

## NEPCon Certification Agreement

This certification agreement (the "Agreement") is entered into by and between:

**NEPCon OÜ** an Estonian limited liability company ("NEPCon"); registration number 10835645; VAT number EE100736494; address Filosoofi 31, Tartu, Estonia.

AND

**full legal name of the client** ("Organisation"); registration number (please enter registration number) [Click here to enter text.](#); VAT number (if different, please enter VAT number); [Click here to enter text.](#) address of the client.

NEPCon and the Organisation are collectively referred to as "Parties" and may be individually referred to as "Party".

### 1. Terms

- 1.1 As used in the Agreement, these terms have the following meanings when capitalized:

**Accreditation Body** – refers to any authoritative or third-party body that performs accreditation or approval of NEPCon as a certification body.

**Agreement** – refers to this Agreement including Appendices to this Agreement, any documents included or referred to in this Agreement and any documents executed by the Parties modifying, varying or replacing this Agreement.

**Audit Plan** – refers to the document provided to the Organisation by NEPCon to allow the Organisation to plan and prepare for the audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information. The Audit Plan is incorporated by reference into this Agreement.

**Certification Requirements** – refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification of the Organisation. The current versions of all normative documents can be found on NEPCon's and/or the relevant Certification Scheme Owner's website. NEPCon also maintains Service Fact Sheets that include additional conditions and information related to specific certification and verification services. The applicable Service Fact Sheets are incorporated by reference into this Agreement.

**Certification Scheme Owner** – refers to the organisation responsible for developing and maintaining a certification system for those certification services provided by NEPCon, e.g., Forest Stewardship Council® (FSC), Programme for the Endorsement of Forest Certification (PEFC), Sustainable Biomass Program (SBP), etc. For certain certification and verification services NEPCon offers, NEPCon is accredited or recognized by a third-party organisation.

**Certification Scope** – defines the boundaries and extent of the certification in relation to the activities, sites, processes and products of the Organisation. The scope of the Organization certificate is detailed in the latest certification report prepared by NEPCon or on the NEPCon website or on the website of the Certification Scheme Owner.

**Competent Authorities** – Nationally appointed authorities responsible for the implementation of the European Union (EU) Timber Regulation in each EU Member State.

**EU Timber Regulation** – REGULATION (EU) No 995/2010 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 October 2010 laying down the obligations of operators who place timber and timber products on the market, and any other delegated regulations as applicable.

**Monitoring Organisation** – NEPCon has been recognised by the European Commission (EC) to operate formally as a Monitoring Organisation under the EU Timber Regulation. The role of the Monitoring Organisation is to provide and verify implementation of due diligence systems to meet the requirements of the EU Regulation 995/2010. Organisation conformance to the NEPCon LegalSource™ certification requirements is a pre-requisite to use NEPCon as a Monitoring Organisation. Appendix A outlines specific requirements that are only applicable to organisations that want to use NEPCon as a Monitoring Organisation; Appendix A is not applicable for other situations. Organisations applying for Monitoring Organisation services shall agree to all clauses in this Agreement, including Appendix A.

**Monitoring Services** – refers to any service provided by NEPCon where NEPCon formally acts as the Monitoring Organisation of the Organisation. For consistency the term certification services also refer to monitoring services, where this is applicable.

**NEPCon** – refers to NEPCon OÜ, a limited liability organisation registered in Tartu, Estonia, and wholly owned daughter company of the non-profit organisation Nature Economy and People Connected (NEPCon), registered in Denmark under the registration number 18044633. Services covered by this Agreement may be offered by NEPCon, NEPCon OÜ or by any of NEPCon's other daughter companies (together, "NEPCon"). NEPCon OÜ retains all of the primary certification functions and responsibilities for certification and verification services where NEPCon OÜ is the certification body.

**Proposal** – refers to the written document specifying the scope and costs of the services to be provided by NEPCon, signed and accepted by the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the scope or cost of services provided are incorporated by reference into this Agreement.

**Termination (of certificate)** – refers to a case where the certificate is permanently withdrawn. Termination can be voluntary (requested by the Organisation) or initiated by NEPCon.

