AFRICAN COCOA MARKETPLACE, INC.

ACM Terms and Conditions

About these Terms

These Terms and Conditions (the "Terms") are an agreement between African Cocoa Marketplace, Inc., a corporation incorporated in the State of Delaware, United States of America, with Delaware file number 7619409, and registered in the Republic of South Africa as an external company with registration number 2023/245386/10 ("ACM"), and every person or organization that uses the ACM Platform or Services, gives information to ACM, or receives information from ACM ("you" and "your", including your staff and representatives).

These Terms are organized as follows:

- Part A applies to everyone.
- Part B applies when you act as a Buyer.
- Part C applies when you act as a Seller.
- Part D applies when you act as a Partner.

If you act in more than one role, each Part applies to you in that role.

Part A. Terms for everyone

1. Accepting these Terms

1.1 You accept these Terms by ticking a box or clicking a button to confirm that you accept them, by confirming in writing that you accept them (including by email or by message on a messaging app), or by any other form of written electronic acceptance. If you accepted an earlier version of ACM's terms, you also accept these Terms by continuing to use the ACM Platform or the Services after the date stated in ACM's notice to you that these Terms replace that earlier version. Accepting electronically has the same legal effect as a signature, and creates a binding agreement between you and ACM.

1.2 By accepting, you confirm that you have read and understood these Terms, and that you have had the chance to take any advice you need about them.

1.3 The person who accepts these Terms on behalf of an organization confirms that they are authorized to do so. The organization is then bound by these Terms.

1.4 You must accept these Terms before:

(a) as a Buyer, you receive access to the ACM Platform, including the Marketplace or any Offering Sheet;

(b) as a Seller, ACM lists or promotes your Cocoa; and

(c) as a Partner, you receive any version of an Offering Sheet or any other Seller Information.

1.5 If an ACM team member or agent helps you complete a form, you still accept these Terms yourself, in writing. Nobody at ACM may accept these Terms on your behalf.

1.6 These Terms cover information given or received before or after you accept them.

2. Words used in these Terms

2.1 In these Terms:

"ACM Platform" means the Website, the Marketplace, Offering Sheets, Marketplace Profiles, ACM Verification Reports, and every other way in which ACM provides its Services.

"ACM Verification Report" means a report, in any form, that ACM prepares after carrying out due diligence on a Seller's business or research on a cocoa market.

"Buyer" means any person or organization that buys Cocoa from a Seller, or wishes to or intends to, and that uses the ACM Platform or receives

Seller Information from ACM. Every Subscriber is a Buyer, whether on free or paid access.

"Cocoa" means cocoa beans in any form and any product made from them, including whole, broken, raw, and roasted beans; nibs; liquor, paste, and mass; butter, fat, and oil; cake and powder; pulp; shells, husks, and other byproducts and waste; chocolate, and food and drink products containing cocoa; and any future cocoa product or use. Where ACM provides Services for another agricultural commodity, references to Cocoa include that commodity.

"Confidential Information" has the meaning given in clause 6.1.

"Customer Agreement" means the agreement a Buyer accepts before ACM gives it a Seller's name, described in clause 17.3.

"Data Protection Law" means any law on privacy or the protection of personal information that applies to the processing concerned, including, where applicable, South Africa's Protection of Personal Information Act 4 of 2013 ("POPIA").

"Fees" has the meaning given in clause 20.1.

"Introduction" and "Introduction Date" have the meanings given in clause 16.

"Marketplace" means ACM's online marketplace at app.cocoamarket.com, or any other address ACM uses for it, where Buyers can find Sellers.

"Marketplace Profile" means the page about a Seller on the Marketplace.

"Offering Sheet" means ACM's list of Cocoa available from Sellers, in any version, including a version prepared for a particular Partner.

"Partner" means an organization that works with ACM under a partnership, such as a trading, financing, sourcing, or development partner, and that receives Seller Information from ACM.

"Sale" means any sale of Cocoa by a Seller to a Buyer, however and wherever it is concluded.

"Seller" means any business that offers Cocoa for sale through ACM, or gives ACM information about its business for that purpose. Sellers include farms, aggregators, cooperatives, farmer groups, licensed buying companies, traders, exporters, processors, chocolate makers, and other businesses that add value to cocoa in Africa.

"Seller Information" means everything a Seller gives ACM, whether before or after accepting these Terms; everything ACM learns about the Seller's business while working with it; and everything ACM prepares

about the Seller, such as Offering Sheet listings, Marketplace Profiles, and ACM Verification Reports.

"Services" means everything ACM does relating to Cocoa and the Cocoa industry, including (a) the Marketplace and Offering Sheets; (b) verification and transparency services, such as due diligence and ACM Verification Reports; (c) brokerage and trade facilitation, meaning finding Cocoa for Buyers and Buyers for Sellers, and supporting the negotiation, contracting, and carrying out of Sales; (d) consulting, research, and analysis; and (e) marketing services for Sellers, Buyers, and Cocoa.

"Subscriber" means anyone who has an account on the Marketplace, on free or paid access.

"Website" means cocoamarket.com and every other website ACM operates.

