

## MILL SUBSCRIPTION CONTRACT

This Subscription Contract is made and entered into as of \_\_\_\_ [Date] \_\_\_\_ (the “Effective Date”) by and between the U.S. Cotton Trust Protocol, LLC, a limited liability company having a principal office at 7193 Goodlett Farms Parkway, Cordova, Tennessee, 38016 (the “CTP”) and the Mill (the “Subscriber”) identified below. This Subscription Contract supplements the terms of the Membership Agreement (“Agreement”) entered into by and between the CTP and the Subscriber on \_\_\_\_ [Date] \_\_\_\_ and to which this Subscription Contract is attached and incorporated therein. If there is a conflict between the terms of the Agreement and the terms of this Subscription Contract, the terms of the Agreement shall control unless otherwise expressly stated. Capitalized terms used but not defined herein shall have the meaning attributed to such terms in the Agreement.

1. **Services.** In consideration of the payments and other commitments described below and in the Agreement, the CTP agrees to provide the Subscriber with access to and use of the CTP’s website platform, participation in the Protocol and such other services available to Members, as expressly described in the Agreement (the “Services”).
2. **Subscription Period.** Unless terminated in accordance with its terms, the Agreement, including the terms of this Subscription Contract, shall commence on the Effective Date and remain in effect for the period or periods provided for in the Agreement. This Subscription Contract shall have an Initial Period that commences on the Effective Date and expires on July 31, 2022. On August 1, 2022, and on August 1 of every year thereafter, this Subscription Contract shall renew automatically for additional one-year periods unless either Party gives notice at least 30 days prior to the expiration of any one-year contract period for any reason, or no reason, that such Party does not agree to renew the Subscription Contract. Termination of the Subscription Contract in accordance with its terms, including failure to renew the Subscription Contract, shall result in automatic termination of the Agreement, without the necessity for additional action by either Party.
3. **Fees.** The Parties hereby expressly agree that the Subscriber shall pay the following fees, as applicable, payable within ninety (90) days of receipt of invoice:
  - (a) **Base Annual Fee.** For the Subscriber to be a Member of the CTP and receive the Services, the Subscriber agrees to pay the CTP a Base Annual Fee of US\$500.00, adjusted on a pro rata basis from the Effective Date. The Base Annual Fee covers the cost of Membership for the Mill’s main manufacturing location plus one subsidiary manufacturing location.
  - (b) **Supplemental Annual Fees for Additional Mill Locations.** To receive the Services for additional subsidiary manufacturing locations, in addition to the locations described in subparagraph (a), the Mill agrees to pay supplemental annual fees in accordance with the following rate schedule, adjusted on a pro rata basis from the Effective Date:

Additional Subsidiary Manufacturing Locations	Supplemental Cost to Annual Fee per location
Second Location	\$100.00
Third Location	\$100.00
Fourth Location	\$100.00
Fifth Location	\$100.00
Sixth Location	\$100.00
Seventh – Tenth Locations	Free

The Subscriber may not receive the Services for more than ten subsidiary manufacturing locations.

4. **Taxes.** The Subscriber is responsible for any national, U.S. federal, state, and/or local taxes that it may owe as a result of the Agreement, including without limitation this Subscription Contract.
5. **Responsibilities.** The Subscriber expressly acknowledges and affirms the terms and conditions and responsibilities and commitments that it agreed to in the Agreement.
6. **Right to Publicize.** The Parties expressly acknowledge and affirm the right of each to publicly disclose the fact of the Subscriber’s Membership Agreement with the CTP.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Subscription Contract by their duly authorized representatives effective as of the Effective Date.

[NAME OF SUBSCRIBING MILL]

U.S. Cotton Trust Protocol, LLC

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_