

Green Gold Label Certification Body Agreement template

For certification services under
the GGL Scheme



Certification Body Agreement template

Version 3-1

Valid from 2 March 2026 (Adoption date)

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Changes and transitioning

This section lists the major changes in this version 3-1 from **GGL Certification Body Agreement template v3-0** dated January 2025.

No.	Change type	Section reference	Details of change
1	Content	1.1	Reference to RED updated to include amendments
2	Content	3.19	Obligations of CBs with GGL Scope for RED have been expanded to include, among others, UDB data provision

In transitioning to this current version of this document from its previous version, the following applies to Certification Bodies:

Publication date	2 March 2026
Adoption date	2 March 2026
Effective date	1 March 2027
End of Transition period	Not applicable



Introduction

This Certification Body Agreement is entered into on the Effective Date by and between:

1. Stichting Green Gold Label, a foundation incorporated and existing under the laws of the Netherlands, has its registered address and principal place of business at Stationsplein 45 - Unit A4.004, 3013 AK Rotterdam, the Netherlands, and is registered with the Dutch trade register under number 17158362 (hereinafter referred to as "GGL");
2. [insert name of the CB], a [limited liability company] incorporated and existing under the laws of [insert], has its registered address and principal place of business at [insert address] and is registered with the [insert] trade register under number [insert number], with the following additional legal reference [insert full legal reference] (hereinafter referred to as the "CB"),

GGL and the CB are together referred to as the "**Parties**" and each individually as a "**Party**".

THE PARTIES HAVE AGREED AS FOLLOWS

CLAUSE 1 – Definitions and interpretation

- 1.1 The following capitalised terms and expressions in this Agreement have the following meanings:

"Affiliate" means, in relation to a person, any company or other entity, whether or not a legal person, that directly or indirectly controls, is controlled by, or is under joint control with that person. 'Control' of a company or entity means: (a) the direct or indirect ownership of fifty percent (50%) or more of the capital of that company or entity, or (b) in the absence of such ownership interest, the substantial power to direct or cause the direction of the management and to set the policies of that company or entity.

"Applicable Law" means, in relation to a person, any and all laws, including common law, statutes, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice, whether civil, criminal or administrative law, notices, judgments, decrees, orders or rulings from any authority, in each case having the force of law, as applicable to such person or the undertaking(s) performed by such person, as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time thereunder. For the avoidance of doubt: Applicable Laws may differ per GGL Scope.

"Certification Services" means the activities conducted by the CB and/or its Representatives in service of the GGL Standards, which may include, without limitation, application review; auditing; document review; handling of non-conformities; reporting; certification decisions; communications with Participants; issuance, suspension or withdrawal of certificates; or any other activity required by the GGL documents.

"Change of Control" means a change (whether directly or indirectly) in the ownership or



effective control of the CB, or in the ownership of a substantial portion of its assets.

“Claim” means any and all claims, demands, causes of action, suits, proceedings, remedies, fines, penalties, taxes, losses, judgments, liens, liabilities, indemnities, costs, awards, damages (including any punitive and/or exemplary damages) and expenses of any kind and character (including reasonable attorney’s fees and other legal expenses).

“Confidential Information” means all information (including personal data) of whatever nature, however conveyed and in whatever form (including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium) that is provided by the disclosing Party to the receiving Party pursuant to or in connection with this Agreement (a) relating to financial, tax or accounting matters, business operations and processes, product compositions, relationships with business affairs, customers, clients, suppliers, employees and prospects, market opportunities, marketing strategies and techniques, business strategies, business plans, intellectual property rights, trade secrets, and know-how; (b) clearly designated as confidential or equivalent; and (c) derived from the information referenced in (a) and (b).

“Data” means all the information and other data set out in **Annex II** to this Agreement.

“GGLedger Platform” means the IT platform made available by GGL, intended to be an up-to-date and secure register of all Data that is either Confidential Information or Public Data as defined in clause 3.8 below; it being understood that the CB is to ensure that the Data is actual, correct and secure.

“GGL Documents” means (a) the overall GGL Documents relating to GGL Setup and Governance (including but not limited to the document titled **‘GGL Regulation’**), GGL Standards and GGL Operating Documents (including but not limited to the documents titled **‘GGL Participant fees’** and **‘GGL Logo and tradename use’**); (b) Modular instructions for each GGL Scope, including but not limited to RED-Instructions, FIT/FIP-Instructions and SDE++-Instructions; and (c) Guidance documents per GGL Scope, as well as all other (current and future) regulations, procedures, policies, (technical) manuals, guidelines and documents established by GGL, as published on <https://documentation.greengoldlabel.com>.

“GGL Scope” means the scope of CB’s license to perform Certification Services and use the GGL Trademark, which is a combination of (a) the modules based on the regulation(s) under which Green Gold Label is recognised and (b) the types of biomass as outlined in **Annex I** to this Agreement.

“GGL Standards” means the Green Gold Label standard(s), comprising all modules as indicated in the GGL Documents.

“GGL Trademark” means the GGL trademark.

“Insolvency Event” means (a) the filing of a petition, the making of an order, or the passing of an effective resolution for the winding-up; (b) the insolvency or bankruptcy under any insolvency or bankruptcy law; (c) the institution of any proceedings under any insolvency or bankruptcy law or any law for the relief of debtors, unless such proceedings are withdrawn or cancelled within thirty (30) days of their institution; or (d) the appointment of a receiver of the undertaking or property.

“Participants” means any person who wishes to obtain or maintain certification for one or more GGL Standards and who receives the Certification Services.

“Representative” of any person means that person’s Affiliates, directors, officers, employees, independent contractors (e.g. subcontractors), representatives, agents and/or advisors of that person and its Affiliates.



