SSI MEMBERSHIP AGREEMENT

Between:

The **Sustainable Spices Initiative**, an association incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 98213474, having its registered office and its place of business at Newtonlaan 115, 3584BH Utrecht, the Netherlands, in this matter duly represented by Mr. Tamás Sarkadi and Mr. Bhavik Desai, hereinafter referred to as "**SSI**"; and

- Company name:
- Company address:
- Signatory name:

Hereinafter referred to as the "**Member**".

SSI and the Member together referred to as the "**Parties**" or individually as "**Party**".

WHEREAS:

(A) The Sustainable Spices Initiative ("**SSI**") is a global platform that pre-competitively brings together companies and other stakeholders (the "**SSI Members**") in the spices, herbs, and dehydrated vegetables industry that are willing and able to develop a collective strategy to and take a leading role in a transformation process towards a sustainable spices and herbs sector, The SSI has, amongst others, a long-term ambition of 50% (by volume) by 2030 for the most relevant spices, herbs, and dehydrated vegetables.

(B) The purpose of the Member engaging in this Membership Agreement (the "**Agreement**") is to:

- Acknowledge that is has received, read and understood the **SSI Articles of Association** (the "**Articles of Association**", attached hereto as Annex 1) and agree to comply with their provisions. The Member further undertakes to observe and be bound by the Articles of Association, as they may be amended from time to time, and to act in accordance with their terms.
- Endorse the SSI Covenant Sustainably Sourced Spices and Herbs (the "**Covenant**", attached hereto as Annex 2).
- Become a new Member to SSI, and to define the Member's individual contribution to the SSI targets, and by that directly contribute to sustainable production and trade in the spices, herbs, and dehydrated vegetables industry (the "**SSI Membership**").

(C) The purpose of the Agreement is to set forth the understandings and intentions of the Parties with regard to the subject of the Agreement. Notwithstanding any language that may suggest otherwise, the Parties specifically acknowledge that this Agreement does not constitute a legally binding commitment by any Party, except for the provisions relating to the Membership Fee (Section 7), Confidentiality (Section 9) and Competition Compliance (Section 10).

(D) The Parties commit to collaborate and exchange with the other SSI Members in a pre-competitive way, in accordance with the abovementioned Articles of Association and Covenant and the SSI Governance Document (the "**Governance Document**", attached hereto as Annex 3).

1. Common vision & objectives

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1.1. The Parties collectively share the goal of sustainable production, sourcing and processing in the spices, herbs, and dehydrated vegetables industry.

By signing the Agreement, the Member becomes a new SSI Member/renews its commitment to SSI, and commits to SSI's objectives, as described below. Furthermore, the Member will join the SSI activities that contribute to the above-mentioned goals, in accordance with the Covenant and the Governance Document.

SSI has the following objectives:

SSI goals	**Target**	**Year**
I - Accelerating supply and demand for sustainable spices, herbs, and dehydrated vegetables globally		
➢ Minimum sustainable sourcing in at least 3 of the top categories (by volume) from spices, herbs, and dehydrated vegetables • One of the selected top categories must be spices or herbs	50%	2030
➢ Members implement robust Due Diligence policies and processes	100%	Ongoing goal per year
II – Impacting on SDG's *(Please see details in the Covenant)*		
➢ # Members to set scope 1, 2 or 3 reduction targets, in alignment with Science-based Target Initiative (SBTi) or equivalent target frameworks^*	100%	Ongoing goal per year
➢ # Members to complete, or at least initiate Life Cycle Assessments (LCAs) in at least 3 of their top category spices, herbs or dehydrated vegetables*	100%	Ongoing goal per year
➢ Members to set water targets related to access, quality, or quantity*	Optional	Ongoing goal per year
➢ Members to set targets related to regenerative agriculture (Reg Ag) practices, and/or to participate in at least one Reg Ag project (preferrably with SSI members)*	Optional	Ongoing goal per year
III – SSI leadership *(Please see details at in the Covenant)*		

***New Members shall be given a grace period of **two years** within which to commit to the objectives of SSI following the date of joining.*

**Total four environmental targets (two mandatory, two optional) were introduced at SSI General Assembly 2024, please see SSI Covenant for details.*

^SSI Environmental Working Group will further define "equivalent target frameworks" to support SSI members to set scope 1,2, or 3 reduction targets

2. Member's sustainable sourcing commitment

2.1. As a contribution to the above objectives, the Member intends through best reasonable effort to:

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i. increase to 50% of sustainable sourcing (by volume) of a least top 3 crop products by December 2030 [1];
ii. archive other targets of SSI as per Article 1.1 of this Agreement.