**Suspension (of certificate)** – refers to a case where the validity of the certificate is temporarily suspended. Suspension can be voluntary (requested by the Organisation) or initiated by NEPCon. No claims may be made by the Organisation in relation to the

certificate, certified products or certified status while the certificate is Suspended. The certificate may be reinstated based on a reinstatement audit.

## 2. General information

- 2.1 NEPCon has adopted and implemented the following five policies, all available at [www.nepcon.org](http://www.nepcon.org):
- a) The **Anti-Corruption Policy** establishes controls to ensure that personnel behave in an ethical manner and NEPCon complies with all applicable laws to prevent acts of bribery, corruption, and fraud;
  - b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard NEPCon impartiality in all certification activities;
  - c) the **Confidentiality Policy** safeguards the confidentiality of any applicable Organisation information;
  - d) the **Dispute Resolution Policy** describes the way in which NEPCon handles any disputes raised, including any appeals or complaints submitted to NEPCon by the Organisation (and any other stakeholder), and describes the process in place for resolving these disputes; and
  - e) The **Policy of Association** in which NEPCon reserves the right to disassociate itself from any organisation which is in violation of the principles of this policy.
- 2.2 NEPCon maintains information about its management, structure, activities, and people responsible for key decisions related to certification at [www.nepcon.org](http://www.nepcon.org).

## 3. Obligations of NEPCon

- 3.1 NEPCon agrees to:
- a) maintain the necessary systems, competence and qualified personnel to conduct the audits under the offered certification services;
  - b) maintain the required accreditations, authorisations, or recognitions to carry out the certification services it offers;
  - c) provide the public with information about the certification services offered and NEPCon policies, all available at [www.nepcon.org](http://www.nepcon.org);
  - d) prepare and submit an audit report to the client which forms the basis for a decision to issue, maintain, Suspend or Terminate a certificate. The Organisation will be provided the opportunity to review the report before the decision is taken; and
  - e) make the information about the certified status of the Organisation and the certificate scope publicly available through the public database designated by the Certification Scheme Owner or on NEPCon's website or both.
- 3.2 In case the scope of NEPCon's accreditation is reduced, Suspended or Terminated, NEPCon will inform the Organisation within thirty (30) days. For FSC services, the

Organisation shall have 6 months from the date of any such reduction, Suspension, or Termination to transfer its valid certificates to another accredited certification body. In case the scope of NEPCon's RSPO accreditation is reduced, Suspended or Terminated, Organisation's RSPO certificate will remain valid until the next annual audit date. In case when NEPCon's RSPO accreditation is Suspended or Terminated within four months of Organisation's next annual audit date, the Organisation is given 3-month extension from the expiry date of certificate by RSPO. NEPCon will inform the Organisation within 14 days of this change in status and will comply with the Accreditation Body's and RSPO's requirements for transfer of the certificate to other accredited certification body. If an audit is being performed before the Suspension or Termination date, but the certification process has not been completed, the RSPO Secretariat together with the Accreditation Body will decide about the continuation of the process.

## 4. Obligations of Organisation

### 4.1 The Organisation agrees to:

- a) disclose any current or previous applications for certification or certifications held within the last five years;
- b) conform to all the Certification Requirements, which may be amended from time to time, and to conform to the revised versions of the Certification Requirements within the timeframes specified;
- c) cooperate with NEPCon or, if applicable, the Certification Scheme Owner or Accreditation Body, to make any necessary arrangements to schedule and conduct audits, and make any arrangements for participation of observers, if applicable;
- d) provide NEPCon, Certification Scheme Owner, or Accreditation Body personnel or authorized representatives access to any facilities, information, documents and personnel and to the Organisation's subcontractors, insofar as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. NEPCon and the Certification Scheme Owner shall have the right to use and process any information relating to the Organisation or provided by the Organisation. For Sustainable Biomass Program applicants and subsequent certificate holders only, this information includes but is not limited to: any Supply Base Report; NEPCon public summary reports; data required by Sustainable Biomass Program for greenhouse gas calculations and regulatory reporting; and any data required by Sustainable Biomass Program to be supplied to the Organisation's customers with each batch of biomass sold;
- e) undergo surveillance audits, as determined by NEPCon. The details of the surveillance audits, including audit duration, location, and audit team composition, are in individual Audit Plans which are provided to the Organisation in advance of each audit and are incorporated by reference herein;
- f) acknowledge that NEPCon, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance and/or protect the integrity of