“RED” means the EU Renewable Energy Directive (EU) 2018/2001 of the EU Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources (REDII), as amended by Directive (EU) 2023/2413 (REDIII), its consolidated version of 16 July 2024, including amendments and corrigenda in its most recent consolidated version as published on <https://eur-lex.europa.eu> as well as Implementing Regulation (EU) 2022/996 on rules to verify sustainability and greenhouse gas emissions saving criteria and low indirect land-use change-risk criteria, as amended by Commission Implementing Regulation (EU) 2025/196.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (d) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (e) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (f) references to clauses and annexes are references to the clauses and annexes of this Agreement;
- (g) references to this Agreement or any other document referred to in this Agreement (including the GGL Documents) are references to this Agreement or such other document as amended from time to time.

CLAUSE 2 – Term

- 2.1 This Agreement will come into force upon signing by the legal representatives of each Party hereto (the “**Effective Date**”).
- 2.2 This Agreement shall remain in full force and effect for a period of 2 (two) years, unless terminated in accordance with the provisions of this Agreement.
- 2.3 This Agreement shall automatically terminate, without any notice being required, with effect from the date of the end of the term, the withdrawal, cancellation and/or termination of CB’s Accreditation (as defined in section 3.1 herein). In any case, this Agreement shall automatically terminate, without any notice being required, on the date CB’s Accreditation ceases to be in force and effect.

CLAUSE 3 – Obligations of the CB

- 3.1 The CB represents and warrants that, by the Effective Date, it is ISO/IEC 17065-accredited for the Certification Standards (the “**Accreditation**”) by a competent accreditation body. For specific GGL Scopes, additional requirements may apply, as specified in the GGL Documents for those Scopes (for example but not limited to RED,



which requires Accreditation by a competent accreditation body within the European Union).

The CB shall maintain such Accreditation throughout the term of this Agreement. The CB shall immediately inform GGL of any changes to the status of its Accreditation, including any suspension or withdrawal of that Accreditation.

Further, the CB shall promptly inform GGL of any developments, circumstances, events or actions that have or may reasonably be expected to have a material impact on the status of its Accreditation, including, without limitation, any major and/or critical non-conformities identified by the CB's accreditation body. Upon the written request of GGL, the CB shall provide GGL: (a) evidence, in a form satisfactory to GGL, that its Accreditation is in full force and effect; and (b) access to the audit reports issued by the CB's accreditation body in respect of the Accreditation. If in the event that GGL is required (under applicable laws and regulations or by an order of a competent authority) to provide a competent authority with information from or copies of the audit reports, the CB shall cooperate with this.

- 3.2 The CB shall abide by, adhere to and conduct the Certification Services in accordance with the provisions of the GGL Documents. The GGL Documents form an integral part of this Agreement and are hereby incorporated by reference.

While in accordance with clause 3.1 the CB requires an ISO/IEC 17065 accreditation, the rights and obligations pursuant to applicable GGL Documents for the GGL Scope(s) of the CB will prevail over the requirements for ISO/IEC 17065 accreditation in case of inconsistency between the two.

- 3.3 During the period between the Effective Date and the date on which the CB obtains the Accreditation, the CB may perform the Certification Services under this Agreement, provided that GGL shall audit such Certification Services in the form of 'witness audits', which entails that GGL may be present at and witness the Certification Services performed by the CB, and that GGL has given prior written consent to each audit.

- 3.4 In performing its obligations under this Agreement and in carrying out the Certification Services, the CB shall comply with Applicable Law.

In the event of any discrepancy or contradiction between the GGL Documents and Applicable Law, the latter shall prevail.

- 3.5 The CB shall ensure that neither it, nor any of its Representatives, embarrasses GGL and/or the GGL Standards or otherwise brings GGL and/or the GGL Standards into disrepute by engaging in any act or omission in relation to this Agreement and/or the execution of the Certification Services which is reasonably likely to diminish the trust that the public places in GGL and/or the GGL Standards.

- 3.6 The CB shall, throughout the duration of this Agreement, establish, implement, and maintain a comprehensive documentation management system that: (a) complies with the requirements of the ISO/IEC 17065 standard; and (b) includes the following elements: (i) control of documents and records; (ii) management review of the management system; (iii) internal auditing/monitoring procedures and documents; (iv) procedures for identifying and managing non-conformities; and (v) procedures for taking preventive actions to eliminate the causes of potential non-conformities.

- 3.7 The CB shall provide the Data (including any changes to such Data following submission thereof by the CB) to GGL through the GGLedger Platform. The format and frequency in which the Data is to be submitted by the CB shall be determined by GGL in its discretion. It is the responsibility of the CB to ensure that the Data is successfully ingested, and that



the Data is accurate, up to date and secure.

- 3.8 The CB acknowledges and agrees that the Data set out in Part B of **Annex II** is considered public (hereinafter "**Public Data**"). GGL may publicise and/or disclose such Public Data to third parties. All other Data shall be considered private data and shall be subject to the provisions of Clause 11 (Confidentiality) with the exception set forth in Part A of **Annex II**. GGL may use the Data for the purposes (a) outlined or embedded in this Agreement and/or the GGL documents; and (b) inherent in the exploitation, operation and management of a certification scheme by a scheme owner (which shall include, without limitation, the continuous development of the GGL Standards). The CB shall be solely responsible for ensuring that (a) the Data can be used by GGL and its Representatives; and (b) the Public Data can be publicised and disclosed by GGL and its Representatives for the purposes outlined in this Clause 3.7. To the extent legally required, the CB shall, for the benefit of GGL, obtain and/or procure the requisite usage rights and licenses in respect of such Data. The CB shall not enter into any agreement or other arrangement with any third party (including the Participants) that restricts or limits (a) the CB's ability to disclose, transmit and/or exchange the Data with GGL and its Representatives; or (b) GGL's right to use, publicise and disclose such Data.
- 3.9 The CB shall immediately notify GGL in writing in each event it suspends or withdraws a Participant's certification or certificate for any of the GGL Standards.
- 3.10 The CB shall at all times allocate sufficient resources with the appropriate technical expertise to perform its obligations hereunder and carry out the Certification Services in accordance with the provisions of this Agreement and the GGL Documents. Further, it is the responsibility of the CB to obtain and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the performance of its obligations under this Agreement and for carrying out the Certification Services.
- 3.11 The CB shall: (a) ensure that its Representatives: (i) are appropriately qualified, trained and experienced to provide the Certification Services with all reasonable skill, care and diligence; (ii) are vetted in accordance with good industry practice; and (iii) obtain and maintain the qualifications and competencies as prescribed by the GGL Documents, and (b) be liable at all times for all acts or omissions of its Representatives.
- 3.12 In accordance with section F of the document titled '*GGL Regulation*', the CB shall not assign the certification decisions to Representatives that have a conflict of interest, nor allow such Representative to participate in the deliberation process regarding the certification decision.
- 3.13 The CB shall not assign any Certification Services (whether in whole or in part) to a subcontractor without the prior written consent of GGL.
- 3.14 The CB shall designate a primary contact responsible for communications with GGL.
- 3.15 The CB shall (and shall cause its Representatives to) participate in and facilitate monitoring and training activities and harmonisation calls or meetings directly performed or provided by GGL. It shall also attend any meetings instigated by GGL.
- 3.16 The CB shall carry out the Certification Services in a timely manner and in accordance with the time schedule and/or milestones provided in the GGL Documents (if any).
- 3.17 The CB shall perform its obligations under this Agreement in accordance with the key performance indicators (the **KPIs**) issued by GGL from time to time. GGL will monitor the CB's performance against these KPIs. The CB acknowledges and agrees that GGL may publish the results of the CB's performance against the KPIs on its website, and that such records shall, for the purposes of this Agreement, be considered Public Data



