule 9.
- 9.2 The member must notify GreenPalm through the Website of the GreenPalm Certificates it wishes to Redeem.
- 9.3 Following receipt of notice of Redemption, GreenPalm will:
  - 9.3.1 transfer those GreenPalm Certificates to the section of that member's account containing details of Redeemed GreenPalm Certificates; and
  - 9.3.2 record the Redemption on the separate register of Redeemed GreenPalm Certificates on the Public Section of the Website.
- 9.4 The holder of a GreenPalm Certificate shall be deemed to have Redeemed that GreenPalm Certificate in accordance with these rules on expiry of the period of three months from the end of the calendar year to which the GreenPalm Certificate relates.

## **10. Redemption Claims**

- 10.1 A member who has Redeemed or is deemed to have Redeemed GreenPalm Certificates in accordance with rule 9 can make a Redemption Claim relating to those GreenPalm Certificates in respect of:
  - 10.1.1 the processing of quantities of CPO or CPKO, as applicable, equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme; or
  - 10.1.2 the manufacture or sale of products containing quantities of palm oil or palm kernel oil equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme; or
  - 10.1.3 the provision of services in relation to products containing quantities of palm oil or palm kernel oil equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme.
- 10.2 GreenPalm Certificates are issued in respect of tonnes of CPO or CPKO. When calculating the quantity of palm oil or palm kernel oil which is equivalent to a number of GreenPalm Certificates, a conversion rate will be used assuming a 94% yield from crude to refined palm oil or palm kernel oil,

as applicable, so for any Redemption Claim made in respect of 94 tonnes of refined oil or its fractions, GreenPalm Certificates equivalent to 100 tonnes of CPO or CPKO, as applicable, would need to be Redeemed.

- 10.3 No person other than a holder of Redeemed GreenPalm Certificates may make a Redemption Claim.
- 10.4 Each member is responsible for ensuring that the content of any Redemption Claim that it makes is true and accurate and is not misleading and that the Redemption Claim complies with all statutory requirements and codes of practice relevant to such Redemption Claim.
- 10.5 GreenPalm shall not be liable to any member or any third party in respect of any loss or damage, costs or expenses suffered or liability incurred as a result of a Redemption Claim made by any member and each member making a Redemption Claim agrees to indemnify GreenPalm in respect all such loss, damage, costs, expenses and liability.
- 10.6 Redemption Claims must comply with guidance issued by GreenPalm from time to time. At the request of GreenPalm a member shall amend, withdraw and/or issue a corrective statement in respect of a Redemption Claim which in the reasonable opinion of GreenPalm contravenes these rules or any guidance issued by GreenPalm from time to time.

## **11. Overclaiming**

- 11.1 For the purpose of these rules “Overclaim” means that in any calendar year a member makes Redemption Claims in respect of processing, products and/or services in excess of the number of GreenPalm Certificates relating to that calendar year Redeemed by that member under the GreenPalm Programme.
- 11.2 If a member Overclaims, within three months of the end of the calendar year to which the Redeemed GreenPalm Certificates relate the member shall purchase and Redeem the number of GreenPalm Certificates relating to the same calendar year required to ensure that the member has purchased and Redeemed the number of GreenPalm Certificates relating to that calendar year required to justify the Redemption Claims. If the information provided to GreenPalm in accordance with rule 6.1.3 indicates that the member has failed to do so GreenPalm shall be entitled in its discretion:
  - 11.2.1 to suspend that member’s membership of the GreenPalm Programme and the provisions of rule 16 shall apply; and/or
  - 11.2.2 instead of or following any suspension in accordance with rule 11.2.1 above, to terminate that member’s membership of the GreenPalm Programme in accordance with rule 18.1 and the provisions of rules 18.2 and 18.3 shall apply; and
  - 11.2.3 to publish in the Public Section of the Website the fact of the suspension or termination of the member’s membership of the GreenPalm Programme and the date of such suspension or termination.

## **12. Retailer Claims**

- 12.1 A Retailer member may make a Retailer Claim in accordance with these rules in respect of any product produced or supplied by an End User member in respect of which that End User member has bought and Redeemed GreenPalm Certificates. A Retailer member may not make a Retailer Claim for a product unless an End User member has bought and Redeemed GreenPalm Certificates in respect of that product.

