CERTIFICATION AGREEMENT

PARTIES

(1) [●] incorporated and registered in [●] with company number [●] whose registered office is at [●] (the "Certification Body")

(2) [●] incorporated and registered in [●] with company number [●] whose registered office is at [●] (the "Establishment")

BACKGROUND

The Foundation for Environmental Education is incorporated and registered in England and Wales with company number 04752279 and charity number 1148274, whose registered office is at 74 The Close, Norwich, Norfolk NR1 4DR ("FEE").

FEE, together with its network of national operators that are members of FEE, operate the Green Key Programme in over 90 countries across the world ("Green Key Programme Management". References in this Certification Agreement to "Green Key" are to this Programme, fuller details of which are set out at www.greenkey.global. The Certification Body of FEE serves as the certifying entity for the Green Key Programme. For the avoidance of doubt, FEE reserves the right to change the structure of the Green Key Programme Management from time to time, acting in its sole discretion.

In connection with the first application for Green Key Certification, as well as any subsequent renewal of the Green Key Certification by the Establishment, the Establishment and the Certification Body with their signatures mutually agree upon the legally binding terms and conditions laid out in this Certification Agreement.

The Certification Agreement shall commence on the date that it is signed by the parties and continue until the Establishment's Green Key Certification expires (at which point, this Certification Agreement shall automatically terminate) unless:

(a) the Green Key Certification is mutually renewed by the parties in writing (in which case this Certification Agreement shall renew accordingly, for a period equal to the term of the renewed Green Key Certification); or

(b) the Certification Agreement is terminated earlier in accordance with the terms of this Certification Agreement.

Subject to section 3.5, the Certification Body reserves the right to implement material changes to the terms of the Certification Agreement at any time upon six (6) months prior written notice to the Establishment. Should the Establishment object to any such proposed material change notified of it in accordance with this Certification Agreement, it may terminate this Certification Agreement in

accordance with point 2.23.

For the purposes of this Certification Agreement, Green Key Certification shall mean the certificate issued by or on behalf of the Certification Body to the Establishment, evidencing the Establishment's commitment to ensuring that its premises adhere to the Certification Body's strict criteria for environmental responsibility and sustainable operations within the tourism industry ("Green Key Certification")

1. RESPONSIBILITIES OF THE GREEN KEY PROGRAMME MANAGEMENT AND THE ESTABLISHMENT

1.1 Both parties acknowledge and accept that the Establishment has been granted access to and familiarised itself with all information about the Green Key criteria and explanatory notes, as set out on the following website: www.greenkey.global, and as may be updated by the Green Key Programme Management from time to time.

1.2 Both parties acknowledge and accept that the Establishment has been granted access to and familiarised itself with all information about the Green Key certification process, as set out on the following website: www.greenkey.global, and as may be updated by the Green Key Programme Management from time to time.

1.3 Both parties acknowledge and accept that that the Establishment has been granted access to and familiarised itself with all information about the Green Key participation fees, as set out on the following website: www.greenkey.global, and as may be updated by the Green Key Programme Management from time to time.

1.4 Both parties acknowledge and accept that the Establishment has been granted access to and familiarised itself with all information about the Green Key policies, as set out on the following website: www.greenkey.global, and as may be updated by the Green Key Programme Management from time to time.

2. OBLIGATIONS AND RESPONSIBILITIES OF THE ESTABLISHMENT

The Establishment shall ensure that it complies with the following obligations and responsibilities during the term of this Certification Agreement:

2.1 The Establishment warrants and represents that it is officially and lawfully registered to operate its business and shall comply with all applicable international, national and local requirements, legal provisions, permits, regulations and codes (including tax requirements) relevant for the country of location.

2.2 The Establishment shall respect internationally recognised labour rights, including employees' freedom of association and the right to join, form or refrain from joining trade unions and to participate in lawful trade union activities without discrimination, retaliation or adverse treatment, in accordance with applicable law and the ILO Core Conventions.

2.3 Where the Establishment engages interns, trainees or apprentices, it shall ensure that such arrangements have a genuine educational or vocational training purpose, comply with applicable law, provide appropriate supervision and learning opportunities, and are not used to replace regular employees or to circumvent applicable employment laws or minimum employment standards.

2.4 The Establishment shall complete the Green Key application form and required supporting minimum documentation with full and accurate information (and should any information disclosed by the Establishment to the Certification Body change or be updated during the term of this Certification Agreement, the Establishment shall immediately notify the Certification Body in writing).