as defined in **Annex II**.

- 3.18 The CB acknowledges and agrees that GGL may, in its reasonable discretion: (a) attend any on-site audits of the CB carried out at the Participant's premises to witness and/or monitor the CB's performance of the Certification Services by the CB and that of its Representative; and (b) perform a parallel assessment with the sole objective of assessing the CB's performance. To this extent, the CB shall ensure that every contract between the CB and the Participant shall include an obligation upon the Participant to: provide the CB and its audit agents with access to the Participant's premises; facilitate the CB's witness and parallel audits of GGL; provide all information requested by GGL and its audit agents; provide reasonable access to its Representatives and allow GGL to interview them.
- 3.19 Provided that RED is within its GGL Scope, the CB also agrees to:
- a. cooperate with the European Commission and the competent authorities of the Member States and provide the information required by the Commission to comply with Article 30(10) of Directive (EU) 2018/2001, and to assign this responsibility to the lead audit supervisor for consolidating and sharing information in response to requests and inquiries;
 - b. contractually secure the obligation from each Participant that he will cooperate with the European Commission and the competent authorities of the Member States, including granting access to its premises where requested as well as that he will make available to the European Commission and the competent authorities of the Member States all information needed to fulfil their supervisory tasks under Articles 30(8), 30(9) and 30(10) of the Revised Directive (EU) 2018/2001 and under Article 17 of the Implementing Regulation 2022/996. Failure or unwillingness by the Participant to comply with the supervision requirements shall result in the Participant's exclusion from the scheme;
 - c. when applicable, verify the accuracy of information entered into the Union database or the relevant national database pursuant to Articles 28(4) of Directive (EU) 2018/2001 and 31(a) of the Revised Directive (EU) 2018/2001. Failure or unwillingness by the Certification Body to comply with the supervision requirements shall result in the Certification Body's exclusion from conducting audits under the GGL Scope for RED; and
 - d. submit to the GGL all summary audit reports, audit reports (including the exact time, date and location of audits) and actual GHG emission calculations, as applicable. The CB acknowledges and agrees that GGL may share any information and/or documents received from the CB and/or its Representatives with the European Commission and/or the relevant competent authorities of the EU Member States without prior notice to the CB.
- 3.20 The CB shall not enter into an agreement with a (potential) Participant for a specific GGL Scope in the event that such (potential) Participant already has an agreement in place with another certification body which renders the Certification Services to said Participant for that same GGL Scope.
- 3.21 The CB shall impose the Terms of Use for the GGLedger Platform (**Annex III** and any subsequent version thereof, which GGL may issue from time to time) in writing on each Participant granted access to the GGLedger Platform by the CB and maintain accurate records of each Participant's written acceptance of these Terms of Use.



CLAUSE 4 – Obligations of GGL

- 4.1 Subject to the provisions set out in this Agreement, GGL hereby grants the CB the right to certify Participants in accordance with the GGL Scopes and GGL Standards and to provide the Certification Services.
- 4.2 GGL shall add the CB (together with the CB's contact details) to the list of approved CBs, which is published on the GGL website. For this purpose, GGL shall have the right to use the CB's logo and include a reference to the CB's website.
- 4.3 GGL shall provide the CB with access to the GGLedger Platform and provide the CB's Representatives with user accounts for the GGLedger Platform. The number of user accounts for the GGLedger Platform shall be mutually agreed upon between the Parties. The GGLedger Platform is made available to the CB and its Representatives on an "as is", "where is" basis, without any warranty of any kind. Use of the GGLedger Platform by the CB, its Representatives and the Participants is subject to the terms of use, which can be accessed at www.greengoldlabel.com/ggledger and of which the current version (which may be amended from time to time) is attached to this Agreement as **Annex III**.
- 4.4 GGL shall inform the CB of any regulatory changes reflected in the GGL Scopes.
- 4.5 GGL shall keep the GGL documents available to the CB and its Representatives.
- 4.6 GGL shall, through the GGLedger Platform, provide the CB with a unique certificate identification number for each certificate issued by the CB to the Participants in connection with the GGL Standards.
- 4.7 GGL shall maintain a publicly accessible register of active Participants and certificate holders.
- 4.8 GGL shall use reasonable endeavours to promote the GGL Standards in the biomass sector.
- 4.8 GGL may, in the performance of its obligations and activities hereunder, engage a third party to carry out such obligations or activities on its behalf, provided that GGL shall remain responsible for such third-parties towards the CB.

