

Terms and Conditions

Becoming Accredited Coordinator for THE PLEDGE on Food Waste

The PLEDGE™ on Food Waste is a Private Limited Company incorporated in Singapore under the registration number 201831048C. The PLEDGE™ on Food Waste is a third-party audited certification and benchmarking system on food waste prevention designed to improve organizations and commercial kitchens' bottom-line (“**THE PLEDGE**”).

LightBlue Environmental Consulting Ltd. is a company duly incorporated and existing under the law of Thailand, having its registered office at 30/18 Room 6A, 6th floor, Saladang road, Silom, Bangrak, Bangkok 10500, Thailand (“**LightBlue**”). LightBlue is the only legal entity entitled to speak on THE PLEDGE’s behalf for commercial development matters and engage its legal responsibility.

The Accredited Coordinator is a person that has successfully completed the official The PLEDGE on Food Waste Accredited Coordinator course and assessment and obtained the right to officially guide and accompany the assigned business(es) in their PLEDGE certification journey [(the “**Accredited Coordinator**”).

THE PLEDGE, LightBlue and the Accredited Coordinator are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

By paying the Training fee to become Accredited Coordinator for The PLEDGE™ on Food Waste, the Accredited Coordinator accepts the terms and conditions specified in this document.

1 Work Relationship

When paying the Training fee, the candidate gets access to the training delivered by LightBlue, with the purpose of becoming an Accredited Coordinator. If the candidate successfully passes the official assessment, it is officially granted the Accredited Coordinator status, which is valid for a period of two (2) years from the date of issuance of the accreditation certificate.

The Accredited Coordinator shall then enjoy the following benefits and endorse the following responsibilities.

1.0 Accredited Coordinator’s Benefits

The Accredited Coordinator shall receive a personalized Certificate of achievement, get access to the Accredited Coordinator Toolbox, be allowed to join the Accredited Coordinators Network including the Communication channel and the right to attend workshops, get access to the Accredited Coordinator’s logo, receive visibility by THE PLEDGE on the organization’s website and other social medium platforms, and receive ongoing access to THE PLEDGE compliance platform.

The Accredited Coordinator can also request access to the online training modules related to the use of LightBlue’s proprietary agile food waste monitoring system FIT, which comprises an application and a cloud-based data analytic software. For more information on this, please visit <https://www.lightblueconsulting.com/fit-food-intel-tech>.

1.1 Accredited Coordinator’s Responsibilities

The Accredited Coordinator has the responsibility to provide project management support to lead his/her organization in succeeding in the PLEDGE Certification journey, through training delivery, project management and possibly mock audits (the “**Supports**”). In that regard, The Accredited Coordinator warrants that she/he shall provide the support in accordance with applicable law, with due skill, care and diligence, to a high professional standard and in accordance with any guidelines or requests from LightBlue and/or THE PLEDGE. In providing the Supports it will not infringe the rights of third parties or breach any obligations owed to any third party.

It is understood by the Accredited Coordinator that she/he is not permitted to sell, copy, distribute or share any of the material received in the context of the training to any person or entities outside of the Accredited Coordinator's direct employer. The restriction also applies to any subsidiary, branch, or sister organization under the same management or belonging to the same owning company.

It is understood by the Accredited Coordinator that she/he is not permitted to sell any services related to the compliance with The PLEDGE on Food Waste certification to any person or entities outside of the Accredited Coordinator's direct employer. The restriction also applies to any subsidiary, branch, or sister organization under the same management or belonging to the same owning company.

Should the Accredited Coordinator wish to provide services, paid or unpaid, outside of the organization, she/he will need to request and receive a written permission granted by either THE PLEDGE, using the following email address love@thepledgeonfoodwaste.org or LightBlue, using the following email address contact@lightblueconsulting.com.

If the Accredited Coordinator fails, in the reasonable opinion of LightBlue, to satisfactorily perform the Supports and/or act in accordance with the terms of this Agreement, LightBlue reserves the right to immediately terminate this Agreement and remove the Accredited Coordinator's accreditation status by providing the Accredited Coordinator with a written notice and termination of its accreditation status shall be effective from the date of the written notice. Further legal actions may be considered for serious breach of this clause.