2.5 The Establishment shall pay the required Green Key participation fees to Green Key and the Certification Body in accordance with the standard payment conditions (more fully detailed in section 4 below).

2.6 Establishment shall permit scheduled on-site certification audits to take place within its premises by an independent third-party auditor authorised by the Certification Body without interference and shall provide all necessary information in connection with these audits. The Establishment shall ensure that all necessary measures are taken regarding the safety and security of the auditor during the on-site audit.

2.7 The Establishment shall permit an additional on-site audit by the third-party auditor authorised by the Certification Body to take place within the premises of the Establishment if the initial audit has revealed any non-conformity with more than five provisions of this Certification Agreement, as decided by the third-party auditor acting reasonably in its sole direction. In relation to any such additional audit, the Establishment shall comply with the provisions set out in section 2.6 above in its entirety.

2.8 The Establishment shall allow surveillance desktop activities of selected documents and other quality control activities undertaken by the Green Key Programme Management and the Certification Body within 8-14 months after the certification has been issued.

2.9 The Establishment shall not influence the on-site auditor or offer any gifts or services to the auditor or permit any third party to influence the auditor or offer any gifts or services to the auditor, except for coffee/tea or water.

2.10 The Establishment shall allow Green Key to contact external stakeholders (including but not limited to suppliers and cooperation partners) regarding the conformity with specific Green Key requirements, and the terms of this Certification Agreement.

2.11 The Establishment accepts that the Green Key Certification shall only be issued by the Certification Body on the basis of conformity with all relevant Green Key requirements as well as payment of the Green Key participation costs, as set out in this Certification Agreement.

2.12 The Establishment shall ensure conformity with the Green Key requirements (as set out in this Certification Agreement) throughout the term of this Certification Agreement, using the correct representation of the scope of the Green Key Certification (including the implementation of any changes as may be communicated by the Certification Body to the Establishment).

2.13 The Establishment shall display correct and accurate information and communication about the achieved Green Key Certification only in accordance with the certified scope, as described in the Green Key criteria/explanatory notes, the Green Key Branding Guidelines and other relevant material notified to it by the Certification Body.

2.14 The Establishment accepts that all Green Key material provided to the Establishment by Green

Key (including but not limited to the Green Key website, logo/trademark, design, material, certificate, research and all other related intellectual property rights of Green Key) are and shall remain the property of FEE ("Green Key Materials"). For the purposes of this Certification Agreement, intellectual property rights shall mean any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2.15 The Certification Body hereby grants to the Establishment a non-exclusive licence to use the Green Key Materials in the form and manner as specified by the Certification Body and in accordance with the terms of this Certification Agreement, for the term of the Certification Agreement.

2.16 The Establishment shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Green Key Materials or the reputation or goodwill associated with the Green Key Materials, or that may invalidate or jeopardies any registration of the Green Key Materials. Furthermore, the Establishment shall immediately notify the Green Key Programme Management in writing should it become aware of any actual, suspected or threatened infringement of the Green Key Materials.

2.17 The Establishment shall indemnify Green Key and the Certification Body against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Certification Body arising out of or in connection with the Establishment's breach of section 2.16 above, or any claim made against the Certification Body arising from the Establishment's use of the Green Key Materials contrary to the terms of this Certification Agreement.

2.18 The Establishment shall inform the Green Key Programme Management of any changes that might affect conformity with Green Key criteria/explanatory notes within ten (10) days of such changes occurring.

2.19 The Establishment understands and accepts that its Green Key Certification will be suspended or withdrawn in case of non-conformity with the Green Key criteria/explanatory notes pursuant to Green Key's policy, as decided by the Certification Body acting reasonably in its sole discretion.

2.20 The Establishment understands and accepts that it has the right to appeal a decision regarding its Green Key Certification (including but not limited to any suspension of withdrawal of its Green Key Certification) and that it must respect and act in accordance with the outcome/decision of the appeal, as decided by the Certification Body.

2.21 The Establishment shall act in accordance with the official Green Key complaint handling procedure (as provided to the Establishment and updated from time to time) and shall ensure that it informs the Green Key Programme Management of any complaints it receives or is made aware of in respect of the Establishment. The Establishment shall implement any corrective actions proposed

by the Certification Body to ensure conformity with the Green Key criteria/explanatory notes.

