

## Certification Agreement

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

Preferred by Nature OÜ, an Estonian limited liability company; registration number 10835645; VAT number EE100736494; with an address of Filosoofi 31, Tartu, Estonia ("Preferred by Nature")

AND

Full legal name of the client; with an address of [Click here to enter text](#) ("Organisation").

Preferred by Nature 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 capitalised:

**Accreditation Body** – refers to any authoritative or third-party body that performs accreditation or approval of Preferred by Nature 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(s)** – refers to the document(s) provided to the Organisation by Preferred by Nature to allow the Organisation to plan and prepare for an audit. The Audit Plan details the audit duration, audit location, audit criteria, audit team composition, audit agenda, and any other relevant information.

**Certificate(s)** – refers to the official document(s) attesting that an organisation has been certified after a positive certification decision. The validity and scope of the Certificate(s) are described in section 6.

**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 Preferred by Nature's and/or the relevant Certification Scheme Owner's website. Preferred by Nature also maintains service info sheets that include additional conditions and information related to specific certification and verification services and are available at [www.preferredbynature.org](http://www.preferredbynature.org).

**Certification Scheme Owner** – refers to the organisation responsible for developing and maintaining a certification scheme for those certification services provided by Preferred by Nature. For certain certification and verification services Preferred by Nature offers, Preferred by Nature is accredited or recognised by a third-party organisation, and for certain services, Preferred by Nature is the Certification Scheme Owner.

**Certification Scope** – refers to the boundaries and extent of the certification in relation to the activities, sites, processes, and products of the Organisation. The scope of the Organisation's Certificate is detailed in the latest audit report prepared by Preferred by

Nature and may also be listed on Preferred by Nature's website and/or the Certification Scheme Owner's website.

**Preferred by Nature** – refers to Preferred by Nature OÜ, a separate legal entity in the greater Preferred by Nature organisation (formerly known as NEPCon) that holds the accreditation as a certification body and covers the management of clients through delivery of certification, verification and auditing services against established standards and schemes. Preferred by Nature OÜ is a wholly owned daughter company of the non-profit organisation Preferred by Nature F.M.B.A., registered in Denmark under the registration number 18044633. Invoicing related to this Agreement may be provided by Preferred by Nature F.M.B.A., Preferred by Nature OÜ or by any of Preferred by Nature F.M.B.A.'s other daughter companies.

**Proposal(s)** – refers to the written document(s) specifying the Certification Scope and costs of the services to be provided by Preferred by Nature to the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the Certification Scope or cost of services are incorporated by reference into this Agreement.

**Suspension (of Certificate)** – refers to a case where the validity of the Certificate is temporarily suspended in accordance with the Certification Requirements.

**Termination (of Certificate)** – refers to a case where the Certificate is permanently withdrawn in accordance with the Certification Requirements. Termination can be voluntary (requested by the Organisation) or initiated by Preferred by Nature.

## 2. General information

- 2.1 For this Agreement, certification may also mean verification and certified may also mean verified to cover both certification and verification services.
- 2.2 Preferred by Nature has adopted and implemented several policies, including the following, which may be amended from time to time and are available at [www.preferredbynature.org](http://www.preferredbynature.org):
- a) the **Anti-Corruption Policy** establishes controls to ensure that personnel behave in a lawful and ethical manner. Preferred by Nature has a zero tolerance approach toward corruption, fraud, and bribery, including personnel accepting cash gifts in relation to services under this Agreement;
  - b) the **Impartiality Policy** defines conflict of interest and the measures in place to safeguard Preferred by Nature 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 Preferred by Nature handles any disputes raised, including any appeals or complaints submitted to Preferred by Nature 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 Preferred by Nature reserves the right to disassociate itself from any organisation that is in violation of the principles of this policy.

- 2.3 Preferred by Nature maintains information about its management, structure, activities, and people responsible for key decisions related to certification at [www.preferredbynature.org](http://www.preferredbynature.org).

### 3. Obligations of Preferred by Nature

- 3.1 Preferred by Nature agrees to:
- a) maintain the necessary systems, competencies, and qualified personnel to conduct the audits under the offered certification services;
  - b) maintain the required accreditations, authorisations, and recognitions to carry out the certification services it offers;
  - c) provide the public with information about the certification services offered and Preferred by Nature policies, all available at [www.preferredbynature.org](http://www.preferredbynature.org);
  - d) conduct audit(s) according to the Proposal(s) and Certification Requirements and prepare and submit audit report(s) to the Organisation, which forms the basis for a decision to issue, maintain, Suspend or Terminate a Certificate. The Organisation will be provided the opportunity to review and comment on the report before the decision is taken; and
  - e) make information about the certified status of the Organisation and their Certification Scope publicly available through the public database designated by the Certification Scheme Owner or on Preferred by Nature's website or both.
- 3.2 In case the scope of Preferred by Nature's accreditation is reduced, suspended or terminated, Preferred by Nature will inform the Organisation within thirty (30) days of such change in status and comply with Certification Requirements for transfer of the Certificate to another accredited certification body.