- NEPCon's reputation and its related trademarks and logos, as well as the reputation of the Certification Scheme Owner and its related trademarks and logos. The Organisation agrees to cooperate with NEPCon to facilitate such visits and to disclose all information required to conduct the evaluation;
- g) address any non-conformities identified by NEPCon or other parties (such as Accreditation Bodies) in relation to the Certification Requirements, within the timeframes specified and in an appropriate manner, and to make related evidence accessible to NEPCon;
  - h) not edit any certification documents (for example, certification reports or certificates) and to provide any copies of certification documents in their entirety, or to such an extent as to avoid misleading those receiving the certification documents;
  - i) handle any complaints per NEPCon's Dispute Resolution Policy, which only if not resolved shall then be referred to the Accreditation Body or Certification Scheme Owner, and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, respond to the complaints, to take appropriate actions and to maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to NEPCon upon request;
  - j) not to undertake any activities or make any claims, which may harm the reputation of NEPCon, Accreditation Body or the Certification Scheme Owner; and
  - k) conform to all requirements in attached Appendices when applicable to certification scheme and scope of services.

4.2 The Organisation agrees to notify NEPCon as soon as possible, and no later than ten (10) working days, of any fundamental changes which may affect its ability to conform to the Certification Requirements. Such changes may include, but are not limited to, changes in:

- a) the legal status or ownership of the Organisation;
- b) the Organisation's management structure;
- c) the production process, products or product selection;
- d) insolvency, bankruptcy, closure and other similar events;
- e) the production/operating locations; and
- f) the quality management system, to such an extent that conformance to Certification Requirements is endangered.

## 5. Payment and fees

- 5.1 The Organisation agrees to pay costs related to all audits and audit activities, including unanticipated audit costs that are due to the discovery or disclosure of information not known or considered by NEPCon during the preparation of the Proposal and which require additional site visits or further investigation. The service scope and costs are detailed in the written Proposal sent to the

Organisation by NEPCon and incorporated by reference herein. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, are confirmed with the Organisation before the Organisation becomes liable to pay the costs.

- 5.2 Organisation will pay any fees required by the relevant Certification Scheme Owner and/or Accreditation Body according to the schedule determined by the Certification Scheme Owner and/or Accreditation Body. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation Body may amend its fees from time to time and such amendments are not within the control of NEPCon.

## 6. Certificate validity and scope

- 6.1 The basis for issuing a certificate is a positive certification decision, which is taken by an appointed NEPCon personnel. The certification decision is made taking into account the certification report and the recommendation of the audit team. NEPCon has the right to delay or postpone its certification decision in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of NEPCon, could affect the outcome of its evaluation.
- 6.2 The Organisation acknowledges that the certification process is not complete until the Organisation has been issued a certificate registration code by NEPCon. The certificate registration code will be issued upon a positive certification decision being reached and once this Agreement has been signed and all pending costs and fees have been paid.
- 6.3 The Organisation acknowledges that NEPCon shall not be obliged to enter into or maintain any commercial or other relationship with the Organisation or issue a certificate previously issued to the Organisation.
- 6.4 The length of validity of a certificate depends on the Certification Requirements, unless Suspended or Terminated early. After this period of validity, a certificate expires and is automatically Terminated. If the Organisation desires to maintain its certificate, a re-assessment is required. A new certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the re-assessment shall be conducted, and the new certificate shall be issued, prior to the Termination date of the existing certificate.
- 6.5 NEPCon will send a notification directly to the Organisation announcing issuance, Suspension or Termination of any certificate(s). The Organisation acknowledges that such notifications are also the basis for communicating any changes in the validity and number of certificates, under this Agreement.

- 6.6 The Organisation agrees that NEPCon is not obligated to issue or maintain certification if the activities of the Organisation conflict with the obligations of NEPCon as specified in its accreditation agreement with an Accreditation Body, or which, in the sole opinion of NEPCon, reflect badly on the good name of NEPCon.
- 6.7 The Organisation acknowledges that meeting all Certification Requirements and timely payment of all certification costs and fees is a requirement for maintaining a valid certificate.
- 6.8 The Organisation agrees to notify NEPCon about any desired changes to the Certification Scope before these changes are implemented. NEPCon will evaluate the need for additional audit activities, if any, and will agree with the Organisation on the steps that need to be taken before the scope can be changed.
- 6.9 The Organisation has the right to object to the audit process or appeal a certification decision to NEPCon in accordance with NEPCon and Certification Scheme Owner policies and procedures.