2.2 In these Terms, the words "including", "such as", and "for example" introduce examples and do not limit the words before them. Headings are for convenience only. The singular includes the plural, and the plural includes the singular. "Days" means calendar days. A reference to a law is to that law as amended or replaced from time to time. "MT" means metric tons.

3. ACM's role and values

3.1 ACM works to the highest ethical standards. That means transparency in its dealings with everyone who uses the ACM Platform; collecting and keeping only the information it needs to provide the Services; and insisting on confidentiality between everyone who uses the ACM Platform.

3.2 Many Sellers, and the farmers they buy from, work in difficult economic, social, or political conditions. Protecting the information that Sellers give ACM is therefore one of ACM's core values. ACM requires everyone who receives Seller Information to protect it to the same standard ACM holds itself to.

3.3 ACM acts as an independent intermediary, providing brokerage and trade facilitation services that connect Sellers and Buyers. ACM never buys, sells, or owns Cocoa. Every Sale is agreed between the Seller and the Buyer, who are each responsible for negotiating, concluding, and carrying it out, including sampling, delivery, quality, payment, and regulatory compliance.

3.4 Where agreed in writing, ACM may be a party to a sale agreement between a Seller and a Buyer, for example to record ACM's role in facilitating the Sale or ACM's entitlement to Fees. ACM does not then become a seller or buyer of the Cocoa, and does not take on responsibility for carrying out the Sale unless it expressly agrees to do so in writing.

3.5 ACM does not promise any Seller that it will find a Buyer, or any Buyer that it will find Cocoa.

3.6 Nothing in these Terms creates a partnership, employment, or agency relationship between you and ACM. Neither ACM nor you may bind the other, or act on the other's behalf, unless the other agrees in writing.

4. Information ACM collects, and why

4.1 From everyone, ACM collects names, email addresses, and phone numbers; and, for organizations, the organization's name, registration number, and business address.

4.2 From Buyers, ACM also collects subscription and billing information (including information processed by payment providers); sourcing needs, requests, and interest in Sellers; and the list of current suppliers described in clause 18.

4.3 From Sellers, ACM also asks for detailed information about the business. This may include:

- company and contact details, and the locations of your premises;
- what your organization does, and the Cocoa you offer, with volumes, quality, prices, and costs;
- how you buy, process, store, and export Cocoa;
- certifications, traceability records, and farm locations (geolocation data);
- information about your staff, and about farmers and farmer groups;
- financial and operational information;
- information about cocoa farming in your supply area, such as land tenure, harvest months, and fermentation and drying methods;
- your plans for your business and the support you need, and the challenges farmers in your supply area face and the support that would help them; and
- documents, photographs, and video.

4.4 From Partners, ACM collects the information needed to work together under the partnership.

4.5 When anyone uses the Website or the Marketplace, ACM records the pages viewed and features used; searches; Marketplace Profiles viewed; requests, clicks, and other interactions; and the date, time, and length of each visit.

4.6 ACM collects information through online forms, the Website and the Marketplace, email, messaging apps, phone and video calls, site visits, and documents you send ACM. ACM's agents and Partners may collect information on ACM's behalf. When ACM verifies information, it may also use public sources, such as company registers. ACM may record and transcribe calls, and will tell you at the start of a call that it is being recorded.

4.7 ACM uses information to:

- provide the Services, including running the Marketplace, preparing Offering Sheets, Marketplace Profiles, and ACM Verification Reports, verifying information, facilitating trades, and providing consulting, research, and analysis;
- understand what support Sellers, and farmers in their supply areas, need;
- understand how the Marketplace is used, and improve it;
- invoice and collect ACM's fees; and
- keep records and meet legal obligations.

ACM uses information only for these purposes and as these Terms describe.

4.8 ACM may use information in combined, anonymous form, so that no individual person or organization can be identified, to understand and report on African cocoa markets, including in consulting, research, and analysis that ACM provides to clients for a fee.

4.9 ACM uses artificial intelligence tools to organize, analyze, and summarize information, and to prepare documents such as Offering Sheets and ACM Verification Reports. A person at ACM reviews and confirms what these tools produce before it is recorded or shared. ACM uses these tools only under terms that keep your information confidential, and will not allow any provider of artificial intelligence tools to use your information to train its systems.

4.10 ACM uses service providers to run its systems and prepare its documents, including providers of online forms, email, data storage, website hosting, communication, payments, document design, and artificial intelligence tools. They receive information only as needed for that work, and all are bound by confidentiality.

4.11 Where you give ACM personal information about other people, such as your staff or farmers, you confirm that you are entitled to share it with ACM for the purposes in these Terms.

4.12 The information you give ACM will be accurate to the best of your knowledge, and you will tell ACM when it changes. ACM records what a Seller tells it as the Seller's own statement until ACM has verified it.

5. Personal information and your rights

5.1 ACM handles personal information in line with Data Protection Law. ACM is the controller (under POPIA, the "responsible party") of the personal information collected under these Terms. ACM may publish a privacy policy on the Website giving more detail about how it handles personal information.

5.2 Your information may be processed and stored outside your country, including in the United States and South Africa. ACM takes reasonable steps to make sure this is done in line with Data Protection Law.