1.2 Accredited Coordinator Status Fee

To maintain the status of the Accredited Coordinator, the Accredited Coordinator's Company shall pay THE PLEDGE an annual Accredited Coordinator status fee of United States dollars three hundred and fifty (USD 350) per Accredited Coordinator per year, with the first payment being due and payable within three hundred and sixty-five (365) days after the Accredited Coordinator completes its assessment. The fee shall be paid by transfer in immediately available funds to the following bank account:

- Bank Name: The Currency Cloud Limited
- Bank Address: 12 Steward Street, The Steward Building, London, E1 6FQ, GB
- Bank Country: United Kingdom (GB)
- Account holder name: THE PLEDGE ON FOOD WASTE PTE LTD
- SWIFT: GB27TCCL04140470774098
- SWIFT Routing Code: TCCLGB3L

Any and all transfer fees shall be the responsibility of and be borne in full by the Accredited Coordinator or her/his Company.

Should the Accredited Coordinator no longer be employed by the Accredited Coordinator's Company but would like to maintain its Accredited Coordinator status, the Accredited Coordinator shall pay the annual fee to THE PLEDGE and enter into a business development agreement with LightBlue on an individual Accredited Coordinator basis.

1.3 LightBlue's Duties

LightBlue shall provide the Accredited Coordinator's Company with information and documentation, including but not limited to presentation slides, shall grant the Accredited Coordinator's Company the necessary access to THE PLEDGE online platform so that the Accredited Coordinator's Company can be fully operational in its PLEDGE certification journey, which, for the avoidance of doubt, will last as long as the Accredited Coordinator's Company has access to the PLEDGE platform; and upon a reasonable request from the Accredited Coordinator, LightBlue shall provide assistance, advice and support to the Accredited Coordinator to fulfil her/his obligations under this Agreement.

1.4 FIT Technology

LightBlue has developed a proprietary agile food waste monitoring system which comprises an application and a cloud-based data analytic software (“FIT”) and FIT is exclusively owned by and the property of LightBlue.

It is understood by the Accredited Coordinator that it shall not subcontract any or all of the Consulting and Training supports to any third-party entity or any of the employees of the Accredited Coordinator’s Company that has not successfully completed the training and officially become a PLEDGE Accredited Coordinator. Any breach of this clause would lead to an immediate termination of this contract.

2 Non-Exclusivity

It is expressly understood and agreed by the Parties that nothing in this Agreement shall be construed as creating any exclusive agreement which would prohibit LightBlue from executing Business Development Agreements with any other parties.

3 Independent Contractor

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship between LightBlue and the Accredited Coordinator, nor a joint-venture relationship between LightBlue and the Accredited Coordinator’s Company. The Accredited Coordinator’s Company is not the subsidiary or affiliate of LightBlue. The Accredited Coordinator’s Company acknowledges that the Accredited Coordinator shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to the LightBlue’s regular employees.

4 Confidentiality

4.0 Requirements and Regulations

The Accredited Coordinator and her/his Company shall:

- 4.0.0** keep, and maintain in strictest confidence, any Confidential Information obtained or that may come into their possession or knowledge by virtue of their relationship with LightBlue and/or THE PLEDGE, including but not limited to the criteria set under The PLEDGE on Food Waste certification standard, the training material, tools and templates received.
- 4.0.1** use the Confidential Information only as may be required to complete their duties/certification process in accordance with this Agreement [and shall ensure that any Accredited Coordinator and/or person performing any of the obligations under this Agreement on its behalf shall also adhere to the confidentiality obligations set out in this Agreement]¹; and
- 4.0.2** not, except in the proper execution of their duties, disclose or divulge any information to any person or entity or make any use of the Confidential Information for their own purpose or for any other purpose other than in accordance with this Agreement.

¹ This shall be inserted if the party to the agreement is the consultancy's company, signing on behalf of the individual Coordinator.

4.1 Definition

“**Confidential Information**” shall mean any information which is confidential or proprietary to LightBlue and/or THE PLEDGE and/or its subsidiaries and/or affiliates and/or its customers and/or subcontractors and/or any other individuals and/or companies having any kind of association or relationship with LightBlue and THE PLEDGE, which is made available (whether before or after the date of this Agreement) in writing, visual or machine readable form including, without limitation, trade secrets, technical information, certification criteria, approach and methodologies, presentations, financial projections, marketing information or software.