## 7. Certificate Termination and Suspension

- 7.1 Upon written notice to Organisation, NEPCon may Terminate or Suspend a certificate on any of the grounds listed in section 11.2.
- 7.2 Upon Suspension or Termination of the certificate, the Organisation agrees to immediately take the following steps:
  - a) cease selling any products as certified (applicable for product certification) and take steps to remove all related information;
  - b) cease usage of any claims, labelling or advertising in relation to its certification and certified status;
  - c) at its own expense, remove all uses of names, initials, logos, certification marks or other trademarks of NEPCon and the Certification Scheme Owner from its products, documents, advertising and/or marketing materials, and business-to-business communications;
  - d) where required by the Certification Scheme Owner or NEPCon, inform relevant customers about the Suspension or Termination within three (3) days of Suspension or Termination, and maintain records of such notification;
  - e) destroy the issued original certificate and all copies; and
  - f) cooperate with NEPCon and the relevant Certification Scheme Owner and/or Accreditation Body to confirm that these obligations have been met.

## 8. Certification claims and trademark usage



- 8.1 For as long as it is in compliance with its obligations during the term of this Agreement, the Organisation may make public statements regarding its participation in the relevant certification service and its certified status according to the rules of NEPCon and the Certification Scheme Owner.
- 8.2 As a certificate holder, the Organisation agrees to accurately and fairly represent its Certification Scope, including the products, sites and activities within the scope. The Organisation must restrict the representation of its certification to relate only to conformance to the relevant Certification Requirements and not in relation to any other characteristics.
- 8.3 The Organisation shall ensure that any public usage of the name, logo or trademarks of NEPCon, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by NEPCon if applicable.
- 8.4 The Organisation acknowledges the Certification Scheme Owner's intellectual property rights and that the Certification Scheme Owner shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.
- 8.5 NEPCon reserves the right to follow-up on information obtained regarding infringements of a Certification Scheme Owner's or Accreditation Body's trademarks or intellectual property rights.

## 9. Confidentiality and public information

- 9.1 Neither Party to this Agreement shall disclose or publish any information identified as confidential by either Party, without consent of the other Party, except in the following cases:
  - a) the information is required to be made publicly available by the Certification Scheme Owner or the Accreditation Body;
  - b) the information is already available in the public domain; or
  - c) it is legally required to disclose the information.
- 9.2 The Organisation agrees that NEPCon designated personnel, as well as personnel and authorized representatives of the Certification Scheme Owner and the Accreditation Body, shall have access to confidential information, audit reports, and other relevant information of the Organisation to the extent required in connection with the accreditation of NEPCon or the certification of Organisation hereunder in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorized representatives accompanying NEPCon designated personnel at audits.



- 9.3 In so far as it is necessary for NEPCon or the Certification Scheme Owner to perform their obligations under this Agreement, NEPCon and the Certification Scheme Owner shall be entitled and authorized to process the Organisation's personal and business data in accordance with the European Union General Data Protection Regulation 2016/679, and any other applicable data protection legislation.
- 9.4 NEPCon may produce public summaries of an Organisation's certificate(s) or audit reports and publish on NEPCon's website or the Certification Scheme Owner's or Accreditation Body's website for public disclosure.

