

APPENDIX 1 – Terms of Business

APPENDIX 1 - TERMS OF BUSINESS

The following terms of business apply to engagements accepted by Carbon Check (India) Private Limited. All work carried out is subject to these terms except to the extent that changes are expressly agreed in writing. Nothing in any proposal or correspondence is intended to create a legal partnership between us and you.

1. Introduction

We, Carbon Check (India) Private Ltd., are a private limited company duly incorporated in terms of the Companies Act, 1956 with Registration Number U74930DL2012PTC232495.

The principal and only place of business is Unit No. 1701, Logix City Centre Office Tower, Plot No. BW-58, Sector-32 Noida, Uttar Pradesh. The registered address for Carbon Check India Pvt Ltd is the accountants address, 2071/38, 2nd Floor, Naiwala, Karol Bagh, New Delhi – 110005, India

References in these terms of business to “we”, “us”, “our”, “our directors” or “Carbon Check (India) Private Ltd.” should be construed accordingly. References in these terms of business to “you” or “your” should refer to each and every party to this engagement letter (other than us).

2. Our fees and invoicing arrangements

Unless written agreement is reached to the contrary, our fees is based on the number and seniority of staff required, the degree of skill and responsibility involved, and the resources required to complete the engagement. Our charges will be reviewed from time to time. Unless a written agreement is reached at to the contrary, we will also charge for any disbursements incurred during the engagement and we will add service tax as applicable to charges and disbursements if applicable. Any fee estimate we may provide is not an agreement to perform the services within a fixed time or for a fixed fee.

Any fee estimate agreed with you is necessarily based on the assumption that the information required for our work is made available in accordance with agreed timetables, and that key executives and personnel are available during the course of our work. Occurrence of delays or other unanticipated problems beyond our control may result in additional fees for which invoices will be raised on the above basis.

We will submit invoices for services provided and disbursements (where applicable) incurred on an interim basis as the work progresses. Invoices are payable upon presentation. In the event that invoices are not settled within 30 days of presentation, we shall be entitled to charge compound interest monthly at a rate of 3% above bank prime rate until the debt is settled.

The Professional fees for services provided as stated and all disbursements (where applicable) listed above are exclusive of all applicable taxes. However, if the company under contract is situated for billing purpose within a country that has a double taxation agreement with the India, then any withholding tax held must be accompanied by the relevant withholding tax certificates.

APPENDIX 1 – Terms of Business

3. Obligations of the CCIPL

We will provide the services described in our engagement letter (or such variations as may subsequently be agreed in writing between us) with reasonable skill and care in accordance with the professional standard expected of us and in a timely manner.

The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our engagement; the amount and accuracy of information provided to us and the timescale within which the advice is required. If at your request, we provide our advice in an abbreviated format or timescale, you acknowledge that you will not receive all the information you would have done had we provided a full written report or had more time in which to carry out the work.

If general advice is provided, the applicability of this will depend on the particular circumstances in which it is to be used by you (of which we might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice should always be sought and all material information provided to us. Our advice is provided for the purposes of this engagement, and we disclaim any responsibility for the use of our advice for a different purpose or in a different context.

Unless otherwise directed by you, we may correspond by means of the Internet or other electronic media. Where we do so, whilst we will take reasonable steps to safeguard the security and confidentiality of the information transmitted, you acknowledge that we cannot guarantee its security and confidentiality. While it is our policy to check all correspondence with anti-virus software, we cannot guarantee that transmissions will be free from infection. If the communication relates to a matter of significance on which you wish to rely and you are concerned about the possible effects of electronic transmission you should request a hard copy of such transmission from us. If you wish us to password-protect all or certain documents transmitted, you should discuss this with us, and we will make appropriate arrangements. You acknowledge that if we are working on your premises, we may need to connect to the Internet through your internal network in order to access our systems.

CC IPL shall take responsibility for any inputs that it accepts to take into account as part of its certification process, including those that have been generated by the client or other external parties

4. Obligations of the Client

In order to enable us to fulfil our responsibilities you agree on request, to provide us with complete, accurate and timely information and to carry out any obligations ascribed to or undertaken by you or others under your control.

You agree that any commercial decisions that you make, are not within the scope of our duty of care and in taking such decisions you should take into account the restrictions on the scope of our work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware from sources other than our work.

You agree to provide the right of access for NABCB to witness activities under their accreditation (if

APPENDIX 1 – Terms of Business

your project selected for witness).