- 12.2 Prior to making a Retailer Claim in respect of a product, a Retailer member must obtain written confirmation from the End User member that the End User member has bought and Redeemed GreenPalm Certificates in respect of that product. On request the Retailer will provide to GreenPalm a copy of such confirmation.
- 12.3 Each Retailer member is responsible for ensuring that the content of any Retailer Claim that it makes is true and accurate and is not misleading and that the Retailer Claim complies with all statutory requirements and codes of practice relevant to such Retailer Claim.
- 12.4 GreenPalm shall not be liable to any member or any third party in respect of any loss or damage, costs or expenses suffered or liability incurred as a result of a Retailer Claim made by any Retailer member and each Retailer member making a Retailer Claim agrees to indemnify GreenPalm in respect all such loss, damage, costs, expenses and liability.
- 12.5 Retailer Claims must comply with guidance issued by GreenPalm from time to time. At the request of GreenPalm a Retailer member shall amend, withdraw and/or issue a corrective statement in respect of a Retailer Claim which in the reasonable opinion of GreenPalm contravenes these rules or any guidance issued by GreenPalm from time to time.
- 12.6 If a Retailer member makes a Retailer Claim other than in accordance with these rules GreenPalm shall be entitled in its discretion:
- 12.6.1 to suspend that member's membership of the GreenPalm Programme and the provisions of rule 16 shall apply; and/or
- 12.6.2 instead of or following any suspension in accordance with rule 12.6.1 above, to terminate that member's membership of the GreenPalm Programme in accordance with rule 18.1 and the provisions of rules 18.2 and 18.3 shall apply; and
- 12.6.3 to publish in the Public Section of the Website the fact of the suspension or termination of the member's membership of the GreenPalm Programme and the date of such suspension or termination.

### **13. Right to use the GREENPALM Trade Mark**

- 13.1 Each member:
- 13.1.1 is authorised to use the GREENPALM Trade Mark in accordance with Schedule Two and the GREENPALM Trade Mark Guidance in relation to Redemption Claims and Retailer Claims made in accordance with these rules; and
- 13.1.2 agrees to comply with the requirements of Schedule Two and the GREENPALM Trade Mark Guidance.
- 13.2 If a member fails to comply with the requirements of Schedule Two or the GREENPALM Trade Mark Guidance, or uses the GREENPALM Trade Mark other than in respect of Retailer Claims for products in respect of which GreenPalm Certificates have been Redeemed in accordance with these rules or in respect of Redemption Claims equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme, GreenPalm shall be entitled:
- 13.2.1 to suspend that member's membership of the GreenPalm Programme and the provisions of rule 16 shall apply; and/or

- 13.2.2 instead of or following any suspension in accordance with rule 13.2.1 above, to terminate that member's membership of the GreenPalm Programme in accordance with rule 18.1 and the provisions of rules 18.2 and 18.3 shall apply; and
- 13.2.3 to publish in the Public Section of the Website the fact of the suspension or termination of the member's membership of the GreenPalm Programme and the date of such suspension or termination.

#### **14. Audit and Inspection Rights**

- 14.1 Each member who buys and Redeems GreenPalm Certificates agrees to keep separate true and accurate records and books of account containing all information necessary for the determination of the number and type of Redemption Claims made by it, its use of the GREENPALM Trade Mark and verification that the Redemption Claims and use of the GREENPALM Trade Mark relate only to the GreenPalm Certificates Redeemed by that member in accordance with these rules.
- 14.2 Each Retailer member who makes Retailer Claims agrees to keep separate true and accurate records and books of account containing all information necessary for the determination of the number and type of Retailer Claims made by it, its use of the GREENPALM Trade Mark and verification that GreenPalm Certificates have been Redeemed in respect of the products to which the Retailer Claims relate.
- 14.3 The records and books of account shall upon reasonable notice by GreenPalm be open at all reasonable times during business hours for inspection by GreenPalm or its duly authorised agent for the purpose of verifying the accuracy of the information supplied to GreenPalm under rule 6.1.3 or rule 6.1.4, as applicable, that the Redemption Claims and use of the GREENPALM Trade Mark relate only to the GreenPalm Certificates Redeemed by that member in accordance with these rules and that Retailer Claims and the use of the GREENPALM Trade Mark relate only to Retailer Claims in respect of products for which the End User has Redeemed GreenPalm Certificates. The representative may take copies of the records and books of account.
- 14.4 Each Redeeming member or Retailer member shall permit GreenPalm or their representatives on reasonable notice at all reasonable times during business hours to enter upon any premises owned or occupied by the member for the purposes of ascertaining whether these rules are being complied with.
- 14.5 Where a Redeeming member makes a Redemption Claim in respect of products produced for that member by a third party, the Redeeming member shall procure that any person, firm or company who produces such products permits GreenPalm or its representatives on reasonable notice at all reasonable times during business hours to enter upon any premises at which such products are produced or stored for the purposes of ascertaining whether these rules are being complied with.
- 14.6 The reasonable cost of such inspections shall be borne by the member and the member shall be given an estimate of such costs before or at the time of the inspection.

