

La/il sottoscritta/o _____
 Born in _____ Prov. _____ The _____
 Fiscal Code _____
 Legal representative of the company _____
 With registered office in _____ Civic number _____
 City _____ Stato/Prov. _____
 VAT number _____
 Tel. _____ Cell. _____
 Web _____ PEC _____ Email _____

States

- to have completed and submitted to LAV the "Questionnaire Not Tested on Animals" or the "Leaping Bunny Certification Application Form" on:
- to have read and understood the terms of the Guide for the **submission of the application for Cruelty Free international/ LAV certification for companies**;

Requires

to the Institute for Ethical and Environmental Certification, located in via G. Brugnoli 15, 40122 - Bologna, the performance of the independent audit for the purpose of verifying compliance with the INTERNATIONAL STANDARD "Leaping Bunny Certification" of Cruelty Free International, also

Undertakes

- to comply with the contractual obligations indicated in Article 1 of this form
- to send ICEA the list of all the production sites that produce products under the brand of the company adhering to the Leaping Bunny Certification
- to notify ICEA of any changes and/or additions of production units
- to indicate the turnover threshold, whether higher or lower than €2 million, in order to establish the annual or triennial frequency of the audits to be carried out
- to bear the costs for the control activity carried out by ICEA and indicated in Article 3 of this form

Responsible Persons:	Name and Surname	Telephone	Email Address
Leaping Bunny Certification Referent			
Administration			
Other			

Company Turnover

Less than €2 million	More than €2 million

Production sites

Company Name	Activity carried out	Contact Person

In this regard, the parties agree that:

Art.1 Contractual obligations of the OPERATOR

By signing this contract, the operator undertakes to:

- a) Send a copy of the "Questionnaire Not Tested on Animals" or the "Leaping Bunny Certification Application Form" sent to the LAV contact person.
- b) Produce cosmetic products in accordance with the requirements of the Leaping Bunny Certification
- c) Provide the documentation required by the regulation to ICEA for the activity covered by this request: send to ICEA, at least 30 days before the inspection agreed with the technician, all the "Declarations of conformity of raw materials and ingredients" updated to the current year and used in the references produced.
- d) Give free access to the personnel in charge of controls to the places, registers and documents deemed necessary for the proper conduct of the inspection
- e) In the event that serious Non-Conformities emerge, accept that ICEA may carry out extraordinary inspections in order to assess the effective application of the approved treatments and/or Preventive Actions. In the event of documentary deficiencies, the operator undertakes to regularize the documents and send them to ICEA within the established deadlines.
- f) Comply with the economic and administrative obligations related to the activity covered by this contract, acknowledging that the service requested from ICEA is a provision of means, so that the latter cannot be held responsible for the failure to achieve objectives in relation to which the ICEA certification can be considered functional.

g) Do not further use the Leaping Bunny logo and references to the ICEA control after the expiration of the certificate or following the revocation of the authorization to use.

h) Maintain a record of all complaints received regarding compliance with the Leaping Bunny standard.

Art.2 Contractual obligations of ICEA

2.1 Carry out control activities in compliance with the rules laid down for inspection bodies.

2.2 Provide for documentary verification by reporting any non-conformities that must be resolved by the operator. When the documentary verification is completed, ICEA will send due notice to the operator.

2.3 Carry out the audit, after the documentary verification, which will verify:

- the adequacy and correctness of the documentation sent with respect to the actual situation
- the correspondence and reliability of the functional statements reported on the label and in the presentation of the product
- the traceability of raw materials and their suppliers
- the effective adoption of a "Cruelty Free" policy, in line with the International Standard, effective and documented

2.4 Once the control process has been completed, ICEA will send the inspection report and the Non-Conformity reports to the operator and to the LAV contact person, accompanied by a technical opinion.

2.5 ICEA assumes no responsibility, if it is not possible to issue the Leaping Bunny logo, the indications of conformity, certifications and/or other references to the LAV control, due to the sole fault of the operator, i.e. in cases in which the latter does not comply with the established obligations and which constitute a necessary activity for the performance of the control activity.

2.6 ICEA undertakes to protect and guarantee the utmost confidentiality towards third parties (except for any special legal or judicial provisions) with regard to the contents of the documentation and information acquired during all relations with the requesting Organization. The ICEA staff involved in the control and certification activities undertakes to guarantee the utmost discretion with regard to the data acquired and in particular to the process and product formulation conditions.