As part of the legally enforceable agreement with Carbon Check (India) Pvt. Ltd. (CC IPL), the client agrees to the following obligations also:

a) **Fulfilment of Certification Requirements**

- The client shall comply with all applicable certification requirements and update internal systems, products, and procedures as required to maintain conformity.

b) **Conformity Maintenance**

- The client shall ensure that certified products continue to meet the requirements throughout their lifecycle, including ongoing production and delivery.

c) **Audit and Access**

- The client shall allow CC IPL, its auditors, relevant authorities, and scheme owner observers full access for:
 - Onsite audits
 - Investigations and follow-ups
 - Witness or shadow assessments

d) **Certification Claims and Communication**

- The client shall:
 - Use certification marks and certificates only as permitted
 - Immediately cease using these upon suspension, withdrawal, or termination
 - Avoid any misleading statements about certification scope or status
 - Reproduce certification content accurately and in full

e) **Complaints and Corrective Actions**

- Maintain a documented record of complaints related to certified products and provide evidence of corrective actions taken upon request.

f) **Change Notification**

- Inform CC IPL in writing and in advance (or immediately upon occurrence) of any changes that may affect certification, including:
 - Legal or organizational status

APPENDIX 1 – Terms of Business

- Product or process changes
- Key personnel involved in quality assurance or production

g) Misuse of Certification

- Any unauthorized use, misrepresentation, or falsification of certification, certificates, or logos shall lead to enforcement action as per ISO/IEC 17030, Guide 23, Guide 27, and applicable scheme rules, including possible legal recourse.

5. Information and confidentiality

Where we receive confidential information, we shall take such steps as we in good faith think fit to preserve confidential information from unauthorized disclosure or other misuse both during and after termination of this engagement. Save where there is specific agreement to the contrary, our Client relationship with you shall not be treated as confidential information and we may disclose this fact to Clients, potential Clients, or other third parties.

Subject to our duty of confidentiality, you agree we may act for your competitors or for other Clients, whose interests are or may be opposed to yours.

The reports, letters, information and advice we provide to you during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that you undertake not to disclose these, or any other confidential information made available to you by us during the course of our work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent.

Neither we nor you will be prevented from disclosing confidential information:

- a) which is or becomes public knowledge other than by a breach of an obligation of confidentiality;
- b) which is or becomes known from other sources without restriction on disclosure; or
- c) which is required to be disclosed by law or any professional or regulatory obligation.

You agree that, for the purposes of carrying out our responsibilities in this engagement, we shall not be treated as having notice of information which may have been provided to individuals within this firm who are not involved in this engagement.

6. Intellectual property rights

We retain all copyright and other intellectual property rights in everything developed by us either before or during the course of an engagement including systems, methodologies, software, know-how and working papers. We also retain all copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you although the fees you pay us will allow you to use those materials for the purpose for which they were created under this

APPENDIX 1 – Terms of Business

engagement. If you wish to distribute copies of these materials outside your own organisation this will require our prior written permission.

The Carbon Check logo or trade name shall not be used on products as seen by the consumer or in any way that could be interpreted as indicating product conformity. The Carbon Check logo or trade name shall not be applied to any product or report. The client shall not make any misleading statements regarding the certification issued by Carbon Check. The client may not reference or make use of any text or Carbon Check logo without prior consent from Carbon Check Management. Carbon Check shall take appropriate action to deal with situations where verification/validation statements and certification/assurance statements and the Carbon Check trade name and logo have been misrepresented and used inappropriately which would bring Carbon Check into disrepute and cause public mistrust.

7. Requirements in respect to the use of marks:

The rules governing the use of marks should include the use of marks designed to ensure that the responsible party does not use the mark to imply that statements not subject to certification have been certified.

8. Our liability

We shall not be liable to you for any punitive or exemplary loss or damage.

From time to time, we may use the services of external assessors of Carbon Check or its associates to assist us in providing services to you. When we use the services of such external assessors or staff in connection with this engagement they are deemed to be acting as our servants or agents and not the external assessors, servants or agents of any other person and we are liable for their activities as if they were in all respects our staff. Any member of Carbon Check or any member of our external assessors assumes any responsibility to you in connection with this engagement on a personal level

You agree not to bring any proceedings of any sort whatsoever arising out of or in connection with this engagement in any jurisdiction against any member of Carbon Check (India) Private Ltd. or any partner/director or staff thereof.

Each member of Carbon Check staff thereof and each of our directors shall have the express benefit of this section and shall have the right to rely on and enforce any of its terms.

Carbon Check (India) Pvt Ltd monetary liability in any eventuality shall not exceed the amount of the total contract value signed between the Client and CCIPL.

9. Third party rights

As provided in paragraphs 5 and 6 above, the reports, letters, information and advice we provide to you during this engagement are not to be disclosed to any third party without our prior written consent. For this purpose, a third party is a party other than those to whom the report, letter, information or advice is addressed.