### 4. Obligations of Organisation

- 4.1 The Organisation agrees to:
- a) disclose any current or previous applications for similar types of certification or certifications held within the last five (5) years;
  - b) conform to all applicable 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. If the certification applies to ongoing production, the Organisation agrees to ensure that the certified product continues to fulfil the product requirements. In the event of an inconsistency between this Agreement and the Certification Requirements, the Organisation agrees and acknowledges that the provisions of the Certification Requirements shall prevail;
  - c) cooperate with Preferred by Nature 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 Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, as well as access to any facilities,

personnel and subcontractors of the Organisation, and also provide Preferred by Nature and the Certification Scheme Owner the right to use and process any information relating to or provided by the Organisation, in so far as it is necessary to evaluate and verify compliance of the Organisation with the Certification Requirements. Even if not explicitly solicited by Preferred by Nature, the Organisation will disclose to Preferred by Nature all facts and circumstances which can reasonably be expected to be relevant in order to assess the Organisation's compliance with the Certification Requirements. The Organisation agrees that Preferred by Nature may stop the audit process in the event the Organisation does not collaborate with the audit as required in the Certification Requirements;

- e) undergo surveillance audits, as determined by Preferred by Nature. 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;
- f) acknowledge that Preferred by Nature, Accreditation Body and/or Certification Scheme Owner reserve the right to conduct short notice and unannounced site visits when deemed necessary to verify conformance with the Certification Requirements and/or protect the integrity of Preferred by Nature'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 Preferred by Nature, Accreditation Body and/or Certification Scheme Owner to facilitate such visits and to disclose all information required to conduct the evaluation;
- g) address any non-conformities identified by Preferred by Nature 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 Preferred by Nature;
- h) not edit any certification documents (for example, audit 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 against Organisation in accordance with Certification Requirements and keep a record of any complaints it receives in relation to its conformance with the Certification Requirements, take appropriate actions to address such complaints, and maintain written records of the actions taken and the final outcome of the complaint. The Organisation shall make these records available to Preferred by Nature upon request;
- j) first address any disputes Organisation may have with Preferred by Nature and/or any unresolved complaints against Organisation in accordance with Preferred by Nature's Dispute Resolution Policy and agree to refer any complaints to the Accreditation Body or Certification Scheme Owner only if the complaint is not resolved to the satisfaction of Organisation;
- k) not to undertake any activities or make any claims that may harm the reputation of Preferred by Nature, Accreditation Body, or the Certification Scheme Owner;

- l) conform to all Certification Requirements in any attached appendices when applicable to Organisation's Certification Scope; and
  - m) cause all third-party entities to conform to the relevant Certification Requirements and comply with all obligations of, including without limitation all prohibitions relating to, Organisation hereunder in instances where Organisation manages operations in collaboration with, or is a group manager for, a group of affiliated enterprises or operations, or where Organisation's certification involves or requires the participation of affiliated or third-party entities.
- 4.2 The Organisation agrees to notify Preferred by Nature as soon as possible, and no later than ten (10) working days (unless the Certification Requirements state a shorter timeline), of any fundamental changes that 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 Preferred by Nature during the preparation of the Proposal and that require additional site visits or further investigation. The Certification Scope and costs are detailed in the Proposal sent to the Organisation by Preferred by Nature. Any costs, except any costs associated with unannounced site visits as specified in clause 4.1 f) above, will be communicated to the Organisation before Preferred by Nature invoices Organisation and 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. Organisation acknowledges that the Certification Scheme Owner and/or Accreditation Body may amend their fees from time to time and such amendments are not within the control of Preferred by Nature.

## 6. Certificate validity and scope

- 6.1 The basis for issuing a Certificate is a positive certification decision, which is taken by an appointed Preferred by Nature personnel. The certification decision is made taking into account the audit report and the recommendation of the audit team. Preferred by Nature has the right to delay or postpone its certification decision in order to take account of new or additional information that has not already been

