



GOVERNING FRAMEWORK

Document Number: SCP/GVF/26/01/22/001

1. Purpose, Nature and Legal Structure

1.1 Legal Status and Registration

This Governing Framework establishes the foundational governance framework of the Sustainable Coconut Partnership, operating under Sustainable Coconut Partnership Ltd., a Company Limited by Guarantee registered in the Republic of Singapore. The registered address of SCP is 60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051 (“SCP”).

1.2 Mission and Vision of the Partnership

SCP is a business-led, multi-stakeholder network governed by a Steering Committee and by Member Meetings. Its mission is to work towards a responsible and resilient coconut sector that drives positive impact for farmers’ livelihoods, the climate, and the environment. Its vision is to catalyse sustainable coconut production by establishing industry-wide best practices and impact programmes.

1.3 Purpose of the Governing Framework

The purpose of this Governing Framework is to provide a clear, modern, and agile governance model that enables SCP to operate effectively as an industry platform while ensuring stable leadership, operational autonomy for the Executive Director, and long-term protection of SCP’s mission and integrity.

1.4 Application of Income and Property

The income and property of SCP shall be applied solely towards the promotion and execution of its mission and objectives. No portion of such income or property shall be paid or transferred, directly or indirectly, to any Member, except as reimbursement of authorised expenses or as payment for services rendered to SCP.

2. Governance, Structure and bodies of the partnership

SCP operates through the following bodies:

- (a) Secretariat
- (b) Steering Committee
- (c) Advisory Board
- (d) Working Groups
- (e) Member Meetings

2.1 Secretariat and statutory board

2.1.1 Role & Composition of the Secretariat

The Secretariat consists of the Executive Director and such additional Secretariat staff as may be required. Secretariat staff may be employees of SCP or contractors engaged under contract of service. The Secretariat is responsible for



implementing SCP's programmes, services, and day-to-day operations. It maintains internal controls, financial processes, risk management, and compliance practices consistent with Singapore governance standards. The Executive Director provides continuity of leadership for SCP. Any decision that has the effect of altering or replacing the Executive Director's role or his contract shall be considered a change to the foundational governance framework of SCP and shall follow the procedures for structural changes set out in Article 7.

2.1.2 Operational Authority

The Executive Director is the head of the Secretariat and is responsible for the overall operations, staffing, finances, programme implementation, recruitment, and responsible use of funds. The Executive Director shall be responsible for: appointing Secretariat staff, delegating responsibilities as necessary, and ensuring the effective and lawful functioning of SCP. The Executive Director reports to the Steering Committee on performance, delivery of the approved workplan, while retaining full operational autonomy in the day-to-day management of SCP. The Secretariat shall have the authority to carry out all necessary operational functions of SCP, including but not limited to budget preparation and management, facilitation of meetings, internal and external communications, and preparation of progress reports for Member Meetings.

2.1.3 Role and composition of the statutory board

The Directors of SCP shall be responsible for ensuring compliance with all legal and regulatory requirements under the Companies Act 1967 of Singapore (the "Companies Act"). A Singapore resident director may be appointed to meet the local resident directorship requirements under the Companies Act. Every Director is to be indemnified out of the assets of SCP against any liability (other than any liability referred to in section 172B(1)(a) or (b) of the Companies Act) incurred by the Director to a person other than SCP attaching to the Director in connection with any negligence, default, breach of duty or breach of trust.

2.2 Steering Committee

2.2.1 Mandate and Purpose of the Steering Committee

The Steering Committee acts under authority delegated by the Directors and provides strategic guidance, approves the annual workplan and ensures that SCP operates with integrity, transparency, and credibility as an industry platform. It shall not be involved in day-to-day management, which is delegated to the Executive Director. The Steering Committee may not issue instructions to staff or contractors other than through the Executive Director.

2.2.2 Composition of the Steering Committee

The Steering Committee consists of:

- (a) Up to six (6) elected representatives of Industry Members ("Non-Permanent Steering Committee Members") each of whom must be represented by a current employee of the Industry Member they represent; and
 - (b) The Executive Director, who holds a permanent voting seat on the Steering Committee,
- together referred to as "the Steering Committee" and each referred to as a "Steering Committee Member" (as the context requires).



2.2.3 Appointment, Term and Remuneration of Steering Committee Members

Unless otherwise stated in this Governing Framework, Non-Permanent Steering Committee Members will be elected through a Member Meeting. Appointments to the Steering Committee are for a two-year term, and Steering Committee Members may be reappointed. Steering Committee Members shall not be remunerated or reimbursed for participation in Steering Committee meetings. Costs incurred for third-party services or venues required for Steering Committee meetings will be covered by SCP's annual budget.

