

The undersigned _____
 Born in _____ Prov. _____ date _____
 Fiscal Code _____
 as legal representative of the Company _____
 with registered office in _____ street n° _____
 City _____ Country _____
 VAT Number _____
 Tel. _____ Cell. _____
 Web _____ Certified electronic Mail _____ Mail _____

Any amendment must be promptly communicated to ICEA.

hereinafter referred to as **CUSTOMER**

And

the Consortium "Istituto per la Certificazione Etica e Ambientale", with registered office in Bologna, Via Giovanni Brugnoli, n. 15, Fiscal Code and VAT Number 02107241206, in the person of its legal representative pro-tempore Paolo Lumaca, e-mail:

info@icea.bio PEC: icea@iceapec.info

hereinafter referred to as **ICEA**

the Parties agree and enter the following:

Art. 1 General conditions

- 1.1. The procedures for the supply of control and certification services by ICEA and likewise, the CUSTOMER's obligations are stated in ICEA's Certification Regulations concerned the services required (see table below), hereafter referred to as "**Certification Regulations**", in the version updated from time to time, which is part of the hereby contract.

Services	Certification Regulation Code	Standards Code
Eco Bio Detergents	RC.DP	DTR 07
Eco Detergents	RC.DP	DTR 07

- 1.2. By signing this request for services and this contract, the Customer declares that he has received a copy, understands and accepts in all its parts this contract, the Regulations for certification and the tariff in force.
- 1.3. The Customer also declares that he has understood the reference standard and declares compliance with the mandatory regulations related to the activity carried out and to the products made within the scope of the required certification
- 1.4. The conditions of the hereby contract may be modified only through written document and with the agreement of the concerned parties, except for eventual price variation and therefore of the fee list as well as the control activity development modalities ruled in the applicable ICEA Regulation of Certification.

Art. 2 Customer's contractual obligations

- 2.1. By signing the hereby services application and contract the CUSTOMER undertakes to:
- 2.1.1. Carry out the activities covered by the ICEA certification, in accordance with the requirements of the technical reference specification (DTR) in effect and, at any rate, in compliance with all current mandatory legislation, when relevant to the activity carried out.
- 2.1.2. Comply with all the requirements of the ICEA Regulation for Certification, applicable and in effect.
- 2.1.3. Meet certification requirements at all times, even following amendments in standards and reference Standards.
- 2.1.4. Comply with all requirements of mandatory standards and applicable to products/processes subject to certification.
- 2.1.5. Provide the documentation required by the aforementioned Regulation for Certification, within the deadlines set.
- 2.1.6. Upon sending the application for certification to ICEA:
- 2.1.6.1. notify any previous application to another approved inspection Body and, where applicable, the implementation of the measures by the same;
- 2.1.6.2. notify the simultaneous subjection of the production unit to the inspection of another authorized Body, where applicable.
- 2.1.6.3. Do not apply for a change of Control Body, if sanctioning measures are in place (also administrative or resulting from simple non-compliances). The application can only be submitted at the conclusion of the measures.
- 2.1.7. Allow access to the personnel appointed by ICEA, at any time and without notice, in all company facilities, to the records, and documents deemed necessary, even if deposited with third parties, and to carry out interviews with company staff in order to ensure the proper conduct of the Audit. Upon request, the customer must allow the presence of an observer from the accreditation Body, the owner of the Standard, or other ICEA staff during the inspection phase.