CLAUSE 5 – License

- 5.1 During the Term of this Agreement, the CB shall have the limited, non-exclusive, non-transferable right to use GGL's logo for the purpose of confirming certificates granted to Participants. The CB shall thus also be entitled to grant sublicences to use GGL's logo to the Participants who hold a valid GGL certificate, for the duration that such Participant holds a valid GGL certificate.
- 5.2 The use of GGL's logo under the licenses set forth in Clause 5.1 shall at all times comply with GGL's policy, which may be amended from time to time at GGL's sole discretion and will be published on the GGL website in the GGL document titled '*GGL Logo and tradename use*'.
- 5.3 The CB shall ensure that Participants who use GGL's logo under a sublicense granted by the CB comply with GGL's policy in the GGL document titled '*GGL Logo and tradename use*'. In addition, the CB shall terminate the Participant's sublicense to use GGL's logo effective per the date on which the Participant ceases to be eligible for a GGL certificate. In the event that a (former) Participant continues to use the GGL logo without a valid sublicense, the CB will forthwith notify GGL hereof and provide GGL with all reasonable assistance to take the actions deemed necessary by GGL against the unlawful use of GGL's logo.



CLAUSE 6 – Modifications and updates

- 6.1 GGL may, from time to time, modify or update the GGL Standards and/or any GGL Documents (the “**Updates**”). Whenever GGL wishes to modify and/or update any of the GGL Standards and/or any of the GGL Documents, it shall follow the relevant procedure set out in the GGL Documents, which includes discussing such modifications or updates with GGL’s stakeholders, including the CBs, to smooth and facilitate the implementation of such Updates.
- 6.2 Updates shall come in force and effect after a grace period, as directed by GGL, to arrange for the implementation of the Updates by the CB and/or its Participants. Where appropriate, GGL may deem it necessary or desirable for the Update to become effective from the date of publication.
- 6.3 The CB shall inform the Participants of any Updates to the extent that such Updates affect or are relevant to the Participants.

CLAUSE 7 – Records and audit rights

- 7.1 The CB will maintain and retain all records and documents related to the performance of its obligations hereunder and the execution of the Certification Services, including, without limitation, certification contracts, audit checklists and reports, transaction certificates (including, without limitation, underlying greenhouse gas emissions calculation models, raw material statements, product certificates, etc.), and the agreements concluded between the CB and its Participants concerning the use of the GGLedger Platform in order for GGL to verify whether such agreements comply with this Agreement and the terms of use for the GGLedger Platform, as applicable from time to time. The CB shall, upon GGL’s reasonable request and subject to GGL’s obligations of confidentiality and **Annex II**, provide such records and documents to GGL in a readable format compatible with GGL’s systems.
- 7.2 The CB will keep such books and records at its usual place of business for the term of this Agreement and for a period of two (2) years thereafter, or for such longer period as may be required by Applicable Law.
- 7.3 GGL shall, during the term of this Agreement and for a period of two (2) years thereafter, have the right to subject the CB to an audit in all cases where GGL, in its reasonable discretion, deems such an audit appropriate or necessary. Such audits will be in addition to any audits that the CB’s accreditation body may carry out in connection with the Accreditation. During the two (2) years after the term of this Agreement, GGL shall have the right to subject the CB to an audit solely if and to the extent a regulatory obligation requires GGL to perform such an audit.
- 7.4 Subject to GGL’s obligations of confidentiality, the CB shall, on demand, provide GGL and the audit agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from the Participants, where such co-operation or assistance is relevant) in relation to each audit, including: (a) all information requested by GGL or its audit agents within the scope of the audit; and (b) reasonable access to the CB’s premises, the CB’s system, and the CB’s Representatives.
- 7.5 GGL shall endeavour to (but is not obliged to) provide fourteen (14) calendar days’ advance notice of its intention to conduct an audit. In the event that GGL does not provide fourteen (14) calendar days advance notice and the CB is reasonably unable to accommodate the audit, any costs incurred by GGL in respect of the audit shall be



for the account of GGL.

- 7.6 Each Party shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 7, unless the audit identifies a material breach by the CB in which case the CB shall reimburse GGL for all GGL's costs incurred in connection with the audit.

CLAUSE 8 – Warranties

- 8.1 The CB represents and warrants that: (a) it is validly incorporated, organised and subsisting in accordance with the Applicable Law of its place of incorporation; (b) it has full capacity and authority to enter into and perform this Agreement; (c) this Agreement is executed by its duly authorised representative; (d) it has all necessary consents and regulatory approvals to enter into this Agreement; (e) it has notified GGL in writing of any actions, suits or proceedings, or regulatory investigations, before any court or administrative body or arbitration tribunal, pending or, to its knowledge, any threatened against the CB or any of its Affiliates that might affect its ability to perform its obligations under this Agreement; (f) its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any Applicable Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound; (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; (h) all written statements and representations in any written submissions made by the CB as part of the acceptance and/or onboarding process, including without limitation its response to any enquiries made by GGL or its Representatives, and any other documents submitted, remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the CB has otherwise disclosed to GGL in writing prior to the Effective Date; (i) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and (j) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the CB or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the CB's assets or revenue.
- 8.2 Each of the representations and warranties set out in Clause 8.1 or elsewhere in this Agreement shall be construed as a separate representation and warranty. They shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 8.3 If at any time the CB becomes aware that a representation or warranty given by it under this Agreement has been breached, is untrue, or is misleading, it shall immediately notify GGL of the relevant occurrence in sufficient detail to enable GGL to make an accurate assessment of the situation.
- 8.4 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which GGL may have in respect of breach of that provision by the CB.

CLAUSE 9 – Membership fee and payment

- 9.1 The CB agrees to pay GGL the GGL membership fee set out in and/or calculated in accordance with the GGL Document titled 'GGL Participant Fee' (the "**Participant Fee**").
- 9.2 Participant Fees will be invoiced periodically in accordance with the GGL Document



titled 'GGL Participant Fee'.

