



STANDARD ADVISORY COUNCIL

Engagement Letter

Following formal approval notification from the STANDARD EXECUTIVE COMMITTEE (SEC) on date of [notification], I, [first and last name], hereby agree to be appointed as a member ("SAC Member") of the STANDARD ADVISORY COUNCIL (hereafter the "SAC"), starting from the date of the annual kickoff meeting of the SAC in [2023] until [September 30, 2024] (hereafter the "Role").

I confirm that I am aware of ORMEX's activities and businesses, and declare that I am legally eligible and available for this Role. There are no commitments preventing me from fulfilling my duties to the SAC.

I have carefully read and fully understood the ORMEX CODE OF ETHICS and the STANDARD ADVISORY COUNCIL BYLAWS attached to this Engagement Letter.

By signing this Engagement Letter, I agree to comply with the ORMEX CODE OF ETHICS and fulfill my duties as a Member of the Standard Advisory Council in accordance with the terms and conditions outlined in STANDARD ADVISORY COUNCIL BYLAWS.

Confidentiality Restrictions

With regard to the confidentiality restrictions:

- ✓ I understand that the Information I will receive or access in this Role is strictly confidential ("the Confidential Information"), and that disclosing it may result in material damages to ORMEX, as well as its clients and partners. Therefore, I agree to keep all information strictly confidential and not to disclose any Information to third-parties,
- ✓ During the entirety of my Role and for a period of three (3) years following its termination for whatever reason, I am committed to the following:
 - o not disclosing or making available any part of the Confidential Information available to any third party without prior written consent from the ORMEX 's Standard Executive Committee,

- not using or exploiting the Confidential Information in any way, except as strictly necessary for my Role,
 - not copying, writing or recording in any way the Confidential Information, unless strictly necessary for my Role, and such copies, writing, or recordings will remain the property of ORMEX,
 - not using, reproducing, transforming or storing Confidential Information in any computer or electronic system, or transmitting or moving it in any form or by any means, except to complete my Role,
 - applying appropriate security measures and care to protect Confidential Information, such as those I would apply to my own Confidential Information, in order to prevent unauthorized disclosure, copying, or use, including in relation to records of the Confidential Information,
 - to keep strictly confidential any personal data and not to disclose personal data without a written consent of the relevant person.
- ✓ When expressly approved by the Standard Executive Committee, I may disclose Confidential Information to a third party, in compliance with a “need to know” rule (meaning to only persons who need to have the information or part thereof to complete their tasks), provided that:
- I inform these persons in writing of the confidential nature of the Confidential Information prior to its disclosure, and
 - I ensure that these persons have signed the ORMEX Non-Disclosure Agreement Template prior to any information disclosure.

I agree to stop using the Confidential Information, destroy it and any copies archived in any form and on any type of media, at the term of my Role.

Conflicts of Interest situations

I hereby declare, to the best of my knowledge, that I have no other potential conflicts of interest situations than beyond those previously disclosed to the Standard Executive Committee during the appointment process.

Authorization for image/voice recording ¹

I do not authorize ORMEX to use, record and reproduce my image or voice recording other than for the purpose and in connection with SAC meetings, for the duration of these events and to facilitate the drafting of the meeting minutes. I understand that at the start of each meeting, I have the right to decline having my image and voice recorded for that meeting. The recorded images and voice recordings will be deleted 3 months after the relevant meeting minutes have been approved.

I authorize ORMEX, in connection with my Role and/or in relation to ORMEX carbon credits and standard business activities (including marketing and commercial activities) (“the Purpose”),

(i) to use, record and reproduce my image and voice recording in connection with the SAC meetings, for the duration of the events to facilitate the drafting of the meeting minutes. I understand that at the start of each meeting, I have the right to decline having my image and voice recorded for that meeting. The recorded images and voice recordings will be deleted 3 months after the relevant meeting minutes have been approved,

(ii) to use my image and/or my voice (photographs, videos, and/or voice recording) taken by ORMEX, or by a third party on behalf of ORMEX, or provided by me to ORMEX, in particular, to record, broadcast, display, reproduce, distribute, or exploit them (in part or in full), directly or through third parties, on a non-exclusive basis and worldwide, during my Role and for one year thereafter, on any form and known or unknown media type, including but not limited to paper, analogical, digital or electronic media, for internal and external communication and/or archiving activities, pursuant to or in connection with the Purpose, in particular (all refer as the “Context”):

- ✓ to publish them on the ORMEX’s website, intranet, extranet, blogs, social networks, press articles (magazines, daily newspapers or periodicals), advertisement, promotional media, ORMEX’s partners and customers websites and blogs,
- ✓ for public presentation, conferences, events, open and distance learning if any,
- ✓ to copy them on any publication of ORMEX or physical media, including but not limited to: brochure, newspaper, booklet, brochures, posters, kakemonos, banners...,
- ✓ for audiovisual medium, in particular cinema, TV and by all means inherent to this mode of communication,
- ✓ to copy them and conserve them on any digital support, including but not limited to: DVD, USB key, hard disk, and on other supports than digital media (screen capture prints, scanning photographs, etc.) and to other formats

¹ Please, mark the box of your choice with a cross

(scanning photographs, etc.),

To the express exclusion of any use that would damage my reputation or infringe on my privacy.

I authorize ORMEX to modify, adapt, or delete (or have modified, adapted, or deleted) the initial fixation of my image and/or voice recording as it sees fit and choose the relevant images/voices while adhering to the exclusions herein listed.

I hereby, permit ORMEX to communicate any photograph, video, or voice recording to partners and other third parties on any type of support (paper, analogic, digital or electronic) necessary for the fulfillment of the Purpose.

This authorization is conferred free of charge and without compensation.

I guarantee that I am not bound by any agreement with a third party, of any nature whatsoever, preventing the implementation of this authorization.

The Engagement Letter is effective on [date].

[*First and last Name*]
Signature

Document reference

ORM/OPR/SAC_EL_EN (template)

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SEC/OCS/EL_v1.0_EN_1.0	2023_05_02	Final draft version	SEC Approval
SEC/OCS/EL_v1.0_EN_1.0	2023_05_12	Final version	Edited
ORM/OPR/SAC_EL_EN_v1.1	2023_06_19	Final Version OSC changed to SAC (OSC first meeting 2023_06_16) Reference modification	Edited

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Confidential

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