5 Preferred Partner

Should the Accredited Coordinator or the Accredited Coordinator's Company wish or request additional support, including but not limited to FIT, consulting or training supports to complete THE PLEDGE on Food Waste Certification, and the Accredited Coordinator is not in a position to perform the respective supports, the Accredited Coordinator or her/his Company shall provide the necessary information and contact LightBlue at the following email address: contact@LightBlueconsulting.com.

6 Term

This Agreement will be valid for a period of two (2) years from the date of reception of the accreditation certificate, unless terminated before that date by either Party giving the other a written notice which is not less than one month prior to the end date.

7 Notice

Notice to LightBlue shall be sent at the following address: LightBlue Environmental Consulting Ltd., 59/2 Soi Yenjit 6, Chan Road, Thungwatdon, Sathorn, Bangkok 10120, Thailand, or by email at contact@LightBlueconsulting.com, to the attention of Benjamin Lephilibert, CEO.

8 Intellectual Property

8.0 The Accredited Coordinator and her/his Company hereby acknowledge and agree that any tools and/or materials respectively used in the performance of their obligations and the rendering of Supports under this Agreement and during the PLEDGE certification journey, are owned by and/or are the intellectual property of LightBlue and THE PLEDGE. Such tools and materials shall only be used in connection with the Accredited Coordinator's performance of its obligations and the rendering of Supports under this Agreement, and in connection with the Accredited Coordinator's Company's PLEDGE certification journey, and shall not be shared, communicated and/or transferred in any form whatsoever to any parties.

8.1 If the Accredited Coordinator or her/his Company develops its own work and/or materials including but not limited to training materials and such work and/or materials use any of the Confidential Information or any of the tools and/or materials which are owned by and/or are the intellectual property of LightBlue and/or THE PLEDGE, the Accredited Coordinator and his/her Company shall submit such materials to LightBlue for review and sign-off prior to providing any such materials to customers or any other third parties.

8.2 All intellectual property rights in any work or material developed by the Accredited Coordinator or her/his Company which uses any of the Confidential Information or uses any of the tools and/or materials which are owned by and/or are the intellectual property of LightBlue and/or THE PLEDGE (the “**Work Product**”) shall belong to and be the sole property of LightBlue and THE PLEDGE and the Accredited Coordinator and his/her Company shall not be entitled to claim any ownership or any other rights over the Work Product.

8.3 Any use of the name, acronym, logo and emblem of THE PLEDGE other than set out under this Agreement shall be subject to prior written authorization from THE PLEDGE.

9 Non-Competition

9.0 At the date of this Agreement, the Accredited Coordinator and her/his Company represent and warrant that no conflict of interest exists or is likely to arise in the performance of any of their obligations under this Agreement.

9.1 The Accredited Coordinator and his/her Company shall immediately inform LightBlue and THE PLEDGE if they become aware that such a conflict exists or is likely to arise.

9.2 During the term of this Agreement, without the prior written approval of LightBlue, the Accredited Coordinator shall not perform certification supports solely focused on Food Waste for or on behalf of any other certification body which is, or might reasonably be adjudged to be, in the sole discretion of LightBlue, a direct competitor of LightBlue and/or THE PLEDGE. For the avoidance of doubt, the Accredited Coordinator may perform other sustainability certification supports.

9.3 During the term of the Agreement and for a period of two (2) years after termination of this Agreement for any reason whatsoever, the Accredited Coordinator and his/her Company shall not engage in, consult with, participate in, hold a position as shareholder, director, officer, representative, employee, partner or investor, or otherwise assist any business entity in any country in which THE PLEDGE has business activities, that is engaged in developing or offering food waste certification activities in competition with the business of LightBlue and/or THE PLEDGE.

9.4 The Accredited Coordinator and the Accredited Coordinator's Company agree and acknowledge that they will not perform any work directly or indirectly for any client of THE PLEDGE which competes with THE PLEDGE's core business.