2.22 The Establishment shall act according to Green Key's policy regarding impartiality, objectivity, confidentiality, non-discrimination, anti-bribery and anti-corruption, as set out on the Green Key website (www.greenkey.global) and updated by the Green Key Programme Management from time to time.

2.23 The Establishment may terminate its Green Key Certification and this Certification Agreement at any time by giving not less than thirty (30) days' prior written notice to the Green Key Programme Management. Where the Establishment terminates this Certification Agreement for convenience, it shall not be entitled to any reimbursement or refund of fees already paid to Green Key or the Certification Body in accordance with the applicable payment terms.

2.24 Each Establishment entering into a Certification Agreement with the Certification Body commits to a minimum certification term of two consecutive years (the "Minimum Certification Term"). The Minimum Certification Term includes the on-site certification audit during the first year and the associated surveillance activities during the second year, commencing on the effective date of the Certification Agreement with the Certification Body.

If the Establishment terminates this Certification Agreement before completion of the Minimum Certification Term, for any reason other than those set out below, any Certification Body Fee or other amounts due in respect of the Minimum Certification Term shall remain payable.

Notwithstanding the foregoing, the Certification Body shall not charge the Certification Body Fee for the second certification year where the Establishment is unable to continue participating in the Programme during that second year as a direct result of exceptional circumstances beyond its reasonable control. Such circumstances may include, without limitation, war, armed conflict, natural disasters, government action, or the permanent closure or insolvency of the Establishment resulting from external events. To rely on this exception, the Establishment must promptly notify the Certification Body and provide reasonable evidence of the relevant circumstances upon request.

2.25 The Establishment will, after termination of this Certification Agreement, ensure that all references to, and associations with, Green Key are removed from its premises and material immediately, and in no circumstance more than 30 days after the termination of this Certification Agreement. For the avoidance of doubt, on the termination of this Certification Agreement however so arising, the Establishment's licence to use the Green Key Materials (as set out in section 2.15) shall cease.

2.26 The Establishment accepts that neither the Green Key Programme Management nor the Certification Body are liable for any financial or other consequences to the Establishment as part of not achieving the Green Key Certification or having the Green Key Certification terminated, suspended or withdrawn. To the fullest extent permitted by applicable law, neither the Green Key Programme Management nor the Certification Body shall be liable for any indirect, incidental, special or consequential loss, including loss of profit, loss of revenue, loss of business, loss of goodwill or loss of opportunity. The aggregate liability of the Green Key Programme Management and the Certification Body arising out of or in connection with this Certification Agreement shall not exceed the total Certification Body Fees paid by the Establishment to the Certification Body during the twelve (12) months preceding the event giving rise to the claim.

3. OBLIGATIONS AND RESPONSIBILITIES OF THE CERTIFICATION BODY

3.1 The Certification Body shall act according to Green Key's policy on impartiality, objectivity, confidentiality, non-discrimination, anti-bribery and anti-corruption, as may be updated by the Green Key Programme Management from time to time.

3.2 The Certification Body shall ensure that it maintains an effective and impartial certification process, which ensures that no person with a potential conflict of interest is involved in the Green Key certification process, so far as is reasonably practicable.

3.3 The Certification Body and FEE shall ensure that it maintains suitable records, personnel competence and the following types of insurance:

a. general liability insurance (which includes but is not limited to cover for personal injury, damage to objects/property and product liability) with a limit of up to EUR 1,350,000 (DKK 10 million) per year for each claim;

b. crime liability insurance (which includes but is not limited to cover for embezzlement and fraud) with a limit of up to EUR 675,000 (DKK 5,000,000) per year;

c. cyber liability insurance (which includes but is not limited to cover for data loss and liability) with a limit of up to EUR 135,000 (DKK 1,000,000) per year; and d. worker's compensation / mandatory employee insurance, as required in the jurisdiction(s) in which the Certification Body employs its staff, unless agreed otherwise between the parties in writing, and subject to such insurance policies being available at commercially reasonable rates and being generally available in the market.

3.4 The Certification Body shall ensure that any material changes to the Green Key criteria/explanatory notes and/or the certification process are communicated to the Establishment with at least six (6) months' prior written notice.

3.5 The Certification Body shall ensure that information about any changes to the Green Key participation costs and fees are communicated to the Establishment with at least three (3) months' prior written notice. Should the Establishment object to any such proposed change to the Green Key participation costs or fees notified to it in accordance with this Certification Agreement, it may terminate this Certification Agreement in accordance with section 2.23.