#### **15. Communication with Members**

- 15.1 Members must communicate with GreenPalm through the Website or by electronic mail.
- 15.2 GreenPalm will communicate with members through the Website or by electronic mail.
- 15.3 If GreenPalm changes the Website or any domain name used in relation to the GreenPalm Programme, it will notify members of such changes by electronic mail.

15.4 All communications between GreenPalm and members will be in the English language.

## **16 Suspension of Membership**

16.1 If GreenPalm suspends a member's membership of the GreenPalm Programme in accordance with these rules, during the period of suspension the suspended member may not:

16.1.1 make any Redemption Claims in relation to Redeemed GreenPalm Certificates;

16.1.2 Redeem any GreenPalm Certificates held by the member which have not been Redeemed prior to the suspension; or

16.1.3 buy or sell any GreenPalm Certificates or enter into an Off Market Sale and any negotiations for which an Off Market Sale has not been entered into prior to the suspension shall be deemed withdrawn; or

16.1.4 make any Retailer Claims.

## **17. Termination of Membership by a Member**

17.1 A member may terminate its membership of the GreenPalm Programme by not less than six months' notice in writing to GreenPalm ("the Notice Period").

17.2 During the Notice Period the member ("the terminating member"):

17.2.1 must perform its obligations under any contract for the sale or purchase of GreenPalm Certificates which has not been completed prior to the date of termination of membership and the member's obligations under these rules and the Brokerage Conditions will continue until all such contracts have been performed;

17.2.2 subject to rule 17.2.1, acknowledges and agrees that any GreenPalm Certificates registered in the name of the terminating member on the expiry of the Notice Period which have not been Redeemed shall be cancelled;

17.2.3 must make all Redemption Claims in respect of Redeemed GreenPalm Certificates during the Notice Period; and

17.2.4 may continue to make Retailer Claims during the Notice Period; and

17.2.5 may continue to use the GREENPALM Trade Mark during the Notice Period.

17.3 On expiry of the Notice Period the terminating member may not make any Redemption Claims or Retailer Claims or use the GREENPALM Trade Mark.

17.4 On the expiry of the Notice Period GreenPalm will:

17.4.1 terminate the member's access to the Website; and

17.4.2 cancel any GreenPalm Certificates registered in the name of the terminating member which have not been Redeemed; and

17.4.3 publish in the Public Section of the Website the fact of the member's termination of membership of the GreenPalm Programme and the date of such termination.

## **18. Termination of Membership by GreenPalm**

- 18.1 GreenPalm shall be entitled to terminate the membership of any member by notice in writing if that member:
- 18.1.1 in the case of a Producer ceases to be a member of RSPO;
  - 18.1.2 fails to comply with these rules;
  - 18.1.3 fails to give the representatives of GreenPalm access to its records or those of its suppliers in accordance with rule 14 or to provide to GreenPalm in accordance with these rules any information reasonably requested by GreenPalm, or if any information provided to RSPO or GreenPalm by that member is inaccurate or misleading in any material respect;
  - 18.1.4 fails to comply with the requirements of Schedule Two or the GREENPALM Trade Mark Guidance for use of the GREENPALM Trade Mark;
  - 18.1.5 fails to comply with guidance issued by GreenPalm from time to time relating to Redemption Claims or Retailer Claims;
  - 18.1.6 is in breach of any contract for the sale or purchase of GreenPalm Certificates;
  - 18.1.7 convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up or has an administrative receiver or receiver appointed over the whole or part of the member's assets or suffers the appointment of an administrator or goes into liquidation or in the reasonable opinion of GreenPalm is unlikely to be able to pay its debts as they fall due or it does or omits or fails to do any act which or the consequences of which corresponds to any of the above in the jurisdiction of the member; or
  - 18.1.8 fails to comply with the rules of any other RSPO scheme for supporting the production of sustainable CPO or CPKO; or
  - 18.1.9 engages in conduct which in the reasonable opinion of GreenPalm is incompatible with membership of the GreenPalm Programme or may bring the GreenPalm Programme into disrepute.
- 18.2 The member whose membership has been terminated ("the Former Member"):
- 18.2.1 subject to rule 18.2.2, may not buy or Redeem any GreenPalm Certificates under the GreenPalm Programme or enter into an Off Market Sale and any negotiations for which an Off Market Sale has not been entered into prior to the date of termination shall be deemed withdrawn;
  - 18.2.2 any contract for the sale or purchase of GreenPalm Certificates which has been entered into but has not been completed prior to the date of termination of membership will continue in full force and effect and the Former Member will complete such contract in accordance with the Brokerage Conditions;
  - 18.2.3 must sell within the period of 90 days following the date of termination all GreenPalm Certificates held by the Former Member at the date of termination or purchased by the Former Member pursuant to rule 18.2.2;

