CSI Partner Agreement

1. The Parties

(a) This agreement ("The Agreement") is entered into by and between Certified Seafood International, Inc. ("The Program") and the organization listed at the bottom of this agreement ("The Partner"). The Program and The Partner are the parties to The Agreement ("The Parties").

2. Grant of Permission

(a) Subject to the terms and conditions in The Agreement, The Partner is hereby granted permission to use the CSI ecolabel and claim, including on consumer-ready packaging and at the point of sale to consumers.

3. Prohibition of Unauthorized Use

(a) Use of the CSI ecolabel and claim must strictly adhere to the CSI Ecolabel and Claim Guidelines ("The Guidelines"). Any use inconsistent with The Guidelines is prohibited.

4. Chain of Custody

(a) The Partner must obtain certification to CSI's Chain of Custody Standard prior to execution of The Agreement, and is required to list its Chain of Custody certificate number on the signed agreement where indicated below. The Partner must maintain certification while The Agreement remains operative.

(b) When using the CSI ecolabel or claim in relation to specific certified product, The Partner's Chain of Custody certificate number must be proximately displayed. The Partner's valid Chain of Custody certificate must list all fisheries from which the seafood is sourced, and The Partner must ensure that supply chain integrity is maintained consistent with CSI Chain of Custody requirements.

5. Program Approval

(a) When using the CSI ecolabel or claim on consumer-ready packaging or at the point of sale to consumers, The Partner must submit to The Program for approval each individual proposed use. Specific approval from The Program via email or other written communication must be provided to The Partner in each instance before each use commences. The Partner is required to notify The Program when each approved use is discontinued.

6. Partner Fees

(a) The Partner agrees to pay an annual fee to The Program. When The Agreement is first executed, the fee will be calculated and assessed on a pro rata basis for the remainder of the calendar year. Thereafter the fee will be calculated and assessed for each calendar year.

(b) The annual fee is calculated and assessed based on the total wholesale value (USD) of CSI certified product that The Partner (i) packages in consumer-ready packaging; and (ii) sells unpackaged to consumers:

   i. <u>Consumer-ready packaged sales:</u>[1] The wholesale value of annual sales of consumer-ready packaged products eligible to carry the CSI ecolabel.

   ii. <u>Unpackaged sales to consumers:</u> The wholesale value of annual purchases of products eligible to carry the CSI ecolabel that are sold directly to consumers unpackaged at point of sale (not in consumer-ready packaging).

Note that the total is calculated based on the *total wholesale value of CSI certified product,* irrespective of whether the CSI ecolabel is used.

(c) The annual fee will be calculated and assessed based on the following schedule, using the combined total of the packaged and unpackaged calculations from (b) above for the subject year:

Wholesale value (USD):	*Fee (USD):*
$1,000,000 or less	$500
$1,000,001 - $2,500,000	$1,000
$2,500,001 - $4,500,000	$3,000
$4,500,001 - $8,000,000	$6,000
$8,000,001 - $12,000,000	$9,000
$12,000,001 - $17,000,000	$14,000
$17,000,001 - $25,000,000	$20,000
$25,000,001 - $35,000,000	$30,000
$35,000,001 - $50,000,000	$40,000
$50,000,001 - $75,000,000	$50,000
$75,000,001 - $100,000,000	$60,000
$100,000,001 - $150,000,000	$70,000
$150,000,001 - $200,000,000	$80,000
$200,000,001 - $300,000,000	$90,000
$300,000,001 or more	$100,000

(d) The Parties shall agree upon a mutually acceptable process for projecting annual sales/purchases and reconciling those projections with actual sales/purchases. Partner Fees are payable based on projected annual sales/purchases at the start of each calendar year, or on an alternative schedule agreed by The Parties.

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[1] Organizations that perform final packaging of CSI certified seafood for another organization and do not take ownership of the seafood they package are considered subcontractors. These products are assessed against the organization that retains ownership.

7. Restrictions and Compliance

(a) The Program owns the Certified Seafood International (CSI) ecolabel, including all variations of the ecolabel that feature different languages and harvest origins. The CSI ecolabel remains the property of CSI and is protected under trademark laws.

(b) The authorization granted by The Program to The Partner to use the CSI ecolabel and claim may not be sublicensed or transferred.

(c) Unauthorized or improper use of the CSI ecolabel, or misleading characterization of the assurance that CSI provides, constitute a breach of The Agreement by The Partner and may result in termination of The Agreement by The Program and/or legal action.

8. Commencement, Variation, Suspension and Termination

(a) Execution of The Agreement by The Parties is required prior to any use of the CSI ecolabel or claim by The Partner.

(b) The Program may update these terms at any time, with changes effective upon notification.

(c) The Agreement is suspended for any product during any period when the Chain of Custody certificate of The Partner is not maintained for that product.

(d) The Partner must notify The Program in writing if it wishes to terminate The Agreement. If notice is provided during a calendar year in which The Partner has commenced use of the CSI ecolabel or claim, the full Partner Fee for that year must be paid to The Program.

9. Agreement and Acknowledgment

(a) The Agreement is hereby executed by The Parties, who understand, acknowledge and agree to abide by its terms and conditions.

<u>The Partner:</u>

• Organization Name: _____

• Address: _____

• City, State, Zip: _____

• Phone: _____

• Email: _____

• Chain of Custody Certificate #: _____

* Signature: _____ Date: _____

• Name & Title: _____

<u>The Program:</u>

* Signature: _____ Date: _____

• Name & Title: _____