2.2.4 Core Decision-Making Responsibilities of the Steering Committee

The Steering Committee is responsible for the approval of:

- (a) the annual workplan;
- (b) membership criteria and dues;
- (c) the creation and closure of Working Groups; and
- (d) strategic partnerships that support SCP's mission;
- (e) amendment of this Governing Framework, if any;
- (f) the Antitrust Compliance Policy;
- (g) the Code of Conduct; and
- (h) the annual budget.

All approvals by the Steering Committee are within the scope of authority delegated by the Directors and do not displace any approval required of the Directors or in general meeting under the Constitution or the Companies Act.

2.2.5 Frequency of Meetings and Quorum Requirements

The Steering Committee meets at least monthly. A quorum or the minimum number of Steering Committee Members who must be present for a meeting to be valid, requires the presence of at least 50% of voting Steering Committee Members. Decisions of the Steering Committee are taken by simple majority unless otherwise specified in this Governing Framework.

2.2.6 Decision-Making Process and Voting Rules

The Steering Committee shall aim to reach decisions by consensus. If consensus cannot be reached, a decision shall be made by simple majority vote. Decisions relating to the suspension or termination of Members require an affirmative vote of at least two-thirds of all voting Steering Committee Members, excluding any Steering Committee Members affiliated with the Member concerned. In the event of a tie vote, the motion shall not pass and may be reintroduced at the next meeting; if a second tie occurs, the Steering Committee may refer the motion to a Member Meeting for decision.

2.2.7 Minutes and Records of Steering Committee Meetings

Minutes of Steering Committee meetings shall be prepared by the Secretariat and made accessible to its members.

2.2.8 Grounds and Process for Removal of Steering Committee Members



A Steering Committee Member may be removed by a two-thirds vote of the Steering Committee if there is reasonable doubt about the Steering Committee Member's commitment to SCP's mission or compliance with its policies. A Steering Committee Member shall automatically be removed if they cease to be an Industry Member. If the representative of the Steering Committee Member ceases to be an employee of the Steering Committee Member, the relevant Steering Committee Member shall appoint another employee from the same organisation to fill the vacancy. A representative of the Steering Committee Member may be removed by a two-thirds vote of the Steering Committee if there is reasonable doubt about the representative of the Steering Committee Member's commitment to SCP's mission or compliance with its policies. In such a case, upon removal, the Steering Committee shall appoint another employee from the same organisation to fill the vacancy. In the instance that a Steering Committee Member is removed, an additional Steering Committee Member shall be elected as soon as possible. Notwithstanding any other provision of this Governing Framework, the Executive Director shall not be subject to removal or suspension from the Steering Committee.

2.2.9 Right of Appeal for Steering Committee Members Facing Removal

A Steering Committee Member subject to removal has the right to appeal to the Ad Hoc Committee. The Ad Hoc Committee shall be composed of:

- A. the Executive Director;
- B. the remaining Steering Committee Members who are not subject to removal; and
- C. two representatives of Industry Members not represented on the Steering Committee, one selected by the remaining Steering Committee Members and one selected by the Steering Committee Member subject to removal, provided that such representative is not a Steering Committee Member themselves.

In the event the Ad Hoc Committee composed by subparagraphs (a) to (c) has an even number of members, the Executive Director shall have a casting vote in the event of a tie.

The decision of the Ad Hoc Committee is final. The right of appeal lapses if not exercised within twenty-one (21) days of the notice of removal.

2.2.10 Conflict of Interest Declarations

All Steering Committee Members shall declare Conflict of Interest and recuse themselves from discussions or decisions where any Conflict of Interest arises.

2.3 Advisory Board

2.3.1 Purpose and Non-Governing Role of the Advisory Board

The Advisory Board serves as a non-governing, strategic advisory body that provides specialised expertise, industry insight, and high-level guidance in support of SCP's mission and long-term direction.

2.3.2 Appointment and Status of Advisors

Members of the Advisory Board ("Advisors") are appointed by the Secretariat. All appointments shall be disclosed to the Steering Committee and shall be subject to the Steering Committee's approval, provided that such approval shall



be given without a formal vote. Advisors do not have voting rights on governance matters nor any operational authority.

2.3.3 Participation of Advisors in Activities and Working Groups

Advisors may be invited to take part in Working Groups, committees, consultations, or other activities relevant to their expertise. Participation by Advisors does not confer any governance or voting rights.

2.3.4 Contributions and Areas of Support Provided by Advisors

The Advisory Board contributes to SCP by:

- (a) offering strategic guidance on sustainability practices relevant to the coconut industry;
- (b) identifying challenges, risks, and opportunities affecting SCP's mission;
- (c) reviewing and providing feedback on proposals upon request;
- (d) providing subject-matter expertise;
- (e) supporting the refinement of sustainability metrics and targets; and
- (f) acting as ambassadors for SCP.