## 10. Limitation of liability and indemnification

- 10.1 For the purposes of this Agreement, "Damages" means any claims, demands, causes of action, damages, judgments or settlements, including without limitation, attorney's fees and court costs.
- 10.2 The Organisation agrees that NEPCon is not liable to the Organisation, any customer of the Organisation or any other person or entity for any Damages resulting directly or indirectly from the Organisation's own:
  - a) manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
  - b) marketing, advertising or promotion of its certified product, enterprise or operation; or
  - c) failure to comply with the terms and conditions of the certification hereunder.
- 10.3 The Organisation agrees that in no event shall NEPCon be liable to the Organisation, any Organisation customer or any other person or entity for any special, indirect, significant or incidental loss or damage, however caused, arising out of or relating to this Agreement. The Organisation agrees not to hold NEPCon liable in any way, for any Damages or consequences resulting from Termination or Suspension of a certificate. The Organisation agrees not to take any legal action against NEPCon as a result of Suspension or Termination of the certificate. The Organisation agrees not to present any claims for any kind of compensation to NEPCon as a result of Suspension or Termination of the certificate.
- 10.4 NEPCon's total liability to Organisation for any Damages arising out of or in connection with this Agreement shall not exceed, with respect to any one event or series of connected events, the total annual remuneration paid by the Organisation to NEPCon under this Agreement.
- 10.5 Organisation agrees to defend, indemnify and hold harmless NEPCon and its officers, directors, agents and employees against and from all Damages in

connection with this Agreement or the certification hereunder including, but not limited to (a) any personal injury, property damage, product liability or other claims arising out of or relating to the manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope, including but not limited to product liability claims; or (b) any claims arising directly or indirectly out of Organisation's failure to comply with the terms and conditions of this Agreement or the certification hereunder, except to the extent that such Damages are attributable to NEPCon's gross negligence or wilful misconduct.

- 10.6 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such Party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government, including the failure of any government to grant export or import licenses or permits.

## 11. Term and termination

- 11.1 This Agreement shall be effective upon execution of the Agreement by both Parties and shall remain in effect during the whole period the Organisation holds any valid certificates issued by NEPCon. The Agreement terminates automatically after the last remaining certificate is Terminated or expires.
- 11.2 This Agreement may be terminated by:
- a) mutual agreement of the Parties;
  - b) Organisation with 30 days' written notice;
  - c) NEPCon without cause with 90 days' written notice;
  - d) NEPCon, if Organisation breaches its obligations or is not in conformance with Certification Requirements, and fails to cure any breach within the time period as defined by NEPCon;
  - e) NEPCon, immediately, if Organisation violates its confidentiality obligations;
  - f) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, violates the principles of NEPCon's Policy of Association and fails to take corrective measures within a defined time period after NEPCon has notified the Organisation of such failures in writing; or
  - g) NEPCon, immediately, if Organisation, in the sole opinion of NEPCon, has discredited NEPCon or the Certification Scheme Owner, or if any Organisation's activities reflect badly on the name of NEPCon or the Certification Scheme Owner. NEPCon shall inform the Organisation in writing and provide the Organisation an opportunity to respond.


- 11.3 The Organisation understands and acknowledges that upon termination of this Agreement, all the certificates issued to the Organisation under this Agreement will also be Terminated.
- 11.4 Upon termination of this Agreement, the rights and privileges of each Party shall immediately cease, and there shall be no liability or obligation on the part of Organisation or NEPCon, except as set forth in the provisions of clauses 5; 7.2; 9.1 and all clauses in section 10, which shall survive termination of the Agreement.
- 11.5 Regarding any RSPO services, this Agreement is valid only on the assumption that the Organisation (or its parent organisation or one of its majority owned and/or managed subsidiaries) is an active member of RSPO. The Agreement terminates in relation to any RSPO services in case the Organisation (or its parent organisation or one of its majority owned and/or managed subsidiaries) RSPO membership becomes suspended or terminated.

## 12. Miscellaneous

- 12.1 This Agreement supersedes and replaces any previous version of this agreement or any agreement between the Parties.
- 12.2 This Agreement is governed by the laws of Estonia.
- 12.3 The Parties shall seek to resolve any disputes through mutual agreement. If no resolution is achieved, the dispute will be settled according to Estonian legislation.
- 12.4 NEPCon may, from time to time, as a result of changing Accreditation Body requirements or Certification Requirements, or due to other special circumstances, modify the provisions of this Agreement. Any such modifications shall be provided to the Organisation in writing at least 90 days before they become effective. If the Organisation objects to any of the proposed changes, the Organisation has the right to terminate the Agreement by giving 30 days written notice. Any other amendments to this Agreement shall be agreed to in writing and signed by both Parties.
- 12.5 In the event that any one or more provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected.
- 12.6 Assignment of any rights, or delegation of duties under this Agreement may be made only upon prior written notification to the other Party, at minimum 90 days in advance. This Agreement shall be binding on the successors and assigns of the Parties in its entirety.