3.6 The Certification Body confirms that the Green Key Certification is issued on the basis of conformity with the Green Key requirements, as supported by an independent auditor.

3.7 The Certification Body shall ensure that the certified establishments (including the Establishment) are granted reasonable access to the Green Key logo/trademark (forming part of the Green Key Materials) following the Green Key Branding Guidelines (as also provided to the Establishment, and as may be updated by the Certification Body from time to time in accordance with section 3.8 below).

3.8 The Certification Body shall ensure that any changes to the Green Key Branding Guidelines are communicated to the participating establishments (including the Establishment) within ten (10) days of such change becoming effective.

3.9 The Certification Body shall ensure that the Green Key policies related to issuing, suspending, and withdrawing the Green Key Certification for the Establishment are followed.

3.10 The Certification Body confirms that the Establishment's Green Key Certification will be suspended or withdrawn in case of any non-conformity with the Green Key criteria/explanatory notes, or any other term of this Certification Agreement.

3.11 The Certification Body may suspend, withdraw, or reduce the scope of the Establishment's Green Key Certification (including the right to terminate this Certification Agreement in its entirety) if, in the reasonable opinion of the Certification Body, the Establishment misuses any Green Key Materials or other certificates provided to the Establishment as part of its Green Key Certification. In addition, the Certification Body may terminate this Certification Agreement in its entirety should the Establishment breach any material term of this Certification Agreement.

3.12 The Certification Body confirms that the Establishment will be informed about any termination, suspension or withdrawal imposed under section 3.11 above in writing, and such termination, suspension or withdrawal shall take effect within two (2) working days after the notification.

3.13 The Certification Body shall, following any suspension, withdrawal or termination of the Green Key Certification (and this Certification Agreement), promptly notify the Green Key Programme Management. Upon receipt of such notification, the Green Key Programme Management shall remove the Establishment, without undue delay, from all Green Key-related materials under its control, including the Green Key website and relevant distribution lists.

3.14 The Certification Body shall follow the Green Key policy regarding appeals and complaints when receiving an appeal or complaint in relation to a decision regarding Green Key Certification (as might be updated by the Green Key Programme Management from time to time) and shall follow the outcome/decision of the appeal/complaint.

3.15 The Certification Body shall ensure that the independent auditors assigned to complete on-site audits notify the reception of the Establishment on arrival to ensure that they are escorted in the Establishment by the general manager/owner, the person responsible for the application for Green Key and/or other relevant person from the Establishment.

3.16 The Certification Body shall ensure that all documents and material received and viewed by the auditor and the Certification Body as part of the application for Green Key Certification are treated with confidentiality throughout the certification process and period in accordance with the relevant data protection legislation.

3.17 The Certification Body shall ensure that the Establishment contact information is treated with confidentiality in accordance with Green Key's internal privacy policy (as may be updated by the Green Key Programme Management from time to time) and the relevant data protection legislation:

- The names, phone numbers and e-mail addresses for the Establishment will be kept safely in the designated national/international Green Key database.
- When updated contact details are received, the previous information will be deleted within 15 working days after receiving the updated information.
- Any Establishment contact information shall be deleted two years after termination of the respective Green Key Certification.
- The contact details will only be used in relation to Green Key Certification/re- certification and to ensure update of Green Key related information (including newsletters).

- The contact details will not be used for other purposes than those described in this Certification Agreement without the prior consent from the Establishment.
- The Establishment can at any time access the contact information that is stored in the national/international Green Key database.

3.18 All received and viewed Establishment general information will be treated with confidentiality according to the relevant data protection legislation:

- The general information about the Establishment will be kept safely in the designated national/international Green Key database.
- The Establishment's name and general contact details will be used to promote the certified Establishment on the Green Key website.
- The Establishment's name and general contact details will be used to promote the certified Establishment to OTAs, tour operators and other tourism databases with whom the Green Key Programme Management has established a collaboration agreement.
- The Establishment general information will not be used for other purposes than described in this Certification Agreement without the prior consent from the Establishment.
- The Establishment can, at any time, access the general information that is stored in the national/international Green Key database.

3.19 All received and viewed Establishment consumption data and other sensitive information will be treated with confidentiality according to the relevant data protection legislation.