2.4 Working Groups

2.4.1 Establishment and Mandate of Working Groups

Working Groups are established by the Steering Committee to support technical, thematic, or policy-related work necessary for SCP's mission. Committees and Working Groups established under this Governing Framework shall operate in an advisory capacity and may make recommendations to SCP. Executive or managerial authority may be delegated where appropriate.

2.4.2 Terms of Reference for Working Groups

Each Working Group operates under Terms of Reference approved by the Steering Committee.

2.4.3 Collaborative and Member-Driven Working Group Structure

Working Groups function through a collaborative, member-driven model in which participating organisations contribute expertise to develop recommendations for the Steering Committee.

2.4.4 Types of Working Group Sessions and Participation Rules

The Secretariat may convene:

- (a) **Regular Sessions**, which focus on validating and planning deliverables and include registered Industry Members; and
- (b) **Open Sessions**, which provide opportunities for Affiliate Members and other invited parties to offer input and review progress.



2.5 Member Meetings

2.5.1 Appointment of Non-Permanent Steering Committee Members

Unless otherwise stated in this Governing Framework, Non-Permanent Steering Committee Members may be elected at a Member Meeting. Industry Members shall nominate candidates, and the election shall be decided by Ordinary Resolution.

2.5.2 Referral of Matters for Member Decision

The Steering Committee reserves the right to refer matters to Industry Members for decision by Ordinary Resolution.

2.5.3 Limitations on Member Voting in Relation to Governance Roles

Decisions relating to the appointment or removal of the Executive Director are governed exclusively by the Constitution and applicable contractual arrangements.

2.5.4 Status of Member Meetings

A Member Meeting is a consultative or decision forum under this Governing Framework and is not a general meeting of SCP under the Constitution or the Companies Act. Where a general meeting is required under the Constitution or the Companies Act, SCP shall ensure that such a general meeting is duly convened and conducted in accordance with the requirements of the Constitution and the Companies Act. Where a matter requires a decision of SCP in general meeting under the Constitution or the Companies Act only members of SCP (within the meaning of the Companies Act) may vote in accordance with the Constitution and the Companies Act.

3. Membership

3.1 Membership categories

The current membership structure is intended to ensure continuity, mission integrity, and independence, and may be reviewed as SCP matures. Membership categories, criteria, and dues are determined by the Steering Committee, which shall periodically review and update such criteria to ensure alignment with SCP's mission, structure, and operational needs. The Executive Director is the Founding Member of SCP. For the avoidance of doubt, the Founding Member is a statutory member of SCP and has all rights granted to members (within the meaning of the Companies Act) under the Companies Act and the Constitution, and is not an Industry Member. Aside from the Founding Member, Membership of SCP is available in one of two groups:

3.1.1 Definition and Eligibility of Industry Members

Industry Members (**Voting**) are Members that have direct involvement in the coconut industry / supply chains. Industry Members include: *Producers, Manufacturers, Supply chain companies, End users, Producer groups, and Farming organisations*. Industry Members are contractual participants only and do not become statutory members of SCP under the Constitution and have no voting rights at general meetings.



3.1.2 Definition and Eligibility of Affiliate Members

Affiliate Members (**Non-voting**) are Members that have indirect involvement in the coconut industry and support the advancement of SCP through actively participating in Working Groups and core programme activities such as provision of expertise, promotion and outreach to networks, and/or communications and advocacy support. Affiliate Members include: *Civil Society Organisations, Associations, Trade bodies, Service providers, Accreditation bodies/standard setting organisations, Academia & Research organisations, Financial Organisations, and Governmental organisations*. Affiliate Members are contractual participants only and do not become statutory members of SCP under the Constitution and have no voting rights at general meetings.

3.1.3 Maintenance of Membership Records

SCP shall maintain the Membership Roll for all Industry Members and Affiliate Members.

3.2 Responsibilities and rights of Members

All Members, regardless of category, shall abide by these responsibilities:

- (a) comply with this Governing Framework, and all SCP policies, including the Anti-Trust Compliance Policy, the Code of Conduct, and the Non-Solicitation Policy;
- (b) pay annual membership dues in full and on time. Except where otherwise permitted by the Steering Committee, Members whose dues are not paid in full shall not be entitled to any rights under this Governing Framework until payment is received;
- (c) endorse and use the Sustainable Coconut Charter;
- (d) subject to paragraph (b) above, participate in SCP meetings and activities; and
- (e) provide information reasonably required for SCP's reporting and transparency obligations (including statutory obligations in Singapore).