- considered in its audit report and that, in the opinion of Preferred by Nature, 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 by Preferred by Nature. The Certificate will be issued if a positive certification decision is reached and after this Agreement has been signed and all pending costs and fees have been paid, provided that no other reasons exist which would cause Preferred by Nature to refuse issuance of the Certificate pursuant to clause 6.6.
- 6.3 The Organisation acknowledges that Preferred by Nature 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. The Organisation furthermore acknowledges that the issuance of a Certificate does by no means alter or limit Preferred by Nature's rights to terminate the Agreement under clause 11.2.
- 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 reassessment is required. A new Certificate is issued upon the Organisation achieving a positive certification decision. In order to avoid a gap in certification, the reassessment shall be conducted, and the new Certificate shall be issued, prior to the Termination date of the existing Certificate. The Organisation should inform Preferred by Nature of its intention to renew their Certificate at least 3 months prior to the expiry of their Certificate to ensure that certification can be renewed timely prior to the Certificate expiry date.
- 6.5 Preferred by Nature 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 Preferred by Nature can refuse to issue a Certificate or maintain certification depending on the overall compliance of the Organisation and, in particular, if the activities of the Organisation conflict with the obligations of Preferred by Nature as required for its accreditation as a certification body or, in the sole opinion of Preferred by Nature, reflect badly on the good name of Preferred by Nature.
- 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 Preferred by Nature about any desired changes to the Certification Scope before these changes are implemented. Preferred by Nature 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 Certification Scope can be changed.

- 6.9 The Organisation has the right to object to the audit process or appeal a certification decision to Preferred by Nature in accordance with Preferred by Nature and Certification Scheme Owner policies and procedures.

## 7. Certificate Termination and Suspension

- 7.1 Upon written notice to Organisation, Preferred by Nature may Terminate or Suspend a Certificate on any of the grounds listed in clause 6.6 or 11.2 or in accordance with decisions made by the Certification Scheme Owner or Accreditation Body.
- 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 (including in social media) in relation to its certification and certified status;
  - c) at its own expense, remove and delete all uses of names, initials, logos, certification marks or other trademarks of Preferred by Nature 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 Preferred by Nature, inform relevant customers about the Suspension or Termination within three (3) business days of Suspension or Termination, and maintain records of such notification;
  - e) destroy the issued original Certificate and all copies; and
  - f) cooperate with Preferred by Nature 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 Preferred by Nature 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 products, characteristics or operations outside of the Certification Scope.
- 8.3 The Organisation shall ensure that any public usage by the Organisation of the name, logo or trademarks of Preferred by Nature, the Certification Scheme Owner or the Accreditation Body shall be previously reviewed and approved in writing by Preferred by Nature, the Certification Scheme Owner or the Accreditation Body in accordance with the Certification Requirements. If applicable, any usage by the Organisation of the Preferred by Nature seal or any variation thereof will be

subject to the licensing terms as provided for in an appendix relevant to Organisation's Certification Scope.

- 8.4 The Organisation acknowledges the intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body and that they shall continue to retain full ownership of their intellectual property rights and that nothing shall be deemed to constitute a right for the Organisation to use or cause to be used any of the intellectual property rights belonging to Preferred by Nature, the Certification Scheme Owner and Accreditation Body, except as otherwise set forth in this Agreement.
- 8.5 Preferred by Nature reserves the right to follow up on information obtained regarding infringements of the trademarks or intellectual property rights of Preferred by Nature, the Certification Scheme Owner and Accreditation Body.

## 9. Confidentiality and public information

- 9.1 For the purposes of this Agreement, confidential information shall include any information, in whatever form, which is delivered by a Party during the term of the Agreement or during its preparations in any form. Confidential information may include, but is not limited to, technical, operational, administrative, economic, business or financial information, as well as data, trade secrets, customers, suppliers, partners, intellectual property, know-how, processes, strategies, designs, methodologies, photographs, drawings, software, inventions, patents, and any other information whatsoever of a confidential nature, in whole or in part, related to the execution of this Agreement.
- 9.2 Neither Party to this Agreement shall disclose or publish any confidential information of the other Party, without written consent of the other Party, unless:
- the disclosure is to the receiving Party's attorneys or authorised agents;
  - disclosure is required by law or by a judicial, governmental or regulatory body and in such cases, receiving Party shall, unless prohibited by law, notify disclosing Party of the information released;
  - such information is publicly available without any violation of this Agreement by the receiving Party; or
  - the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party.
- 9.3 Notwithstanding the foregoing:
- Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements;
  - where required by the Certification Requirements, Preferred by Nature may produce public summaries of the Organisation's audit reports and either Preferred by Nature or Certification Scheme Owner may disclose or publish such summary information in whole or in part; and
  - Preferred by Nature and Certification Scheme Owner have the right to list certified organisations and publish Certificate(s) on their websites.

- 9.4 The Organisation agrees that Preferred by Nature designated personnel, as well as personnel and authorised 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 Preferred by Nature or the certification of Organisation in order to evaluate compliance of the Organisation with the Certification Requirements. This may include the above mentioned personnel or authorised representatives accompanying Preferred by Nature designated personnel at audits. Preferred by Nature reserves the right to request other supporting information such as shape files and photographs.
- 9.5 In so far as it is necessary for Preferred by Nature or the Certification Scheme Owner to perform their obligations under this Agreement, Preferred by Nature and the Certification Scheme Owner shall be entitled and authorised to obtain the Organisation's personal and business data in accordance with any applicable data protection legislation.