- The Establishment's consumption data and other sensitive information will be kept safely in the designated national/international Green Key database.
- The consumption data and other sensitive information will be used to create an Establishment specific sustainability report for the Establishment.
- The Establishment's consumption data and other sensitive information will be used in a general benchmarking of the effect of Green Key.
- The Establishment can opt-out of the general benchmarking system by notifying the Green Key Programme Management in writing.
- The Establishment consumption data and other sensitive information will not be used for other purposes than those described in this Certification Agreement without the prior written consent from the Establishment.
- The Establishment can, at any time, access the general information that is stored in the national/international Green Key database.

4. FEES AND PAYMENT

4.1 The Establishment shall pay the Green Key levy following the standard payment conditions (as provided separately to the Establishment) upon submitting the completed application form, supplementary documents and the signed Certification Agreement.

4.2 The Establishment accepts that the payment of the Green Key levy is non-refundable

after submission of the completed application form, supplementary documents and signed Certification Agreement, including cases of termination, suspension or withdrawal.

4.3 The Establishment shall pay the Certification Body fee in accordance with the standard payment conditions. The Certification Body fee is an annual participation fee, payable in advance upon entering into this Certification Agreement and thereafter annually on the recurring anniversary of the Effective Date (or such other recurring date as notified by the Certification Body), irrespective of the timing of any certification decision, renewal or audit. The Certification Body fee for each certification cycle covers one (1) auditor assignment, one (1) final review and certification decision, one (1) re-certification assessment in the second year of the certification cycle, the applicable surveillance activities, and the handling of complaints, appeals, suspensions and withdrawals that fall within the Certification Body's role as the Certification Body (excluding the Auditor Approval Fee). Any additional audits, assessments or other services requested by the Establishment or required as a result of the Establishment's failure to comply with the applicable Green Key requirements or this Certification Agreement may be charged separately in accordance with the applicable fee schedule.

4.4 The Establishment shall pay to the Certification Body the selected independent auditor's audit fee in advance of the scheduled on-site Green Key Certification audit, according to the audit duration and travel costs and in accordance with the applicable standard payment conditions.

4.5 The parties agree that any travel costs for the auditor exceeding €300 shall be pre-approved by the Establishment. Meal costs and any other additional expenses are not included within the €300 travel cost limit.

4.6 Certification and auditing services shall only be scheduled or carried out once all Certification Body Fees and any other amounts due and payable under this Certification Agreement have been paid in full and on time.

4.7 The Establishment accepts that, if an additional on-site audit (where the Establishment has rectified conformity with more than five non-conformities) is required, the auditor will charge the applicable hourly rate and travel expenses to the Certification Body in accordance with the agreed arrangements between the Auditor and the Certification Body. The Certification Body shall invoice those costs to the Establishment.

4.8 The Establishment acknowledges and accepts that the annual Green Key levy, the annual Certification Body fee, and the auditor's audit fees and any other applicable auditor costs must be paid in accordance with the applicable payment terms.

Where a complaint relates to the certification process, the audit, the auditor, or the Certification Body's certification activities, the initial handling of such complaint is included in the Certification Body Fee. If the resolution of the complaint requires an additional audit or other verification activity to confirm continued conformity, such activity shall be charged separately in accordance with the applicable fees. Complaints falling outside the Certification Body's scope of responsibility, including those relating to the Green Key programme or National Operators, shall be referred to the relevant Green Key National Operator or Green Key International for handling. The Green Key Certification shall not be issued, renewed or continued unless all amounts due under this Agreement have been paid in full.

4.9 The Establishment accepts that, if the Establishment cancels or postpones an agreed date for an on-site certification audit or an additional on-site audit less than 15 days before the scheduled

audit date, the relevant affected auditor shall be entitled to the following compensation by the Establishment:

a. A full compensation of the agreed fee (as payable by the Establishment to the auditor for the audit).

b. A further fee of maximum €300 (to cover reasonable losses and costs for additional human resources).

4.10 The Establishments understands that if the auditor cancels or postpones an agreed date for an on-site certification audit or an additional on-site audit less than 15 days before the scheduled audit date, the Establishment shall be entitled to the following compensation by the auditor: a) A full compensation of the agreed fee (as payable by the Establishment to the auditor for the audit). b) A further fee of maximum €300 (to cover reasonable losses and costs for additional human resources).

4.11 The Establishment agrees that the fees described in 4.7 and 4.8 above will not have to be paid or received if such cancellation or postponement was due to circumstances beyond the reasonable control of the Establishment or the auditor.