- 2.1.8. Do not use the certification issued by ICEA in a manner that discredits ICEA, and do not make any statement regarding its deceptive or unauthorized certification.
- 2.1.9. If providing copies of the certification documentation to others, reproduce the documentation in its entirety.
- 2.1.10. When referring to your certification in the media such as documents, brochures or advertising material, comply with the requirements set out by the ICEA.
- 2.1.11. Comply with any requirements that may be demanded by the certification scheme concerning the use of conformity marks and product information.
- 2.1.12. Issue declarations regarding the certification, only in reference to the purposes, the field of application, the products and the production sites for which the certification was issued.
- 2.1.13. Comply with the provisions of the legislation on product labeling and the specifications for the use of the certification logo reported in the Standard, in the labeling guidelines and in the Certification Regulations relating to the individual scheme.
- 2.1.14. Agree that ICEA may exchange information and documents with other Certification Bodies concerning control and certification issues, and any sanctions against it.
- 2.1.15. Agree that ICEA applies appropriate measures stemming from reports, inspections, applications, and actions undertaken by the owner of the Standards and accreditation bodies.
- 2.1.16. Notify ICEA about all the information necessary for the Conformity Assessment of ingredients and products, and maintain, for the entire period of validity of the certification (or accreditation of approval for non-organic raw materials), the conditions that allowed the release.
- 2.1.17. Promptly notify ICEA of any modification made to the Customer.
- 2.1.18. Comply with the financial and administrative obligations related to the activity covered by the Contract for Certification. Liquidate to ICEA the rates estimated for the audit and certification activity, regardless of the result thereof; any inspections, not included in the surveillance plan, that become necessary as a result of the detection of non-conformities, will be charged to the applicant Customer, according to the rate schedule in effect at the time of the above-said inspections.
- 2.1.19. The fixed annual fee for maintaining the certification is also due in any period of suspension of the certification.
- 2.1.20. Do not further use the provided certification mark, the declarations of conformity, and/or other references to ICEA control and certification after the expiry of the certificate, reduction of the scope, or following the revocation of the authorization to use the certificate and the mark in the cases provided for in the Regulation for certification.
- 2.1.21. Maintain, for a period of six years, equal to two certification cycles, records of all complaints received and documentation of corrective measures taken. The requesting Customer must also take into account complaints forwarded to any other parties involved in the certification process and for which it assumes responsibility for the conformity of the product.
- 2.1.22. Acknowledge as a valid tool for information and communication on amendments and/or modifications to the Regulation for the Certification, the website www.icea.bio
- 2.1.23. Verify and keep up to date about the amendments to the requirements of the Regulation for Certification, which are acquainted and accepted by signing the Inspection Report at the bottom.
- 2.1.24. If no written communications have been received by 28 February of each year on the rates applicable to the activities covered by this certification contract, request ICEA confirmation that the rates for the previous year have not undergone changes.
- 2.1.25. Provide the ICEA inspection staff with detailed information on the specific risks present in the sites subject to inspection, and the prevention and emergency measures taken concerning their activities, in compliance with the current laws.
- 2.1.26. Notify ICEA immediately and no later than 5 days:
 - 2.1.26.1. all irregularities detected both internally and externally, as well as any suspension or revocation of authorizations, concessions, etc., concerning aspects related to the subject of certification;
 - 2.1.26.2. as soon as any irregularities are known to affect the conformity of the product, downgrade it, and possibly, withdraw the product from the market, communicating these circumstances promptly to ICEA.
 - 2.1.26.3. any ongoing legal proceedings concerning the subject matter of certification, within the limits prescribed by law.
 - 2.1.26.4. keep ICEA apprised of the development of the aforementioned procedures.
- 2.1.27. Store the sample delivered by ICEA staff following collection, guaranteeing adequate storage conditions for at least 15 days starting from the delivery date, unless otherwise indicated by ICEA.
- 2.1.28. Identify and monitor the specified requirements, including mandatory legal and regulated ones;
- 2.1.29. Comply with all ICEA corrective action requests within the agreed time period.
- 2.1.30. Communicate the general annual qualitative-quantitative production program for each production unit at the beginning of the year
- 2.1.31. Accept that ICEA makes use of external resources for the assessment, as per the Certification Regulations
- 2.1.32. Accept additional audits and provide samples to the certification body if necessary

Art. 3 ICEA's contractual obligations

- 3.1. Carry out the inspection and certification activities with the expertise required for such activities, complying with the certification body's rules and regulations and observing the provisions of the Certification Regulations.
- 3.2. ICEA does not assume any responsibility whenever it cannot grant the certification mark, the conformity labels and/or the other indications referring to inspection and certification schemes due to the CUSTOMER's exclusive fault, whereby the CUSTOMER does not meet the requirements and the obligations provided for in the Certification Regulations, and are

the prerequisites for a correct inspection and certification activity, holding as valid as the contractual provisions of the ICEA Certification Regulations.

- 3.3. In accordance with ISO 65/EN 45011 requirements and applicable general law, ICEA undertakes to maintain as strictly confidential all personal data and any information gathered in the course of inspection activities, foreseen by Certification Regulations except where the publication, transmission or communication of data is required, by the law or by judicial proceedings.
- 3.4. Undertakes to inform the CUSTOMER of any changes and/or integration involved in the Certification Regulation and Standard (DTR) through the website (www.icea.bio) which is constantly updated.

Art. 4 Fees and payment terms

- 4.1. As to the fees for services requested by ICEA under this contract, the CUSTOMER shall pay ICEA the amounts specified in the Estimate or ICEA List of Fees currently in force for the activities subject to inspection and certification established by the competent ICEA Office. This List of Fees forms an integral part of this contract and shall be signed by the CUSTOMER together with the contract.
- 4.2. Nevertheless, the CUSTOMER is obliged to keep up with the updates on the current List of Fees whenever an inspection is made, and on changes in the provisions of ICEA Certification Regulations.
- 4.3. The payment of fees shall be made in accordance with the procedure established in ICEA List of Fees (or Estimate) in force.

