

U.S. MILL-MANUFACTURER 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 non-profit limited liability company having a principal office at 7193 Goodlett Farms Parkway, Cordova, Tennessee, 38016 (the “Protocol”) and [Mill-Manufacturer] (“Subscriber”) identified below. This Subscription Contract supplements the terms of the Participating Membership Agreement (“Agreement”) entered into by and between the Protocol 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shall control unless this Subscription Contract expressly states that a specific provision of the Agreement will be superseded by a specific provision of this Subscription Contract.

1. **Services.** In consideration of the payments and other commitments described below and in the Agreement, the Protocol agrees to provide access to and use of the Protocol’s website platform as expressly described in the Agreement.
2. **Subscription Period.** This Subscription Contract shall commence on the Effective Date and remain in effect for one (1) year.
3. **Renewal Period.** Unless and until terminated according to the terms of the Agreement, the Subscription Period shall renew and remain in effect for an additional period of one (1) year and shall continue to renew in this manner in succeeding years.
4. **Fees.**
 - (a) **General Subscription.** For the Services described in Section 1 (“Services”), the Subscriber agrees to pay the Protocol an annual fee of US\$500.00, payable upon signing of this Agreement and invoicing by the Protocol; the annual fee for each Renewal Period shall be due on the first day of the Renewal Period.
 - (b) **Invoice for Renewal Period.** The Protocol shall submit an invoice for the annual fee for a Renewal Period at least thirty (30) days prior to the first day of that Renewal Period.
 - (c) **Waiver of Annual Fee.** The annual fee described in paragraph 4(a) is waived for the Subscription Period if on the Effective Date, and shall also be waived for each Renewal Period if on the first day of such Renewal Period, the Subscriber is either a member of the National Cotton Council of America or is eligible to participate in COTTON USA™ program.
4. **Taxes.** The Subscriber is responsible for all national, U.S. federal, state, and/or local taxes that may be incurred by it as a result of this Subscription Contract.

5. **Responsibilities.** The Subscriber expressly acknowledges and affirms the responsibilities and commitments described by the Agreement.

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

Subscriber

U.S. Cotton Trust Protocol, LLC

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____