- 18.2.4 acknowledges and agrees that, subject to rule 18.2.2, any GreenPalm Certificates registered in the name of the terminating member on the 91st day following the date of termination (“the Cancellation Date”) shall be cancelled;
- 18.2.5 may continue to use the GREENPALM Trade Mark for the purpose of making Redemption Claims in respect of GreenPalm Certificates which were properly Redeemed prior to termination of membership for a period of three months from the date of Redemption;
- 18.2.6 unless membership has been terminated in accordance with Rule 18.1.4 or 18.1.5, may continue to use the GREENPALM Trade Mark for the purpose of making Retailer Claims for a period of three months from the date of termination; and
- 18.2.7 the Former Member’s obligations under these rules will continue until all GreenPalm Certificates held by that member at the date of termination have been sold or cancelled and all Redemption Claims made in respect of GreenPalm Certificates held by that member at the date of termination have been completed or the period during which the member may make Retailer Claims has expired, as applicable.

18.3 GreenPalm will:

- 18.3.1 subject to rule 18.2.2, terminate the Former Member’s access to the Website on the Cancellation Date;
- 18.3.2 subject to rule 18.2.2, cancel all GreenPalm Certificates held by the Former Member on the Cancellation Date; and
- 18.3.3 publish on the Public Section of the Website the fact of the termination of member’s membership of the GreenPalm Programme and the date of termination.

**19. Cancellation of GreenPalm Certificates**

- 19.1 GreenPalm shall not cancel any GreenPalm Certificate in respect of which a Bid has been accepted by or on behalf of a Buyer or any GreenPalm Certificate in respect of which the Buyer and the Seller have entered into an Off Market Sale.
- 19.2 Where GreenPalm cancels a GreenPalm Certificate in accordance with these rules:
  - 19.2.1 the holder may not sell any cancelled GreenPalm Certificate and will not receive any compensation for any cancelled GreenPalm Certificate; and
  - 19.2.2 any negotiations for which an Off Market Sale has not been entered into shall be deemed withdrawn; and
  - 19.2.3 GreenPalm shall remove from the Website any Offer to Sell in respect of that GreenPalm Certificate.

**20. Variation of GreenPalm Programme**

- 20.1 GreenPalm may vary these rules, the Brokerage Conditions or the operation of the GreenPalm Programme at any time by publishing on the Website:

20.1.1 an amended version of these rules, the Brokerage Conditions or any other document affected by the variation or by varying any other part of the Website affected by the change; and

20.1.2 the date from which the document as varied shall apply.

GreenPalm shall endeavour to give three months' notice of any such variation but reserves the right to give shorter notice.

20.2 Each member shall be deemed to have accepted such variation from the date specified on the Website unless the member terminates its membership of the GreenPalm Programme by notice in writing to GreenPalm before that date. The document as varied shall apply from the date specified on the Website.

## **21. Termination of GreenPalm Programme**

21.1 GreenPalm may terminate the GreenPalm Programme by six months' notice in writing to members whereupon the provisions of rules 17.2 and 17.3 shall apply in respect of all members of the GreenPalm Programme.

## **22. Liability of GreenPalm**

22.1 GreenPalm will not have any liability to any member of the GreenPalm Programme other than as provided in the Brokerage Conditions.

