

Vireo Srl and Vireo Sustainable Certification Sdn. Bh. (Here in referred as Vireo Asia Pacific, Vireo AP, Registration number: 1430526-H) operate under a partnership agreement for the provision of GSTC certification services.

It Is Hereby Agreed

That Vireo AP, in their role as regional partner, by authorised agreement with (CAB) Vireo Srl, wishes to supply the Client with services of initial assessment and subsequent annual surveillance against the GSTC Standards.

Certification will be provided by the accredited body Vireo Srl. All costs for certification will be invoiced to the client by Vireo AP

These Vireo **GSTC Certification Agreement** apply to all assessment and certification services offered and rendered to clients of the international Vireo Group, and its partner.

1. General

Vireo Srl offers third party certification services (“Services”) in order for prospective and existing Clients to be able to demonstrate conformity of Management Systems to customers and end-users.

2. Scope of Contract

- 2.1. This document, together with the application for quote, (when accepted and signed by the Client) shall form the terms and conditions between the parties for the scheme/schemes identified below:
- 2.2. No terms and conditions of the Client shall apply to the Contract.
- 2.3. This document describes the rights, responsibilities and duties of Vireo Srl, and the business or organisation, as identified in the Contract (the “Client”), whose System(s) (“System” – shall mean the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Client to meet the standard(s) (the “Standard”)) has been or is to be Certified (“Certified” – shall mean a System is in operation and subject to a valid certificate of conformance (“Certificate”) by Vireo Srl to the “Standard”).
- 2.4. The Certificate awarded by Vireo Srl covers only those services within the scope of the Client’s System as Certified by Vireo Srl.
- 2.5. The Client remains solely liable for any defect in its services or system and shall defend, protect and indemnify Vireo Srl from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said services or System.

3. Obligations of Vireo Srl

- 3.1. Vireo Srl will appoint competent qualified auditors to conduct audits and assessments of the Client’s System in accordance with the Accreditation Body’s rules and procedures and Vireo Srl’s management system requirements.
- 3.2. Vireo Srl will ensure that audit and assessment services are delivered at a frequency determined by normative documents in order for Vireo Srl to maintain confidence in the ongoing efficiency of the System.

- 3.3. Vireo Srl will issue audit and non-conformance reports after each audit activity.
- 3.4. Vireo Srl will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of Vireo Srl.
The Tour Operator, Hotel and Destination certificate cannot be issued in case of pre-conditions detected during the initial certification assessment. Pre-conditions shall be sorted before the issue of the certificate. The pre-conditions detected during the initial certification assessment shall be closed within 6 months, otherwise a full evaluation audit is required.
- 3.5. Vireo will carry out effective and impartial certification.
- 3.6. Vireo will communicate any changes in the standard and requirements to clients.
- 3.7. Vireo will provide information to clients on its certification procedures.
- 3.8. Vireo will maintain an up-to-date publicly available database of certification of clients including full name and address of the client, scope of certification, validity and duration of the certificate.

4. Obligations of the Client

- 4.1. The Client agrees to comply with any conditions set by Vireo Srl for the issue of a Certificate and recognises that Vireo Srl has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.
- 4.2. The Client consents to Vireo Srl using outsourced resources in the delivery of its obligations appertaining to this Contract.
- 4.3. The Client shall declare to Vireo Srl any activity which may create a conflict of interest in relation to its Certified System.
- 4.4. The Client shall provide of all necessary information and arrangements for the certification audit process and allow the access to the client's premises, personnel and records for the purpose of audit. The Client shall also allow the accreditation body independent access to certificate holder premises including access to confidential information.
- 4.5. The Client consents to Vireo Srl to access to its suppliers and outsourcers premises for the purpose of audit.