2.7 The documentation acquired will be archived exclusively at the offices of ICEA and access to the archives will only be granted to the competent departments that have signed the appropriate confidentiality commitment.

2.8 ICEA will not disclose to third parties information and data of the Operator, other than those contained in the list of licensees, without its explicit consent.

Art.3 Rates and payment methods

3.1 The OPERATOR shall pay ICEA the amounts indicated below for the activities subject to control and set by the competent ICEA office.

- **Documentary valuation:** € 200 (up to 100 raw materials). A fee of € 3 applies for each additional raw material. This amount will be invoiced after the audit has been carried out.

- **Audit fee at the plant:** € 500.00/day/man/plant. This amount will be invoiced upon receipt of this duly signed form.
- **travel, board and lodging expenses incurred by the inspector** (based on the costs incurred by ICEA, mileage reimbursement 0.50 €/km). This amount will be invoiced after the inspection has been carried out on the basis of the expenses incurred by the technician.

ALL RATES ARE EXCLUSIVE OF VAT

3.2 The payment must be made to the bank account no. 1036710- Banca Popolare dell'Emilia Romagna Ag.5 Modena IBAN: IT 83 L 05387 12905 000001036710 payable to ICEA – Via G. Brugnoli,15 - 40122 BOLOGNA with the reason for payment of "Leaping Bunny Certification - LAV"

3.3 In any case, the OPERATOR is obliged to keep itself informed of the tariffs in force even at the time of carrying out each individual check.

3.4 The signing of the inspection report by the OPERATOR at the bottom will imply its full knowledge and acceptance, without being able to oppose any exception.

Art.4 Validity and duration

4.1 This contract is valid from the date of receipt by ICEA until 31.12 of the year of subscription.

4.2 This duly completed and signed contract must be sent to ICEA by 31/01 of the following year for companies already adhering to it.

Art. 5 Right of withdrawal and termination of the contract

5.1 The OPERATOR may renounce the service at any time by communicating its withdrawal by written communication stating the certain date to be sent to the competent ICEA office. In this case, the OPERATOR will in any case be obliged to pay the accrued economic charges (fixed and variable tariffs in addition to the advance costs), based on the tariffs or estimate signed with ICEA.

5.2 The contract shall be deemed terminated from the date of receipt of the written notice of withdrawal, without prejudice to the right of the competent ICEA office to negotiate the fee according to the Tariff.

Art.6 Express termination clause

6.1 ICEA may terminate this contract without notice, with the consequent termination of all "inter partes" agreements, following the failure by the OPERATOR to comply with even one of its obligations under this contract, the regulations and the tariff that are an integral part of it.

6.2 Even in the event of termination, the OPERATOR will in any case remain obliged to pay the accrued economic charges (fixed and variable tariffs in addition to the advance costs), based on the tariff or estimate signed with ICEA.

Art. 7 Jurisdiction

7.1 In the event of litigation arising from the execution and/or interpretation and/or application of this agreement, the exclusive competent court will be that of Bologna.

7.2 On the other hand, as far as is attributed and within the competence of the ICEA regional office, in the event of litigation and for the recovery of debts, the rules on competence and jurisdiction as provided for by the Code of Civil Procedure shall apply.

Date _____

Signature _____

The undersigned

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, I declare that I have read and specifically approve the following clauses of the previous **contractual terms**:

Article 1 (Contractual obligations of the operator); art.2 (ICEA's contractual obligations); art.3 (Rates and methods of payment); Art.4 (Validity and Duration); Article 5 (right of withdrawal and termination of the contract); art.6 (express termination clause); Art.7 (Jurisdiction).

Date _____

Signature _____

Information on the use of personal data

The Institute for Ethical and Environmental Certification – Bologna informs the CUSTOMER that the processing of his/her personal data is carried out in the following ways:

DATA CONTROLLER: ICEA, in the person of the Chairman of the Board of Directors with registered office in Bologna, Via Giovanni Brugnoli nr 15, e-mail info@icea.bio.