## **23. Periodic Maintenance and Force Majeure**

23.1 GreenPalm reserves the right to suspend the operation of the GreenPalm Programme or the Website or to suspend or extend the time for performance of all or any of its obligations to permit periodic maintenance to be carried out on the Website or on any equipment used by GreenPalm in the operation of the GreenPalm Programme.

23.2 GreenPalm may suspend or extend the time for the performance of its obligations under these rules if it is prevented from or delayed in carrying on the GreenPalm Programme due to circumstances in any part of the world beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, terrorism, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to GreenPalm's employees), or failure in any equipment or telecommunications system.

23.3 If any member is affected by circumstances beyond its reasonable control it shall promptly notify GreenPalm of the nature and extent of the circumstances in question and will keep GreenPalm informed, on an ongoing basis, of the actions being taken to remedy the situation. This rule does not affect a member's obligation to pay for GreenPalm Certificates purchased in accordance with the Brokerage Conditions.

## **24. Miscellaneous**

24.1 In the event of any conflict or inconsistency between these rules and the Brokerage Conditions:

24.1.1 if the conflict or inconsistency relates to membership of, or termination of membership of, the GreenPalm Programme, the rights or obligations of members (including the right of a member to buy, sell and Redeem GreenPalm Certificates), the Redemption of GreenPalm

Certificates or the making of Redemption Claims or Retailer Claims, the membership rules shall take priority;

24.1.2 if the conflict or inconsistency relates to the provision of Brokerage Services or the terms of the contract for the sale or purchase of GreenPalm Certificates, the Brokerage Conditions shall take priority.

24.2 Each member hereby acknowledges that all copyrights and other intellectual property rights throughout the world in all aspects of the GreenPalm Programme, including all rights in the format of the associated brokerage scheme, whether operated online or otherwise and whether or not relating to the promotion of the production of sustainable CPO or CPKO belong to GreenPalm and agrees that all such intellectual property rights may not be copied, adapted, exploited or otherwise used without the prior written consent of GreenPalm.

24.3 Nothing in these rules confers on any person who is not a member any benefit or any right to enforce any of these rules.

24.4 The interpretation and validity of these rules, any document included in or annexed to these rules, the GREENPALM Trade Mark Guidance and any other guidance or document issued by GreenPalm from time to time relating to the GreenPalm Programme and the performance of the obligations imposed by these rules or any such document shall be governed by English law and the parties submit to the jurisdiction of the English courts.

## **SCHEDULE ONE INTERPRETATION**

1. When used in these rules, the following terms shall have the following meanings:

“Brokerage Conditions”	The terms and conditions on which GreenPalm will provide Brokerage Services, published on the Website from time to time.
“Brokerage Services”	The brokerage services to be provided by GreenPalm from time to time under the trading name GreenPalm Brokerage, more particularly described in the Brokerage Conditions.
“Buyer”	An organisation which is a member of the GreenPalm Programme and which contracts with GreenPalm for Brokerage Services in order to buy GreenPalm Certificates.
“Consumer”	An individual who purchases goods from a Retailer.
“CPKO”	Crude palm kernel oil.
“CPO”	Crude palm oil.
“End User”	A processor of CPO or CPKO; a product manufacturer or processor that uses RSPO verified sustainable palm oil or palm kernel oil to make and/or pack finished products for sale directly to wholesalers or Retailers, for resale to Consumers; a food service chain or other member of the food service sector (including take away outlet, restaurant, cafe or bar); or a wholesaler. Where a restaurant, café or bar is operated on the premises of a Retailer member, when carrying out that activity the Retailer member shall be regarded as an End User for the purposes of these rules.
“GreenPalm”	Book&Claim Limited, a company registered in England (number 5997462) whose registered office is at King George Dock, Hull, HU9 5PX, England.
“GreenPalm Certificate”	A certificate registered under the GreenPalm Programme representing the production of one tonne of RSPO verified sustainable CPO or CPKO, as applicable.
“GreenPalm Programme”	The programme for the support of the production of RSPO verified sustainable CPO and CPKO, owned and operated by GreenPalm and endorsed exclusively by RSPO and known as the GreenPalm Programme, as published on the Website from time to time.
“GREENPALM Trade Mark”	The word GREENPALM alone or in combination with one or more words in ordinary script or in any stylised or logo format adopted by GreenPalm from time to time.

