

SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

To be used with GENERAL TERMS & CONDITIONS OF BUREAU VERITAS CERTIFICATION

IRIS Standard and ISO/TS 22163 Standard

Agreement between BUREAU VERITAS CERTIFICATION and CLIENT

Prior to the start of any audit according to the IRIS Certification Process, the Certification Body shall be obliged to conclude a written agreement in its own name with the Client which must contain at least the following provisions:

1 - Bureau Veritas Certification is approved by UNIFE to conduct IRIS audits and certifications and such approval lapses in the event this Agreement terminates. In case of termination before the IRIS Certification Process has been carried out and the IRIS Certificate has been issued, the Client is not entitled to claim the IRIS Certificate.

2 - The Client agrees that the IRIS Certification terminates and cannot be used for any purposes if any Surveillance Audit is missed or failed.

3 - Bureau Veritas Certification is obliged and irrevocably authorized by the Client to transmit the request for certification and Data to the IRIS Management Centre, independent of the result of the audit; the data will be stored in the Database, will be administered by the IRIS Management Centre and will provide for restricted access rights.

4 - IRIS Management Centre is irrevocably authorized to make Non-Detailed Data on passed audits available via the Database in accordance with its access rights.

5 - The Client itself decides to whom (e.g. customers) the Detailed Data (i.e. results of passed or failed audits) may be made available via the Database by the IRIS Management Centre providing the access rights.

6 - The Client agrees to evaluate Bureau Veritas Certification and its IRIS auditors. The Client shall login to the Portal and use the proper function to issue an evaluation for each IRIS auditor who was part of the audit team.

7 - The Client agrees the language to be used during the audit and the language of the audit report.

8 - The Client accepts delegates of the IRIS Management Centre witnessing audits performed by Bureau Veritas Certification on prior written reasonable notice to Bureau Veritas Certification.

9 - The Client is perfectly aware that any proprietary and/or confidential information, know how or other intellectual property of UNIFE/IRIS Management Centre, whether registered or unregistered, shall remain the exclusive property of UNIFE, that all intellectual property rights on the System remain vested in UNIFE, and that no provisions of the agreement between Bureau Veritas Certification and the Client shall give rise or shall be deemed to give rise to an assignment, transfer or licensing of the intellectual property rights of UNIFE.

10 - The Client undertakes to use and shall cause ("se porte fort pour") its employees, directors, agents, and other representatives, as well as its shareholders and other companies or members of its group to use only the original IRIS Standard and Software and to refrain from using any document or copies of software which might infringe the intellectual property rights of UNIFE.

11 - For the avoidance of doubt, the purpose of the Evaluation Process is not to obtain any information that is sensitive, such as financial information, or such as data containing specific prices or rates, supply or demand naming the trading firms or performance related information of specific market participants, etc., unless such information is necessary to check Key Performance Indicators requirements for instance. Instead, only detailed and non-detailed data will be obtained as a result of carrying out the Evaluation Process.

12 - Terms and conditions for using the IRIS logo are detailed on the IRIS portal.

13 - The Client shall inform Bureau Veritas Certification, without delay, of any significant changes to its product(s) or services that may impact the certified management system(s) and of any other circumstances which may affect the validity of its certification. Major or significant changes to the management system and process, change of contact address or location, additional sites, change of process, change of ownership status, change of scope of operations under the certified management system, change of number of employees, change of legal or commercial status, change of organization and management, etc. are considered as changes which may affect the validity of the certification.

14 - Prior to the start of any audit according to the Evaluation Process, Bureau Veritas shall: verify that the Client has validly registered the location to be assessed in the Database; assign the audits and reviews in the diary in the Database.

15 - The Client acknowledges and accepts that UNIFE and its representatives and employees cannot be held liability for any direct or indirect damages suffered by the Client in relation to the IRIS Certificate or the System. This limitation of liability shall only apply to the extent permitted by mandatory applicable law. This exclusion of liability shall not apply in cases where an exclusion of liability is prohibited by mandatory applicable law.

16 - The Client agrees to confirm with Bureau Veritas that each proposal for assignment for Surveillance or Re-certification Audits shall be validated in the diary in the Database at the latest sixty (60) calendar days prior to the audit.