Subject to full payment of all dues, all Members have the right to:

- (a) receive notice of, attend, and speak at Member Meetings;
- (b) participate in Working Group sessions open to their membership category;
- (c) publicly communicate their participation in SCP;
- (d) use tools and resources developed by SCP; and
- (e) contribute voluntarily to support SCP's mission.

Industry Members, as voting members, additionally have the right to:

- (a) vote at Member Meetings (one vote per Industry Member);
- (b) propose representatives for appointment to the Steering Committee and any other committees;
- (c) participate in all Working Groups for which they register; and
- (d) propose agenda items for Member Meetings.

Affiliate Members, as non-voting Members, additionally have the right to participate in Open Sessions of Working Groups.



3.3 Participation Expectations for All Members

All Members are expected to contribute actively to the mission and collaborative spirit of SCP. These expectations are intended to foster meaningful participation and to ensure SCP remains an effective and collaborative platform for all Members.

3.3.1 Expectation to Promote the Mission and Vision

All Members are expected to promote the vision and mission of SCP within their own operations and spheres of influence to the best of their ability.

3.3.2 Expectation to Develop Mission-Aligned Internal Actions

All Members are expected to develop, to the best of their ability, internal plans, policies, or activities that are aligned with the objectives of SCP.

3.3.3 Expectation to Share Information on Progress and Activities

All Members are (subject to all applicable laws) expected to share, on an annual basis, information relating to their activities, plans, and results associated with sustainable coconut practices, contributing to collective insight, transparency, and learning.

3.3.4 Expectation to Engage Actively in Partnership Activities

All Members are expected to engage actively in meetings, Working Groups, and convenings, and to contribute constructively to SCP's collaborative and multi-stakeholder environment.

3.3.5 Expectation to Support and Use SCP Tools and Mechanisms

All Members are expected to support and use the Sustainable Coconut Charter and other tools developed by SCP, including reporting and verification mechanisms, to help advance shared sustainability objectives.

3.4 Application For Membership

3.4.1 Applications for membership shall be open to all companies within the industry and will be made to the Secretariat on a non-discriminatory basis.

3.4.2 Applicants are required to complete the Membership Application and may be asked to provide other information as SCP may require. The Secretariat shall conduct due diligence on the Membership Application and review it to ensure the accuracy and truthfulness of the information provided by the applicant. Any untruthful information provided shall constitute grounds for rejection, cancellation, suspension, or termination. The Secretariat may reject any Membership Application request without having to inform the interested party of the reasons for such decision, provided that in no event shall an applicant be rejected for reasons relating to competitive advantages or competitive disadvantages, nor for any discriminatory reason.



3.4.3 For Industry Members, membership commences when:

- (a) the application is approved;
- (b) the seven-day Steering Committee objection period expires without objection (or any objection is resolved);
- (c) the applicant executes the Membership Application;
- (d) the membership dues are paid in full; and
- (e) the applicant is entered in the SCP's register of members as an Industry Member.

For Affiliate Members, membership commences when:

- (a) the application is approved;
- (b) the seven-day Steering Committee objection period expires without objection (or any objection is resolved);
- (c) the Membership Application is executed; and
- (d) the membership dues are paid in full; and
- (e) Affiliate Members are recorded on the Membership Roll.

Membership dues must be paid in advance, are non-refundable, and non-payment will result in cancellation.

3.4.4 Membership is renewed for successive twelve (12) month periods each year.

3.5 Membership Suspension and Termination

3.5.1 Membership of SCP is not transferable and ceases on resignation or termination.

3.5.2 Membership may also be suspended and then terminated:

- (a) on material breach of this Governing Framework and/or the Constitution;
- (b) if a Member breaches SCP's antitrust policy or engages in any conduct that violates applicable competition or antitrust laws;
- (c) if a Member breaches the Code of Conduct of SCP;
- (d) if a Member fails to honor its responsibilities and participation expectations;
- (e) if any information provided during the application for membership process is found to be untruthful; and/or
- (f) if a Member is the subject of any bankruptcy, insolvency or similar proceeding, including: (i) filing a petition for bankruptcy or insolvency, (ii) seeking reorganization or arrangement under any bankruptcy or insolvency law, (iii) being adjudicated bankrupt or insolvent, (iv) having a receiver appointed over all or substantially all of its assets, (v) making an assignment for the benefit of creditors, or (vi) being placed into liquidation or winding-up proceedings that remain undismissed for more than 45 days.

3.5.3 Members have the right to withdraw from SCP at any time without penalty or further obligation by seven (7) days written notice to SCP. Any paid or currently owed annual membership dues are forfeited and not reimbursable.

3.5.4 Upon withdrawal or termination, all rights granted to the departing Industry Member or Affiliate Member under this Governing Framework cease and such departing Member will be removed from the Membership Roll.



