TERMS OF USE

for the

**Soybean Sustainability Assurance Protocol – RED (‘SSAP-RED’),**

Operated by the SOY EXPORT SUSTAINABILITY, LLC (‘SES LLC’)

These Terms of Use set forth the legally binding terms and conditions for the use of the SSAP-RED program. All Economic Operators that wish to use this program allowing them to export U.S. soybeans for only biofuel production purposes with a SSAP-RED sustainability claim into the European Union will have to confirm these Terms of Use by a signature of a legal representative. By signing the Economic Operator agrees to the following Terms of Use:

# Art. 1 Definitions

Assessment: review of an Economic Operator’s compliance with the requirements as laid down in the SSAP-RED program performed by a Certification Body during a certification or re-certification process.

Certificate: ` based on the audit conducted by the Certification Body, a document which states the conformity of the Economic Operator with the criteria as being

stipulated in the applicable version of the SSAP-RED.

Certification Assessment and inspection process by means of which the prerequisites for issuing a Certificate are assessed.

Certification Body (‘CB’): a Certification Body which has a proven track record in certifying agricultural commodities against at least two of the voluntary schemes as displayed on the website of the European Commission, https://ec.europa.eu/energy/en/topics/renewable-energy/biofuels/voluntary- schemes and has been recognized by SES in order to perform conformity assessment audits and issue SSAP-RED certificates in accordance with the applicable SSAP-RED stipulations.

Certification Agreement: the contract between the Economic Operator and the Certification Body with the objective of undergoing a Certification in order to obtain a Certificate.

Economic Operator: a natural or legal person that entered into a Certification Agreement with SES wishing to demonstrate compliance with SSAP-RED and therefore has

also entered into a contract with the Certification Body to obtain a Certificate.

FGP First Gathering Point

Integrity Assessment: performance review of the CB by desk review and/or witness audit to assess whether the Assessment has met all SSAP-RED requirements.

RED: the EU Renewable Energy Directive and its pertaining regulations, i.e. the Renewable Energy Directive 2009/28/EC amended through the Directive (EU) 2015/1513(RED) and Fuel Quality Directive 2009/30/EC amended through Directive (EU) 2015/1513 (FQD) of the European Union and the pertaining national rules to implement the aforementioned Directives.

SES LLC: the Soy Export Sustainability, LLC in its capacity as owner and manager of the SSAP-RED.

SSAP-RED: the Soy Sustainability Assurance Protocol-RED (‘SAP-RED’) program as amended from time to time and displayed on the SSAP-RED website.

Sustainability Claim: the amount of soybeans that is declared to be sustainable, i.e. in compliance with the sustainability criteria stipulated in the RED.

Usage Agreement: agreement between SES and the Economic Operator allowing the latter to use the SSAP-RED to evidence compliance against the SSAP-RED. By the Economic Operator accepting these Terms of Use the Economic Operator and SES shall conclude the Usage Agreement.

Voluntary Scheme: certification schemes being approved by the European Union and listed on the Website of the European Commission https://ec.europa.eu/energy/en/topics/renewable-energy/biofuels/voluntary- schemes to demonstrate compliance with the sustainability criteria of the RED.

# Art. 2 Scope of Application

1. These Terms of Use shall regulate the use of the SSAP-RED program by an Economic Operator and will determine the resulting rights and obligations for both parties. By accepting these terms of use both parties enter into an agreement that allows the Economic Operator to use the SSAP-RED program (SSAP-RED Usage Agreement). The Economic Operator shall be assessed against the sustainability criteria as set forth in the SSAP-RED and in case of conformity obtain a Certificate issued by the CB. These terms and conditions are prevailing over any deviating terms and conditions of the Economic Operator.
2. The Economic Operator shall apply with SES for registration to use the SSAP-RED by requesting in writing and indicating against which scope (e.g. FGP, trader). Upon receipt of the details requested by SES for registering the Economic Operator the latter will be registered and a registration number will be transmitted by SES. By transmitting the registration number the Usage Contract is deemed to be concluded.
3. Prior to entering into the Usage Agreement the Economic Operator shall conclude a contract with a SSAP-RED recognized CB, the Certification Agreement.

# Art. 3 Rights and obligations of the Economic Operator

1. The Economic Operator is entitled to use the SSAP-RED program to obtain a Certificate. Prerequisite for obtaining the Certificate is a valid Usage Agreement with SES and a valid Certification Agreement with a CB. Only the Usage Agreement will entitle the CB to assess compliance against the SSAP-RED and issue a Certificate.
2. The Economic Operator is obliged to inform SES of any changes relevant for assessing the conformity, during the period of the certificate as well as in case of re-Certification by the CB.
3. The Economic Operator is obliged to provide to the CB any and all data and documents relevant for the CB to perform the Assessment, also with respect to non-sustainable material and data concerning the national SSAP protocol as far as necessary for the CB to determine the compliance level. The data shall be accurate and complete.
4. The Economic Operator will allow a representative of SES or a third party appointed by SES to participate in Assessments performed by the CB. The Economic Operator will also allow SES to perform Integrity Assessments and therefore grant SES or an appointed third-party access to its premises.
5. The Economic Operator will cooperate with the Commission and the competent authorities of the Member States, including granting access to its premises where requested as well as making available to the Commission and the competent authorities of the Member States all information needed to fulfil their tasks under Directive (EU) 2018/2001.
6. The Economic Operator will provide SES the relevant data required to fulfill the legal reporting requirements of SES towards the European Commission. Therefore, the Economic Operator will report on the amount of soybeans certified against the SSAP-RED and number of supply chain participants (like FGPs, exporters and traders) under the respective scope Certificate.
7. The Economic Operator will - upon request - also make available to the CB the information and documents necessary to verify the conformity of Sustainability Claims related to the previous period of certification.
8. For sampling, the FGP shall provide a list of all individual operations that are considered for calculating the sample (e.g. farms, depending warehouses). The list shall be provided to the CB and to SES, the latter upon specific request from SES.
9. For the period of the validity of the Certificate, the Economic Operator is entitled to make reference to the use of the SSAP-RED on internet or through other media.