5.3 Subject to Data Protection Law, you may ask ACM at any time to see, correct, or delete personal information ACM holds about you, or to restrict how ACM uses it. Where ACM relies on your consent, you may withdraw it at any time; this does not affect what ACM did before you withdrew it. Send requests to hello@cocoamarket.com, or to any other address published on the Website. ACM will reply within 30 days.

5.4 When ACM deletes personal information at your request, it may keep records it is required to keep by law, records it needs as evidence of an Introduction or of a Fee owed or to establish, exercise, or defend a legal claim, and anonymous combined information.

5.5 ACM keeps business and trade information, such as information about a Seller's business and Cocoa, records of Introductions, and records of Sales, for as long as ACM's business needs it, which may be indefinitely. ACM keeps personal information about individual people, such as a contact person's name, phone number, and email address, for as long as ACM needs it for the purposes in these Terms, and for as long as ACM may need it to keep records required by law or to establish or defend a legal claim. After that, ACM deletes it or makes it anonymous. ACM may keep anonymous, combined information indefinitely.

5.6 If ACM becomes aware that information it holds about you has been lost, or seen or used by someone who should not have it, and this is likely to affect you, ACM will tell you promptly and in plain terms what happened, what information was involved, and what ACM is doing about it. ACM will also tell any authority it is required by law to tell.

5.7 ACM will not sell, rent, or license anyone's information as a dataset. ACM will not use your name, logo, photographs, or story to promote ACM itself (for example, in its newsletters, website, or presentations) without your permission.

6. Confidentiality

6.1 "Confidential Information" means all information, in any form, about:

(a) Sellers, including Seller Information, Cocoa and product details, prices, costs, sourcing methods, production capacity, staff and farmers, finances, and trade information;

(b) Buyers, including their identity, sourcing needs, purchasing strategies, prices, and trade information;

(c) Partners and their work with ACM; and

(d) ACM, the ACM Platform, and the Services, including Offering Sheets, Marketplace Profiles, ACM Verification Reports, ACM's fees, and ACM's methods.

6.2 Whenever you receive Confidential Information through the ACM Platform or the Services, you will:

(a) keep it confidential, and not disclose it to anyone except your employees, affiliates, and advisers who need it in order to give or receive the Services ("Authorized Recipients");

(b) use it only for the purposes these Terms allow (for Buyers, clause 15; for Sellers, clause 27; for Partners, clause 35);

(c) tell your Authorized Recipients that it is confidential, make sure they follow these Terms as if they had accepted them, and remain responsible for anything they do with it; and

(d) protect it with at least the care you use for your own sensitive information, and never less than reasonable care, so that it is not disclosed, spread, or lost.

6.3 The person or organization that gave the Confidential Information, or ACM, may agree in writing to another use or disclosure. It may refuse without giving a reason, and may attach conditions to its agreement, which you will follow.

6.4 You are not required to keep confidential any information that is already public (other than through a breach of these Terms), that you already knew or received lawfully from someone else, or that you developed independently.

6.5 If a law, court order, or regulator requires you to disclose Confidential Information, you will disclose only what is required. Where the law allows, you will tell ACM in writing first, so that ACM or the owner of the information can seek to prevent the disclosure, and you will cooperate with ACM if it does.

6.6 Confidential Information remains the property of the person or organization that gave it, or of ACM. These Terms do not give you any ownership of it, or any right or license to use it, except as these Terms describe.

6.7 If ACM or the owner of Confidential Information asks, you will promptly return it to ACM and destroy all other copies, including electronic copies. Copies held in archive or backup systems that cannot be destroyed without unreasonable effort may be kept, and remain confidential.

6.8 You may not extract, scrape, aggregate, or reverse-engineer Confidential Information, use it to train algorithms or artificial intelligence systems, or put it into any database, analytics tool, or competing product or service, whether for commercial or internal purposes, without ACM's prior written consent. ACM may give that consent for a specific purpose that fits these Terms, for example for a Buyer to record a Seller it is buying from in its own traceability or compliance system.

6.9 Your duties under this clause 6 continue indefinitely, including after these Terms end.

6.10 If you misuse Confidential Information, ACM may suspend or end your access to the ACM Platform and may recover its loss from you. Where the information

belongs to someone else, ACM will tell them, and will cooperate with them in any action they choose to take.

7. How Seller Information is shared: stages of access

7.1 ACM shares Seller Information in stages. The closer a Buyer moves toward purchasing from a Seller, the more it can see. At every stage, anyone who sees information that identifies a Seller is bound by confidentiality.

Stage	Who sees it	What they see
A. Inside ACM	ACM's team, contractors, and agents who need it for their work, and the service providers described in clause 4.10. All are bound by confidentiality.	All Seller Information.
B. Anonymous	Subscribers on paid access, Partners, and others who receive an Offering Sheet, all of whom have accepted these Terms; and readers of ACM's market reports and analysis.	Information about the Seller's Cocoa offer, such as product, quality, volume, and indicative price, without the Seller's name. Also combined, anonymous information about many Sellers.
C. Marketplace Profile	Subscribers at the level of access described on the Website, all of whom have accepted these Terms.	The Marketplace Profile, shown without the business name under a public profile code, describing the Seller's business and Cocoa. It does not show the Seller's name, prices, or contact details.
D. An interested Buyer	Each Buyer that the Seller has agreed to proceed with, after that Buyer has accepted ACM's Customer Agreement (clause 17).	The Seller's name, and further information about the Seller's business and offer. The Buyer may share this information with its own customers as clause 15 allows.
E. A Buyer who purchases	A Buyer who purchases Cocoa from the Seller.	The information in stage D, plus details of the Cocoa bought.