4. Finances, Funding and Dues

4.1 Statutory & Audit requirements

4.1.1 Statutory Requirements

SCP shall ensure that all financial reporting, budgeting, and auditing cycles align with its Financial Year and statutory requirements in the Republic of Singapore.

4.1.2 Obligation to Conduct an Annual Independent Audit

An independent Statutory Audit shall be conducted annually, in accordance with the Companies Act and any applicable regulations, to ensure that the financial statements of SCP present a true and fair view of its financial position. The Statutory Audit shall, among other things, assess whether proper accounting records have been maintained and whether internal controls are adequate to support responsible financial management, transparency, and risk mitigation.

4.1.3 Compliance with Singapore Accounting Standards and Legal Requirements

The statutory audit shall confirm that SCP complies with the financial reporting obligations in the Companies Act and relevant Singapore Financial Reporting Standards (SFRS).

4.2 Membership Dues and Payment Requirements

SCP may establish and collect annual membership dues from its Members. Annual membership dues shall be approved by the Steering Committee by simple majority vote. Payment of membership dues shall be required sixty (60) days after the invoice is issued. Members who fail to pay their dues by the deadline shall have their rights automatically suspended until payment has been made in full. Persistent non-payment may lead to additional measures as determined by the Steering Committee including suspension or termination.

4.3 Funding from external sources

4.3.1 Acceptance of Financial or In-Kind Contributions

SCP may receive financial Voluntary Contributions or in-kind support from government bodies, non-governmental organisations, philanthropic foundations, international development partners, and private funders, provided such support aligns with SCP's mission and does not compromise its independence or integrity.

4.3.2 Transparency Requirements for Funding Disclosure

SCP shall disclose to Industry Members the identity of funders, the nature of the contribution, and the corresponding amounts or resources provided, ensuring transparency and accountability in line with good governance practices.

4.3.3 Prohibition on Exceeding Approved Budget Limits



SCP shall not incur financial liabilities that exceed the total amount of its annual budget as approved by the Steering Committee. Any commitment or obligation beyond the approved budget requires prior approval from the Steering Committee.

5. Reporting & Transparency

5.1 Preparation of Annual Activity Plan

SCP shall prepare an Annual Activity Plan outlining the priorities, objectives, deliverables, and planned activities for the coming year. The Annual Activity Plan shall be shared with all Members following approval by the Steering Committee.

5.2 Preparation of Year-End Report

SCP shall prepare a year-end report summarising the organisation's activities, progress, and achievements over the preceding year. The year-end report shall be made available to all Members.

5.3 Official Website

SCP shall establish and maintain an official website providing timely, accurate, and accessible information about the organisation's mission, activities, governance, and members.

5.4 Publication of Policies, Rules, and Governance Documents

SCP shall ensure that all organisational policies and governance documents, including the Code of Conduct, the Anti-Trust Compliance Policy, and other relevant policies are available for Members.

5.5 Publication of Information on Activities and Working Groups

The website shall contain information about ongoing activities, projects, Working Groups, and any relevant updates that enable Members and external stakeholders to understand SCP's work and progress.

6. Complaints and Grievances

This Article applies to:

- (a) complaints regarding SCP's own activities;
- (b) concerns raised by SCP regarding a Member's conduct or failure to meet SCP requirements; and
- (c) complaints between external parties and Members, which shall be directed to the Member's own grievance mechanism and not handled by SCP.

6.1 Resolution of Internal Disputes

Internal disputes within SCP should first be addressed through a facilitated discussion involving the Steering Committee or a Steering Committee Member appointed by the Steering Committee for this purpose. The objective of this step is to seek an amicable and constructive resolution without initiating formal processes. If a dispute cannot be resolved informally, the Steering Committee and the Executive Director may jointly agree to refer the matter to



an independent mediator for voluntary and non-binding mediation, aimed at helping the parties reach a mutually acceptable resolution.

6.2 Exclusions Relating to Third-Party Disputes

SCP does not adjudicate disputes between Members or disputes between external parties and Members, unless such disputes directly concern SCP's own policies, activities, or integrity.

6.3 Handling of Concerns Raised with the Secretariat

Concerns raised directly with the Secretariat will first be addressed through informal dialogue and/or letter with the parties concerned. The Secretariat shall act in good faith to clarify facts, identify misunderstandings, and attempt early resolution. If a concern remains unresolved after informal efforts, the Secretariat may refer the matter to the Steering Committee for further discussion, facilitation, or guidance, depending on the nature and seriousness of the issue.

6.4 Process for Addressing Concerns Regarding Members

If SCP has concerns regarding a Member's conduct, behaviour, mission alignment, or compliance with SCP's policies, the Secretariat or the Executive Director shall first seek clarification and attempt resolution directly with the Member.