- 9.3 The CB shall pay the Participant Fee and other amounts due by the CB to GGL shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 9.4 Invoices can be sent via e-mail. Such invoices shall be deemed originals, delivered to the CB upon successful transmission of such e-mail.
- 9.5 Payments shall be denominated in the currency specified in the invoice and shall be made into the designated bank account indicated in the invoice.
- 9.6 If the CB disputes the contents of the invoice, details of the objection denoting substantiated reasons must be raised by the CB within fourteen (14) days of receipt of such invoice, otherwise the invoice will be deemed accepted. Any such objections do not exempt the CB from its obligation to pay the invoiced amounts by the due date.
- 9.7 If the CB fails to make a payment when due under this Agreement by the due date, then, without limiting, and in addition to, any of GGL's other rights and remedies, the CB shall pay interest on the overdue sum from the due date until payment of the overdue sum is made, whether before or after judgment, at 12% (twelve percent) per year. In addition, the CB shall promptly pay to GGL the amount of all reasonable costs and expenses (including legal fees) incurred by GGL in connection with (a) any effort on the part of GGL to collect any late payments by the CB and/or (b) the enforcement of, or the preservation of any rights under, this Agreement generally and any proceedings instituted by or against GGL as a consequence of such enforcement or preservation efforts.
- 9.8 Without prejudice to any other rights and remedies available to GGL, GGL may set off any amount owed by the CB to GGL or its Affiliates, or any part of it, against any amount due to the CB under this Agreement or under any other agreement between the CB and GGL or an Affiliate of GGL.
- 9.9 GGL may, in its sole discretion, adjust the Participant Fee, by providing prior notice to the CB (the "**Adjustment Notice**") as described in the GGL Document titled 'GGL Participant Fee'. If the CB cannot accept the adjusted Participant Fee, it shall notify GGL thereof in writing within fourteen (14) days of the Adjustment Notice. Upon receipt of the aforementioned notice, this Agreement will automatically terminate.
- 9.10 The CB shall bear its own costs and expenses incurred in complying with its obligations under this Agreement. The CB acknowledges and agrees that it shall receive no remuneration or compensation from GGL in respect of the provision of the Certification Services.

CLAUSE 10 – Termination and effects of Termination

- 10.1 Either Party may terminate this Agreement for convenience by providing three (3) months' prior written notice to the other Party.
- 10.2 Each Party may terminate this Agreement with immediate effect or suspend the performance of its obligations under this Agreement by giving the other Party written notice of termination or suspension in the event of any of the following: (a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default for at least 14 (fourteen) days after the written notice to make such payment; (b) the other Party commits a breach of a material obligation under this Agreement; (c) the other Party commits a breach of any other provision of this Agreement which breach is incapable of being remedied; or (d) the other Party commits a breach of any other provision of this Agreement which is capable of being



remedied and the other Party subsequently fails to remedy such breach within the period prescribed by the first Party in its written notice of breach; (e) the other Party becomes subject to an Insolvency Event; or (f) a Change of Control occurs at the other Party.

- 10.3 Upon termination of this Agreement, the CB shall (a) cease and/or discontinue the Certification Services within the prescribed timeframe and in accordance with the instructions issued by GGL, which may include withdrawal of the certificates it issued, provided, however, that the CB shall continue to perform those Certification Services as per the instructions of GGL; (b) notify the Participants of the same and make them aware that they will have to transfer to another certification body (recognised by GGL) if they wish to maintain their certification under the GGL Standards for which they are certified by the CB; (c) provide all assistance that the Participants reasonably require to transfer to another CB (recognised by GGL); (d) in the event that such transfer is not effectuated within the timeframe prescribed by GGL, withdraw the Participant's certificate for GGL Scope and/or GGL Standard, including (i) termination of the sublicense(s) provided to the Participant to use GGL's logo/trademark and (ii) termination of such Participant's user account(s) for the GGLedger Platform. For a period of 30 (thirty) days following the effective date of termination, the CB and the relevant Participant(s) whose user accounts are being terminated shall have limited access to the GGLedger Platform to retrieve their data (if any).
- 10.4 In the event of termination of this Agreement for any reason, GGL shall be under no obligation to refund the Participant Fee to the CB, even if the Participant Fee has been paid in advance by the CB.
- 10.5 The termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages for any breach of this Agreement that existed at or before the date of termination or expiration.
- 10.6 Clauses 7 (Records and audit rights), 9 (Membership fee and payment), 10 (Termination), 11 (Confidentiality), 13 (Liability and indemnity), 15 (Non-exclusivity), 17 (Miscellaneous) and 18 (Governing law and jurisdiction), and any right or obligation of the Parties in this Agreement that, by its nature, should survive termination of this Agreement, shall survive termination of this Agreement.
- 10.7 In the event (a) of a breach by the CB, or (b) GGL has reasonable grounds to believe that the CB has breached any of the provisions of this Agreement, GGL may, by notice to the CB, temporarily (whether in whole or in part) suspend the CB's rights and licenses hereunder. In the event of a suspension, the CB shall, until GGL has lifted the suspension, be entitled to verify that the certificates/statements of conformity it has granted remain valid (and perform services for existing Participants in relation hereto), but shall cease (i) engaging new Participants, (ii) issuing new certificates and/or statements of conformity and (iii) providing any other Certification Services, except for those Certification Services that GGL has expressly approved in writing. During the period of the CB's suspension, the CB shall not enter into contracts for the provision of Certification Services with any new Participants without GGL's prior written consent.
- 10.8 Under no circumstances shall GGL be liable for any and all Claims asserted against, or incurred, sustained or suffered by the CB or its Representatives as a result of the CB's temporary suspension. The CB shall fully save, indemnify, hold harmless and defend GGL and its Representatives from and against any and all such Claims.



