

## Amtivo Food and Packaging Certification Regulations

Amtivo Group Limited ("Amtivo") is a certification body accredited by the United Kingdom Accreditation Service ("UKAS") to provide the audit and certification of Client's products, processes or services. These Certification Regulations set out the respective obligations of Amtivo and the Client to each other in relation to all activities that form part of the certification process ("Certification Activities") carried out by, or on behalf of, Amtivo.

1. Amtivo shall perform the Certification Activities using reasonable care and skill. Where Amtivo has subcontracted aspects of the Certification Activities to a third party, Amtivo shall remain legally responsible for the Certification Activities.
2. The Client shall fully co-operate in relation to arranging any audits required by the Certification Activities, including making provision for examining documentation and providing access to all processes and areas, records and personnel.
3. The Client shall agree to the presence of an observer from the relevant accreditation body, the scheme owner and/or Amtivo for training, audit or calibration purposes, including:
  - (i) training of new auditors;
  - (ii) routine shadow and witness audits;
  - (iii) witness audits (by any accreditation provider and/or a scheme owner); and/or
  - (iv) witness audits by a specifier where a specifier-specific additional audit module is included.

Scheme owners reserve the right to conduct their own audits and visits to a site once certificated in response to complaints, appeals or as part of routine compliance activities to ensure integrity. Such site visits and audits may be announced or unannounced.

4. Confirmation that the Client meets the relevant standard ("Certification") shall only be issued once Amtivo determines, at its sole discretion, that the requirements of Certification have been met. Amtivo shall be solely responsible for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification. Amtivo shall ensure certification decisions are made in accordance with the certification standard, scheme owner and accreditation standards. Certificates shall remain the property of Amtivo at all times. The Client shall return its hard copy certificate upon request by Amtivo.
5. Following Certification, the Client is only permitted to make claims or statements regarding certification providing they are certificated, accurate, correct and consistent, and shall ensure claims are not misleading or do not exceed the scope of certification. The Client accepts that certification shall not be used in any such a manner that it brings Amtivo or its subcontractors into disrepute, and shall ensure all claims or statements made regarding certification are not misleading or unauthorised. The Client agrees to comply with rules, protocols and regulatory requirements dictated by Amtivo and the scheme owner when using marks of conformity (logos) to promote certification status in communication media and advertising matter. Incorrect references to certification or use of marks shall be reviewed and dealt with accordingly, and as deemed necessary by Amtivo or the scheme owner. Use of marks shall be removed immediately upon request.
6. In order to maintain Certification for the remainder of the certification cycle, the Client acknowledges that further audits will need to be undertaken by an accredited certification body. Upon suspension, withdrawal or termination of certification, the Client shall immediately discontinue its use of all advertising matter that refers to the certification status in disrepute and all documentation relating to the certification shall be returned promptly to Amtivo upon request. The Client shall also inform the relevant parties as detailed within the applicable certification standard. The Client shall ensure that accurate records are maintained of any action or prosecutions (taken or pending) by

regulators, law enforcement, courts or other capable entities or organisations which could influence certification status.

7. The Client shall notify Amtivo, without delay, of matters which may affect its ability to conform with the certification requirements. These matters include but are not limited to:
  - (i) an event or change to the Client or to a site, product or process (for example, such a change might include the implementation of new processes or machinery, additional facilities and major changes to the quality management system
  - (ii) the legal, commercial, organisational status or ownership, including business take-overs, amalgamations or relocations;
  - (iii) planned site relocation or change to address;
  - (iv) organisational and management changes for key contacts;
  - (v) the scope of the audited site, product or process changes;
  - (vi) any impending prosecution or enforcement with respect to product safety or legality;
  - (vii) product safety incidents and all product recalls;
  - (viii) adverse media regulatory authority interest;
  - (ix) evidence of a significant public safety issue (e.g. food poisoning outbreak or customer injury);
  - (x) evidence of significant failings at the certified site (e.g. fraud, corruption or significant malpractice);
  - (xi) adverse public statements by a regulatory authority, NGO or major retailer; or
  - (xii) significant public safety concerns bringing the scheme owner into disrepute;

Where it can be demonstrated that the system seriously failed to meet the certification requirements, this shall provide grounds for Amtivo to decide on an action to be taken - up to and including suspension or withdrawal of certification.

8. Should the Client become aware of an actual, likely or pending prosecution, product recall, withdrawal or incident in respect to product safety or legality, and in accordance with the certification standard, it shall immediately notify Amtivo in writing (and in any event within 3 working days, providing full details of such prosecution, incident or recall, together with copies of all relevant materials and documentation).
9. Amtivo, the relevant accreditation body and the scheme owner shall have the right to display the Client's certification and current audit status in the public domain for inspection.
10. The Client shall in connection with its activities and the operation of its business comply with fair and equitable business practice, namely all relevant laws, regulations, and codes in relation to:
  - (i) anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 where applicable;
  - (ii) anti-slavery and human trafficking including, but not limited to, the Modern Slavery Act 2015 where applicable;
  - (iii) equality, diversity, human rights and good relations including, but not limited to, the Equality Act 2010 where applicable;
  - (iv) international sanctions issued by the United Kingdom or the United Nations including, but not limited to, Sanctions and Anti-Money Laundering Act 2018 where applicable; and
  - (v) any other laws, regulations and codes referred to in UKAS' Standard Terms of Business.
11. As used in these Regulations, "Confidential Information" shall mean any oral or written proprietary information that Amtivo may acquire from the Client pursuant to these Regulations or information as to the Client's business provided, however, that Confidential Information shall not include any information which:
  - (i) is or hereafter becomes generally known to the public but not as a result of unpermitted disclosure;

- (ii) was available to Amtivo on a non-confidential basis prior to the time of its disclosure by the disclosing party; or
  - (iii) is disclosed to Amtivo by an independent third party with a right to make such disclosure.
- 12. The Client acknowledges that, in entering into these Certification Regulations, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Certification Regulations
- 13. Any conditions, warranties or other terms implied by statute or common law are excluded from these Certification Regulations to the fullest extent permitted by law.
- 14. Amtivo's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Certification Regulations shall be limited to the total of the annual fee paid by the Client for Certification. Nothing in these Certification Regulations excludes or limits liability for fraud, death or personal injury caused by negligence.
- 15. Unless required by law or by a judicial, governmental, or other regulatory body, Amtivo shall take all reasonable steps to ensure that its personnel, agents and sub-contractors do not use Confidential Information other than for the purpose of providing Certification Activities nor disclose the Client's Confidential Information to any person or entity without the prior written approval of the Client except as expressly provided for in these Regulations.
- 16. In the event that there is a conflict between the terms of these Certification Regulations and the terms of an agreement into which they are incorporated, the terms of these Certification Regulations shall prevail.
- 17. No waiver of any of the provisions of these Certification Regulations shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 18. If any provision of these Certification Regulations is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of these Certification Regulations, and the validity and enforceability of the other provisions of these Certification Regulations shall not be affected.
- 19. Amtivo may at any time assign, transfer or otherwise deal with the whole or any part of its rights under these Certification Regulations. The Client may not assign, transfer or otherwise deal with the whole or any part of its rights under these Certification Regulations.
- 20. Amtivo may amend these Certification Regulations from time to time and shall notify the Client in writing of all such amendments.
- 21. These Certification Regulations are governed by English law and any disputes shall be heard in the English courts.