Stage	Who sees it	What they see
Partners	Partners that provide services relevant to Sellers, such as trade financing, capacity building, or development services (clause 26). All have accepted these Terms.	A version of the Offering Sheet prepared for that Partner, and the additional information described in clause 26.

7.2 Prices on an Offering Sheet are indicative only, and are not offers to sell. Offering Sheet listings and Marketplace Profiles do not show a Seller's business name, and ACM never places a Seller's name next to the Seller's prices in any document sent to more than one Buyer.

7.3 ACM may change what it shows at each stage, but it will never show a Seller's name, prices, or contact details to Buyers before stage D.

8. Intellectual property

8.1 The Website, the Marketplace, Offering Sheets, Marketplace Profiles, ACM Verification Reports, ACM's databases, and ACM's compilations, analysis, methods, and original materials, and every part of them, belong to ACM, except for the Seller Information they contain, which remains subject to clause 8.2. No part of them may be used, reproduced, copied, transferred, or replicated in any way without ACM's prior written consent, which ACM may refuse for any reason.

8.2 Each Seller keeps ownership of the information it gives ACM, and grants ACM a non-exclusive, royalty-free license to receive, store, organize, reproduce, adapt, translate, summarize, analyze, and share that information, and the documents, photographs, video, and other materials it provides, for the purposes and within the stages of access these Terms describe, for as long as these Terms allow.

9. Suspension and ending

9.1 ACM may suspend or end your access to the ACM Platform and the Services with immediate effect if you breach these Terms or give ACM information you know to be false. ACM will tell you when it does.

9.2 Suspending or ending your access does not affect any other right ACM has, including the right to seek an order from a court to stop a breach (an injunction) or to claim damages. No subscription fees are refunded where access ends because of a breach.

9.3 You may stop using the ACM Platform at any time. Sellers may end these Terms as described in clause 32. Subscribers may close their accounts as

described on the Website. Partners may end their partnership as their partnership agreement allows.

9.4 When these Terms end, every clause that is expressly stated to continue, or that by its nature should continue, does so, including clauses 5, 6, 8, 10, 12, 15, 21, and 32. A clause that states a period, such as clauses 20.2(b), 29.2, and 32.3, continues only for that period. Fees that became due before these Terms ended remain payable.

10. Liability

10.1 ACM provides the ACM Platform and the Services with reasonable care and skill. Apart from that, and except as these Terms expressly say, ACM gives no promise or guarantee about any Seller, Buyer, Partner, Cocoa, Sale, or information, including information that ACM has verified, reviewed, or presented, and does not promise that any of them will meet your requirements.

10.2 An ACM Verification Report, and any other verification or transparency service, records the results of the checks ACM carried out on the information available to it at the time. It is not a certification or guarantee of a Seller, its Cocoa, or its future performance, unless ACM expressly gives one in writing.

10.3 Each Buyer and Seller makes its own commercial decisions, and remains responsible for its own due diligence, its agreements, and the quality, delivery, payment, and regulatory compliance of each Sale. ACM is not responsible for any Seller's or Buyer's performance of a Sale, unless ACM has expressly accepted that responsibility in a separate written agreement.

10.4 ACM is not liable to you for any indirect or consequential loss, or for any loss of profit, revenue, business, contracts, or goodwill, however it arises.

10.5 ACM's total liability to you, for all claims arising out of or in connection with these Terms, the ACM Platform, and the Services, is limited to the greater of (a) the fees you paid to ACM in the 12 months before the event giving rise to the claim, and (b) USD 10,000.

10.6 The limits in this clause 10 apply only to ACM's liability to you. Nothing in this clause 10 limits your liability to ACM, including your obligation to pay subscription fees and Fees, and your liability under clauses 6, 15, 20, 21, 27, 30, 35, and 36.

10.7 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, or ACM's liability for fraud, gross negligence, or willful misconduct.

11. Changes to these Terms

11.1 ACM may change these Terms from time to time. ACM will notify you by email at least 15 days before a change takes effect, giving the date it takes effect and

a summary of what has changed, and will publish the new version on the Website.

11.2 ACM may give shorter notice, or make a change with immediate effect, where this is reasonably necessary to comply with law or the requirements of a regulator, to protect the security of the ACM Platform, to prevent fraud or misuse, or for technical reasons, or where the change does not materially disadvantage you. ACM will tell you about any such change as soon as reasonably possible.

11.3 If you do not agree to a change, you may end these Terms by telling ACM in writing before the change takes effect. If, after that date, you continue to use the ACM Platform or the Services, give information to ACM or receive information from ACM, or, as a Seller, remain listed with ACM, you accept the new version.

11.4 Each version of these Terms carries a version number and date. ACM keeps a record of which version applies to you, when and how you accepted it, and the notices ACM sent you.

11.5 A change applies only from the date it takes effect. It does not affect any Introduction, any Fee that became due, or any other right or obligation that arose, before that date.