“GREENPALM Trade Mark Guidance”	Rules relating to the use of the GREENPALM Trade Mark published by GreenPalm on the Website from time to time.
“Market Sale”	The sale of one or more GreenPalm Certificates through the Website in accordance with these Conditions as the result of GreenPalm Brokerage accepting an Offer to Sell on behalf of a Buyer and a Bid on behalf of a Seller.
“Members’ Section”	The section of the Website which is capable of being accessed by GreenPalm and members of the GreenPalm Programme by using a password and user name issued by GreenPalm.
“Off Market Sale”	The sale of one or more GreenPalm Certificates through the Website in accordance with these Conditions following negotiations between a Seller and a Buyer.
“Producer”	A producer of CPO or CPKO which is a member of RSPO and the GreenPalm Programme, which has been verified by RSPO accredited auditors as producing sustainable CPO or CPKO in accordance with RSPO principles and criteria and wishes to sell GreenPalm Certificates.
“Public Section”	The section of the Website access to which is generally available and is not limited by use of a password, user name or in any other way.
“Redemption”	The notification through the Website to GreenPalm by a holder of a GreenPalm Certificate of that holder’s intention to make a Redemption Claim in respect of that GreenPalm Certificate, and “Redeem” and “Redeemed” shall have corresponding meanings.
“Redemption Claim”	The publication by a holder of a GreenPalm Certificate to a section of the public or to members of the public generally that the holder has supported the production of RSPO verified sustainable CPO or CPKO, as applicable, under the GreenPalm Programme by purchasing and redeeming GreenPalm Certificates.
“Retailer”	A person firm or company which buys and resells to Consumers finished products containing palm oil or palm kernel oil as an ingredient, excluding End Users.
“Retailer Claim”	A claim made by a Retailer member in accordance with these rules and guidance issued by GreenPalm from time to time, being a claim that the Retailer member sells to Consumers products which include palm oil or palm kernel oil as an ingredient and which have been produced by a member which has bought and Redeemed GreenPalm Certificates in relation to those products.

“RSPO”	Roundtable On Sustainable Palm Oil, an organisation established under Article 60 of the Swiss Civil Code whose principal place of business is at Suite A – 06 – 04, Plaza Mont Kiara, 2 Jalan Kiara, 50480, Kuala Lumpur, Malaysia.
“Seller”	An organisation which is a member of the GreenPalm Programme and which contracts with GreenPalm for Brokerage Services in order to sell GreenPalm Certificates.
“Website”	The website operated by GreenPalm from time to time.

2. In these rules, including, for the avoidance of doubt, Schedule Two:
- 2.1 the headings are for convenience only and shall not affect their interpretation; and
  - 2.2 the plural shall include the singular and vice versa; and
  - 2.3 any date or time specified is reference to a date or time in England, being Greenwich Mean Time or British Standard Time, as applicable.

## Schedule Two

### Use of the GREENPALM Trade Mark

#### 1. Permission to Use

- 1.1 GreenPalm grants to each member of the GreenPalm Programme a non-exclusive licence to use the GREENPALM Trade Mark for the Authorised Use in accordance with the GREENPALM Trade Mark Guidance and the terms and conditions of this Schedule Two.

#### 2. Authorised Use

- 2.1 For the purposes of paragraph 1.1 above, the Authorised Use is use of the GREENPALM Trade Mark on or in relation to:
- 2.1.1 the processing of quantities of CPO or CPKO equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme;
  - 2.1.2 the manufacture or sale of products containing quantities of palm oil or palm kernel oil equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme;
  - 2.1.3 the provision of services in relation to products containing quantities of palm oil or palm kernel oil equivalent to the number of GreenPalm Certificates which the member has Redeemed under the GreenPalm Programme; or
  - 2.1.4 in the case of a member which is a Retailer, a Retailer Claim in respect of the sale by that member to Consumers of products which include palm oil or palm kernel oil as an ingredient and which have been produced by a member which has bought and Redeemed GreenPalm Certificates in relation to those products.