Art. 5 Validity and duration – tacit renewal

- 5.1. The hereby contract shall become effective starting from the day ICEA receives a copy of it signed by the customer.
- 5.2. This contract shall be valid until December 31 of the following year from the year of its signing. It shall be considered as tacitly renewed for the following years if no written notice of termination is sent by any of the parties. Such communications shall arrive at least thirty (30) days before the expiry of the contract.

Art. 6 Renunciations and abrogation of contract

- 6.1. The CUSTOMER may surrender the certification at any time, with a communication by written notice that shows a certain date, to be sent to the ICEA local competent office. The CUSTOMER shall be however obliged to pay the flat and variable rates in addition to the anticipate expenses for the activities performed by ICEA, in accordance with the subscribed in force ICEA List of fees (or Estimate).
- 6.2. If certification is terminated by request of the CUSTOMER, suspended or withdrawn, ICEA shall take actions specified by the certification Regulation and shall make the modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified.
- 6.3. If a scope of certification is reduced, ICEA shall take actions specified by the certification Regulation and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.
- 6.4. This contract will be considered as mutually abrogated from the moment the written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to request the payment of fees for the activities carried out according to the above mentioned point.

Art. 7 Explicit termination clause

- 7.1. ICEA may terminate this contract and any agreements between the parties without giving prior notice in cases where the CUSTOMER has not fulfilled the obligations laid down in this contract, violating the Intern Technical Regulations and the List of Fees that are part of this contract. To the solely purposes of eventual missing payment of the rate, the dissolution is recognised as a termination, and therefore the CUSTOMER is obliged at this title, to pay the amount on base of the List of Fees, as stated in the point 6.1.

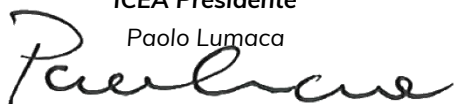
Art. 8 Jurisdiction

- 8.1. The place for all disputes arising from the execution and/or interpretation and/or application of the hereby contract shall be the Court of Bologna (Italy).

The contracting parties

Town and date, _____

ICEA Presidente
Paolo Lumaca



The CUSTOMER

According to what proceed from Articles 1341 and 1342 of Italian Civil Code, the customer states that he/she has read and approve specifically the following clauses of the previous contract terms: Article 1.2 (receipt and approval of Certification Regulation and List of Fees), 1.3 (modification of the contract), 1.4 (Use PEC); article 2 (Customer's contractual obligations); article 3 (ICEA contractual obligations), article 5.2 (tacit renewal); Article 6 (Renunciation and abrogation of contract); Article 7.1 (Explicit Termination clause); Article 8.1 (Jurisdiction).

Date, _____ **Signature**

Information on the use of personal data

Istituto per la Certificazione Etica ed Ambientale (ICEA) - Bologna informs the CUSTOMER that its personal data will be processed as follows:

DATA CONTROLLER: the Data Controller is ICEA, in the person of the President of the Board of Directors with registered office in Bologna, Via Giovanni Brugnoli no. 15, e-mail info@icea.bio.

NATURE OF THE PERSONAL DATA PROCESSED: **The personal data processed consists of identification data (such as, by way of example: name, residence and/or domicile, telephone number, e-mail address, etcetera) and, more generally, contact data of the legal representative and/or, in any event, of the Customers's contact person.**

PURPOSE AND LEGAL BASIS OF THE PROCESSING: the processing of personal data, supplied by you directly or in any case acquired, is aimed solely at the fulfilment of the contractual obligations undertaken in compliance with the principles of necessity and pertinence; the **legal basis** is the performance of the contract to which the Customer is a party; the provision of the services requested by the same, as well as the administrative and accounting fulfilments related to the contract described above (Art. 6, para. 1, letter b). The provision of data is necessary to perform contractual obligations properly: **refusal to provide such data may prevent the Controller from performing the services requested.**

Only with explicit consent may your data be processed for sending communications of a commercial nature concerning ICEA's services, events, conventions, fairs attended by or organised by the same ICEA, customer satisfaction surveys on the quality of the services rendered to improve the quality of the same; etcetera. The sending of informative and/or promotional material may occur not only by traditional means (such as paper mail and telephone calls with the Customer) but also by telematic and assimilated means (such as e-mail). The **legal basis of the processing** for marketing purposes is the express consent of the Customer (Art. 6, par. 1, letter a). Since the provision of data for this purpose is always optional, the interested party may revoke the consent previously given at any time.