11.6 Where a change affects how ACM uses personal information, ACM will also take any further step that Data Protection Law requires, such as asking for your consent where it is needed.

12. Disagreements and governing law

12.1 If a disagreement arises out of or in connection with these Terms (a "Dispute"), ACM or you may give the other written notice of it. Representatives of each, with authority to settle the Dispute, will then try in good faith to resolve it within 15 days after the notice.

12.2 These Terms are governed by the laws of the Republic of South Africa.

12.3 If the Dispute is not resolved within that period, ACM or you may refer it to mediation administered by the Arbitration Foundation of Southern Africa ("AFSA") under its mediation rules. The mediation may take place online.

12.4 If the Dispute is not resolved within 30 days after it is referred to mediation, or if the other does not take part in the mediation, ACM or you may refer it to arbitration administered by AFSA under the AFSA arbitration rules applicable to the Dispute at the time it is referred. The arbitration will be decided by one arbitrator, agreed between ACM and you or, failing agreement within 10 days, appointed by AFSA. The seat of the arbitration is Johannesburg, South Africa, the language is English, and hearings may take place online. The arbitrator's award is final and binding.

12.5 The mediation and the arbitration, including any award, are confidential, except as needed to enforce an award or as required by law.

12.6 Nothing in this clause 12 prevents ACM or you from asking a competent court for urgent interim or interdictory relief, for example to stop a breach of clause 6, 15, 21, 30, 35, or 36, or prevents ACM from bringing a claim in court for undisputed subscription fees, Fees, and other amounts due under these Terms.

13. General

13.1 ACM and you may also make other written agreements, such as a Customer Agreement, an ACM Verification Report order, a trade facilitation or purchasing agreement, a partnership agreement, a consulting services agreement, or a sale agreement to which ACM is a party. These add to these Terms. Where one of them differs from these Terms on its subject, that agreement prevails on that subject, except that no agreement reduces the protection these Terms give to Seller Information unless the Seller concerned agrees in writing.

13.2 ACM's consulting services are governed by the services agreement with each client. A consulting client that wishes to use the ACM Platform or receive Seller Information must first accept these Terms.

13.3 From the date you accept them, these Terms replace any earlier version of ACM's Standard Terms and Conditions of Usage, any earlier version of ACM's Seller Data and Confidentiality Agreement, and any earlier non-disclosure agreement between you and ACM. This does not affect anything that happened, or any right or obligation that arose, under any of those earlier documents, including any Introduction, any Fee owed, any duty of confidentiality in respect of information given before then, and any claim for an earlier breach. Information given to or received from ACM under any of those earlier documents is protected under these Terms as Confidential Information and, where relevant, Seller Information.

13.4 If any part of these Terms cannot be enforced, the rest continues to apply.

13.5 If ACM does not enforce a right straight away, it has not given that right up.

13.6 ACM may send notices to the email address you have given it. You may send notices to ACM at hello@cocoamarket.com, or to any other address published on the Website. A notice ACM sends by email is treated as received 24 hours after it is sent, unless ACM receives a notification that it was not delivered.

13.7 ACM may transfer these Terms to any person that takes over all or the relevant part of its business, or to another company in its group as part of a reorganization, and will tell you if it does. You may not transfer these Terms without ACM's written consent.

Part B. Terms for Buyers

This Part applies when you act as a Buyer. In this Part, "you" means you in that role.

14. Using the Marketplace

14.1 What each level of access to the Marketplace includes, and the subscription fees, are set out on the Website.

15. How you may use Seller Information

15.1 You may use the information about a Seller that ACM or the Seller has made available to you at your stage of access to the ACM Platform, but only as follows:

(a) before you buy from that Seller, for your own commercial purposes, namely evaluating the Seller, carrying out due diligence on it, and securing a sale of that Seller's Cocoa, or of products made with it, to your own customers;

(b) after you buy Cocoa from that Seller, for your own sourcing, transparency, and commercial purposes, including due diligence reporting required by law or regulation (such as the EU Deforestation Regulation), and using specifications of the Cocoa you bought, such as farm of origin, Cocoa type, and manner of production; and

(c) after you buy Cocoa from that Seller, for marketing that Cocoa and products made with it, to the extent the information may legally be disclosed.

15.2 You may share Seller Information with your own customers and prospective customers, before or after you buy, where they need it to decide whether to buy that Seller's Cocoa, or products made with it, from you, or for their own sourcing and transparency purposes. When you do:

(a) you will tell them that the information is confidential, and make sure they keep it confidential and use it only for those purposes, and do not use it to buy from that Seller other than through you;

(b) you remain responsible for anything they do with it, as if they were your Authorized Recipients under clause 6.2; and

(c) if one of your customers buys Cocoa from that Seller other than through you, using information you shared, clause 20 applies to that purchase as if you had made it, counted from your Introduction Date.

15.3 You may use information about a Seller publicly, for example by naming the Seller in a report or in marketing, only in respect of Cocoa you have bought from that Seller.

