PROCEDURE

Complaints & Appeals Procedure

VERSION	ADOPTED	LAST REVIEWED	APPLIES TO
2.1	22 August 2023	27 June 2026	Lean Lab Company Limited (RiskCherry)

1 Definitions

In this Complaints & Appeals Procedure the following expressions have the following meanings:

"Appeal"	means your request to escalate a Complaint from Level One to Level Two if you are not satisfied with the outcome at Level One;
"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Malta;
"Complainant" or "you"	means the individual or entity filing a Complaint in terms of this Policy;
"Complaint"	means a complaint filed in accordance with the terms set out in this Policy;
"Complaint Handler"	means an employee of RiskCherry who serves as the designated Technical Account Manager of the person submitting the Complaint;
"Complaints & Appeals Procedure"	means this document;
"Complaint Reference"	means a unique code assigned to your Complaint that will be used to track your Complaint;
"ISMB"	means the Information Security Management Board, an internal board of RiskCherry as duly constituted;
"Level One"	means the first stage in our complaints handling procedure under which your Complaint will be handled by a Complaint Handler;
"Level Two"	means the second stage in our complaints handling procedure under which you may appeal the outcome of a Level One Complaint. Your Complaint will be handled by an Appeal Handler; and
"RiskCherry" or "us" or "our"	means Lean Lab Company Limited, a company incorporated under the Laws of Malta, and all related and associated entities.

2 Purpose of this Complaints & Appeals Procedure

2.1 Lean Lab Company Limited ("RiskCherry") welcomes and encourages feedback of all kinds from our customers and other parties we deal with. If you have a Complaint about our services, our customer service, or about our employees, please let us know. We will endeavour to resolve it to your satisfaction but we also want to learn from it in order to improve our business and customer experience in the future. This document is, in the main, stipulated by the ISO accreditation held by RiskCherry, namely elements of ISO/IEC 17020 and ISO/IEC 17025.

2.2 For the purposes of this Complaints & Appeals Procedure, any reference to RiskCherry also includes our employees and any of our third-party contractors.

2.3 It is our policy to resolve Complaints quickly and fairly, where possible without recourse to formal investigations or external bodies. In particular, the aims of this Complaints & Appeals Procedure are:

- **2.3.1** To provide a clear and fair procedure for any customers who wish to make a Complaint;
- **2.3.2** To ensure that everyone working for or with RiskCherry knows how to handle Complaints made by our customers;
- **2.3.3** To ensure that all Complaints are handled equally and in a fair and timely fashion;
- **2.3.4** To ensure that important information is gathered from Complaints and used in the future to avoid such a situation arising again.

3 What this Complaints & Appeals Procedure Covers

3.1 This Complaints & Appeals Procedure applies to the following matters and complaints:

- **3.1.1** The quality of our customer service;
- **3.1.2** The behaviour and/or professional competence of our employees;
- **3.1.3** Our client on-boarding process and procedure;
- **3.1.4** Poor communication and lack of transparency during the certification services;
- **3.1.5** Results of our assessment and certification services; and
- **3.1.6** Delays, defects, poor workmanship or other problems associated with the provision of our certification services.

3.2 The following are not considered to be Complaints and do not fall within the scope of this Policy:

- **3.2.1** Matters concerning contractual or other legal disputes; or
- **3.2.2** Formal requests for the disclosure of information, for example, under the Data Protection Act.

4 Making a Complaint

4.1 All Complaints should be made in one of the following ways:

- **4.1.1** In writing, addressed to our office address in Malta; or
- **4.1.2** By email, addressed to your Technical Account Manager, or alternatively to the following email address: enquiries@riskcherry.com

4.2 When making a Complaint, you will be required to provide the following information in as much detail as is reasonably possible:

4.2.1 Your name, address, telephone number and email address (we will contact you using your preferred contact method as your Complaint is handled);

4.2.2 If you are making a Complaint on behalf of someone else, that person's name and contact details as well as your own;

4.2.3 If you are making a Complaint about a particular transaction, the appropriate reference number we had provided previously;

4.2.4 If you are making a Complaint about a particular employee or subcontractor of ours, the name and, where appropriate, position of that individual;

4.2.5 Further details of your Complaint including, as appropriate, all times, dates, events, and people involved;

4.2.6 Details of any documents or other evidence you wish to rely on in support of your Complaint;

4.2.7 Details of what you would like RiskCherry to do to resolve your Complaint and to put things right. (Please note that whilst we will make every reasonable effort to accommodate such requests, we are not bound to take any action beyond that which we may be contractually or otherwise legally obliged to take.)

5 How We Handle Your Complaint

5.1 RiskCherry operates a two-stage complaints handling procedure. Our aim is to always try to resolve Complaints to your satisfaction at Level One without further recourse to Level Two. If you are not satisfied at the end of Level One, you may escalate your Complaint to Level Two.

5.2 Level One

5.2.1 Upon receipt of your Complaint, the Complaint Handler will log the Complaint in our system and will acknowledge receipt of it in writing within five (5) Business Days, giving you a Complaint Reference.

5.2.2 When we acknowledge receipt of your Complaint, we will also provide details of your Complaint Handler. Whilst this is typically your designated Technical Account Manager, there may be occasions where we may decide to appoint another person for this purpose. In any case, we will provide you with details of the Complaint Handler.

5.2.3 The Complaint Handler will (a) review the complaint and associated documentation to ensure a thorough understanding of the issue; (b) conduct an impartial and objective investigation into the Complaint; (c) determine whether the input and assistance of any team member or third party is required; and (d) propose solutions to resolve the particular Complaint.