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- 12.7 This Agreement may be executed in counterparts. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

	On behalf of NEPCon	On behalf of the Organisation
Name	Justinas Janulaitis	
Title	Member of management	
Date	enter date	
Signature		

## Appendix A: Specific terms and conditions where NEPCon serves as a Monitoring Organisation for the Organisation

Appendix A contains terms and conditions that are only applicable to Organisations that apply to use NEPCon as a Monitoring Organisation under the EU Timber Regulation. These specific terms and conditions are in addition to all other applicable terms and conditions of this Agreement.

### 1. Obligations of NEPCon

- 1.1 In addition to the obligations of NEPCon identified in section 3:
  - a) NEPCon is obligated to meet all relevant legal obligations as outlined by the EU Timber Regulation and delegated regulations applicable in relation to its role as Monitoring Organisation.
  - b) NEPCon is obligated to take appropriate action in the event of failure by Organisation to properly use its due diligence system, including notification of Competent Authorities in the event of significant or repeated failure by the Organisation.

### 2. Obligations of Organisation

- 2.1 In addition to the obligations of Organisation identified in section 4:
  - a) Organisation agrees to abide by all applicable obligations placed on operators as defined in the EU Timber Regulation.

### 3. Confidentiality and public information

- 3.1 In addition to the obligations of the Parties identified in section 9, Organisation agrees to:
  - a) recognise the right of NEPCon to share audit reports and other relevant information with the European Commission and Competent Authorities if NEPCon is requested to do so.

### 4. Limitation of liability and indemnification

- 4.1 In addition to the obligations of the Parties in section 10:
  - a) Organisation recognises that it maintains full liability over its own compliance with the EU Timber Regulation and any related legislation at the European Union as well as at the European Union member states level.

- b) Organisation will not hold NEPCon liable for any claims or damages that are raised by public authorities or other parties against the Organisation due to its alleged or confirmed noncompliance with the EU Timber Regulation and any legislation at the European Union as well as at the European Union member states level.

## Appendix B: Specific terms and conditions for UTZ Certification

As an UTZ certificate holder, the following provisions are applicable to Organisation. In the event of a conflict or inconsistency between this Appendix B and the rest of this Agreement, the terms of this Appendix B shall prevail.

### 1. Covenants

- 1.1 Organisation agrees that it will obey national laws, regulations and sector agreements or collective bargaining agreements during the term of this Agreement.
- 1.2 Organisation agrees that while it is trading in pure UTZ certified product (an UTZ product that has not been mixed with other ingredients, i.e., sugar or milk), shall hold a valid license from UTZ.

### 2. Certification

- 2.1 Prior to sending Organisation a certificate, NEPCon shall report audit results to UTZ and request a license for Organisation by filling out a summary report and uploading the certificate in the Good Inside Portal (the "GIP").

### 3. Suspension and Cancellation

- 3.1 If NEPCon requests a correction or corrective action that Organisation has not implemented satisfactorily within the agreed time frame, NEPCon shall immediately suspend Organisation's certificate for a period of up to three (3) months (if Organisation still has a valid certificate). NEPCon shall inform UTZ and Organisation about the Suspension, and on behalf of UTZ shall suspend Organisation's license in the GIP.
- 3.2 While Organisation's license is suspended, Organisation may not sell its products as UTZ certified. In the event of a Suspension, NEPCon and Organisation shall set a mutually acceptable date, before the end of the Suspension period for a second follow-up audit to verify if the corrective actions have been implemented.
- 3.3 If NEPCon decides not to certify Organisation while Organisation has a valid certificate, NEPCon may decide to cancel Organisation's certificate in order to safeguard NEPCon's or UTZ's integrity. Such cancellation cannot be lifted. Organisation must receive a new audit as set forth the UTZ Certification Protocol. For Code of Conduct certification, Organisation must wait at least one harvest period or six months if the harvest is continuous, before receiving a new audit.



NEPCon shall immediately inform Organisation and UTZ about the cancellation and cancel Organisation's license on behalf of UTZ in the GIP.