## 10. Limitation of liability and indemnification

- 10.1 The Organisation agrees that Preferred by Nature 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:
- manufacture, use, sale, advertising, promotion, distribution, felling, removal, processing, transport or other disposition of product included in the Certification Scope;
  - marketing, advertising or promotion of its certified product, enterprise or operation; or
  - failure to comply with the terms and conditions of the certification hereunder.
- 10.2 Preferred by Nature shall not be liable to the Organisation except for actions or claims arising from Preferred by Nature's own gross negligence or intentional or wilful misconduct. In no event shall Preferred by Nature be liable to the Organisation, any Organisation customer or any other person or entity for any indirect, incidental, consequential or punitive damages, however caused, arising out of or relating to this Agreement. The Organisation agrees not to take any legal action against Preferred by Nature, present any claims for any kind of compensation to Preferred by Nature, or hold Preferred by Nature liable in any way for any damages or consequences resulting from Termination or Suspension of a Certificate made in accordance with the terms of this Agreement.
- 10.3 In any case, Preferred by Nature's total liability to Organisation for any damages arising out of or in connection to this Agreement, with respect to any one event or series of connected events, shall be limited to the annual remuneration paid by the Organisation to Preferred by Nature under this Agreement.
- 10.4 Organisation agrees to defend, indemnify and hold harmless Preferred by Nature 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 Preferred by Nature's gross negligence or wilful misconduct.

- 10.5 It shall be presumed that Preferred by Nature has not acted grossly negligent if damages result from non-conformities with the Certification Requirements by the Certificate holder.
- 10.6 Either Party shall be exempted from liability for failure to fulfil its obligations under the Agreement if the obligations are not fulfilled due to force majeure circumstances, which are beyond the Party's control or which could not have been reasonably foreseen at the time of the conclusion of the Agreement and the consequences of which could not have been prevented. Force majeure circumstances 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. The lack of financial resources shall not be deemed to be a force majeure circumstance.

## 11. Term and termination

- 11.1 This Agreement shall be effective after it has been signed by both Parties. Unless terminated sooner as provided under this section 11, the Agreement terminates automatically after the last remaining Certificate is Terminated or expires or once it is determined that the Organisation will not be obtaining certification. If the last Certificate expires in cases where certification will potentially be renewed, this Agreement will be automatically extended for up to four (4) months.
- 11.2 This Agreement may be terminated by any of the following:
- mutual agreement of the Parties;
  - Organisation with thirty (30) days' written notice;
  - Preferred by Nature with ninety (90) days' written notice;
  - Preferred by Nature, if Organisation breaches any of its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
  - either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
  - Preferred by Nature, if Organisation, in the sole opinion of Preferred by Nature, violates the principles of Preferred by Nature's Policy of Association and fails to demonstrate corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation of such violations in writing;
  - Preferred by Nature, in accordance with the process and timelines defined in the Certification Requirements;

- h) Preferred by Nature, immediately, if Organisation escalates conflicts with Preferred by Nature without following the Dispute Resolution Policy in violation of clause 4.1 j); or
  - i) Preferred by Nature, immediately, if the Organisation, in the sole opinion of Preferred by Nature, engages in illegal, unethical, deceptive, fraudulent, uncooperative behavior, commits an act of coercion or bribery or makes a material misrepresentation of fact or if Organisation's activities or actions, in the sole opinion of Preferred by Nature, discredit or reflect badly on the name of Preferred by Nature or the Certification Scheme Owner.
- 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 Preferred by Nature, except as set forth in the provisions of section 5, clauses 7.2, 9.1, 9.2, all clauses in section 10, clauses 12.2 and 12.3, and those provisions that by nature are intended to survive termination of the Agreement.

## 12. Miscellaneous

- 12.1 This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter contained herein.
- 12.2 This Agreement is governed by and construed in accordance with the laws of Estonia, without regard to any conflict of law principles.
- 12.3 In the event of any dispute arising from or in connection to this Agreement, the Parties shall first seek to resolve it amicably through mutual agreement, but if no resolution is achieved, the dispute shall be submitted to the courts of Estonia, which shall have exclusive jurisdiction.
- 12.4 Preferred by Nature may, from time to time, modify this Agreement as a result of changing Accreditation Body requirements, Certification Requirements, or Preferred by Nature procedures. Any such modifications shall be provided to the Organisation in writing at least ninety (90) days before they become effective. If the Organisation objects to any of the changes, the Organisation has the right to terminate the Agreement by giving Preferred by Nature thirty (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 and a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