CLAUSE 11 – Confidentiality

- 11.1 The receiving Party shall: (a) keep Confidential Information confidential by applying the standard of care it uses to protect its own Confidential Information; (b) use such Confidential Information only for the purposes of performing its obligations under this Agreement and for such other purposes as set out in this Agreement; and (c) not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party.
- 11.2 The receiving Party may disclose the disclosing Party's Confidential Information to its Representatives on a "need-to-know" basis, provided that it shall first inform such Representatives of the confidential nature of the Confidential Information. The receiving Party shall ensure that such Representatives are bound by obligations of confidence in respect of the Confidential Information that are no less onerous than those set out in this Clause 11.
- 11.3 The provisions of Clauses 11.1 and 11.2 shall not apply to any Confidential Information which: (a) was already in the possession of the receiving Party or its Representatives on a non-confidential basis before disclosure thereof by the disclosing Party or its Representatives; (b) is or becomes public knowledge other than as a result of a breach of this Clause 11; (c) was, is or becomes available to the receiving Party or its Representatives on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party; (d) is developed by the receiving Party or its Representatives independently of the information disclosed by the disclosing Party or its Representatives; or (e) is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchanges) or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, the receiving Party gives the disclosing Party as much notice of such disclosure as possible.
- 11.4 The provisions of this Clause 11 shall not apply to the Public Data and shall not prevent that GGL has the perpetual right to use aggregated, anonymised, and statistical data derived from the Data. Nothing herein shall limit GGL from utilising this data for business and/or operational purposes, provided that GGL does not share such data, other than the Public Data, with any third party.
- 11.5 Upon termination of this Agreement, the receiving Party shall, upon written request from the disclosing Party: (a) return to the disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; (b) erase all the Confidential Information from the receiving Party's computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and (c) certify in writing to the disclosing Party that it has complied with the requirements of this Clause 11.5, provided that the receiving Party may retain documents and materials containing, reflecting, incorporating or based on the Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by the receiving Party.



CLAUSE 12 – Compliance

- 12.1 The CB represents and warrants that the CB, its shareholders and ultimate beneficial owners are not and will not be a prohibited party subject to sanctions imposed by the United Nations, the United States, the European Union, the United Kingdom or any other jurisdiction. Prohibited parties include, but are not limited to, countries and persons to whom the sale, export, re-export, transfer, diversion or other disposition of any goods, software, technical data or services is prohibited under the applicable export laws and related regulations of the United Nations, the United States, the European Union, the United Kingdom or any other jurisdiction.
- 12.2 The CB is not and shall not be located, headquartered, or incorporated, and does not otherwise operate, in regions subject to comprehensive economic sanctions, including those imposed by the United Nations, the United States, the European Union, and the United Kingdom.
- 12.3 The CB shall not certify or render Certification Services to or for the benefit of a prohibited party, whether directly or indirectly.
- 12.4 The CB and its Representatives shall not engage in any activities that may be construed as a “bribe” or “corrupt payment” under applicable anti-bribery and corruption laws, including those of the United States, the United Kingdom, the Netherlands, and the European Union.
- 12.5 The CB shall immediately notify GGL in the event it breaches any provision of this Clause 12.

CLAUSE 13 – Liability and indemnity

- 13.1 The CB shall be fully responsible and liable for the performance of its obligations under this Agreement and for the provision of the Certification Services.
- 13.2 The CB shall, for any and all Claims asserted against, or incurred, sustained or suffered by GGL or its Representatives, and that allege or are based on: (a) breach or non-fulfilment of any provision of this Agreement by the CB or its Representatives; (b) any negligent or more culpable act or omission of the CB or any of its Representatives (including any reckless or wilful misconduct) in connection with the performance of its obligations under this Agreement and/or the execution of the Certification Services; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of the CB or any of its Representatives (including any reckless or wilful misconduct); or (d) any failure by the CB or any of its Representatives to comply with Applicable in the performance of its obligations under this Agreement and/or the execution of the Certification Services, fully save, indemnify, hold harmless and defend GGL and its Representatives from and against any and all such Claims.
- 13.3 In no event shall either Party or any of its Representatives be liable under this Agreement to the other Party or its Representatives for any consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or for lost profits, revenues or business opportunities, diminution in value or damage to reputation and/or goodwill, arising out of, relating to, or in connection with this Agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not the other Party was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, unless such Party or any of its Representatives has acted fraudulently or its acts or omissions constitute wilful intent, gross negligence or wilful recklessness.



- 13.4 Without prejudice to any other limitation of liability set forth herein, GGL’s liability for any and all Claims arising out of, relating to, or in connection with this Agreement shall be limited to the total amount of Participant Fees paid by the CB to GGL in the 12 (twelve) months preceding the incident giving rise to such Claim. If a Claim relates only to (a) specific Participant(s), GGL’s maximum liability shall be the total amount of Participant Fees paid by the CB to GGL for such Participant(s) in the 12 (twelve) months preceding the incident giving rise to the Claim.
- 13.5 Nothing in this Agreement is intended to limit or exclude a Party’s liability where a Party or its Representatives has acted fraudulently, or where their acts or omissions constitute wilful concealment, wilful intent, gross negligence or wilful recklessness. In addition, nothing in this Agreement is intended to or will limit or exclude any liability to the extent that such liability cannot be limited or excluded by mandatory law.
- 13.6 Each Party will use all reasonable endeavours to mitigate any Claims arising out of, relating to or in connection with this Agreement.