- 3.4 A time extension lasting up to four (4) months after the expiration date of the original certificate may be granted, but only if a recertification audit has been planned and confirmed, and the time extension is requested while the certificate is still valid. During a valid extension, Organisations certified to the UTZ Code of Conduct may not sell produce from a new harvest as UTZ certified.
- 3.5 For Organisations certified to the UTZ Code of Conduct, the validity of the first certificate starts at the beginning of Organisation's harvest so that the entire harvest is included in the certificate. If the harvest is continuous, the validity of the first certificate starts when Organisation is determined compliant, or at the earliest, four (4) months before the audit if all required records have been verified retrospectively since that date.
- 3.6 For Organisations certified to the UTZ Chain of Custody standard, and operating at an Identity Preserved or segregation level, the validity of the first certificate starts on the date that the Organisation received its first purchase of UTZ certified product. If the Organisation has not received any UTZ certified product, the validity of the first certificate starts when NEPCon makes the certification decision; or (b) for Organisations certified to the UTZ Chain of Custody standard who operate at Mass Balance level, the validity of the first certificate starts when NEPCon makes the certification decision.
- 3.7 Organisation agrees that UTZ is entitled to:
  - a) Conduct additional quality control assessments of NEPCon audits;
  - b) Additional documentation from Organisation upon request;
  - c) Clarification or correction of information reported during the audit;
  - d) Conduct a field visit;
  - e) Conduct a parallel audit or shadow audit;
  - f) Cross check information reported by NEPCon about Organisation with external sources, particularly enabling mutual cross-checking with other sustainability standard owners;
  - g) Use reported audit information for performance monitoring, statistical analysis and research, and aggregated reporting;
  - h) Request a surprise audit of Organisation;
  - i) Request a revision of certified volumes and/or certified areas;
  - j) Deny a license request or suspend or cancel an active license;
  - k) Grant exceptions to the requirements in the Code of Conduct, Chain of Custody, and/or UTZ Certification Protocol in exceptional circumstances such as humanitarian crises and natural disasters; and
  - l) Use audit results to evaluate NEPCon's performance as a certification body.

## Appendix C: Specific terms and conditions for Rainforest Alliance Sustainable Agriculture Certification

As a Rainforest Alliance Sustainable Agriculture certificate holder, the following provisions are applicable to Organisation. In the event of a conflict or inconsistency between this Appendix C and the rest of this Agreement, the terms of this Appendix C shall prevail. Clauses 1.1 through 1.13 are subject to applicable law.

- 1.1 For group Organisations, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all prohibitions relating to the Organisation under the certification agreement.
- 1.2 As a certificate holder, the Organisation agrees to accurately and fairly represent its certificate type and status, its certificate scope and the products, enterprises or Organisations included in the certificate scope. The Organisation will restrict its representations of certification to relate only to conformance with the applicable standards and will not represent certification in relation to any other characteristics or qualities not addressed by the standards. The Organisation shall not make certification claims in the sale, marketing, advertising, promotion or distribution of a certified product, or misrepresent the certification status of products, enterprises or Organisations that are not included in the certificate scope.
- 1.3 The Organisation shall not use its certification in such a manner as to harm the reputation of Rainforest Alliance and shall not make any statement regarding its certification that may be considered misleading or unauthorized.
- 1.4 The Organisation may not use the name, certification marks, logos or other trademarks of Rainforest Alliance except as permitted in the certification agreement or in a licensing agreement with Rainforest Alliance. The Organisation shall fully cooperate with Rainforest Alliance and the CB with respect to any unauthorized use, infringement, or dilution of the trademarks or other intellectual property rights of Rainforest Alliance.
- 1.5 The success of the Rainforest Alliance certification programs requires the transparency and good faith of participating organizations. The Organisation hereby agrees to notify the CB in writing within 48 hours of any fundamental departure from its systems and procedures, or of any changes to its management, structure or ownership, or of any other information that would affect the Organisation's conformance with the applicable standards or compliance with applicable law.