2.2. Definition of what is considered as being sustainably sourced spices, herbs or dehydrated vegetables by SSI, is found in the SSI Basket of Standards for farm-level certification, a selection of sustainability standards used in the sector, that are benchmarked against the silver level of SAI/FSA - Farmer Sustainability Assessment – standard, a reference benchmark and self-assessment tool developed by SAI and recognized by main international food and beverage industry brands, as described in the Covenant and under supervision of the SSI Standards Committee (responsible for the SSI Basket of Standards, as per the Governance). Changes to the SSI Basket decided by the Standards Committee and latest information on (new) recognized sustainability standards are shared with the SSI Members and is also available on request.

3. Member's sustainable processing commitment

3.1. For processing, the benchmark used is the Sustainable Supply Chain Initiative (SSCI), the social benchmark standard developed by the Consumers Goods Forum. The benchmark is new; hence several standards have been on the way to get benchmarked since the moment the new Covenant was introduced (June 2022). SSI Members are encouraged to apply the standards on a voluntary basis at processing level while SSI encourages relevant factory-level standards to get benchmarked under SSCI.

4. Retailers' commitment, roles & responsibilities

4.1. As a contribution to SSI's objectives, the Member intends, through best reasonable efforts, to:

4.1.1. progressively increase the share of sustainably sourced spices and herbs within its private label and/or directly sourced products, in alignment with SSI's collective targets where applicable;

4.1.2. promote and prioritize SSI-recognized sustainable sourcing practices within its supply chains, including engagement with suppliers and brand partners;

4.1.3. participate in SSI information-sharing, learning, and reporting activities, including provision of relevant sourcing data where feasible and non-confidential; and

4.1.4. support market demand for sustainably sourced spices by raising awareness internally and, where appropriate, towards consumers.

For the avoidance of doubt, this Section 4 is applicable only in the event that the Member is a retailer.

5. NGO/ CSO's commitment, roles & responsibilities

5.1. As a contribution to SSI's objectives, the Member intends, through best reasonable efforts, to:

5.1.1. provide expertise, guidance, and/or technical support to SSI and its members on sustainability topics relevant to the spice sector (e.g. social, environmental, or due diligence);

5.1.2. contribute to the development, review, or improvement of SSI tools, frameworks, or methodologies, where relevant to its mission and expertise;

5.1.3. support transparency, learning, and capacity-building among SSI members by sharing knowledge, good practices, and lessons learned; and

[1] SSI Secretariat will report volume data only on an aggregated level within SSI. Individual company volume targets and results will be treated confidentially. Individual (growth) percentages of sustainable sourcing will be shared within SSI to monitor progress.

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5.1.4. act in an advisory and non-commercial capacity, without obligation to meet sourcing percentage targets.

For the avoidance of doubt, this Section 5 is applicable only in the event that the Member is a non-governmental organization (NGO) or a civil society organization (CSO).

6. Monitoring Protocol

6.1. Guidance on how SSI Members define their targets and report on them is defined in the SSI Monitoring Protocol (the "**Monitoring Protocol**", attached hereto as Annex 4). Changes to the Monitoring Protocol can be unilaterally done by the SSI Standards Committee and approved by the Steering Committee (SSI's decisional body, as per the Articles of Association) and will be shared with SSI Members in due time.

7. Membership Fee

7.1. Each SSI Member is obliged to pay an annual contribution (the "**Membership Fee**"), in accordance with Article 15 of the Article of Association. The Membership Fee for the Member will be EUR **Click or tap here to enter text.** per calendar year [2].

7.2. The amount will be invoiced by SSI, with the support of third-party service providers if needed, upon signature of the Agreement, in order to support the SSI projects and operations, according to yearly agreed year budget and plans at the SSI General Assembly (SSI's highest governing body, as per the Articles of Association). SSI reserves the right to revise the fees and the fee structure after prior approval of the SSI Steering Committee and SSI General Assembly.

8. Duration

8.1. Through the Agreement, the Member commits to be a SSI Member/renews its commitment to SSI from Click or tap here to enter text..

8.2. An SSI Member can decide to cancel its SSI Membership, in accordance with the terms and conditions set out in Article 13 of the Articles of Association. Similarly, SSI can decide to cancel the Membership of an SSI Member at any time, if any of the events set out in Article 14 of the Articles of Association occur and in accordance with the mechanism set out in the same clause.

9. Confidentiality

9.1. In the course of the Agreement and the SSI Membership, the Parties may receive and become aware of information (such as projects, practices, and customer or potential customer information) that is sensitive and confidential in nature (the "**Confidential Information**"). Any Confidential Information shared and/or obtained before, during or after the Agreement and/or SSI Membership, shall be treated strictly confidentially and may not be shared with a third Party without the prior written consent of the other Party. The recipient of Confidential Information (the "**Recipient**") shall not use the Confidential Information for any purpose other than for the purpose as set forth in the Agreement (including the monitoring and evaluation of the goals of the Agreement). The Recipient

[2] As per the SSI General Assembly 2024, SSI has defined the annual contributions as below. New membership tier was proposed and approved by SSI Steering Committee in August 2024 and will be effective from 1 Jan 2025.
For 2026 there will be below Membership Fees.

