CONTRACTUAL AGREEMENT BETWEEN
PANACEA Bioedge Private Limited
&
_____

Whereas **Panacea Bioedge Private Limited** hereinafter known as PBPL, having its Registered Office at: Flat No. 236, 2nd & 3rd Floor, Pocket A2, Sector-17, Dwarka, New Delhi-110075, India. (Website- https://www.panaceabioedge.com).

1. PBPL is engaged in undertaking third party Verification of its GHG Statement with reference to standard **ISO** 14064-3

2. Whereas **CLIENT** _____ having its Registered Office at _____ here in after called the Reporting Organization is interested in obtaining verification of its documented GHG inventory at its premises located at (address including sites, if any).

3. Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.

4. **Responsibility of PBPL:**
   As a party to this agreement, PBPL is responsible for conducting the verification and providing verification statement in accordance with the current issue of PBPL Assurance Scheme Regulations for verifying environmental information as per standards **ISO 14065:2020 AND ISO 17029:2019** which forms an integral part of this Agreement. PBPL reserves the right to modify the contents of its Assurance Scheme Regulations, as and when necessary, in pursuit of its Policy to continually improve its services. PBPL as an accredited verification body(VB) does not provide any consultancy services or assistance in the implementation of document management system to any organization preparatory to its assessment for certification. PBPL will keep the clients updated on verification requirement, process and complaints.

5. Responsibility of Client Organisation:

As a part to this agreement, the Reporting Organization agrees to provide PBPL with all documents, all locations information and facilities at site(s) as required, to enable PBPL to provide its services under this Agreement and site(s) will be audited as per the audit plan provide before the audit(s). The organisation is agreed to the following:

- to comply with verification requirements,
- to make all necessary arrangements for the conduct of the verification process, including provision for examining documentation and the access to all processes and areas,
- to provide PBPL all the sites details including but not limited to processes, address, employees details etc. where applicable.
- records and personnel for the purposes of verification and resolution of complaints
- to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors);

5.1. This Agreement is entered upon the basis of the Application Form for Registration **(Document no.- PBPL-AF-F004)** duly signed by the Organization in confirmation of its acceptance of the PBPL fee offer and the terms of the payment of the agreed fees and expenses for the services to be provided.

5.2. Special Visits:

Fees for special visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately.

5.3. Cancellation (Recovery of Costs):

In the event, the Organization cancels the Agreement, for any reason whatsoever, less than 3 weeks before the commencement of the verification process or at any time during the process of verification, PBPL will charge a fee amounting to 20% of the total agreed fees, in addition to the fees already charged for the assessment work, completed at the time of cancellation.

5.4. Invoices:

Invoices for the agreed fees, due at each stage of the verification will be rendered to the Reporting Organization prior to the assessment visit.

5.5. Payment:

Payment in settlement of PBPL's invoices will become due within 60 days of the date of an Invoice.

6. Termination:

Either party may terminate the Agreement

6.1. By Notice:

Two months' notice in writing shall be given by either party to the other giving due reasons for termination of the agreement.

6.2. By Default:

6.2.1. Immediately upon either party being notified by the other of any material breach of this Agreement.

6.2.2. If either party goes into liquidation or a Receiver or Administrator is appointed for all or part of the undertaking, thereof.

6.2.3. If either party ceases to trade whether in whole or in part.

6.3. In the event of this Agreement being terminated whether by notice, default or otherwise, the PBPL verification statement issued, pursuant hereto, shall forthwith, become invalid and the Organization shall cease to use the same and return to PBPL all documentation and other matters issued, pursuant thereto, or bearing an indication of such verification of Registration. Upon cancellation of the verification statement, the organization's name will be deleted from the PBPL List of Verified Companies. The clients will not use any advertising matter that contains reference to the verification status

7. Fundamental Terms:

7.1. The Organization hereby warrants and covenants with PBPL that it will, at all times, during the subsistence of the Agreement comply with all verification body requirements necessary for the issuance of the Verification Statement including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Verification Statement is issued or such other reasonable requirements of PBPL as are Necessary to enable the Verification Statement to be issued and maintained in force in conformity with PBPL's Accredited Quality System Verification Scheme Regulations.