- 1.6 In the event of an inconsistency between the certification agreement and the standards, rules, policies or procedures required by Rainforest Alliance, the Organisation agrees and acknowledges that the provisions of the Rainforest Alliance standards, rules, policies and procedures shall govern.
- 1.7 Upon cancellation of the certificate, the Organisation shall agree to immediately:
- a) cease to make any use of any trademark of Rainforest Alliance to sell any previously labeled product unless such trademark is removed, and/or to make any claims that imply that such product, or Organisation's enterprise or Organisation, conforms to the applicable standards;
  - b) at the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of Rainforest Alliance from its products (or, where removal is not possible, recall any such products), documents, advertising and/or marketing materials, physical or electronic promotion material or media, in brochures or on webpages, signs or other documentation and business-to-business communications, once required by the Certification Rules;
  - c) cooperate with the CB and Rainforest Alliance to confirm that these obligations have been met;
  - d) identify all relevant existing customers and notify such customers of the Termination in writing within 3 business days of the Termination, and maintain records of such notification;
  - e) notwithstanding the foregoing, for a period beginning on the effective date of Suspension or cancellation of the certificate (the "Suspension or Cancellation Date") and ending on the date that is 6 months from the Suspension or Cancellation Date (the "Sell-Off Period"), Organisation may sell certified product in accordance with the Rainforest Alliance Chain of Custody Policy and applicable Certification Rules and policies, which may be amended from time to time. A Sell-Off Period will not be authorized or will be revoked in instances where:
    - i. The Organisation had non-compliances with critical criteria 1.2 and 1.3 of the 2017 Rainforest Alliance Sustainable Agriculture Standard;
    - ii. In the sole opinion of the CB or Rainforest Alliance, the Organisation has participated in fraudulent or unethical activities or activities that the Organisation is involved in may tarnish the reputation of Rainforest Alliance or the certification program.
- 1.8 Confidentiality:
- a) Neither the CB nor the Organisation shall disclose or publish any information identified as confidential by the Party furnishing it without the furnishing Party's express written consent, unless (i) the disclosure is to the receiving Party's attorneys or authorized agents, (ii) disclosure is required by law or by a judicial, governmental or regulatory body, (iii) such information was publicly available prior to its disclosure by the furnishing Party or thereafter becomes

publicly available without any violation of this Agreement by the receiving Party, (iv) the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the furnishing Party, or (v) the information becomes available to the receiving Party from a person other than the furnishing Party or its representatives and such person is not, to the best knowledge of the receiving Party, subject to any legally binding obligation to keep such information confidential.

- b) Notwithstanding the foregoing, (i) the CB may provide Rainforest Alliance with access to confidential information of the Organisation or independently discovered by the CB, (ii) the CB or Rainforest Alliance may use such information to prepare and publish analyses or reports, provided that such use shall not specifically identify the Organisation by name, (iii) the CB shall produce a public summary of the Organisation's audit report and either the CB or Rainforest Alliance may disclose or publish such summary information in whole or in part, (iv) the CB and Rainforest Alliance have the right to list the certified Organisations on their websites, (v) in the event that, during the course of any audit hereunder, the CB or its subcontractor discovers evidence of potential criminal activity or any other information required to be disclosed to a judicial, governmental or regulatory body, the CB reserves the right to disclose such information to a judicial, governmental or regulatory body, and (vi) Rainforest Alliance may disclose confidential information if there is a challenge to any certification claim made by the CB or Rainforest Alliance or the integrity or reputation of the system.

- 1.9 The Rainforest Alliance is entitled to visit, at its own discretion and cost, any Organisation, with or without notification to the CB or to the Organisation. Rainforest Alliance may observe Organisations during the visit or conduct an audit with or without the CB. The CB and Rainforest Alliance have the right to access and review any of the Organisation's documentation, and the right to inspect any of the Organisation's sites and Organisations in the Certification Scope.
- 1.10 Rainforest Alliance has the right to require the CB to conduct an investigation audit of a certificate holder or participating operator.
- 1.11 Rainforest Alliance has the right to display the certificate holder name on transaction certificates for sales of certified products from that farm or group, throughout the supply chain to the final seller of the certified products as long as segregation is maintained.
- 1.12 Rainforest Alliance has the right to display the certificate holder or participating operators on transaction certificates only issued by or to the certified Organisation or one of its sites.
- 1.13 The certificate holder or participating operator's acknowledges that it may not use the Rainforest Alliance Certified™ seal other than pursuant to the terms of a valid written license agreement executed between the Organisation and Rainforest

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Alliance, including prior written approval by Rainforest Alliance for any public use, and agrees to adhere to the RA-R-AS-1-V1 31 Requirements and Guidelines for Use of Rainforest Alliance Trademarks as published on the Rainforest Alliance website.