- 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 ninety (90) days in advance. This Agreement shall be binding on the successors and assigns of the Parties in its entirety.
- 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 Preferred by Nature OÜ	On behalf of Organisation
Name		
Title		
Date	Click to enter date	
Signature		

## Appendix for American Tree Farm System (ATFS)

This appendix contains terms and conditions that are only applicable to organisations that are an American Tree Farm System ("ATFS") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Certification claims and trademark usage

- 1.1 Preferred by Nature shall exercise the control as specified by the Certification Scheme Owner of the ownership, use and display of licenses, Certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- 1.2 Organisation shall follow ATFS Logo Use Guidelines and ATFS Signage Use Guidelines.
- 1.3 Incorrect references to the Certification Scheme, or misleading use of licenses, Certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.
- 1.4 Certification under the ATFS scheme does not grant use of any existing or future Preferred by Nature marks.

## Appendix for Bonsucro

This appendix contains terms and conditions that are only applicable to organisations that are a Bonsucro applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Terms

1.1 In this appendix, these terms have the following meanings when capitalised:

**Action Plan** – refers to a summary of intended steps to be taken to rectify a non-conformity.

**Audit Report** – refers to a report on the outcome of an audit by a certification body to its client. It includes the Calculator and Certificate (if applicable).

**Bonsucro Standards** – refers to the document that provides, for common and repeated use, rules, guidelines or characteristics for products or related processes and production methods of Bonsucro, with which compliance is not mandatory.

The Bonsucro Standards are: 1) Bonsucro Production Standard, including EU RED; and 2) Bonsucro Mass Balance Chain of Custody Standard, including EU RED.

**Calculator** – refers to a document provided by Bonsucro for use by certification bodies during audits of mills to assess compliance against the Bonsucro Production Standard.

**Checklist** - refers to a simplified form of the relevant standard against which an auditor can record audit findings.

**Mass Balance** – refers to a system for administratively monitoring the inputs and outputs of certified material/product throughout the supply chain.

**Sugarcane-Derived Product** – includes among others sugar, ethanol, bagasse and molasses.

### 2. Obligations of Preferred by Nature

2.1 Preferred by Nature shall advise Bonsucro of the establishment of the Agreement.

### 3. Obligations of Organisation

3.1 The Organisation agrees to:

- a) provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, including but not limited to: any information, including confidential information, deemed relevant to establish compliance of the Organisation with relevant Bonsucro Standards. This information may include the Certificate, Certificate annexes, Audit Reports and past Auditing Reports, including from other schemes, Checklists, Action Plans, Calculators, Mass Balance data, and any other information relating to their certification; and

b) maintain all documentation related to their certification for a period of at least five (5) years or longer if mandatory according to prevailing laws and regulations.

3.2 The Organisation acknowledges that Bonsucro may request product and certification information to assist in product tracebacks or supply chain reconciliations.

#### 4. Certificate Termination and Suspension

4.1 Upon Termination of the Certificate because of non-compliance with the core criteria set out in the Bonsucro Standards, the Organisation:

- a) shall agree to immediately cease usage of any claims, labelling or advertising in relation to its certification and certified status, and cease selling any remaining Sugarcane-Derived Products as Bonsucro certified; and
- b) acknowledges that a full re-audit shall be required if it wishes to be certified.

#### 5. Certification claims and trademark usage

5.1 The Organisation shall not make public claims relating to compliance of sugarcane and all Sugarcane Derived Products with the Bonsucro Standard(s) without valid certification.

## Appendix for when Preferred by Nature serves as a Monitoring Organisation

This appendix contains terms and conditions that are only applicable to organisations that apply to use or are using Preferred by Nature 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 the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Terms

- 1.1 In this appendix, these terms have the following meanings when capitalised:

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

**EU Timber Regulation** – refers to 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** – refers to Preferred by Nature when it 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. The Organisation's conformance to the Preferred by Nature LegalSource™ Certification Requirements is a pre-requisite to use Preferred by Nature as a Monitoring Organisation.

### 2. Obligations of Preferred by Nature

- 2.1 Preferred by Nature 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.
- 2.2 Preferred by Nature 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.

### 3. Obligations of Organisation

- 3.1 Organisation agrees to abide by all applicable obligations placed on operators as defined in the EU Timber Regulation.

### 4. Confidentiality and public information

- 4.1 Organisation agrees to recognise the right of Preferred by Nature to share audit reports and other relevant information with the European Commission and Competent Authorities if Preferred by Nature is requested to do so.