7.2. The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to PBPL for the purposes of this Agreement.

7.3. The organization shall ensure that the information provided to PBPL by the reporting organization, relevant to its GHG Statement is kept updated and it shall promptly notify PBPL of any intended change in its GHG Statement which would significantly affect the effective implementation of **ISO 14064-3**. Such as contact address and multiple sites/single location, legal status, scope representation, organizational structural changes or legal action by regulatory authority.

7.4. In the event of any significant change affecting the activity and operation of the organization, PBPL may require conducting a reassessment for further validity of the GHG statement.

7.5. Clients shall not use or present the use of GHG statement in a misleading manner

7.6. Upon suspense and withdrawal of statement, the client shall discontinue its use of all advertising matter that contains reference to certification and directed by verification body.

7.7. Clients shall amend all advertising matter when the particular scope sector of GHG statement has been reduced.

7.8. Client shall not allow reference to its GHG statement to be used in such a way as to imply that the verification body verified a product (including service) or process.

7.9. Client shall not advertise that the GHG statement applies to activities that are outside the sector of verification.

7.10. Client shall not use the GHG statement in a manner that it brings the statement and verification system in to lose of public trust

7.11. PBPL exercise proper conflict of communication and shall take action to deal with incorrect to verification status or misleading use of GHG Statement document makes and audit report

7.12. Reporting organizations shall not use the GHG statement, opinion, report, marks, logos or labels in a manner that could mislead intended users or impair the reputation of the body.

8. Liability:

8.1. Except, in the case of deliberate neglect on the part of, its employees, servants or agents, PBPL shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, verification or other services.

8.2. In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise PBPL liability will be limited to an amount not exceeding the maximum fee (if any) charged by PBPL for the service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.

8.3. The provision of this clause shall not apply to any death or personal injury, but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter done pursuant to this Agreement.

9. Indemnity:

9.1. The Organization shall fully and effectually indemnify PBPL against all costs, claims, actions and demands arising from:

- **a)** The services provided by PBPL save to the extent only that such claims arise from the neglect of PBPL, its employees or agents.
- **b)** The use or misuse by the Organization of any statement, license mark of conformity provided by PBPL in accordance with this Agreement
- **c)** Any breach of this Agreement.
- **d)** Any claims for loss / disputes with the previous verification body, in case of transfer of statement from other verification body.

10. Force Majeure:

PBPL shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

11. Confidentiality:

Except as may be required by Law, PBPL and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.

12. Use of Logo:

Certified organisation shall follow PBPL's "Rules & Regulations for PBPL-SOP-UOL-11 (Use of Logo Procedure) which is publicly accessible on our website (www.panaceabioedge.com).

13.Disputes:

Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by PBPL for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the PBPL's Accredited **ISO14065:2020 AND ISO17029:2019** Assurance Scheme Regulations

14.Recommendations for environmental information statement:

a) In the event that **CARs (Corrective Action Requests)** are identified against ISO 14064-3, the recommendation for the **verification statement** may be made subject to submission of a **Corrective Action Plan (CAP)** within **2 weeks** of the assessment date. The corrective actions shall be verified onsite and closed out through a special visit within **8 weeks** of the assessment date, before the verification statement is issued, or as otherwise decided by the Director-Operations.

b) In the case where **OFIs (Opportunities for Improvement)** have been recorded during the verification assessment, the related actions, where applicable, shall be observed for effectiveness at the subsequent verification visit.

15.Issuance of verification statement:

Upon successful completion of verification, PBPL will issue a verification statement to the client including 'Name of reporting organisation', 'site(s) details', 'scope of assurance', 'date of issue', 'unique identification number'and reporting period. PBPL also publish the same on PBPL website directory for verification www.panaceabioedge.com.

16.Legal Action:

Party No. 1 & 2 agreed that if any dispute arises between them, they will settle the matter amicably or get the shelter of the court of law for which they have no objection and the place of suing the case in court will be at Delhi only and no other place will be considered for the same.

Signature: (on behalf of PBPL)	Signature: (on behalf of the Reporting Organisation)
Director Operations_____	Name and Designation: _____
Agreement Date: _____	(Company Seal)