6.5 Escalation of Member Conduct Issues to the Steering Committee

If concerns persist or are deemed serious enough by the Secretariat, the Secretariat or the Executive Director may refer the matter to the Steering Committee, which may recommend guidance, corrective actions, suspension, or termination of membership, depending on the severity of the concern and the Member's response.

6.6 Protection of Confidential Information

All matters addressed under this Article shall be treated confidentially unless disclosure is legally required, necessary to protect the legitimate interests of SCP, or expressly authorised by the parties concerned.

7. Amendments

7.1 Authority to Amend this Governing Framework

This Governing Framework may be amended only by a two-thirds majority vote of the Steering Committee and approval by SCP. Any proposed amendment must be circulated to all Steering Committee Members in advance of the Steering Committee Meeting at which the amendment will be considered, allowing adequate time for review. Any amendment that affects the Executive Director's role, responsibilities, authority, voting rights, permanence on the Steering Committee, or any other governance protection related to the Executive Director requires Reserved Consent. Such amendments shall not take effect without Reserved Consent. No variation of this Governing Framework is effective unless made in writing and approved in accordance with this Article 7. No amendment may take effect to the extent inconsistent with the Companies Act.



8. Governing Law and Jurisdiction

8.1 Application of Singapore Law

This Governing Framework (including the arbitration agreement in Article 8.2), and all matters relating to the governance, obligations, and activities of SCP, shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

8.2 Arbitration

Any dispute, controversy, or claim arising out of or relating to this Governing Framework, including the validity, invalidity, breach, or termination thereof, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

9. Transfer of SCP Activities

9.1 Conditions for Transfer of Activities or Assets

The transfer of any activities, responsibilities, assets, or programmes of SCP may occur only if the Steering Committee approves the transfer by unanimous vote, ensuring that such a decision reflects full support across the organisation's governance leadership. In addition to unanimous Steering Committee approval, no transfer may take effect without the explicit written consent of the Executive Director, ensuring that the transfer does not undermine the leadership, stability, or operational continuity of SCP. For the avoidance of doubt, proposals to dispose of the whole or substantially the whole of SCP's undertaking or property must be additionally approved by SCP in general meeting in accordance with the Companies Act 1967. Any suspension, limitation of authority, or interim management arrangement affecting the Executive Director shall be governed exclusively by the Constitution and applicable contractual arrangements and shall be subject to due process.

9.2 Prohibition on Transfers That Undermine Mission or Continuity

No transfer of activities, assets, or responsibilities may diminish or compromise SCP's mission, integrity, independence, or long-term continuity as an industry platform. Any approved transfer must demonstrably support or strengthen the organisation's objectives.

10. Miscellaneous

10.1 Interpretation

In this Governing Framework, unless the context otherwise requires: (a) references to statutes include all subsidiary legislation and re-enactments; (b) references to a person include an individual, company, partnership, or other body corporate; (c) words in the singular include the plural and vice versa; (d) "including", "in particular" and similar expressions are deemed to be followed by "without limitation"; (e) references to "Articles" and "Schedules" are to



articles and schedules of this Governing Framework; and (f) headings are for convenience only and do not affect interpretation.

10.2 Entire agreement

This Governing Framework, the Membership Application, the Sustainable Coconut Charter, and any policies or documents expressly incorporated by reference constitute the entire agreement between SCP and the Members in relation to its subject matter and supersede all prior understandings relating to that subject matter.

10.3 Order of precedence

If there is any inconsistency between: (a) this Governing Framework; (b) the Sustainable Coconut Charter; (c) the Constitution; (d) any Steering Committee-approved policy (including the Antitrust Compliance Policy and Code of Conduct); and (e) any Working Group Terms of Reference, the order of precedence is as listed in (a) to (e). The Companies Act and other applicable laws prevail over all. If any provision of this Governing Framework is inconsistent with the Constitution, the Founding Member agrees to take all necessary steps to amend the Constitution to the extent required to resolve such inconsistency and to give effect to the intent of this Governing Framework. The Founding Member undertakes to vote in favour of any resolution proposed to amend the Constitution for this purpose and to otherwise support and facilitate the making of such amendments as may be required. Nothing in this Governing Framework fetters or purports to fetter the statutory or constitutional powers and discretions of the Directors under the Constitution or the Companies Act.

10.4 Status of Parties

Nothing in this Governing Framework creates a legal partnership, joint venture, or agency relationship between SCP and any Member. No party has authority to bind another, save as expressly stated herein.

10.5 Notices

Any notice under this Governing Framework must be in writing and delivered by hand, courier, or email to the notified address or email of the recipient. A notice is deemed received: (a) if delivered by hand or courier, when delivered; and (b) if sent by email, at the time of transmission, provided the sender does not receive an automated failure notice.

