

CERTIFICATION AGREEMENT (Annexure to CQF-02)

This Service agreement shall become effective on the date of application submission as mentioned on the **CQF-02 Application Form** and is subjected to the terms and conditions stated below between **COMPLIA REGULATORY SERVICES PRIVATE LIMITED, Plot No. 9, 2nd Floor, Paschim Vihar Extension, Rohtak Road, New Delhi-110063** (hereinafter referred to as "COMPLIA") and _____ (Applicant Name), _____ [Applicant Address] (hereinafter referred to as "Client").

Confidentiality, Integrity and Impartiality Policy:

1. Both parties agree to maintain the confidentiality of all information exchanged in the course of the certification process.
2. When either party is required to release confidential information as required by law or authorized by contractual arrangements, the other party shall be notified of the information provided, unless prohibited by law.
3. Both parties shall act impartially and refrain from acting under any financial, commercial, or other pressures that might compromise impartiality.
4. Both parties also agree and sign the terms of the CQF-47 Non-Disclosure and Confidentiality Agreement.

Language Policy:

5. All documentation must be provided in English. Other than English, it is subjected to the acceptance of COMPLIA on a case to case basis.

Obligations of the Applicant:

6. The applicant shall always fulfil the certification requirements, including
 - i. providing all necessary documentation, access to facilities, and cooperation required by the Certification Body to conduct assessments/ resolve complaints/ etc.
 - ii. implementing appropriate changes when they are communicated by COMPLIA.
 - iii. providing information about changes to the certified product that may affect its ability to conform with the certification requirements.
 - iv. in case the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
7. The client maintains a record of all complaints regarding compliance with certification requirements, makes these records available to the certification body upon request, takes appropriate action on such complaints and any deficiencies affecting compliance, and documents the actions taken.
8. The client makes claims regarding certification consistent with the scope of certification (*only models listed in the Certification Document*).
9. In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme.

Obligations of the Certification Body (COMPLIA):

10. COMPLIA shall conduct impartial and objective assessment of the applicant's products against the relevant standards.
11. COMPLIA shall provide the applicant with a detailed report of its findings following the assessment, including any non-conformities identified.

12. COMPLIA agrees to issue certification upon successful demonstration of conformity with the applicable standards.
13. COMPLIA agrees to inform the client, in case any of the certification activities are outsourced to external approved subcontractors and the client shall bear all costs and liabilities arising due to these activities.

Scope of Certification and Application Validity:

14. COMPLIA's certification scope includes products under the type 1a certification scheme as per ISO 17067: 2013 within the Telecommunication, Machinery, and Low Voltage Appliance industries.
15. The application is valid for a period of 3 months from the date application is received, all fees are non-refundable as applicable. An accepted application may lapse in case of no communication by the applicant for a period of 1 month or 2 un-responded reminders.
16. The same application must not be submitted with any other certification body(ies).

Use of Certification, Conformity Marks and Logos:

17. To attain and maintain certification, applicant needs to comply with the certification requirements of the corresponding certification scheme, the applicant must agree to:
 - i. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - ii. The client must not use its product certification in a way that could damage the reputation of the certification body, and should avoid making any statements about the product certification that the certification body might find misleading or unauthorized.
 - iii. If the client shares copies of the certification documents with others, the documents must be reproduced in full or as directed by the certification scheme.
 - iv. When referencing its product certification in communication materials like documents, brochures, or advertisements, the client must adhere to the requirements set by the certification body or as specified by the certification scheme.
 - v. The client adheres to any requirements specified in the certification scheme regarding the use of marks of conformity and the information related to the product.

Fees and Payment:

18. Applicant agrees to pay all the necessary fees and charges to COMPLIA associated with the certification process as invoiced by COMPLIA at the time of application and/ or during the certification process is ongoing. The client shall bear all costs and liabilities in case any of the certification activities are outsourced to external approved subcontractors. All fees must be paid upfront in advance before execution of the service unless there is a special approval from the Accounts department, regardless of the result of the application.
19. COMPLIA holds the right to cancel the product certificate without any prior notice in case the applicable fees are not paid or dues are not cleared within a due date specified on the invoice.