METHODS OF PROCESSING: Concerning the purposes mentioned earlier, the data acquired will be processed with the use of procedures, including computerised procedures, and managed both directly and by third parties in the manner and to the extent necessary to pursue the purposes above and with procedures and organisational measures suitable to guarantee their security and confidentiality in compliance with the principles set out in EU Regulation 2016/679.

COMMUNICATION TO THIRD PARTIES AND DATA DISSEMINATION. Without prejudice to legal obligations, personal data may be shared with the following:

- a) Natural persons, employees and/or collaborators of the Controller who, as part of their duties, have been appointed and authorised to process such information;
- b) Third-party companies or other entities with which ICEA has signed service contracts, which perform outsourcing activities on behalf of the Controller in their capacity as Data Processor (by way of example, business consultants for administrative and accounting purposes, data processing centres, companies that provide IT security and software management services, legal consultants for the management of any disputes, etc.);
- c) Financial Offices, Institutions of the EU Ministries, State Offices, Regional Offices, and similar bodies complementary and/or synergic to the activity carried out by ICEA, and in general, all subjects to which the faculty of access to such information is recognised by normative and/or judicial provisions (such as Supervisory Bodies, Judicial Authorities, Public Authorities). These subjects will process the data in their capacity as autonomous Data Controllers.

Under no circumstances will your data be disseminated.

DATA TRANSFER: Your personal data may also be transferred, limited to the purposes mentioned above, to the following countries: Italy, Europe, United States

Concerning the possible transfer of data to Third Countries, the data controller ensures that the processing will be carried out, in any case, under the methods permitted by current legislation, as set out in EU Regulation 2016/679, in compliance with the adequacy decisions and model clauses approved by the European Commission.

STORAGE TIME: the data will be processed for the time necessary for the execution of the contract and, subsequently, for the fulfilment of legal obligations and/or administrative and accounting purposes; in any case, they will be stored for a period not exceeding ten years from the termination of the relationship and, in any case, in compliance with the statute of limitations provided for by law. For data processed for marketing purposes, the processing will be performed until consent is revoked.

RIGHTS OF THE DATA SUBJECT: At any time, you may exercise your rights in respect of the Data Controller. Such rights are listed below, as provided for in **Articles 15, 16, 17, 18, 19, 20, 21, 22, ex EU Reg. 2016/679**:

1. The data subject has the right to obtain confirmation of the existence or non-existence of personal data concerning it, even if not yet recorded, their communication in an intelligible form and has the possibility to lodge a complaint with the Supervisory Authority.
2. The data subject has the right to be informed about:
 - the origin of personal data;
 - the purposes and methods of the processing;
 - the logic applied in the event of processing carried out with the aid of electronic instruments;
 - the identification details of the holder, the persons responsible and the representative designated according to Article 5(2);
 - of the entities or categories of entity to whom or which the personal data may be communicated or who or which may become aware of them in their capacity as designated representative(s) in the territory of the State, data processor(s) or person(s) in charge of processing;
3. The data subject has the right to obtain the following:
 - Updating, rectification or, when interested, integration of the data;
 - the cancellation, transformation into anonymous form or blocking of data processed in breach of the law, including data whose storage is not necessary for relation to the purposes for which the data were collected or subsequently processed;
 - certification that the above operations have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except where this proves impossible or involves a manifestly disproportionate effort compared to the right protected;
 - data portability.
4. The data subject has the right to object, in whole or in part:
 - a) For legitimate reasons for the processing of personal data concerning them, even if pertinent to the purpose of the collection;
 - b) The processing of personal data concerning them to send advertising or direct sales material or for carrying out market research or commercial communication.

To exercise your rights, contact ICEA (e-mail: privacy@icea.bio) at Via Giovanni Brugnoli, 15 - 40122 Bologna (BO).

You may also, at any time, revoke your consent to processing your data for marketing purposes by contacting or sending an e-mail to privacy@icea.bio.

Suppose you believe that processing your personal data violates data protection legislation. In that case, you have the right to lodge a complaint with the Italian Data Protection Authority, based in Rome, 00186, Piazza di Montecitorio no. 121 (www.garanteprivacy.it).

Manifestation of consent

Having read the above Privacy Policy,

regarding the processing of my personal data for marketing purposes:

☐ I give my consent ☐ I deny my consent

Date _____

Signature _____ (only if hard copy)

However, you can always view the updated and complete version of the Privacy Policy by visiting our website: <https://icea.bio/privacy-policy/>