CLAUSE 14 – Insurance

- 14.1 Without prejudice to its obligations to GGL under this Agreement, including its indemnity and liability obligations, the CB shall, during the term of this Agreement, take out and maintain, or procure the taking out and maintenance of, the one of the following insurances (the “**Insurances**”) and shall ensure that any such Insurance is maintained at the prescribed minimum limits, or such other protection mechanisms as may be agreed to by GGL in writing:

Type of insurance	Minimum limit
General liability insurance	EUR 3.000.000,- per event per GGL Scope
Professional liability insurance	EUR 3.000.000,- per event per GGL Scope
Employer’s liability insurance	EUR 3.000.000,- per event
All insurance mandatory by law	At the mandatory limit as prescribed by law

- 14.2 The Insurances shall be maintained in accordance with good industry practice and, so far as is reasonably practicable, on terms no less favourable than those generally available to a prudent contractor for risks insured in the international insurance market at the time.
- 14.3 The Insurances shall be taken out and maintained with insurers who are (a) of good financial standing; (b) appropriately regulated; and (c) of good repute in the international insurance market.
- 14.4 Without limiting the other provisions of this Agreement, the CB shall: (a) take or procure the taking of all reasonable risk management and risk control measures as it would be reasonable to expect of a prudent contractor acting in accordance with good industry practice, including the investigation and reports of relevant claims to insurers; (b) promptly notify insurers in writing of any relevant material fact under any Insurances of which the CB is or becomes aware; and (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any



insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

- 14.5 The CB shall not take any action or fail to take any action, nor (insofar as reasonably within its power) permit anything to occur in relation to it that would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 14.6 Where the CB has failed to purchase any of the Insurances or to maintain any of the Insurances in full force and effect, GGL may, following written notice to the CB, elect (but shall not be obliged) to purchase the relevant Insurances. GGL shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the CB.
- 14.7 The CB shall, upon written request from GGL and within fourteen (14) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to GGL, that the Insurances are in force and effect and fully meet the requirements of this Agreement. Receipt of such evidence by GGL shall not, in itself, constitute acceptance by GGL or relieve the CB of any of its liabilities and obligations under this Agreement.
- 14.8 The CB shall notify GGL in writing at least seven (7) days before the cancellation, suspension, termination or non-renewal of any of the Insurances. Without prejudice to the CB's obligations under Clause 14, this Clause 14.8 shall not apply where the termination of any Insurances occurs solely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Agreement.
- 14.9 The CB shall promptly notify insurers of any matter arising from or in connection with this Agreement or the execution of the Certification Services for which it may be entitled to claim under any of the Insurances. In the event that GGL receives a claim relating to or arising out of this Agreement and/or the execution of the Certification Services, the CB shall co-operate with GGL and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 14.10 The CB shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow GGL to review such register at any time.
- 14.11 Where any Insurance requires the payment of a premium, the CB shall be liable for and promptly pay such premium. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the CB shall be liable for such excess or deductible. The CB shall not be entitled to recover from GGL any sum paid by way of excess or deductible under the Insurances, whether under the terms of this Agreement or otherwise.

CLAUSE 15 – Non-exclusivity

The relationship between GGL and the CB is non-exclusive. The CB acknowledges and agrees that GGL may enter into agreements similar to this Agreement with other parties. The rights and/or licenses granted to the CB are non-exclusive and may be granted to other parties. Likewise, the CB may enter into agreements with other scheme owners, including those that operate certification schemes competing with GGL's certification scheme.

CLAUSE 16 – Notices

- 16.1 Any notices sent under this Agreement must be in writing.



16.2 Notices shall be sent to the addresses set out below or to such other address as the relevant Party may notify the other Party for the purpose of serving notices under this Agreement:

	GGL	CB
Contact	Judith Mathijssen	[insert]
Address	Stationsplein 45 Unit A4.004 3013 AK Rotterdam the Netherlands	[insert]
Email	info@greengoldlabel.com	[insert]

16.3 This Clause 16 does not apply to the service of any proceedings or other documents in any legal action, or, where applicable, in any arbitration or other method of dispute resolution.

CLAUSE 17 – Miscellaneous

17.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall, to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable, be deemed deleted. The validity and/or enforceability of the remaining provisions of this Agreement shall not be affected. In the event that any deemed deletion under Clause 17.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention. If the Parties are unable to agree on the revisions to this Agreement within sixty (60) days of the date of the notice given pursuant to this Clause 17.1, either Party may terminate this Agreement by providing ten (10) days written notice to the other.

17.2 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A Party's failure or delay in ascertaining or exercising a right or remedy under this Agreement or by law shall not constitute a waiver of that 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 any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.3 Unless otherwise provided in this Agreement, the rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity, or otherwise.

17.4 Except as expressly provided otherwise in this Agreement, nothing in this Agreement nor any actions taken by the Parties under this Agreement shall create a partnership, joint venture, or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any



commitments for or on behalf of any other Party.

- 17.5 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes. It extinguishes all prior negotiations, arrangements, understandings, courses of dealing, or agreements between the Parties in relation to that subject matter, whether written or oral.
- 17.6 Except for GGL's Representatives, who are hereby confirmed as the intended beneficiaries of this Agreement even if they are not parties to it, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assignees. Nothing in this Agreement, express or implied, is intended to or shall confer any legal or equitable right, benefit, or remedy of any nature whatsoever on any other person or entity under or by reason of this Agreement.
- 17.7 Each Party shall, at the cost of and upon the written request of the other Party, execute and deliver such instruments and documents and take such other actions as are reasonably necessary or desirable from time to time to give full effect to this Agreement and its obligations hereunder.
- 17.8 The CB may not assign, novate or otherwise transfer its rights and obligations under the Agreement without the prior written consent of GGL.
- 17.9 Where a document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant document, GGL shall notify the CB, and the Parties agree that such updated hyperlink will replace the referenced hyperlink.

CLAUSE 18 – Governing law and jurisdiction

- 18.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands.
- 18.2 The Parties agree that any matter, dispute or claim arising out of or in connection with this Agreement, whether contractual or non-contractual, shall be exclusively submitted to the jurisdiction of the competent court in Rotterdam, the Netherlands.
- 18.3 Nothing prevents a Party from requesting interim or protective measures from the relevant courts.

[Signature page follows]



This Agreement has been duly executed by the Parties.

For and on behalf of
GGL

For and on behalf of
GGL

For and on behalf of the **CB**

Name:
Title:
Location:
Date:

Name:
Title:
Location:
Date:

Name:
Title:
Location:
Date:



Annex I. GGL Scope

Subject to the provisions of this Agreement, the CB is only licensed to perform Certification Services for the GGL modules and types of biomass included in the table below:

	GGL module	GGL types of biomass

For the avoidance of doubt:

- For any GGL Scope that is not listed above, the CB is not licensed to perform any Certification Services.
- GGL Scopes are defined in GGL Documents, which may be subject to changes and updates.