Withdrawals, Suspension and Termination of Certification:

20. COMPLIA holds the right to withdraw, suspend or terminate the certification in the below situations but not limited to:
 - i. Withdrawal- identification of major non conformity, recommended corrective action is not implemented within a specified time period, unpaid fees or the applicant makes a formal request to withdraw certification.

- ii. Suspension- complaints that indicate that the requirements of certification scheme are not maintained, or the applicant is unwilling or unable to ensure conformance to revisions of scheme.
- iii. Termination- COMPLIA becomes aware of repetitive misuse of certificate or termination requested by the applicant.

21. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme and takes any other required measures.

Force Majeure:

22. Neither Party hereto shall be considered in breach of this Agreement in case of its failure to perform or observe any/and or all of its obligations, the terms, conditions and stipulations herein contained, if such failure shall be caused due to war, warlike operations, acts of state, fire, floods, earthquakes, strikes, lockouts in the industry as a whole, or other occurrence beyond its reasonable control ("Force Majeure").
23. During a Force Majeure event, the effected Party shall be excused from the performance of this Agreement to the extent of such prevention, restriction or interference; provided, however, that such Party shall give prompt notice to the other Party of such Force Majeure, including a description in reasonable specificity of the cause of Force Majeure, and shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. However, if either of the Party is unable to perform any obligation under this Agreement for a continuous period of thirty (30) days because of Force Majeure, then both the Parties shall have the right to terminate this Agreement without prejudice to any rights either Party may have against each other, provided that all the invoices raised against the services completed are paid before termination against the services completed.

Indemnification:

24. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
- any breach of this Agreement by the Indemnifying Party;
 - any negligent, reckless, or intentional acts or omissions of the Indemnifying Party or its personnel; or
 - any violation of applicable laws, regulations, or third-party rights by the Indemnifying Party.

Limitation of Liability:

25. COMPLIA's liability to the beneficiary under this agreement shall be limited to the amount of fees paid by the client for the certification services.

Injunctive Relief:

26. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

Notices:

27. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when

received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

Dispute Resolution and Governing Laws:

28. Any disputes arising from or related to this agreement shall be resolved through mutual discussions. If unresolved, disputes shall be referred for adjudication to the New Delhi, India jurisdiction only.
29. This Agreement shall be governed by the laws of India. The Courts in New Delhi, India shall have exclusive jurisdiction over the subject matter of this Agreement.
30. The cost of legal proceedings shall be borne by both parties individually, while each party will individually bear the fees of their respective Advocate/Counsel.

Conflict of Interest:

31. The applicant is committed to disclose any information immediately in their best knowledge that may come across as a conflict of interest to COMPLIA or any of its staff.
32. In case, any staff members of COMPLIA demands or puts forward a request of bribe, in any form, the applicant is committed to inform COMPLIA and its management representatives about the incident in written.
33. The applicant shall not offer bribery in any form to COMPLIA or any of its staff members, also maintaining the integrity and impartiality of the certification business.
34. If there is an evidence of fraudulent conduct of any form during the application of the conformity assessment process, COMPLIA shall reject the application and also reserves the right to take any legal action.

Complaints and Appeals:

35. For submitting any type of complaints and appeals the client can send an email to feedback@complia.services. Upon receipt, COMPLIA shall respond to the same within 3 working days.
36. If the applicant requires more information on the process for complaints and appeals, they can refer to the COMPLIA website, shall reach out to the certification team members, their concerned sales representative or send an email to feedback@complia.services.

DECLARATION:

As the applicant Organization's Authorized Representative, I agree to the above conditions and obligations for certification. I attest that all statements made on the Application Form (CQF- 02) are correct to the best of my knowledge and belief. I assume responsibility for any damage caused by misinterpretation or incorrect data.

COMPLIA REGULATORY SERVICES PRIVATE LIMITED

Name: _____
Designation: _____
Email: _____
Contact No.: _____

(Applicant Organization)

Name: _____
Designation: _____
Email: _____
Contact No.: _____

Signature and Stamp

Signature and Stamp