## 5. Limitation of liability and indemnification

- 5.1 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.
- 5.2 Organisation will not hold Preferred by Nature 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 for Preferred by Nature Certification

This appendix contains terms and conditions that are only applicable to organisations that are a Preferred by Nature Certification applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Certification claims and trademark usage

- 1.1 An organisation verified as conforming to all the applicable Preferred by Nature Certification Requirements may use the Preferred by Nature Seal (the "Seal") in connection with the sale, marketing, advertising or distribution of Preferred by Nature Certification certified products within the Certification Scope as certified by Preferred by Nature ("Preferred by Nature Certified Product") in accordance with the terms and conditions of the Agreement and subject to the following:
- Preferred by Nature hereby grants Organisation a non-transferable, non-exclusive license to reproduce the Seal (as shown and made available to the Organisation by Preferred by Nature) with respect to Preferred by Nature Certified Product when and as long as Organisation holds a valid Certificate and in relation to the products that are covered by the Certification Scope of the valid Certificate.
  - Organisation may only use the Seal with the prior review and written approval of Preferred by Nature, and Organisation may not alter the Seal in any manner. Organisation shall submit to Preferred by Nature for its approval, prior to publication or any other use, all claims, representations, public statements or language about or references to Preferred by Nature and all uses of the Seal on Preferred by Nature Certified Product. Once Preferred by Nature has approved any such use, Organisation may not make any changes to such use without first obtaining Preferred by Nature's written approval.
  - Organisation agrees to comply with the Preferred by Nature Seal Use Policy, which may be amended from time to time, and pay any related fees, if applicable, as set forth in the Seal Use Policy.
  - Organisation agrees to accurately and fairly represent its Certificate type, its Certification Scope and the Preferred by Nature Certified Product, enterprises or operations included in the Certification Scope. Organisation shall restrict its representations of certification to relate only to conformance to the Certification Requirements and will not represent certification in relation to any other characteristics. Organisation shall not make certification claims in the sale, marketing, advertising, promotion or distribution, or misrepresent the certification status, of Preferred by Nature Certified Product, enterprises or operations that are not included in the Certification Scope.
  - All use of the Seal will be of high quality in keeping with the reputation of Preferred by Nature and shall comply with the standards and requirements set by Preferred by Nature from time to time. Organisation agrees that it will not manufacture, cause to be manufactured, market, promote, sell or distribute



Preferred by Nature Certified Product or use the Seal in a manner that is inconsistent with the goals and purposes of Preferred by Nature and its mission. Organisation shall maintain the high standards and reputation of Preferred by Nature and shall not use the Seal in a manner that is disparaging to Preferred by Nature or contrary to its values.

- f) The Organisation must not:
- i. use the Seal in conjunction with another trademark or any character, word, name, imagery, or symbol so as to create a composite trademark or so as to otherwise create an association between the Seal and such other trademark, character, word, name, imagery or symbol.
  - ii. use any sign, whether as a trademark or otherwise, which is substantially identical or deceptively similar to the Seal.
- g) Organisation acknowledges and agrees that Preferred by Nature is the exclusive owner of the Seal or any other trademark, service mark, certification mark, logo or other proprietary designation owned by Preferred by Nature (the "Marks"). Organisation agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Organisation shall inure to the benefit of Preferred by Nature. Organisation agrees that nothing in this Agreement shall give Organisation any right, title or interest in the Marks, other than the right to use the Seal in accordance with this Agreement. Organisation shall not in any manner represent that it has any ownership interest in the Marks or any registrations thereof and hereby waives and disclaims any ownership right or interest in or to the Marks or variations thereof that may arise under the law in any country, state or other jurisdiction. Organisation shall not register or attempt to register the Marks or any similar marks to designate any goods, services or certification or verification programs in any country, state or other jurisdiction. Organisation will not contest, impair, or otherwise challenge, directly or indirectly, Preferred by Nature's right, title, or interest in and to the Marks. Organisation will not infringe or facilitate the infringement of any rights derived from the Marks. At the request of Preferred by Nature, Organisation shall execute and deliver to Preferred by Nature any and all documents and do all other acts and things which Preferred by Nature deems necessary or appropriate to make fully effective or to implement or execute the provisions of this Agreement relating to the ownership or registration of the Seal.
- h) Organisation shall not sell, assign, sub-license, or otherwise transfer its license to reproduce the Seal under this Agreement to any third party, without the prior written approval of Preferred by Nature.
- i) Organisation shall immediately notify Preferred by Nature of any activity that may come to its attention that would reasonably be construed to constitute an unauthorised use, infringement, or dilution of the Seal or any of the Marks.
- j) Preferred by Nature has the sole right to take, and determine whether or not to take, any action(s) it deems appropriate with respect to any unauthorised use, infringement, or dilution of the Seal and the Marks. Organisation agrees to fully cooperate with Preferred by Nature in connection with any such action.

