



Agreement on use of the FAIRTRADE Certification Mark by Fairtrade Certified Traders

Between: Fairtrade Labelling Organizations International eV (*"Fairtrade International"*)
Having its registered address at:
Bonner Talweg 177, 53129 Bonn, Germany

and: Koerner Agro Export Center Co., Ltd. (*"Trader"*)
Having its registered address at:
26/44-45 Orakam Bldg. 12 A Fl.
Soi Chidlom, Ploenchit Rd., Lumpini, Pathumwan
Bangkok, Thailand

FLO ID 28433
Represented by:
Nattnee Bun Vichitcheep

DEFINITIONS

- A. **Certification Mark Guidelines:** Fairtrade International's guidelines specifying how the Mark must be used and displayed. Fairtrade International may unilaterally modify the Certification Mark Guidelines. The current version is provided as Appendix 1.
- B. **FAIRTRADE Certification Mark, or Mark:** the trademark registered by Fairtrade International (No. 0026 06 994 for the European Union, No. 806 431 at the World Intellectual Property Organisation (WIPO)) and used to denote compliance with the Fairtrade Standards. Additional trademark registration details for the Mark can be obtained by writing to trademark@fairtrade.net. A graphic file of the Mark is provided as Appendix 2.
- C. **Fairtrade Product:** any finished product, or any raw material or semi-finished product intended for use in a finished product, produced and traded in compliance with Fairtrade Standards as certified by FLO-CERT or other body duly authorised by Fairtrade International, and therefore eligible to bear the Mark.
- D. **Fairtrade Standards:** standards set by Fairtrade International for Fairtrade Producers, Fairtrade Traders and Fairtrade Products. Fairtrade International may unilaterally modify the Fairtrade Standards, thereby complying with the ISEAL Codes of Good Practice.
- E. **Fairtrade Traders** operators certified as trading in compliance with the Fairtrade Standards by FLO-CERT or other body duly authorised by Fairtrade International, such certificate permitting them to buy, process, or sell Fairtrade Products.
- F. **Promotional Material:** all collateral material relating to Fairtrade Products, in any form, including but not limited to advertising material, product lists, press releases, bulk packaging, labels for bulk packaging, catalogues, brochures, leaflets, handouts, manuals, displays and the like, excluding retail product packaging.
- G. **Artwork:** electronic or printed representation of the layout or layouts submitted for approval. A reproduction of approved artwork is provided as Appendix 3, Appendix 4 and so on.

CONDITIONS

1. Fairtrade International grants the Trader the right to use the Mark on Promotional Material solely in the manner stipulated in the Certification Mark Guidelines. The Trader will not use any Promotional Material which has not been approved by Fairtrade International.
2. Fairtrade International does not grant the Trader the right to transfer, assign or sub-license the Mark or to register the Mark in any way. The Trader must not use the Mark as its corporate logo or on packaging of consumer end-products.
3. Fairtrade International will not charge the Trader for any use of the Mark, if it is used properly according to the terms and conditions of this Agreement.
4. Before Promotional Material is used, the text or layout of the Promotional Material must be submitted via email to Fairtrade International for its prior written approval. Fairtrade International will respond to requests for approval within 30 days, but Fairtrade International is not obligated to grant any such request. Fairtrade International's response requiring changes to the Promotional Material will be considered a rejection of approval. Reproductions of approved artwork are provided as Appendix 3, Appendix 4, and so on.
5. The Trader must ensure that the Mark is reproduced without variation from the graphic file provided as Appendix 2.
6. Under no circumstances may the Mark be associated with any product which has not been certified against Fairtrade Standards.
7. Confusing or misleading use of the Mark is prohibited. The Mark must not be used in a manner that causes the Mark to be confused or associated with any other brand or mark.
8. The Trader must use reasonable endeavors to protect Fairtrade International's ownership and intellectual property of the Mark and must notify Fairtrade International if it becomes aware of any use or proposed use of a name or mark similar to or which could reasonably be confused with the Mark. However, the Trader has no right to enforce Fairtrade International's rights against a third party for improper use of the Mark.
9. Fairtrade International may, in its sole discretion, change these requirements at any time by providing 60 days' written notice to the Trader. Trader must comply with any changes within 90 days or terminate the agreement.
10. This Agreement will come into effect when signed by both parties and will remain in force until terminated. Executed agreement documents transmitted by electronic means are considered original documents.
11. Either of the parties may terminate this Contract by written notice at any time without cause. This termination notice will be effective 30 days after the date the termination notice was received. The Trader must cease all use of the Mark within 30 days of the effective date of termination, unless agreed otherwise by Fairtrade International and the Trader.
12. If Trader ceases to be a Fairtrade Trader for any reason, the Trader agrees to cease all reproduction of the Mark within 30 days of the termination of certification and all use of the Mark within 60 days of the termination of certification. For the avoidance of doubt, this clause does not apply when a Trader has been suspended.
13. Any dispute between the parties will be resolved by arbitration in accordance with the WIPO Arbitration Rules. The arbitration will be conducted in English.
14. Should a provision of this Agreement be void in whole or in part the validity of the remaining provisions will not be affected. Instead, clauses will be deemed included that come closest to the parties' original intention according to the purpose of this Agreement.



15. This agreement is governed by the laws of the Federal Republic of Germany.

Appendix 1: Certification Mark Guidelines sent via e-mail to: nattnee@koerneragro.com

Appendix 2: Graphics file sent via e-mail to: nattnee@koerneragro.com

Appendix 3, Appendix 4 and so on: Reproduction of approved artwork.

Bonn, (Date)

Bangkok (Date)

Caroline Hickson, Director, Brand &
Communications
Fairtrade International

Nattnee Bun Vichitcheep, (Title)
Koerner Agro Export Center Co., Ltd.

Appendix 3
Approved artwork
Web page
01/02/2013

Complete Track & Traceability
From raw material to finished product

HEALTH AND WELL BEING OF CUSTOMERS
KAEC PROVIDES SAFE, HIGH QUALITY FOOD THUS INCREASES CONSUMERS' CONFIDENCE IN THE FOOD SUPPLY.

PACKING HOUSES ACCREDITATIONS
GMP-GOOD MANUFACTURING PRACTICES BY THE DEPARTMENT OF AGRICULTURE (THAILAND)
HACCP-HAZARD ANALYSIS CRITICAL CONTROLPOINTS BY THE DEPARTMENT OF AGRICULTURE (THAILAND)
IFS-INTERNATIONAL FEATURED STANDARD FOOD BY BUREAU VERITAS CERTIFICATION



CONTRACT FARMERS ACCREDITATIONS
GAP-GOOD AGRICULTURAL PRACTICES BY THE DEPARTMENT OF AGRICULTURE (THAILAND)
GLOBALGAP-BY CONTROL UNION CERTIFICATIONS B.V.
FAIRTRADE (MANGOES AND PASSION FRUITS) - GROW AND TRADE IN A SOCIALLY, ECONOMICALLY FAIR AND ENVIRONMENTALLY RESPONSIBLE WAY. CERTIFIED BY FLO-CERT GMBH



GLOBALG.A.P.
GGN : 4049929694866
CERTIFICATE NO. CS02349-01.2012
GLOBALG.A.P. REGISTRATION NO. CU 802349

FLO-ID 28433

Your People On The Ground