Annex II. Data

Part 1 – Data

All data submitted by the CB to GGL through the GGLedger Platform shall, in principle, be treated as 'Confidential Information' with the following explicit exceptions. The CB acknowledges and agrees that:

- This Data (or parts thereof) may need to be shared by GGL with the relevant authorities based on the Applicable Laws.
- GGL may publish on its website or otherwise, from time to time and without prior written permission from the CB or Participant, all such Data that cannot identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular CB or Participant.
- GGL will solicit feedback (the "**Reviews**") from Participants who use the Certification Services. GGL may, in its sole discretion, make these Reviews available by posting them on its website or on third-party websites that meet GGL's requirements for integrity and legitimacy, as determined at GGL's sole discretion, in accordance with the terms of use governing such websites. GGL shall have no obligation to i) examine and validate Reviews for veracity, accuracy or content, or ii) remove any Reviews. GGL shall have no liability with respect to the Reviews, including the content of such Reviews.

It is the responsibility of the CB to ensure that the Participants are also aware of this and that each Participant acknowledges and agrees to it in writing.

Part 2 - Public data

The following data shall be considered 'Public data':

- Participants' Reviews of their experiences with GGL or CBs;
- Complaints and/or appeals registered with GGL as per the applicable GGL complaints procedure;
- Information as described in applicable GGL Documents that is collected with the aim of publication or submission to relevant authorities, as the case may be;
- Participant register (also referred to as Certificate Holders' list) published on GGL websites and updated from time to time, including:
 - Participants' name, role(s) in GGL's supply chain, office address and country
 - Scope of Participant's GGL certification
 - Last date, status and remaining validity of certification
 - CB that provides Certification Services
- Aggregated information as KPIs defined in 3.17 that GGL may publish from time to time, and similarly for all CBs, including:
 - Average time between audit and audit report date per CB
 - Aggregated Participants' scores from Reviews per CB

The obligations of confidentiality set forth in this Agreement do not apply to 'Public data'. It is the responsibility of the CB to ensure that the Participants are also aware of this and that each Participant acknowledges and agrees to it in writing.



Annex III. Terms of Use GGLedger Platform

1. The use of the GGLedger Platform by GGL is subject to the terms and conditions of the Agreement and the following GGLedger Platform-specific terms and conditions (the “**Terms of Use**”).
2. The CB shall have the right to provide Participants with whom the CB has a valid agreement in place for the Certification Services set forth in the Agreement, with access to the GGLedger Platform for the duration of the Certification Services agreement between the CB and such Participant. The CB shall ensure that the following Terms of Use are (at a minimum) reflected in its agreements with Participants and that the limitations of liability, indemnifications and disclaimers regarding the GGLedger Platform for the benefit of GGL as set forth in this Agreement are agreed back-to-back with the Participants in such manner that both GGL and the CB can rely on them vis-à-vis the Participants.
3. In the Terms of Use below, “**User**” shall mean and apply to the CB, its Representatives, the Participants granted access to the GGLedger Platform by the CB and such Participants’ Representatives. In the relationship between GGL and the CB, the terms and conditions of the body of this Agreement shall prevail over the Terms of Use below in case of any inconsistency.

1. The acceptance by the User of the following Terms of Use is a condition precedent to being allowed to use the GGLedger Platform. If the User does not accept these Terms of Use, the User shall refrain from using the GGLedger Platform. Using the GGLedger Platform shall be deemed as acceptance of these Terms of Use.
2. GGL may make changes to the GGLedger Platform from time to time in its sole discretion.
3. The User’s right to use the GGLedger Platform is limited, non-exclusive and non-transferable.
4. If the User makes the GGLedger Platform available to its Representatives, the User is and remains responsible for its Representatives’ compliance with these Terms of Use and for all acts and omissions of its Representatives.
5. The User shall not use the GGLedger Platform in such a way that:
 - (a) is prohibited by law;
 - (b) in any way violates the rights of others;
 - (c) tries to gain unauthorised access to, or disrupt, the GGLedger Platform or any other service, device, data, account, or network;
 - (d) distributes harmful code or any form of spam;
6. The User may not:
 - (a) access the GGLedger Platform in order to build a competitive product or service;
 - (b) reverse engineer or otherwise attempt to derive the source code of the GGLedger Platform (except to the extent permitted by law without possibility of contractual waiver);
 - (c) perform significant load or security testing on the GGLedger Platform;
 - (d) (permit anyone to) copy or republish the GGLedger Platform;
 - (e) make the GGLedger Platform available to any person other than its Representatives;
 - (f) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the GGLedger Platform.



7. Without limiting any of GGL's other rights, an actual or suspected violation of the Terms of Use may result in suspension of the use of the GGLedger Platform. GGL shall not be liable to any User or any third party for any liabilities, claims or expenses arising from or relating to any suspension of the GGLedger Platform.
8. GGL and its Representatives endeavour to provide access to the GGLedger Platform for its Users to the best of their efforts, in a manner similar to what may reasonably be expected from a well-functioning, robust and secure IT platform. However, GGL does not warrant or guarantee that the GGLedger Platform will be uninterrupted, virus-free or error-free, nor that GGL shall correct all errors. The GGLedger Platform is provided 'as is', 'where is' without any warranty of any kind. GGL shall not be liable for unauthorised alteration, theft, or destruction of any User's data, files, or programs. GGL does not warrant the interoperability with any (third party) software, hardware or infrastructure which the User may have in place.
9. The User is fully responsible for its own use of the GGLedger Platform and assumes full liability for (any consequence it attaches to) information it obtains from the GGLedger Platform, as well as outcomes as a result of its use of the GGLedger Platform, including information and outcomes that may be incomplete, inaccurate or irrelevant for the User.
10. To the extent permitted by law, GGL disclaims any and all liability for any and all damages suffered and costs incurred by the User as a result of the User's (including its Representatives) use of the GGLedger Platform and the information obtained from the GGLedger Platform.