- k) The license to reproduce the Seal is specific to Preferred by Nature Certified Product and shall only become effective upon Organisation's receipt of Preferred by Nature Certification from Preferred by Nature with respect to such applicable Certification Scope.
- l) In the event any conduct or omission by the Organisation in using the Seal or the Marks, in the reasonable opinion of Preferred by Nature, breaches any of the provisions of these licensing terms, Preferred by Nature may, in its sole discretion, take one or more of the following actions: (i) require the Organisation to change or stop such conduct, or to correct such an omission, or to withdraw from circulation any materials that, in the reasonable opinion of Preferred by Nature, breach the licensing conditions, (ii) suspend the certification of the Organisation pursuant to section 7 of the Agreement until such time as the Organisation has remedied the breach.
- m) The Organisation's right to use the Seal ceases automatically in case the Preferred by Nature Certification program Certificate issued to the Organisation is suspended or terminated.
- n) Preferred by Nature reserves the right to withdraw the Seal use eligibility from the Organisation at any time if the Organisation is not in conformance with the Preferred by Nature Certification Requirements.

## Appendix for Programme for the Endorsement of Forest Certification (PEFC)

This appendix contains terms and conditions that are only applicable to organisations that are a Programme for the Endorsement of Forest Certification (“PEFC”) applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Confidentiality and public information

- 1.1 Preferred by Nature may provide the Certification Scheme Owner or the Accreditation Body with access to confidential information of the Organisation if required by Certification Requirements. Such information includes but is not limited to: copies of audit reports and other necessary audit records requested by PEFC, and summary reports for resolved complaints and appeals against the PEFC certified client organisations received by Preferred by Nature.

## Appendix for Rainforest Alliance Sustainable Agriculture

This appendix contains terms and conditions that are only applicable to organisations that are a Rainforest Alliance Sustainable Agriculture applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of this Agreement, the terms of this appendix shall prevail. This appendix and all clauses in this Agreement that are required by Rainforest Alliance are subject to applicable law.

### 1. Obligations of Organisation

#### 1.1 The Organisation agrees that:

- a) for groups, the Organisation agrees to cause each group member to conform to the applicable standards and comply with all obligations thereof, including without limitation all provisions relating to the Organisation under this Agreement;
- b) it shall notify Preferred by Nature 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 could affect the Organisation's conformance with the applicable standards or compliance with applicable law;
- c) it will only take legal action against the Rainforest Alliance upon the final disposition of its dispute through Preferred by Nature's Dispute Resolution Policy and the Rainforest Alliance grievance procedure;
- d) the Rainforest Alliance is entitled to visit, at its own discretion and cost, the Organisation, with or without notification to Preferred by Nature or to the Organisation. The Rainforest Alliance may observe the Organisation during the visit or conduct an audit with or without Preferred by Nature; and
- e) the Rainforest Alliance has the right to request that Preferred by Nature conduct unannounced or investigation audits of the Organisation.

### 2. Certificate Termination and Suspension

#### 2.1 Upon Suspension or Termination of the Certificate, the Organisation shall agree to immediately:

- a) Comply to the sell-off requirements defined in the Certification Requirements.
  - i. Cease to make any use of any trademark of the Rainforest Alliance to sell any previously labelled product unless such trademark is removed, and/or to make any claims that imply that such product, Organisation's enterprise or Organisation, conforms to the applicable standards.
  - ii. At the Organisation's own expense, remove all uses of names, initials, logos, certification marks or other trademarks of the 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 Requirements.

- 2.2 Notwithstanding the foregoing, for a period beginning on the effective date of Suspension or Termination of the Certificate and ending on the date that is six (6) months from the Suspension or Termination date, the Organisation may sell certified product in accordance with the Rainforest Alliance Supply Chain Policy and applicable Certification Requirements and policies, which may be amended from time to time.
- 2.3 If Preferred by Nature decides not to certify or Terminates or Suspends a Certificate, the Organisation may not change its certification body until the next certification audit and cycle after the certification decision was made.