- Companies with turnover > 200 million euro: 7550 euro/year
- Companies with turnover between 50 and 200 million euro: 4550 euro/year
- Companies with turnover between 20 and 49 million euro: 3250 euro/year
- Companies with turnover between 10 and 19 million euro: 1950 euro/year
- Companies with turnover < 10 million euro: 1500 euro/year
- NGO's: 325 euro/year

Membership fee, for new members (joining after 2026 and at mid-way of the year), will be pro-rated upon their date of signing this membership agreement.

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shall only share the Confidential Information in so far as this is necessary for the purpose as set forth in the Agreement. If so, the Recipient shall procure that the officers, directors and employees to which it discloses Confidential Information, shall - prior to such disclosure - have acknowledged the contents of this provision and shall have committed to unconditional and complete compliance with this provision.

10. Competition compliance

10.1. The Parties specifically acknowledge and agree that SSI works on a pre-competitive level as set out in Article 3 of the Articles of Association. The Agreement is therefore of a non-competitive nature. The Parties, both individually and collectively, shall not engage in any behavior that restricts competition. The Parties express that they are free to enter into agreements similar to the Agreement with third parties.

11. Communication

11.1. Communication on SSI and SSI's projects and activities will not be done without the prior written consent of SSI. In the event that SSI and/or activities under the scope of the Agreement are mentioned publicly, the SSI Members will follow the guidance provided by SSI in the use of SSI's logo.

11.2. Subject to the terms and conditions regarding Confidentiality, the Parties may communicate the existence of their collaboration on their respective websites and may inform other parties of its purpose. The Parties agree that these communications shall be driven and focused on the SSI Membership's objectives. SSI will take all necessary precautions to ensure that sensitive information will not be shared with anyone outside of SSI, especially with potential competitors.

12. No Detrimental Activity

12.1. Each Party represents and warrants to the others that it knows of no activities or other matters not yet a matter of public information that should preclude a cooperation under the Agreement or prove detrimental to the other Party's interests. In addition, if in the future, any Party becomes aware of any activity or matter that may become detrimental to the interests of the other Party, then that Party shall promptly notify the affected Party of the relevant facts and circumstances.

13. Governing law and dispute resolution

13.1. This Agreement, solely in its legally binding provisions relating to the Membership Fee (Section 7), Confidentiality (Section 9) and Competition Compliance (Section 10), is governed by the laws of the Netherlands.

13.2. All disputes arising from or connected to the legally binding provisions of the Agreement that cannot be solved amicably will fall under the exclusive jurisdiction of the competent court in Utrecht, the Netherlands.

13.3. For the avoidance of doubt, the provisions of this Section shall not apply to the provisions of the Agreement that do not constitute a legally binding commitment.

14. Miscellaneous

14.1. Nothing in the Agreement shall grant either Party or any third party any ownership, license, or authorization to use, or interest in or to, any Party's trademarks or other intellectual property without explicit permission. This includes but is not limited to the name, logo, or certification mark of that Party.

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14.2. The Parties are free to communicate externally that there is strong intention of working together towards sustainable production in the spices, herbs and dehydrated vegetables industry.

14.3. SSI reserves the right, at its sole discretion, to amend, modify, or update the Annexes to the Agreement from time to time, in accordance with the Articles of Association and the applicable governance rules. SSI shall inform the SSI Members in writing of any changes to the Annexes within a reasonable time.

14.4. Nothing in the Agreement creates an employee-employer relationship, a joint venture or other legal entity. No Party has the authority to create any financial or other obligations on behalf of any other Party without that organization's written consent.

[SIGNATURE PAGE FOLLOWS]

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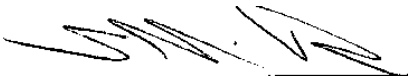
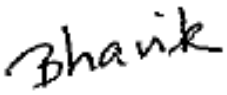
IN WITNESS WHEREOF, the undersigned Parties have declared their intentions:

For SSI



Name: Mr. Tamás Sarkadi
Position: Chair of the Board



Name: Mr. Bhavik Desai
Position: Treasurer of the Board

For the Member

Name: Click or tap here to enter text.
Position: Click or tap here to enter text.

Attached to the Agreement are:

Annex 1: SSI Articles of Association
Annex 2: SSI Covenant
Annex 3: SSI Governance Document
Annex 4: SSI Monitoring Protocol

All annexes to the Agreement will be shared by the SSI Secretariat separately prior to the signing of the Agreement.

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