APPENDIX 1 – Terms of Business

Before we provide such consent, we may stipulate terms regarding such provision or require the third party to enter into a direct relationship with us. We disclaim all responsibility for any consequence whatsoever should any such third party rely upon any report, letter, information or advice without us first having given our written consent that such third party may do so. Our only responsibility is that which is owed to you in the context of this engagement as at the date on which our report or other advice is given to you.

Except as mentioned above and as provided in paragraph 5 and 6, a person who is not a party to this engagement shall have no right to enforce any of its terms.

10. Complaints, Appeals & Disputes

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service, you are receiving or if you have any other complaint, you may take the issue up with your usual direct contact. If you prefer an alternative route, please contact our Chief Executive Officer at Unit No.: 1701, Logix Office Tower, Plot No.: BW - 58, Sector - 32, NOIDA (Uttar Pradesh) - 201301, India.

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right and, if you are still not satisfied, you may, of course, take matters up with our professional institute body we are to set up.

In the event of appeals and disputes these shall be handled in accordance with the complaints, appeals and disputes procedure published on www.carboncheck.co.in

11. Our staff

You undertake that during the course of this engagement and for a period of 12 (twelve) months following its conclusion you will not:

- a) solicit or entice away (or assist anyone else in soliciting or enticing away) directly or indirectly any member of our professional staff with whom you have had dealings in connection with this engagement during the 12 (twelve) months immediately prior to your approach; or
- b) employ any such person or engage them in any way to provide services to you.

12. Working Papers and Other Documents

We will retain our working papers and other documents produced by us in the course of our engagement. These documents are our property, and you have no right of access to them. Should you wish to obtain access to these documents, we will consider, in our sole discretion, making them available to you for inspection on terms determined by us. Nothing contained herein may be construed as granting you any right of access to these documents.

It is our normal practice to retain documents relating to any engagement for five years after the end of the relevant assignment. Thereafter, unless separate arrangements have been made, the

APPENDIX 1 – Terms of Business

documents may be destroyed without reference to you.

13. Health and safety

We acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises, our directors, staff and sub-contractors shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party you will procure that the third party also affords such protection to our directors, staff and subcontractors as is due to your employees.

14. Force majeure

Neither we nor you should be liable in any way for failure to perform, or delay in performing, our respective obligations under this engagement if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

15. Duration

Unless otherwise agreed with you, the terms of this engagement will apply from the commencement of our provision of the services outlined in our engagement letter.

16. Termination

Our engagement may be terminated with immediate effect by either party by notice in writing to the regular correspondence address of the other party marked for the appropriate director or contact. In the event of termination during the completion of Part 2 or Part 3, and prior to payment for either of those Parts becoming due, any fees and disbursements (where applicable) that relate to the completion of Part 2 or Part 3 shall be payable by you. Disbursements (where applicable) shall be payable at cost to us, and fees shall be calculated as follows:

- Part – I: 40% would be payable on signing of the engagement letter.
- Part – II: 30% would be payable prior to submission the Audit Report
- Part – III: 30% would be payable prior to submission of the certificate along with Final Report (FR)

The allocation of the total fee for the entire engagement to the three Parts on the ratio that we use is calculated to cover our planning and commitment of staff and resources (and related cost commitments and opportunity costs) to the engagement. It is for this reason that no fees are refundable in the event of termination.

17. Severance of terms

In the event that any of the terms of business is held to be invalid, the remainder of the terms will continue in full force and effect.

APPENDIX 1 – Terms of Business**18. Interpretation**

The rule of interpretation that a contract, or any part of a contract, is to be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

19. Entire agreement

Our engagement letter and these terms of business constitute the entire agreement between us with respect to this engagement and supersede all prior agreements, proposals, oral and written representations and negotiations.

20. Non-variation

No variation, modification, consensual cancellation, waiver or relaxation of any provision of this agreement, or consent to any departure there from, will in any way be of any force or effect unless confirmed in writing and signed by the parties hereto and then such variation, modification, cancellation, waiver or consent or relaxation will be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

21. Governing law and jurisdiction

These terms of business shall be governed by and construed in accordance with the laws of the Republic of India and any dispute arising out of this engagement or these terms shall be subject to the jurisdiction of the Courts at Delhi to which both parties hereby agree to submit for these purposes.

22. Domicilium

For the purposes here of we agree that our domicilium and execution shall be as follows:

Ours at Unit No. 1701, Logix City Centre Office Tower, Plot No. BW-58, Sector-32 Noida, Uttar Pradesh, India

Yours at the address stipulated on the signed page of the contract.

23. Revision History

Revision Number	Revision Date	Summary of Changes
00	16-06-2025	Revision post initial office assessment due to NC raised