NATURE OF THE PERSONAL DATA PROCESSED: **The personal data processed consist of identification data (such as, by way of example: name, residence and/or domicile, telephone number, e-mail address, etc.) and, more generally, contact data in his/her capacity as legal representative and/or, in any case, contact person of the Customer.**

PURPOSE AND LEGAL BASIS OF THE PROCESSING: **THE PROCESSING OF PERSONAL DATA, PROVIDED BY YOU DIRECTLY OR IN ANY CASE ACQUIRED, IS AIMED SOLELY AT THE FULFILMENT OF THE CONTRACTUAL OBLIGATIONS ASSUMED IN COMPLIANCE WITH THE PRINCIPLES OF NECESSITY AND RELEVANCE; THE LEGAL BASIS IS THE EXECUTION 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 obligations related to the aforementioned contract (art. 6, par. 1, lett. b). The provision of data is necessary for the exact fulfilment of contractual obligations: **refusal to provide them could prevent the Data Controller from performing the requested services.****

Only with your explicit consent may your data be processed to send commercial communications concerning ICEA's services, events, conferences, trade fairs in which ICEA will participate or organized by ICEA; survey of the degree of customer satisfaction on the quality of the services rendered to improve the quality of the same; etc. In addition to traditional methods (such as paper mail and telephone calls with the Customer), information and/or promotional material may also be sent electronically and similar (such as email). The **legal basis** for the processing for marketing purposes is the consent expressed by 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.

PROCESSING METHODS: In relation to the above-mentioned purposes, the data acquired will be processed with the use of procedures, including computerized ones, and managed both directly and by third parties, in the ways and within the limits necessary to pursue the aforementioned purposes and with procedures and organizational 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 DISSEMINATION OF DATA. Without prejudice to legal obligations, personal data may be shared with:

- a) natural persons, employees and/or collaborators of the Data Controller who, as part of their duties, have been appointed and authorised to process such information;
- b) third-party companies or other subjects with whom ICEA has signed a service contract, which carry out outsourced activities on behalf of the Data Controller, in their capacity as Data Processor (for example, commercial 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) as well as Financial Offices, E.U. Institutions, Ministries, State Offices, Regional Offices, similar bodies complementary and/or synergistic to the activity carried out by ICEA, and in general all subjects to whom the right of access to such information is recognized by virtue of regulatory and/or judicial provisions (such as Supervisory Bodies, Judicial Authorities, Public Authorities). These subjects will process the data in their capacity as independent data controllers.

Under no circumstances will your data be disseminated.

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

A With regard to the possible transfer of data to third countries, the Data Controller ensures that the processing will be carried out, in any case, in accordance with the procedures permitted by current legislation, referred to in EU Regulation 2016/679, in compliance with the adequacy decisions and standard model clauses approved by the European Commission.

RETENTION PERIOD: 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 kept for a period not exceeding 10 years starting from the termination of the relationship and, in any case, in compliance with the limitation periods provided for by law. In the case of data processed for marketing purposes, the processing will be carried out until consent is withdrawn.

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

1. The interested party has the right to obtain confirmation of the existence or otherwise of personal data concerning him/her, even if not yet recorded, and their communication in intelligible form and the possibility of making a complaint to the Supervisory Authority.
2. The interested party has the right to obtain the indication:
 - the origin of the personal data;
 - the purposes and methods of the processing;

- the logic applied in the case of processing carried out with the aid of electronic tools;
 - the identification details of the Data Controller, the Data Processors and the Designated Representative pursuant to Article 5, paragraph 2;
 - of the subjects or categories of subjects to whom the personal data may be communicated or who may become aware of them in their capacity as designated representative in the territory of the State, managers or persons in charge of the processing.
3. The interested party has the right to obtain:
- the updating, rectification or, when interested, the integration of the data;
 - the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those whose retention is not necessary in 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 with regard to their content, of those to whom the data have been communicated or disseminated, except in the case in which this fulfilment proves impossible or involves the use of means manifestly disproportionate to the right protected;
 - data portability.
4. The interested party has the right to object, in whole or in part:
- a) for legitimate reasons, to the processing of personal data concerning him/her, even if pertinent to the purpose of the collection;
 - b) to the processing of personal data concerning him/her for the purpose of sending advertising material or direct sales or for carrying out market research or commercial communication.

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

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

If you believe that the processing of your data violates data protection legislation, you have the right to lodge a complaint with the Data Protection Authority, with registered office in Rome, 00186, Piazza di Montecitorio n. 121 (www.garanteprivacy.it).

Expression of consent

Having read the above Privacy Policy,

In relation to the processing of my personal data for marketing purposes:

I give my consent I deny consent

Date _____

Signature _____ (only lettered)

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