10.6 Contact details

Each Member and SCP must keep its notice details updated with the Secretariat. Notices to SCP shall be sent to the Secretariat at the registered address and the primary contact email notified on SCP's website or Membership Roll. Service of documents on SCP for statutory purposes must be effected at the registered office in accordance with the Companies Act.

10.7 Counterparts

This Governing Framework may be executed in counterparts, each of which is an original, and together they constitute one instrument.



10.8 Assignment

Member may not assign, novate, or transfer any of its rights or obligations under this Governing Framework without SCP's prior written consent.

10.9 Third Party Rights

Except as expressly stated, no person who is not a party to this Governing Framework may enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001.

10.10 Confidentiality

Each party must keep confidential all non-public information received from the other in connection with SCP activities, Working Groups, or governance, and must use it only for the purposes of this Governing Framework. Disclosure is permitted to professional advisers under duties of confidence, to the extent required by law or regulation, or with the disclosing party's prior written consent. These obligations apply during membership and for three (3) years after membership ceases.

10.11 Data protection

Each party must comply with the Personal Data Protection Act 2012 (Singapore) in relation to personal data processed under or in connection with this Governing Framework. Each Member and SCP act as independent organisations. SCP may collect, use, and disclose business contact information and other personal data for membership administration, communications, events, and Working Group participation, in accordance with SCP's privacy notice. SCP will implement reasonable security measures, may transfer data outside Singapore in accordance with applicable law, and will retain personal data only as necessary for the stated purposes or as required by law. The parties will cooperate reasonably in good faith in the event of a personal data incident concerning their shared activities.

10.12 Intellectual property and branding

SCP owns all intellectual property in tools, guidance, documents, and other materials developed by or for SCP. Members may refer to their membership status and use SCP's name and logo in accordance with SCP brand guidelines, provided such use does not suggest endorsement, certification, or partnership beyond membership. Press releases or public announcements referring to SCP initiatives require prior written approval from the Secretariat. SCP may list Members publicly.

10.13 Compliance with laws

Each party must comply with applicable laws and regulations in connection with SCP activities. Each Member must not engage in bribery or corrupt practices and must maintain policies and controls reasonably designed to prevent such conduct. SCP may suspend or terminate membership for material breach of this Article. Each Member represents that it is not a Sanctioned Person and will comply with applicable sanctions and export control laws in SCP activities.



10.14

No set-off

All amounts due to SCP must be paid in full without set-off, counterclaim, deduction, or withholding, save as required by law.

10.15 Taxes

Membership dues and any fees are exclusive of applicable taxes. Members must pay taxes where applicable. If a law requires a Member to withhold tax from a payment to SCP, the Member must increase the amount payable so that SCP receives the amount it would have received absent withholding, unless SCP provides valid documentation to reduce or eliminate withholding under applicable law.

10.16 Late payment

SCP may charge interest on overdue amounts at 5% per annum above the prevailing base lending rate of DBS Bank, accruing daily until payment, and may recover reasonable costs of collection.

10.17 Further assurance

Each party shall do all acts and execute all documents reasonably necessary to give full effect to this Governing Framework.

10.18 Remedies cumulative; no waiver

Rights and remedies under this Governing Framework are cumulative and do not exclude any rights provided by law. Failure or delay to exercise a right does not operate as a waiver. A waiver must be in writing and applies only to the specific instance.

10.19 Surviving provisions

Articles relating to confidentiality, data protection, intellectual property, indemnities, taxes, no set-off (to the extent amounts remain due), notices (for post-termination communications), governing law and arbitration, and this survival Article survive termination of membership.

10.20 Minutes and records

In addition to the obligations and minutes expressly set out in this Governing Framework, SCP shall keep all statutory company meeting minutes and statutory records in accordance with the Constitution and the Companies Act.



GLOSSARY OF TERMS AND DEFINITIONS

Ad Hoc Committee

A temporary committee convened for a specific purpose—such as reviewing an appeal from a Steering Committee Member—dissolved once the matter is resolved.

Advisory Board

A non-governing body appointed by the Secretariat with the approval of the Steering Committee to provide strategic advice, industry insight, technical expertise, and high-level guidance. The Advisory Board has no decision-making or voting authority.

Affiliate Member

A non-voting Member category consisting of organisations that are not directly involved in the coconut supply chain but support SCP's vision, mission, and work (e.g., NGOs, research organisations, financial institutions, service providers).

Annual Activity Plan

A yearly planning document outlining the priorities, objectives, and intended activities of SCP, approved by the Steering Committee and shared with Members.

Annual Membership Due

The yearly financial contribution required from each Member as determined by the Steering Committee. Non-payment results in suspension of membership rights.