Moreover, the client shall:

- 4.6. Conform with all applicable certification requirements. In case of group certification, the group manager shall commit also to certification requirements for group certification.
- 4.7. Conform with any conditions set by the certification body for granting or maintaining certification, including implementing appropriate changes when they are communicated by the certification body.
- 4.8. Agree to the conduct of evaluations at the required intervals, including the certification body's right to carry out unannounced/short notice audits or additional on-site audit for verifying that major nonconformities have been corrected; unannounced or short notice audits may be carried out according to the following criteria and conditions:

- The certification body receives continuous complaints related to a certificate holder that can't find a satisfactory solution by using the appeal and complaints procedure.
 - The certification body has evidences of infringements of standards by a certificate holder.
 - The certification body receives a request for a short notice or unannounced audits.
- 4.9. Agree to witness audits of the accreditation body.
- 4.10. Agree, that GSTC have the right to conduct an extra assessment in addition to the GSTC Surveillance Assessment Program to investigate incidents and/or complaints or the outcomes of consecutive assessments or under other circumstances as deemed necessary by GSTC.
- 4.11. Agree, that GSTC have the right to conduct unannounced assessments outside of its Surveillance Assessment program in order to address heightened risk or allegations of serious violations or negligence of GSTC Accreditation Requirements.
- 4.12. Agree, that specified information is published, as indicated in the applicable GSTC normative documents.
- 4.13. Consider the participation of observers.
- 4.14. Agree, that a complaint is first handled according to the certification body's dispute resolution procedure and if not resolved referred to the accreditation body and ultimately to GSTC.
- 4.15. Make claims regarding certification consistent with the scope of certification and not make any claims of conformity (or near conformity) with GSTC certification requirements until and unless certification is granted.
- 4.16. Not imply that the certification applies to activities and sites that are outside the scope of certification.
- 4.17. Not use its certification in such a manner as to bring the certification body, GSTC or the accreditation body into disrepute and lose public trust and not make or permit any statement regarding its certification that may be considered misleading or unauthorised.
- 4.18. Not use or permit the use of its certification document or any part thereof in a misleading manner.
- 4.19. Keep a record of all complaints relating to conformity with certification requirements and make these records available to the certification body when requested. Client must also:
- a) take appropriate action with respect to such complaints and any deficiencies found in the system that affect conformity with GSTC certification requirements
 - b) document the actions taken
 - c) make all necessary arrangements for investigation of complaints.
- 4.20. Inform the certification body within ten (10) days of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of GSTC certification requirements. For multi site organization inform any changes in the sites, including the closure of any of the sites. For group organization, the group manager shall report annually to the CB, including on relevant changes in the group's production and management practices, and provide comments and actions regarding any shortcomings in the system.

- 4.21. Agree, that in case of reduction, suspension or withdrawal of the scope of the certification body's GSTC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of GSTC accreditation.
- 4.22. Agree, that the certification body has the right to delay or postpone its decision on certification, 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 the certification body, could affect the outcome of its evaluation.
- 4.23. Agree, that the certification body shall not be obliged to grant, maintain or agree certification, in a situation where, in the sole opinion of the certification body, reflects badly on the good name of the certification body.
- 4.24. Agree, that the certification body and GSTC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees.
- 4.25. Agree, that the certification body, GSTC and the accreditation body have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients.
- 4.26. Agree, that the certification body has the right to use information which is brought to its attention, to follow up on misuses of the GSTC trademarks and of the intellectual property rights held by GSTC.
- 4.27. Agree to use the GSTC Tick Logo in accordance with the GSTC-Tick Logo terms and conditions.
- 4.28. Acknowledge the title of the GSTC's intellectual property rights and that GSTC retains 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.
- 4.29. Agree, that the certification body has the right to suspend and/or withdraw its certification with immediate effect if, in the sole opinion of the certification body, the client is not in conformity with the conditions specified for the maintenance of certification.
- 4.30. Agree to provide copies of the certification documents to others, reproduced in their entirety or as specified in the certification scheme, if applicable.
- 4.31. Meet the following obligations on suspension or withdrawal of certification:
- a) immediately cease to make any use of any GSTC trademarks, or to make any claims that imply that they conform with the requirements for certification
 - b) identify all existing stakeholders, inform those stakeholders of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records
 - c) cooperate with the certification body and with GSTC in order to allow the certification body or GSTC to confirm that these obligations have been met.
- 4.32. Meet the following additional obligations on withdrawal of certification:
- a) return the certificate to the certification body or destroy the original, and commit to destroy

- any electronic copies and printed copies in their possession
- b) at its own expense remove all uses of GSTC's name, initials, logo, certification mark or trademarks from its documents, advertising or marketing materials.