# Art. 4 Rights and obligations of SES

1. SES provides the SSAP-RED program.
2. SES is entitled to amend the SSAP-RED program, particularly with the objective to ensure compliance with the applicable RED regulations and the respective U.S. legislation. Following to such an amendment the Economic Operator is obliged to implement the changes accordingly.
3. SES will inform the Economic Operator of such an amendment.
4. SES will not perform any Assessments nor issue any Certificates and cannot guarantee the issuance of a Certificate by the CB.
5. SES is entitled to list the name of the Economic Operator holding a Certificate on the SES website and to publish press releases making reference to the use of the SSAP-RED by the Economic Operator.

# Art. 5 Fees

1. There is no fee due to SES from the Economic Operator to use SSAP-RED.

# Art. 6 Confidentiality

1. SES collects, stores and uses personal data within the permitted use of legal regulations. SES will treat personal data as confidential and according to the provisions of the applicable national data protection laws.
2. SES shall not store data other than for the sole purpose of this Usage Agreement. SES will not make publicly available any data obtained by the Certification process or the Assessment except for purposes stipulated in 6.3 and 6.4. or with the explicit consent of the Economic Operator or the third party concerned.
3. SES is entitled to publish on its website any Certificate (and potential annexes) issued to the Economic Operator, both as a PDF file as well as the content information of the Certificate. The information on the Certificate contains name and address of the certified entity, name and address of the CB, date of issuance and expiration of the Certificate, information regarding the scope, and data regarding the calculation methodology for the green house gas emissions. For Certificates for FGPs SES has the right to publish on its website the geo coordinates of the certified sites by making us of web-based services for the visualization of geo data, like ‘Google Maps’ or ‘Google Earth’ or any other comparable service provider.
4. As far as the Certificate refers to information regarding third parties (elevators, warehouses etc.) who are not Economic Operators the Economic Operator shall take full responsibility for the correctness of the data and ensure SES is entitled to use such data and to transmit the data to third parties. The Economic Operator will exempt SES from any claims asserted by third parties due to a violation of their rights by the use, publication or transmission of such data.
5. In case the Economic Operator changes the CB SES is entitled to forward to the new CB all data collected by SES concerning the Economic Operator in execution of the Usage Agreement, in particular with respect to previous Certifications and Assessments.
6. SES will provide the Economic Operator upon his written request with information about the data stored with SES and bearing reference to the Economic Operator concerned.

# Art. 7 Liability of SES

1. For evidencing the sustainability of U.S. soybeans resulting from the requirements stipulated by the RED SES will continuously update the SSAP-RED in accordance with relevant regulatory changes. SES shall not be liable for the existence of the relevant legal requirements regarding the evidence of the sustainability of the U.S. soybeans, particularly in the event of changing interpretation or application of the respective requirements on the part of courts or authorities. SES shall not be liable for the activities and publications of the CB.
2. SES shall not be held liable for any damages caused by their legal representatives unless caused by grossly negligent or intentional behavior. In any case the liability shall be limited to cases of violation of the material contractual duties arising under the Usage Agreement. In the event of ordinary negligence, the liability shall be limited to any foreseeable damage typical for the Usage Agreement which arises from the violation of material contractual obligations.
3. Insofar as the liability of the SES is excluded this shall also apply for personal liability of their representatives or performing agents or subcontractors.

# Art. 9 Termination

1. The Usage Agreement shall be concluded for an indefinite period of time.
2. The Economic Operator may terminate the Usage Agreement at any time.
3. SES may terminate the Usage Agreement for good cause or without any cause for any reason on 90- day written notice of termination. Good cause shall exist if one of the following situations occurs:
	* the Economic Operator is without a valid certificate for more than 12 weeks;
	* no effective Certification Agreement exists;
	* the Economic Operator provides inaccurate or incomplete data to the CB, acting grossly negligently or with intent;
	* circumstances indicate the Economic Operator which was originally certified against the SSAP-RED and then suspended from re-certification sets up a ‘new’ legal entity for circumventing the suspension of the ‘old ‘entity.
4. Any notice of termination shall be given in writing. SES or the Economic Operator will confirm the notice of termination by sending a confirmation notice.

# Art. 10 Amendment of the Terms of Use

1. In case of amendments of the Terms of Use the version applicable at the first day of the Certification shall apply. The updated Terms of Use will be presented by SES to the Economic Operator.
2. In case of amendments of the Terms of Use the Economic Operator is entitled to terminate the Usage Agreement without notice period. This shall be done in writing.

# Art. 11 Final Provisions

1. The provisions of this Agreement shall be governed by the laws of the State of Missouri, without regard to its choice of laws provision, and where necessary and appropriate, the laws of the United States of America.
2. Any lawsuit to enforce the terms of this Agreement for to assert a claim for its breach must be filed in the U.S. District Court for the Eastern District of Missouri or where appropriate, in the state court located in St. Louis, MO. These courts shall be the exclusive jurisdiction for the litigation of any claims arising out of this Agreement.

Date, place

Signature Economic Operator