### 3. Certification claims and trademark usage

- 3.1 The Organisation acknowledges that it may not use the Rainforest Alliance Certified™ certification mark other than pursuant to the terms of a valid written license agreement executed between the Organisation and Rainforest Alliance, including prior written approval by Rainforest Alliance for any use, and agrees to adhere to the Requirements and Guidelines for Use of Rainforest Alliance Trademarks as published on the Rainforest Alliance website.
- 3.2 The Organisation agrees that any representation it makes with respect to the Rainforest Alliance, certified product, the scope of an operation's certification to the Rainforest Alliance standards, or with respect to its collaboration with or support for the Rainforest Alliance, shall be fair and accurate. The Organisation shall restrict its representations with respect to certification of certified product to the applicable Rainforest Alliance 2020 Standard (or subsequent Rainforest Alliance standards) and not with respect to products, product characteristics or agricultural operations not included within the scope of the Certificate of the Organisation that covers the certified product. The Organisation agrees that it will not use any Rainforest Alliance trademarks or make claims, representations, public statements or use language about or references to the Rainforest Alliance in connection with the direct or indirect sale, marketing or advertising of products that are not certified products except as specifically permitted in a license agreement with the Rainforest Alliance.
- 3.3 The Organisation shall not use the name, certification mark, logos or other trademarks of the Rainforest Alliance except as permitted in a licensing agreement with the Rainforest Alliance. The Organisation shall fully cooperate with the Rainforest Alliance and Preferred by Nature with respect to any unauthorised use, infringement, or dilution of the trademarks or other intellectual property rights of the Rainforest Alliance.

### 4. Confidentiality and public information

- 4.1 The Organisation agrees to comply with the Rainforest Alliance requirements for transparency and confidentiality as set forth in its licensing agreement with the Rainforest Alliance.
- 4.2 The Rainforest Alliance has the right to display the Organisation 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.

- 4.3 The Rainforest Alliance has the right to display the Organisation's name on transaction certificates issued by or to the Organisation or one of its sites.

## 5. Term and termination

5.1 This Agreement may be terminated by:

- a) Preferred by Nature with ninety (90) days' written notice in the event that Preferred by Nature's authorisation as a certification body is suspended or cancelled.

## Appendix for Responsible Biomass Programme (RBP)

This appendix contains terms and conditions that are only applicable to organisations that are a Responsible Biomass Programme ("RBP") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Preferred by Nature

- 1.1 Preferred by Nature is an approved verifier for the requirements of Bekendtgørelse om Håndbog om opfyldelse af bæredygtighedskrav og krav til besparelse af drivhusgasemissioner for biomassebrændsler til energiformål (HB 2021).
- 1.2 The RBP verification provided by Preferred by Nature follows the Danish biomass legislation referenced in 1.1.

## Appendix for Roundtable on Sustainable Palm Oil (RSPO)

This appendix contains terms and conditions that are only applicable to organisations that are a Roundtable on Sustainable Palm Oil ("RSPO") applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Preferred by Nature

- 1.1 In case the scope of Preferred by Nature's RSPO accreditation is reduced, suspended or terminated, Organisation's RSPO Certificate will remain valid until the next annual audit date. In case Preferred by Nature's RSPO accreditation is suspended or terminated within four (4) months of Organisation's next annual audit date, the Organisation is given a three (3) month extension from the expiry date of Certificate by RSPO. Preferred by Nature will inform the Organisation within fourteen (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 another 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.

### 2. Term and termination

- 2.1 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's (or its parent organisation or one of its majority owned and/or managed subsidiaries) RSPO membership becomes suspended or terminated.

## Appendix for Sustainable Biomass Program (SBP)

This appendix contains terms and conditions that are only applicable to organisations that are an Sustainable Biomass Program (“SBP”) applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Obligations of Organisation

- 1.1 The Organisation agrees to:
  - a) provide Preferred by Nature, Certification Scheme Owner, or Accreditation Body personnel or authorised representatives with complete, truthful and accurate information and documents, including but not limited to: any supply base report; Preferred by Nature public summary reports; data required by SBP for greenhouse gas calculations and regulatory reporting; and any data required by SBP to be supplied to the Organisation’s purchaser/customer with each batch of biomass supplied or sold.

### 2. Confidentiality and public information

- 2.1 Both Preferred by Nature and SBP shall be entitled and authorised to process the Organisation’s personal data and business data (so far as is necessary for the purpose of performance obligations to Preferred by Nature and/or SBP) in accordance with Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any other applicable data protection legislation.

## Appendix for Sustainable Forestry Initiative (SFI)

This appendix contains terms and conditions that are only applicable to organisations that are a Sustainable Forestry Initiative (“SFI”) applicant or Certificate holder. These specific terms and conditions are in addition to all other applicable terms and conditions of the Agreement. In the event of a conflict or inconsistency between this appendix and the rest of the Agreement, the terms of this appendix shall prevail.

### 1. Certification claims and trademark usage

- 1.1 Preferred by Nature shall exercise the control as specified by the Certification Scheme Owner of the ownership, use and display of licenses, Certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- 1.2 Organisation shall acquire approval from the SFI Office of Label Use and Licensing for use of SFI on-product labels and off-product marks and comply with SFI Rules for Use of SFI On-Product Labels and Off-Product Marks.
- 1.3 Incorrect references to the Certification Scheme, or misleading use of licenses, Certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.