



## Vendor Agreement

The following Terms and Conditions (08/01/2024) apply to you (the “Vendor”) as the owner or authorized representative of service or product provider (“Vendor”) participating in Green Key Global’s (“GKG”) Green Key Vendor Program (the “Program”). GKG reserves the right to change these Terms and Conditions at any time without prior notice by posting changed Terms and Conditions on the website, and you are advised to review the website regularly for any changes. By registering for the Program and accessing vendor material you are bound by these Terms and Conditions as may be changed from time to time.

**1 Intellectual Property.** As between Vendor and GKG, all Program research, Website, design, materials (online and otherwise), logos, trademarks and all related intellectual property are and shall remain the property of GKG.

**2 Vendor Fee.** Upon approval, the Vendor shall pay initial registration fees online through the website, via a major credit card. Annual renewal fees will be invoiced to the Vendor who may renew by providing GKG with payment (offline) via check or credit card. Fees can be adjusted at any time by GKG in its sole and absolute discretion.

**3 Liabilities.**

Vendor hereby indemnifies and defends GKG and its employees, agents and affiliates from any and all liabilities, claims, losses and damages, including legal fees, relating to the business or operations of the Vendor.

**4 Term and Termination.**

**4.1 Term.** Once the fee has been paid, a Vendor shall be entitled access to the Program for a one-year period.

**4.2 Termination by Vendor.** The Vendor may terminate this Agreement at any time by providing (30) days written notice of termination. The annual Vendor fee will not be returned in whole or in part upon termination of this Agreement by the Vendor.

**4.3 Termination by GKG.** GKG may terminate the Vendor and this Agreement, by providing (30) days written notice of termination, if the Vendor violates any of the terms of any Program agreement to which Vendor is a party.

**4.4 Responsibilities upon Termination.** Upon termination of the Vendor in the Program, GKG will remove the Vendor from all Program related distribution lists, remove the Vendor listing from the GKG

Website, remove the Vendor's listing from any listing affiliates, and the Vendor shall, within ten (10) days of the termination date:

- a) remove all references to the Program from its website or the website of any affiliated company, video channels, general signage, advertisements, business cards, promotional literature, and otherwise.
- b) remove all references to the Program as it relates to the Hotel from any listings in which it participates.
- c) Immediately stop referring to the Vendor as being a participant in the Program and stop using any item referred to above in Section 2.

**5 Severability.** The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

**6 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of Ontario regardless of any application of principles regarding conflicts of laws.

**7 Jurisdiction.** The Vendor hereby irrevocably consents to the exclusive jurisdiction of the courts of Ontario and agrees not to bring any action in connection with the Program in any other jurisdiction.

**8 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

## Section 2

### 1 Program Benefits.

Benefits	Approved Vendor	Preferred Vendor
Use of Green Key Vendor logo	Yes	Yes
Access to our Green Scene newsletter	Yes	Yes
New Vendor announcement on website & Newsletter	Yes	Yes
Profile on Vendor webpage	Yes	Yes
Social media posts across GKG platforms		Yes
Options to host a webinar		Yes
Opportunities to submit articles and resources to Green Key Global website		Yes
Participating in hosting or joining webinars for Green Key Global members		Yes

### 2 Program Pricing.

**Approved Vendor - \$500 per year (anniversary date)**

**Preferred Vendor - \$2,000 per year (anniversary date)**

## **Section 3**

### **Code of Conduct**

The Green Key Global (GKG) Code of Conduct (the "Code") defines standards for fair, safe, and healthy working conditions and environmental responsibility for the vendors Green Key Global recommends to its members. The Code is designed to ensure that working conditions are safe, workers are treated with respect and dignity, and business operations are environmentally responsible and conducted ethically. Green Key Global expects the standards in the Code of Conduct to be met by all vendors within the Green Vendor Directory. These standards are a minimum and not a maximum, and Green Key Global expects all vendors to strive for continuous improvement beyond these standards.

### **Law and Code Compliance**

The vendor is in compliance with all relevant and applicable national and local laws and regulations. All vendors are expected to adhere to the Code and should have a program in place to assure that all these policies are rigorously adhered to.

### **Non-Discrimination & No Harassment**

The value of diversity is recognized and respected. Vendors do not discriminate in any aspect of hiring, compensation, access to training, promotion, termination, or retirement based on race, gender, age, sexual orientation, disability, nationality, ethnic group, religion, political affiliation, marital status, medical condition, or any other personal characteristic. Vendor employees must not be subjected to any form of verbal, physical, or sexual abuse or harassment, or any form of intimidation.

### **No Forced Labour, No Child Labour**

Forced, bonded, or involuntary labour of any kind is prohibited. This includes prison labour. Green Key Global has a ZERO tolerance policy for child labour. No person shall be employed under the age of 15 or the age for completion of compulsory education, whichever is higher. Persons under the age of 18 will not be employed for work that, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety, and development.

### **Hours of Work & Compensation and Benefits**

Vendors are prohibited from requiring employees to work more than the regular overtime hours permitted under the law of the country where they are employed. Suppliers and subcontractors shall not compel their employees to work excessive overtime hours.

Workers must be paid at least the minimum wage in the applicable jurisdiction. Overtime must be paid at a premium where it is required by local law. Wages must be paid regularly and on time. Working hours must comply with national laws and collective agreements and in any case the regular workweek will not exceed 48 hours, whichever affords greater protection for workers.

### **Health and Safety**

Vendors must provide a safe and healthy workplace. Unsafe buildings or hazardous pieces of equipment are NOT acceptable environments for the manufacture of products distributed to Green Key Global members.

Worker exposure to safety risks will be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures, and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns.

Risks and potential emergencies and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.

## **Environment**

Green Key Global promotes environmental stewardship in all aspects of the product procurement and manufacturing process. We encourage our entire supply chain to reduce the use of natural resources, reuse where feasible, and recycle whenever possible.

Vendors are expected to have effective environmental policies and management systems in place and to strive for continuous improvement in environmental performance, not only in terms of reducing waste but also greenhouse gas emissions, energy use, and the use of hazardous materials.

All Green Key Global vendors must read and acknowledge the Code of Conduct document, as this action reaffirms their intention to comply with the policies outlined in the Code. Vendors must notify Green Key Global of any areas in which they are not compliant.