4.33. Correctly communicate the meaning of the certification, avoiding misleading claims and withdrawing reference to certification following any termination;

5. Suspension or Withdrawal of Certification

- 5.1. Vireo Srl shall be entitled to suspend or withdraw the Client's certification on 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of Vireo Srl:
- a) the Client's acts, omissions or conduct, bring, or may bring, Vireo Srl, the Accreditation Body, or its Standards into disrepute
 - b) the Client represents, promotes or advertises any Systems which are outside the scope of its Certificate as Certified by Vireo Srl
 - c) the Client makes fraudulent misrepresentation or provides Vireo Srl with any inaccurate or misleading information, which is not corrected within three working days or immediately on being notified by Vireo Srl
 - d) the Client is in material breach of any term of this Contract
 - e) the Client fails to maintain or demonstrate an effective System such that the confidence in the Certificate is adversely affected
- 5.2. Suspension management:
- a) Vireo Srl shall immediately suspend the certificate if during the surveillance more than 10 major non-conformities are detected. The certificate shall be suspended also if minor and major non-conformities are not closed within the required timeframe. If there is a single non-conformity referred to a critical violation, the suspension of the certificate is immediate.
 - b) for Group Certification: Vireo Srl shall suspend the entire certificate if five or more Corrective Action Requests are issued against the group manager.
When the sustainability management system (SMS) is not functioning or when there is a direct risk that services are not meeting the standards or that non-certified services are sold as certified, Vireo shall suspend the entire group's certification.
 - c) For Multi sites certification: Vireo shall suspended the entire certificate if the central office or any of the site(s) does not / do not fulfil the necessary criteria for maintaining.
If any site has a major non-conformity, Vireo shall not: (i) Issue a certificate to any of the network until satisfactory corrective action is completed (for initial and re-certification only); (ii) exclude a particular site because of a Major non-conformity at that site (in the case of surveillance).
- 5.3. The maximum duration of suspension is twelve (12) months. In the case of failure of payment for certification services the maximum period of suspension is fixed at (3) months. After this period, the certification shall be withdrawn.
- 5.4. Where it considers it appropriate, Vireo Srl may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as Vireo Srl may reasonably specify, before the suspension or withdrawal takes effect.
- 5.5. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with Vireo Srl and GSTC, and cease to make any claims that imply that they comply with the requirements for certification.

6. Appeals and Complaints

Clients wishing to complain or appeal about the decisions of Vireo Srl shall do so in accordance with the Vireo Srl Complaints and Appeals Processes.

7. Materiality (Basis of opinion)

Vireo Srl conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by Vireo Srl in the form of reports, Certificates, or other communications is based on these sampling processes. Vireo Srl does not warrant, represent, or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Client undertakes to make all stakeholders aware of the foregoing provisions of this Clause. Vireo Srl accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

8. Certification fees

Detail refer to Vireo AP proposal.

9. Termination

- 9.1. Either party may terminate the Contract: By notice
Either party may give three months' written notice to the other and the Contract shall terminate upon expiry of said three-month period.
Or By default
Immediately upon either party being notified in writing by the other of any material breach of this Contract and the material breach, not being remedied within 14 days from the date of receipt of said notification.
If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof. If either party ceases to trade, whether in whole or in part.
- 9.2. In the event of the Contract being terminated (except in the case of material breach by Vireo Srl) the Vireo Srl Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of Vireo Srl and its Accreditation Body and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from documents, advertising and marketing materials with immediate effect. The Client shall confirm in writing that these obligations have been met and shall provide full co-operation to enable Vireo Srl and its Accreditation Body to carry out any verification activities necessary.

10. Indemnity

- 10.1. The Client shall fully and effectively indemnify Vireo Srl and keep Vireo Srl indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:
 - a. The use or misuse by the Client of any Certificate, license, logo, service mark or trademark provided by Vireo Srl in accordance with the Contract;
 - b. Any breach of the Contract by the Client;
 - c. Illness, injury or death to any personnel of Vireo Srl, the Client, its subcontractors, suppliers

or customers, together with any of their employees, agents or directors other than where due to the negligence of Vireo Srl; and

- d. Damage to or loss of property or equipment owned, leased or used by Vireo Srl(except to the extent that Vireo Srl has liability under the immediately preceding Clause (Liability);

10.2. The Client hereby acknowledges that a breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in Vireo Srl being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that Vireo Srl will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, noncompliance or non-observance by the Client of its duties and obligations owed.

11. Confidentiality

Except as may be required by law or required by the Accreditation Body, Vireo Srl and the Client will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

Padova
14/11/2023