#### 3. Use of the GREENPALM Trade Mark

- 3.1 Each member undertakes:
- 3.1.1 to use the GREENPALM Trade Mark only in the form specified or agreed in writing by GreenPalm from time to time;
  - 3.1.2 to use the GREENPALM Trade Mark only in accordance with the GREENPALM Trade Mark Guidance;
  - 3.1.3 to observe all reasonable instructions of GreenPalm in relation to the use of the GREENPALM Trade Mark and GreenPalm's directions regarding the colour and size of the GREENPALM Trade Mark;
  - 3.1.4 to use the GREENPALM Trade Mark only for the Authorised Use;
  - 3.1.5 to ensure that all advertisements and other material in which the GREENPALM Trade Mark is used comply with all statutory requirements and codes of practice relevant to such items; and
  - 3.1.6 that whenever the GREENPALM Trade Mark is used by the member it shall be accompanied by wording to show that it is a trade mark of GreenPalm.

3.2 Each member hereby acknowledges and agrees that all goodwill associated with or arising from the use of the GREENPALM Trade Mark shall at all times belong to and be vested in GreenPalm and that the member only has the right to benefit from such goodwill to the extent and upon the terms of the licence contained in this Schedule Two. If any such goodwill is deemed at law to vest in the member, at the request of GreenPalm the member shall assign such goodwill to GreenPalm.

3.3 The member shall not take any action or refuse or decline to take any action, which may result in harm to the GREENPALM Trade Mark.

#### **4. Member's Obligations**

4.1 The member shall observe the GREENPALM Trade Mark Guidance in relation to any advertising or other material published by the member using the GREENPALM Trade Mark.

4.2 The member shall submit to GreenPalm on request samples of the use which the member is making of the GREENPALM Trade Mark.

4.3 The member shall immediately withdraw any material bearing the GREENPALM Trade Mark where GreenPalm concludes that its use may injure the reputation or the validity of any registration of the GREENPALM Trade Mark or contravenes the GREENPALM Trade Mark Guidance.

4.4 The member shall use the GREENPALM Trade Mark only for the Authorised Use.

4.5 The member shall submit to GreenPalm on request and in reasonable numbers samples of the products on or in relation to which the GREENPALM Trade Mark is used, for the purposes of inspection by GreenPalm.

4.6 The member shall permit GreenPalm or, where a Redeeming member makes a Redemption Claim in respect of products produced for that member by a third party, shall procure that suppliers to the member of products containing palm oil or palm kernel oil permit GreenPalm at reasonable times and upon reasonable prior notice to inspect the premises of that member or supplier in order to inspect the processing or use of the palm oil or palm kernel oil, as applicable, or the manufacture and storage of any products on or in relation to which or the provision of services on or in relation to which the GREENPALM Trade Mark is used.

4.7 In the case of the use of the GREENPALM Trade Mark in a Redemption Claim based on the Redemption of GreenPalm Certificates, the member shall immediately cease to make the Redemption Claim and withdraw any products or cease to provide any services on or in relation to which the GREENPALM Trade Mark is used where GreenPalm concludes that the member has not purchased and redeemed GreenPalm Certificates to justify the Redemption Claims made in respect of those products or services.

4.8 In the case of the use of the GREENPALM Trade Mark in a Retailer Claim the member shall immediately cease to make the Retailer Claim in respect of any products where GreenPalm concludes that the member which produced the products has not purchased or Redeemed GreenPalm Certificates to justify the Redemption Claims made in respect of those products.

4.9 The member shall immediately cease to make a Redemption Claim or Retailer Claim, as applicable, and withdraw any products or cease to provide any services on or in relation to which the GREENPALM Trade Mark is used where GreenPalm concludes that the use of the GREENPALM Trade Mark is not in accordance with the licence granted in this Schedule Two or the GREENPALM Trade Mark Guidance.

4.10 The member undertakes that it will keep GreenPalm fully and effectually indemnified against all proceedings costs claims demands expenses loss damage or liabilities of whatsoever nature and wheresoever arising which may be suffered or incurred by GreenPalm arising out of or in connection with the use of the GREENPALM Trade Mark by the member.

**5. Infringement**

5.1 GreenPalm shall have the conduct of all proceedings relating to the GREENPALM Trade Mark including any infringement or alleged infringement of the GREENPALM Trade Mark or passing off or any other claim or counterclaim brought or threatened in respect of the use or registration of the GREENPALM Trade Mark.

5.2 The member will at the request of GreenPalm co-operate in any action claim or proceedings brought or threatened in respect of the GREENPALM Trade Mark subject to GreenPalm meeting any expenses reasonably and properly incurred by the member in giving such assistance.

**6. Assignment**

This Agreement is personal to each member and is not capable of assignment by the member.

**Signature** .....

**Date** .....

**Name** .....