ETP GLOBAL RULES EFFECTIVE AS OF 6th October 2026

The Ethical Tea Partnership (ETP) has revised the Global Rules (the "Rules"), which set forth the conditions associated to ETP membership. The Rules are hereby adopted effective as of the date set forth above.

1. Interpretation

In these Rules, unless there be something in the subject or context inconsistent therewith:

- "Candidate" means a company applying to become a Member of ETP.
- "ETP" means "Ethical Tea Partnership".
- "Director" means a directors of the ETP, and includes any person occupying the position of director, by whatever name called.
- "Member" has the meaning given in section 112 of the Companies Act 2006.
- Words importing the singular number include the plural number and vice versa.
- Words importing the masculine gender include the feminine.
- Words importing persons include corporations.
- "Tea" is defined as *Camellia sinensis*.

2. Objective

ETP's mission is to promote long-term, systemic change in the tea industry, with the ultimate benefit of seeking to support workers and wider stakeholders – especially in tea-producing regions.

ETP seeks to foster this change by considering the needs of workers, farmers, and communities, convening our Members, facilitating collaboration, and mobilising resources to deliver ETP's strategy.

3. Membership Conditions

Membership of ETP is open to any company involved with sourcing, trading, packing or retailing of tea.

On becoming a Member of ETP, Members agree to:

a) support ETP's Objective
b) comply with these Rules
c) demonstrate processes to enable visibility over Tea sourcing by:
    a. submitting a full list of all sites where Members purchase Tea from globally and at any farm or garden level and submitting an updated list of sites to ETP's Secretariat annually,
    b. submitting Tea volumes for all distribution markets disaggregated by country of origin to ETP's Secretariat annually;
d) follow the use of ETP's brand guidelines when displaying the ETP logo and seek permission for the use of the logo in all marketing material (as outlined in the brand guidelines and provided to members in their membership package). Any unauthorized use of the ETP logo or non-compliance with brand guidelines may be considered a breach of that Member's Membership Conditions.
e) demonstrate their commitment to ETP's principles of membership - Annex 1.
f) abide by the decisions of the ETP board and general meetings and be bound to further to the best of their ability the objects, interests and influence of ETP, and shall observe all rules and policies of ETP.

ETP is prohibited to admit as a Member a company based in a country listed in the UK Government's and United Nations sanctions list, and which directors or persons of significant control are within the UK list of sanctioned list.

4. Admission to Membership

a) The admission of a Candidate as a Member shall be based on (i) the Candidate committing to comply with the Membership Conditions in Section 3, (ii) completion of a membership application, and (iii) the approval of the application by the Membership and Nominations Committee.
b) A candidate shall be admitted to membership in accordance with the Rules and shall become a Member once they have paid their membership fees and are entered in the register of Members accordingly, following approval by the Membership and Nominations Committee.

If a Member changes ownership or goes through a material change in control, the Member must use reasonable efforts to inform ETP of this change or within one month of any public announcement of the change at the latest. ETP may require the Member to re-submit its membership application in line with this Section 4.

5. Categories of Membership

a. Friend of ETP: Open to any company that packs, trades or sells tea that operate with less than 175,000kg of Camellia sinensis per year and open to any company that does not pack, trade or sell tea but seeks to support and collaborate on impact initiatives across the four causes that ETP champions.
b. ETP Affiliate: Open to any retailer that sells tea.
c. ETP Member (Class A if declaring over 10,000,000 KG of Camellia Sinensis or Class B if under 10,000,000 KG of Camellia Sinensis): Open to any company that packs, trades or sells tea.

6. Membership fees

Each Member shall pay a membership fee of an amount determined by the schedule of membership categories. The schedule of fees is reviewed annually by the Membership and Nominations Committee pursuant an approval from the Board of Directors. The schedule of applicable fees is communicated to Candidates upon request.

The amount received by ETP in respect of the annual membership fee shall be applicable to the payment of all claims, demands and expenses incurred by or on behalf of ETP.

7. Benefits of membership

a. Each Member may access benefits of membership in line with their membership category. See ETP's Membership Benefits here.

8. Resignation

a) A Member may withdraw from membership by giving ETP notice in writing based on their membership category outlined below:
    a. Friend of ETP: six-months' notice
    b. Affiliate of ETP: nine-months' notice
    c. Member:
        Class A and Class B: 12-months' notice
b) Membership fees are due for the duration of the notice period.
c) The company withdrawing from ETP must cease to use ETP brand, logo, and name on any new packaging produced from the beginning of the notice period.

9. Defaults

a. A Member in breach of the Rules will be considered in default of ETP membership.
b. ETP's Membership and Nominations Committee will be informed of Members in default and reviewed on a case-by-case basis.
c. Members in default will be graded by ETP's Membership and Nominations Committee according to a traffic light system as follows
    a. Green: in default, with clear intentions made by the member to resolve
    b. Yellow: in default, with limited intentions made by the member to resolve
    c. Red: in default, with no intentions made by the member to resolve

10. Suspension

a. Should a Member reach the red default rating, the ETP board may, if they think fit, pass a resolution to suspend their membership.
b. A suspended Member is provided with three months to demonstrate clear intentions and action to resolve their breach of membership.
c. Suspended Members will be reviewed by the Membership and Nominations Sub-Committee of the board every three (3) months.

11. Expulsion

a) If any Member does not satisfactorily respond to suspension or commits a breach of the Rules that is deemed serious, at the Membership and Nominations Committee's discretion, or being an individual becomes bankrupt or insolvent or compounds with their creditors, or shall be guilty of conduct which in the opinion of the members of ETP makes them unfit to continue as a Member, the ETP board may, if they think fit, pass a resolution to cancel their membership.
b) Membership may be terminated if any sum due from the Member is not paid in full within six months of it falling due *and* the Membership and Nominations Committee raises the issue to the Board of Directors with recommendations of action to be taken towards the member.
c) The Member expelled from ETP must cease to use ETP brand, logo, and name in all instances immediately

12. General Meetings

A general meeting of ETP shall be held once at least in every year. Such meeting shall be called the Annual General Meeting.

Members are entitled to vote at the Annual General Meeting, voting rights are held by the nominated individual for each member as per the member application form. A second proposed holder of the voting rights may be submitted for each member to the company secretary, who may vote in the absence of the nominated individual.

13. Arbitration

Members agree that any dispute arising out of or in connection with the Rules shall be referred to and finally resolved by arbitration under the London Court of International Arbitration rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat of arbitration is London, United Kingdom. The language of the arbitration shall be English. The rules of law applicable to the merits shall be English law.

14. Contracts

Members agree not to enter into any contracts or transact any business on behalf of ETP without the approval of the general meeting or the Board.

15. Accounts

No Member shall have the right of inspecting any account book or document of ETP except as provided by law or authorised by the Board or by a resolution of ETP in general.

16. Indemnity

Every Member or Director or the Executive Director and employees of ETP shall be entitled to be indemnified against all expenses, losses and liabilities properly incurred by it or him or her in the management of the affairs of ETP or otherwise in connection with ETP, as set forth in the Articles of Association, provided that nothing in this clause shall entitle it or him or her to any indemnity against liability arising through negligence or fraud or similar actions on its or his or her behalf.

17 Amendment to Rules

No amendment to or alteration of the Rules shall be made except at an Annual or Extraordinary General Meeting of ETP, or otherwise in accordance with the Articles of Association.