10 Indemnity

The Accredited Coordinator's Company hereby indemnifies LightBlue and THE PLEDGE and will during the term of this Agreement and after its expiry or termination (as the case may be), keep LightBlue and THE PLEDGE indemnified against any and all liability, costs (including legal costs on a full indemnity basis), expenses, loss and damage suffered or incurred (or agreed to be paid by way of settlement or compromise) by LightBlue and THE PLEDGE as a result of any breach by the Accredited Coordinator's Company of this Agreement, any claim against THE PLEDGE and/or LightBlue arising out of or in connection with the use of THE PLEDGE's Intellectual Property by the Accredited Coordinator's Company and/or each Accredited Coordinator (excluding any claim that use of THE PLEDGE Intellectual Property infringes on the Intellectual Property rights of any third party); or any claims whatsoever by third parties arising out of the non-performance or negligent performance of the Supports.

11 Termination

11.0 Termination by LightBlue

LightBlue may, by thirty (30) days' written notice to the Accredited Coordinator's Company, terminate this Agreement if at any time, the Accredited Coordinator's Company and/or each Accredited Coordinator commits any breach of this Agreement; the Accredited Coordinator's Company and/or each Accredited Coordinator is or becomes insolvent, LightBlue or THE PLEDGE is of the opinion (acting reasonably) that the Accredited Coordinator's Company and/or each Accredited Coordinator has brought, or is bringing, LightBlue, THE PLEDGE and/or its related entities or programs into disrepute, the Accredited Coordinator's Company and/or each Accredited Coordinator does not achieve the minimum performance standards specified in this Agreement, the Accredited Coordinator's Company and/or each Accredited Coordinator divulges, transfers

and/or copies the Confidential Information in breach of this Agreement and without the prior written consent from THE PLEDGE and/or LightBlue.

The Accredited Coordinator's Company and/or each Accredited Coordinator acknowledge and agree that it will not have any claim for damages, compensation, payment or any other remedy against LightBlue if this Agreement is terminated for any of the reasons set out in this Clause.

11.1 Termination by the Accredited Coordinator's Company

The Accredited Coordinator's Company may, by thirty (30) days' written notice to LightBlue, terminate this Agreement with immediate effect if at any time, LightBlue or THE PLEDGE commits any material breach of this Agreement, LightBlue or THE PLEDGE is or becomes insolvent, or The Accredited Coordinator's Company is of the opinion (acting reasonably) that LightBlue or THE PLEDGE has brought, or is bringing, the Accredited Coordinator's Company or its related entities or programs into disrepute.

11.2 Return of information

On termination under this Agreement, the Accredited Coordinator and his/her Company must return to LightBlue any property of LightBlue and/or THE PLEDGE which is in their possession, including but not limited to, training material, login and password to access the online PLEDGE platform, login and password to access the FIT platform, all files and information relating to the certification and customer(s) in relation to the certification, irretrievably delete any information relating to the business of LightBlue and/or THE PLEDGE stored in any format (physical, electronic or otherwise) and all matter derived from such sources which is in their possession or under their control; and provide a signed undertaking to acknowledge that they have complied with their obligations in this Clause.

12 Invalidity/severance

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

13 Force Majeure

Neither Party shall be responsible for any delay or default in the performance of its obligations under this Agreement due to causes beyond the reasonable control of the Party concerned, including, but not limited to riots, civil commotion, wars, hostilities between nations, laws, orders, regulations, embargoes, actions by the government or any government agency, Acts of God, earthquakes, floods, storms, fires, major accidents, strikes, lockouts, sabotages, explosions, epidemics, quarantine restrictions, or other similar events. The Party concerned shall notify to the other Party within seven (7) days from the date of occurrence of the force majeure event.

14 Expenses

Each Party shall bear its own costs in connection with the preparation, negotiation and entry into of this Agreement and any and all of the activities to be undertaken under the Agreement unless otherwise agreed in writing by the Parties.

15 Entire Agreement

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.

16 Variation

No amendment to this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

17 Governing Law and jurisdiction

This Agreement and any documents to be entered into pursuant to it and any non-contractual obligations arising out of or in connection with it and any such documents shall be governed by and construed in accordance with the laws of Thailand and each of the Parties irrevocably agrees that the courts of Thailand are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and any documents entered into pursuant to it.