15.4 You may not use Seller Information for any other purpose. Clause 6.8 applies to all Seller Information you receive.

16. When a Seller counts as introduced to you

16.1 A Seller has been introduced to you by ACM (an "Introduction") if you have received information about that Seller through ACM, including through the Marketplace, an Offering Sheet listing, a Marketplace Profile, an ACM Verification Report, or any other communication from ACM. This applies whether or not ACM has yet given you the Seller's name, and whoever makes the first contact between you and the Seller.

16.2 The "Introduction Date" is the date on which ACM gives you the Seller's name under clause 17.3. If you deal with the Seller before then, the Introduction Date is the date on which you first received information about that Seller through ACM. For a Seller referred to in clause 16.3, the Introduction Date is the date on which these Terms first apply to you.

16.3 Earlier versions of the Marketplace showed Subscribers the business names of some Sellers. Any Seller whose name you saw on an earlier version of the Marketplace has been introduced to you by ACM, and this Part B applies to that Seller.

16.4 Clause 19 sets out the exception for Sellers with whom you already have an active trading relationship.

17. How ACM introduces you to a Seller

17.1 The Marketplace and Offering Sheets identify Sellers anonymously. Each Offering Sheet listing carries a listing ID, and each Marketplace Profile carries a public profile code. Neither shows the Seller's name. To ask about a Seller, quote the listing ID or the public profile code.

17.2 Before naming you to a Seller, ACM checks your list of current suppliers (clause 18). ACM will then give your name, and the nature of your interest, to that Seller. The Seller may decline to proceed with you without giving a reason. If it does, ACM will tell you that the Seller is not available, without giving a reason. The Seller must keep your interest confidential.

17.3 If the Seller agrees to proceed, ACM will send you its Customer Agreement, which you accept in one of the ways described in clause 1.1. The Customer Agreement confirms which Seller ACM is introducing (by its listing ID or public profile code), the Introduction Date, the volume of Cocoa you expect to buy from that Seller, and any Fees agreed differently for you. By accepting it, you confirm that the Fees in clause 20 and ACM's fee schedule (clause 20.4) apply to your dealings with that Seller. Fees may be negotiated case by case, and any Fees agreed differently are recorded in writing. Accepting the Customer Agreement does not commit you to buy, and no Fee is due on acceptance alone. ACM will give you the Seller's name only after you have accepted it.

17.4 Once ACM has given you a Seller's name, you may order an ACM Verification Report on that Seller, or other ACM verification and transparency services,

before or after the introduction call. The fee for each is due when you order it. Any credit of these fees against a later trade facilitation fee is set out in the Customer Agreement.

17.5 When you ask for an introduction call, ACM arranges an introduction call between you and the Seller. The introduction fee is paid before the call takes place (clause 20.2(a)).

18. Your current suppliers

18.1 When you subscribe, you will give ACM a dated list of the Sellers in Africa from whom you currently buy Cocoa. ACM will keep that list confidential. You may add to the list at any time, but a Seller you add after ACM has named that Seller to you does not count.

18.2 Before ACM names you to a Seller, ACM checks whether that Seller is on your list, and tells you if so.

18.3 You may still ask ACM to introduce you to a Seller on your list, for example because the Seller's management or circumstances have changed. If you do, you acknowledge in writing that the introduction counts as an Introduction by ACM, whatever the reason for your request, and that all relevant Fees, including the introduction fee and the per-MT commission, apply. ACM then follows clause 17, and clause 19 no longer applies to that Seller.

19. Active trading relationships

19.1 A Seller with whom you already have an active trading relationship, meaning current business between you and that Seller and not a past relationship that has lapsed, is not an ACM introduction for you. ACM charges no introduction fee and no per-MT commission in respect of that Seller.

19.2 If a Seller is not on your list under clause 18, it is presumed that you do not have an active trading relationship with that Seller, unless you show ACM a contract, invoice, or similar record evidencing one within 14 days of ACM naming that Seller to you.

19.3 Clause 21 does not restrict your dealings with a Seller with whom you have an active trading relationship. If you use ACM's trade facilitation, verification, or transparency services for that Seller, the Fees for those services apply, but only to the service used. If ACM facilitates a shipment between you and that Seller, ACM charges the trade facilitation fee on that shipment only. Later purchases between you and that Seller that ACM does not facilitate carry no per-MT commission, and the five-year period in clause 20.2(b) does not apply. A verification or transparency service creates no ongoing commission either. This clause 19.3 does not apply where you ask ACM for an introduction under clause 18.3.

20. ACM's fees

20.1 "Fees" means the fees payable to ACM in connection with an Introduction, a Sale, or the Services, other than subscription fees, however described.

20.2 ACM's Fees, and what triggers each, are:

(a) the introduction fee, a one-off fee for each Seller: invoiced when you ask ACM for the introduction call, and paid before the call takes place. If you contact the Seller about a trade other than through ACM, or buy from the Seller, before an introduction call, ACM invoices the introduction fee, and it is due on receipt of the invoice. Where the introduction fee depends on the volume you expect to buy, and you buy more within 12 months than you stated, ACM may invoice the difference;

(b) the per-MT commission, which is separate from the introduction fee: due on each purchase you make directly from an introduced Seller within five years after the Introduction Date, whoever makes the contact, at the rates set out in ACM's fee schedule, which reduce over that period, and not at all after the fifth year;

(c) the trade facilitation fee: due on each shipment that ACM facilitates. It replaces the per-MT commission on that shipment, and ACM never charges both on the same quantity of Cocoa; and

(d) fees for ACM verification and transparency services, such as ACM Verification Reports: due when you order the service.