Charter (Sustainable Coconut Charter)

SCP's core sustainability framework outlining principles, actions, and expected practices for responsible coconut production, sourcing, and trade.

Code of Conduct

A policy outlining expected behaviours and practices of Members, Steering Committee members, Secretariat staff, and participants in all SCP activities.

Company Limited by Guarantee (CLG)

The legal form under which SCP is incorporated in Singapore. As a CLG, the organisation has no shareholders and does not distribute profits; the Founding Member guarantees the amount recorded in the Constitution in the event of winding up.

Conflict of Interest

A situation where an individual's personal, organisational, or financial interests may influence, or appear to influence, their professional judgment or actions within SCP.

Constitution

The formal statutory constitutional document of SCP, from time to time, registered with the relevant authorities in Singapore.

Directors

The directors appointed in accordance with the Constitution and the Companies Act (including, for the avoidance of doubt, the Executive Director if appointed as a director).

Executive Director



The Executive Director also holds office as head of the Secretariat and SCP's chief executive, responsible for operational management, finances, staffing, programme delivery, and implementation of the workplan. The Executive Director holds a permanent voting seat on the Steering Committee.

Financial Year

The accounting period followed by SCP, which is the period commencing on January 1st and ending on December 31st

Founding Member

The founding statutory member of SCP.

Governing Framework

This Governing Framework being the primary governance document of SCP, outlining purpose, structure, responsibilities, and decision-making processes. This Governing Framework operates subject to the Constitution and applicable law.

Industry Member

A voting Member category comprising organisations directly engaged in the coconut sector or supply chain, including producers, processors, traders, manufacturers, brands, and retailers.

Member

An organisation admitted under this Governing Framework as either: (a) an Industry Member; or (b) an Affiliate Member, in each case, contractual only and recorded on the Membership Roll.

Member Meeting

A meeting convened for Members to receive updates, participate in consultations, and, where eligible, vote on matters referred to them by the Steering Committee.

Membership Application

An application signed by a prospective Member for admission as an Industry Member or Affiliate Member.

Membership Roll

SCP's administrative record of all Industry Members and Affiliate Members.

Non-Solicitation Policy

A policy that prohibits Members from using SCP platforms, events, and Working Groups for commercial solicitation, recruitment, or competitive intelligence-gathering.

Ordinary Resolution

A decision taken by a simple majority of Members present and eligible to vote at a Member Meeting. Only Industry Members may vote.

Reserved Consent

The explicit written consent of the Executive Director.

Secretariat

The operational unit of SCP, led by the Executive Director and comprising staff or contractors responsible for implementation, communications, financial management, and support to governance bodies.

Statutory Audit

The annual independent financial audit required under the Singapore Companies Act to verify that financial statements are accurate, records are properly kept, and internal controls are adequate.

Steering Committee



The governance and oversight forum of SCP, composed of elected Industry Member representatives and the Executive Director. It oversees strategy, approves the workplan and budget, and provides governance oversight.

Suspension

A temporary restriction of a Member’s rights—such as loss of voting privileges—resulting from non-payment, policy violations, or conduct concerns, as determined by the Steering Committee.

Termination of Membership

The formal removal of a Member from SCP due to serious or repeated breaches of this Governing Framework, the Constitution or organisational policies, following the procedures established by the Steering Committee.

Terms of Reference (ToR)

A document approved by the Steering Committee specifying the mandate, scope, responsibilities, and structure of a Working Group or other formal group.

Voluntary Contribution

Any financial or in-kind support offered by a Member in addition to membership dues, provided such support aligns with SCP’s mission and does not compromise its independence.

Working Group (WG)

A thematic or technical group established by the Steering Committee to develop proposals, tools, guidance or recommendations for SCP’s work. Working Groups may include Regular Sessions and Open Sessions.



IN WITNESS WHEREOF, this Governing Framework has been executed and delivered as a deed on 22/01/2026

EXECUTED AND DELIVERED as a deed
for and on behalf of
SUSTAINABLE COCONUT PARTNERSHIPS LTD. by:

Gregory Bardies

Name: _____
Title: Director



Signature: _____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QQTKC-2JXBG-FAFVI-TKGPZ

DOCUMENT COMPLETED BY ALL PARTIES ON
22 JAN 2026 08:26:34
UTC

SIGNER

EMAIL
GREGORY@COCONUTPARTNERSHIP.ORG

TIMESTAMP

SENT
22 JAN 2026 08:24:12
VIEWED
22 JAN 2026 08:25:44
SIGNED
22 JAN 2026 08:26:34

SIGNATURE



IP ADDRESS
125.208.136.218

LOCATION
JAKARTA, INDONESIA

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 JAN 2026 08:25:44