5. OTHER ISSUES

5.1 If any provision or part-provision of this Certification Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Certification Agreement. If any provision or part-provision of this Certification Agreement is deemed deleted under this section, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

5.2 This Certification Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of the country in which the Certification Body is established. Subject to the following paragraph, the courts of the country in which the Certification Body is established shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Certification Agreement.

5.3 Notwithstanding the above, the Certification Body may bring proceedings to the courts of the country where the Establishment is located for the recovery of unpaid fees or other undisputed amounts due under this Certification Agreement.

5.4 This Certification Agreement is binding upon and ensures to the benefit of the Establishment and Green Key, as well as their respective successors and permitted assigns.

5.5 The Green Key Certification and benefits thereunder are not assignable or transferable by the Establishment whatsoever. The Establishment agrees that it will use its Green Key Certification only at the identified Establishment.

5.6 Transfer by the Certification Body to another third-party certification body may occur only with prior written approval of the Establishment, and according to the certification scheme's relevant transfer procedures.

5.7 Both Parties shall maintain confidentiality of all proprietary and personal information obtained relating to the other party during the term of this Certification Agreement.

5.8 In addition to FEE's obligation to maintain appropriate insurance in accordance with section 3.3 above, the Establishment shall also obtain and maintain the following types of insurance:

(a) general liability insurance (which includes but is not limited to cover for personal injury, damage to objects/property and product liability) with a limit of up to EUR 1,350,000 (DKK 10 million) per year for each claim;

(b) crime liability insurance (which includes but is not limited to cover for embezzlement and fraud) with a limit of up to EUR 675,000 (DKK 5,000,000) per year;

(c) cyber liability insurance (which includes but is not limited to cover for data loss and liability) with a limit of up to EUR 135,000 (DKK 1,000,000) per year; and

(d) worker's compensation / mandatory employee insurance, as regulated by the compensation rates as required in the jurisdiction(s) in which the Establishment employs its staff, unless agreed otherwise between the parties in writing, and subject to such insurance policies being available at commercially reasonable rates and being generally available in the market.

Should the Establishment obtain such insurances outlined above in a country with currency other than DKK (Danish Krone) or EUR (Euro), it shall ensure that the conversion of such amounts is equal to or more than those amounts specified above.

5.9 Nothing in this Certification Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be limited.

5.10 Subject to section (d) above, the Certification Body's aggregate liability to the Establishment arising under or in connection with this Certification Agreement shall not exceed an amount equal to one (1) times the annual Certification Body Fee payable by the Establishment under this Certification Agreement.

5.11 Unforeseen circumstances (for example, blockade, war, pandemic, natural disasters), as well as any other event beyond the control of the parties that prevents, delays or makes it difficult for the Establishment to fulfil the Certification Agreement, shall entitle the Certification Body to fully or for a certain period partially, withdraw the Green Key Certification or terminate this Certification Agreement in its entirety, with no liability to the Establishment.

5.12 Neither Party shall be liable for any delay or failure to perform its obligations under this Certification Agreement, if such delay or failure arises from circumstances or events beyond its reasonable control (including but not limited to, natural disasters, war, strikes).

5.13 No failure or delay by a party to exercise any right or remedy provided under this Certification Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5.14 This Certification Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Certification Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in

this Certification Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Certification Agreement.

5.15 This Certification Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts shall together constitute the one agreement.

5.16 Unless it expressly states otherwise, this Certification Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Certification Agreement.

5.17 Nothing in this Certification Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

5.18 Any notice given to a party under or in connection with this Certification Agreement shall be in writing and shall be delivered by hand or by pre-paid first- class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address set out in the signature block below. Any notice shall be deemed to have been received at the time the notice is left at the proper address (if delivered by hand), on the second working day after posting (if sent by pre- paid first-class post or other next working day delivery service, or at the time of transmission (if sent by email).

5.19 This Certification Agreement has been entered into on the date stated at the beginning of it.

6 SIGNING OF THE AGREEMENT

On behalf of the Establishment:

Name of Establishment: _____

Name of Establishment owner or operator: _____

Name of person signing this agreement: _____

Title of person signing this agreement: _____

E-mail address: _____

Signature: _____

On behalf of the Certification Body:

Name of Certification Body: _____

Name of person signing this agreement: _____

Title of person signing this agreement: _____

E-mail address: _____

Signature: _____