20.3 If a Seller has been introduced to you by ACM, or you become aware through ACM that a Seller has Cocoa for sale, and you then conclude an agreement with that Seller for a Sale or buy Cocoa from that Seller, you are liable to ACM for the Fees that apply under clause 20.2.

20.4 The amounts of the Fees are set out in the fee schedule ACM shares with Subscribers, or as otherwise agreed in writing between you and ACM (for example, in the Customer Agreement or a trade facilitation or purchasing agreement). ACM's fee schedule is Confidential Information. Any credit of one Fee against another is set out in the Customer Agreement.

20.5 You will tell ACM of every purchase you make from an introduced Seller during the period in clause 20.2(b), within 30 days after the purchase, giving its date and the volume of Cocoa bought.

20.6 If ACM reasonably believes that you have bought Cocoa from an introduced Seller without telling ACM under clause 20.5, ACM may ask you in writing for reasonable documentary evidence of your purchases from that Seller during the period in clause 20.2(b), such as contracts, invoices, or bills of lading. You will provide it within 15 days. ACM will treat it as Confidential Information and use it only to check and invoice Fees.

20.7 Except as clause 20.2 says otherwise, Fees are due on demand, against an invoice from ACM.

21. Dealing with Sellers through ACM

21.1 You will not contact, approach, or try to communicate with a Seller whose information you received through ACM, except through ACM, until ACM has given you that Seller's name under clause 17, unless ACM agrees in writing. ACM will not refuse its agreement unreasonably.

21.2 Once ACM has given you a Seller's name, you may deal with that Seller directly. Where ACM is facilitating a trade, you will keep ACM informed as the trade facilitation agreement describes.

21.3 Clause 20 continues to apply to every purchase you make from that Seller.

21.4 This clause 21 continues after these Terms end.

21.5 A breach of this clause 21 is likely to cause ACM loss, including Fees it would have earned, and ACM may recover that loss from you. ACM may also stop providing any Services to you.

22. Your information and the Seller

22.1 ACM gives your name, and the nature of your interest, to a Seller before ACM gives you the Seller's name, as described in clause 17.2. Once ACM has given you the Seller's name, ACM may share with the Seller the information needed for the trade. The Seller is bound to keep your information confidential.

Part C. Terms for Sellers

This Part applies when you act as a Seller. In this Part, "you" means you in that role, and "Your Information" means your Seller Information.

23. Joining ACM as a Seller

23.1 You decide what to share. Some information is needed before ACM can publish a Marketplace Profile, list your Cocoa on an Offering Sheet, or complete an ACM Verification Report, and ACM will tell you when that is the case.

23.2 ACM lists or promotes your Cocoa only after you have accepted these Terms.

24. Who can see Your Information

24.1 ACM shares Your Information only in the stages described in clause 7, and with Partners as described in clause 26. Your business name is not shown on Offering Sheet listings or on your Marketplace Profile.

24.2 Before ACM gives your name or any identifying details to a Buyer, ACM will tell you which Buyer is interested. You may tell ACM not to proceed with that Buyer, for any reason, and ACM will not share your name with that Buyer. You will keep that Buyer's interest confidential.

24.3 Every Buyer and Partner that receives Your Information has accepted these Terms. Buyers may use Your Information only as clause 15 allows, which includes sharing it, in confidence, with their own customers where needed to sell your Cocoa or products made with it. Partners may use it only as clause 35 allows.

24.4 If ACM learns that a Buyer or Partner has misused Your Information, ACM will tell you, may suspend or end that Buyer's or Partner's access to the ACM Platform, and will cooperate with you in any action you choose to take.

25. What ACM will not do with Your Information

25.1 ACM will not:

- sell, rent, or license Your Information as a dataset, or give it to anyone outside the stages in clause 7 and the Partners described in clause 26;
- place your name next to your prices in any document sent to more than one Buyer;
- allow any provider of artificial intelligence tools to use Your Information to train its systems;
- use your name, logo, photographs, or story to promote ACM itself without your written permission; or
- allow Buyers to copy Your Information into their own databases, scrape it from the Marketplace, or use it to train artificial intelligence systems, unless

ACM has given written permission for a specific purpose that fits these Terms.

26. Sharing with Partners

26.1 ACM may share Your Information with its Partners that provide services relevant to Sellers, including trade financing, capacity building, and development services. This may include information that Buyers do not see, such as your costs and whether Buyers have shown interest in your Cocoa. By accepting these Terms, you agree to this sharing.

26.2 A Partner may use this information only to assess and provide its services, must keep it confidential, and may not pass it on to anyone else.

26.3 You may ask ACM at any time which Partners have received Your Information.

26.4 You may ask ACM at any time, by emailing hello@cocoamarket.com, to stop sharing Your Information with Partners. ACM will stop within 30 days.

27. Your commitments

27.1 Through working with ACM you may learn about Buyers (who they are, what they need, prices, and terms), about other Sellers, or about ACM's own business (its fees, methods, Offering Sheets, and reports). Clause 6 applies to all of it. You will use it only to work with ACM and to complete Sales arranged through ACM.