5.2.4 The Complaint Handler will always liaise with a direct superior and/or the Managing Director before proposing a resolution.

5.2.5 If your Complaint relates to a specific employee or individual, that person will be informed of your Complaint and given a fair and reasonable opportunity to respond. Any communication between you and that particular individual should take place only via the Complaint Handler and we respectfully ask that you do not contact such person in question directly concerning the Complaint while we are working to resolve it.

5.2.6 If we require any further information or evidence from you, the Complaint Handler will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any such information or evidence quickly in order to avoid delaying the complaints handling process. If you are for any reason unable to provide such information or evidence we will use all reasonable efforts to proceed without it, however please be aware that we will not ask for further information or evidence unless we consider it important to the successful resolution of your Complaint.

5.2.7 We aim to resolve Level One Complaints within twenty (20) Business Days, however in some cases, particularly if your Complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it.

5.2.8 At Level One, the proposed resolutions may include but are not limited to the following: clarifying misunderstandings or miscommunications, providing additional information or guidance, rectifying any errors or discrepancies, offering an apology for any inconvenience caused and/or taking other appropriate action to address the issue within the scope of the Level One stage.

5.2.9 At the conclusion of the Level One complaints procedure, regardless of the outcome, we will provide you with details of our investigation, our conclusions from that investigation, and any action taken as a result. We may refrain from disclosing certain details that may be confidential or unnecessary. You will also be reminded of your right to appeal our decision and escalate the complaint to Level Two in the form of an Appeal.

5.3 Level Two

5.3.1 If you are not satisfied with the resolution of your complaint at Level One, you may appeal the decision within five (5) Business Days, and have the complaint escalated to Level Two. Appeals are handled by the ISMB.

5.3.2 Appeals, quoting your original Complaint Reference, should be directed to your original Complaint Handler who will forward the request to the ISMB. Receipt of Appeals will be acknowledged in writing within five (5) Business Days.

5.3.3 Level Two is only intended to be a review of the initial decision taken at Level One. Accordingly, you are only able to escalate the matter to Level Two if one or more of the following criteria has been evidenced:

5.3.3.1 The response received during Level One is factually inaccurate;

5.3.3.2 Follow on actions (i.e. the agreed resolutions) have not been completed as agreed;

5.3.3.3 The response received does not address the initial complaint; or

5.3.3.4 There is evidence that our complaints process was not followed.

5.3.4 Any new complaints or issues not raised during Level One are not grounds for a review under the Level Two process.

5.3.5 You will be informed whether we consider your escalation to Level Two is acceptable and provide you with our reasons. Any decision we take in this respect is final.

5.3.6 The ISMB will consist of members who were not directly involved in Level One or the stage that led to the initial Complaint. It retains the authority and discretion to establish its own

procedures.

5.3.7 If your Complaint relates to a specific employee or individual, that person will be informed of your Complaint and given a fair and reasonable opportunity to respond. Any communication between you and that particular individual should take place only via the Complaint Handler and we respectfully ask that you do not contact such person in question directly concerning the Complaint while we are working to resolve it.

5.3.8 If we require any further information or evidence from you, the ISMB will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any such information or evidence to us quickly in order to avoid delaying the complaints handling process. If you are for any reason unable to provide such information or evidence we will use all reasonable efforts to proceed without it, however please be aware that we will not ask for further information or evidence unless we consider it important to the successful resolution of your Complaint.

5.3.9 We aim to resolve Level Two Complaints within twenty (20) Business Days, however in some cases, particularly if your Complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it.

5.3.10 At the conclusion of the Level Two procedure, regardless of the outcome, we will provide you with full details of our investigation, our conclusions from that investigation, and any action taken as a result. Our decision at this stage is final.

6 Confidentiality and Data Protection

6.1 All Complaints and information relating thereto are treated with the utmost confidence. Such information will only be shared with those employees and advisors who need to have access to such information in order to handle your Complaint.

6.2 We may ask for your permission to use details of your Complaint (with your personal details removed) for internal training and quality improvement purposes. If you have given such permission, you may revoke it at any time by contacting your Technical Account Manager.

6.3 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the GDPR.

7 Regulatory Reporting

If during the review of your Complaint, we identify issues, shortcomings or matters that could potentially impact our reputation, the integrity of our work or the validity of our certificates or accreditation, we reserve the right to issue statements or directly engage with relevant authorities that may have relied on our work.

8 Record Keeping

All complaints and their resolutions will be documented and maintained in a secure and confidential manner. This documentation will aid in tracking trends, identifying areas for improvement, and ensuring a consistent approach to complaint handling.

9 Questions and Further Information

If you have any questions or require further information about any aspect of this Complaints & Appeals Procedure, please contact your Technical Account Manager or send us an email at legal@riskcherry.com.

10 Policy Review

10.1 This Complaints & Appeals Procedure is regularly reviewed and updated as required.

10.2 This Complaints & Appeals Procedure was adopted on 22 August 2023.

10.3 This Complaints & Appeals Procedure was last reviewed on 27 June 2026.

VERSION HISTORY

VERSION	DATE	CHANGE	ADOPTED BY
1.0	23 August 2023	Initial version.	Dave Avila
2.0	27 June 2025	Reformatted completely, no content change.	Rob Fell
2.1	27 June 2026	Wording changed from Account Manager to Technical Account Manager.	Rob Fell