27.2 You remain responsible for how your staff, advisers, and any other partners of yours who have access to ACM information protect it.

28. Your current buyers

28.1 When you accept these Terms, ACM encourages you to give it a list of the Buyers you already trade with. This protects you: ACM will not treat a Buyer on your list as an ACM introduction, unless that Buyer asks ACM to introduce it to you and you agree to proceed (clause 28.3). ACM will keep the list confidential.

28.2 You may add to your list at any time, but a Buyer you add after ACM has named that Buyer to you does not count.

28.3 If a Buyer on your list asks ACM to introduce it to you, for example because your management has changed, ACM will tell you first, as described in clause 24.2. If you agree to proceed, that Buyer becomes an ACM introduction.

29. ACM introductions

29.1 Any Buyer that has received information about you through ACM, such as an Offering Sheet listing or your Marketplace Profile, is an ACM introduction, whoever makes the first contact, unless the Buyer is on your list under clause 28 (except as clause 28.3 describes), or, within 14 days of ACM naming the Buyer to you, you show ACM a contract, invoice, or similar record evidencing

an active trading relationship (current business between you and that Buyer, not a past relationship that has lapsed).

29.2 A Buyer remains an ACM introduction for five years from its Introduction Date (clause 16.2).

29.3 If a new Buyer approaches you while you are listed with ACM, you are welcome to ask ACM whether that Buyer is an ACM introduction, and ACM will tell you.

29.4 You will tell ACM of every Sale to an ACM introduction during the period in clause 29.2, the first Sale and every later Sale, within 30 days after each Sale, giving its date and the volume of Cocoa sold. Where ACM is facilitating the trade, you will keep ACM informed as the trade facilitation agreement describes.

29.5 Where you already trade with a Buyer, ACM may still support a Sale between you and charge that Buyer a trade facilitation fee, fees for ACM verification and transparency services, or any other relevant fee, for that service only. This does not make the Buyer an ACM introduction.

30. Going around ACM

30.1 If you sell to a Buyer you know to be an ACM introduction without telling ACM, this is likely to cause ACM loss, including any Fees ACM would have earned. ACM may remove you from the ACM Platform and may recover that loss from you. ACM will not recover the same Fee more than once.

31. Fees

31.1 ACM earns its income through Marketplace subscriptions, introduction fees, trade facilitation fees, fees for verification and transparency services (such as ACM Verification Reports), and consulting services.

31.2 At this time, ACM does not charge fees to Sellers. ACM may introduce new products or services in the future that carry a fee for Sellers, and will tell you before any such fee applies.

32. Leaving ACM

32.1 You may end these Terms as a Seller at any time by emailing ACM at hello@cocoamarket.com. Within 30 days, ACM will remove your Marketplace Profile, take your Cocoa off Offering Sheets, and stop sharing Your Information with Buyers and Partners.

32.2 After you leave, ACM no longer shares Your Information, but may keep it as clause 5.5 describes, including records it is required to keep by law, records it needs as evidence of an Introduction or a Fee owed, and anonymous combined information that already forms part of its market analysis. A Buyer that has already bought your Cocoa may continue to use information about that Cocoa as clause 15 allows.

32.3 ACM's duty to protect Your Information, and your duties under clauses 6 and 27, continue indefinitely after you leave. Clauses 29 and 30 continue for the period in clause 29.2.

Part D. Terms for Partners

This Part applies when you act as a Partner. In this Part, "you" means you in that role.

33. Partners

33.1 Partners, such as trading, financing, sourcing, and development partners, work with ACM under a partnership agreement or memorandum of understanding. Part A and this Part D apply to every Partner. Where a Partner buys Cocoa from a Seller, it is a Buyer for that purchase, and Part B also applies.

34. Partner versions of the Offering Sheet

34.1 ACM may prepare a version of the Offering Sheet for a Partner. A Partner version may include information that other versions do not, as clause 26 allows.

34.2 You will not give a copy of any Offering Sheet, or any part of it, to anyone outside your organization without ACM's written consent.

35. How you may use Seller Information

35.1 You may use Seller Information only for the purpose of your partnership with ACM, as set out in your partnership agreement or otherwise agreed in writing, and, for information shared under clause 26, only to assess and provide the services described there.

35.2 Clause 6.8 applies to all Seller Information you receive.

36. Dealing with Sellers through ACM

36.1 You will not contact, approach, or try to communicate with a Seller whose information you received through ACM, except through ACM, as your partnership agreement allows, or as ACM otherwise agrees in writing.

36.2 Where your work with ACM leads to financing, investment, a Sale, or any other business involving a Seller introduced through ACM, ACM's fees are as set out in your partnership agreement or otherwise agreed in writing.

37. Partnership agreements

37.1 These Terms apply alongside your partnership agreement or memorandum of understanding with ACM. Your partnership agreement governs the commercial terms of the partnership, and may set different Fees. Every Partner must still accept these Terms. Where it gives Seller Information more protection than these Terms, it applies. Nothing in it reduces the protection these Terms give to Seller Information, even where the partnership agreement is not legally binding.

End of Terms