Washington Laboratories, Ltd.

Certification Agreement Terms and Conditions

In consideration of the mutual covenants in this Agreement, Washington Laboratories, Ltd (WLL.) or its subcontractors will perform certification inspection services to determine if Customer's device(s) follow the laws, regulations and technical standards under the Scope of Accreditation of WLL.

General

WLL retains full discretion to determine if the Devices are compliant with the Certification Regulations of the Countries. In the event that certification is not issued for the aforementioned Devices, WLL agrees to advise Customer in writing of the reasons therefore. This Agreement may not be assigned to or acquired by any other person, firm, or corporation without WLL's written authorization. In this agreement, "Customer" and "Applicant" shall have the same meaning.

1. Scope of Performance

1.1. The scope of performance is delineated in the Quotation and/or Invoicing rendered to the Customer. Submittal to the WLL website is considered acceptance of the scope of performance.

1.2. WLL may agree to accept test data from ISO/IEC Guide 17025 accredited Recognizing or Regulatory Authority (RRA) and evaluate the Devices based on this data. WLL may also choose to accept test data from ISO/IEC Guide 17025 accredited laboratories owned by Customer.

1.3. Per ISO17065 §7.9, Customer shall supply WLL, at no charge, with at least one test sample of each Device, including the necessary peripherals, connecting cables,

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accessories or other hardware or software (hereinafter collectively referred to as "support equipment") Customer or WLL. determines is required for testing, evaluation, assessment, and audit surveillance of products certified by WLL. If Customer requests that test sample be returned, Customer shall supply WLL with shipping account number. WLL disposes of any samples for which shipping account numbers are not provided.

1.4. Customer shall supply WLL, at no charge, with all technical documentation and materials required for the testing, evaluation, and/or assessment of such Devices and support equipment. Customer recognizes that Device samples, including support equipment, may be damaged or completely destroyed when subjected to WLL's testing and evaluation process. Customer shall hold WLL harmless for any such damage or destruction to its equipment. Customer agrees that all or part of any evaluation may be subcontracted in accordance with ISO17065, §7.9, §7.4 & §7.5.

1.5. WLL shall review and assess Customer's equipment in accordance with its good engineering judgment, with the degree of skill and care associated with applicable, generally accepted industry standards, and in conformance with the applicable technical standards and procedures. WLL shall comply, and cause its subcontractors to comply, with all applicable laws, regulations and orders in performing under this Agreement, and that it shall hold and comply with, all licenses, permits and approvals as may be required by applicable laws, regulations and orders in performing hereunder. If any defect or nonconformity appears in WLL's work within thirty (30) days from the date of acceptance of such work, Customer shall notify WLL and WLL will promptly correct the nonconformity.

1.6. Where assessment results in certification, WLL will certify Customer's equipment as compliant with the applicable laws, regulations and/or standards within 30 business days from the date testing, evaluation, and assessment is completed. This performance may be dependent upon a timely response by the RRA.

1.7. In the event of product certification, Customer may request that WLL return or destroy Customer's Device sample(s), equipment support, and technical documentation. Customer shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.

1.8. The Applicant agrees (per ISO17065 §4.1.2):

1.8.1. The Customer always fulfils the certification requirements including implementing appropriate changes when they are communicated by WLL.;

1.8.2. If the certification applies to ongoing production, the certified product continues to fulfil the product requirements (*EU/UKCA regulations, standards and technical specifications related to certified product(s)*);

1.8.3. The Customer makes all necessary arrangements for a) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel and Customers

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subcontractors; b) investigation of complaints; c) the participation of observers, if applicable

1.8.4. The Customer makes claims regarding certification consistent with the scope of certification.

1.8.5. The Customer does not use its product certification in such a manner as to bring the certification body, WLL., into disrepute and does not make any statement regarding its product certification that WLL. may consider misleading or unauthorized.

1.8.6. Upon suspension, withdrawal, or termination of certification, the Customer discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure to notify potentially affected parties or personnel;

1.8.7. If the Customer provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

1.8.8. In making reference to its product certification in communication media such as documents, brochures or advertising, the Customer complies with the requirements of WLL. or as specified by the certification scheme;

1.8.9. The Customer complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

1.8.10. The Customer keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to WLL. when requested, and takes appropriate remedial, corrective or necessary action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification; documents the actions taken;

1.8.11. The Customer informs WLL. without delay, of changes that may affect its ability to conform with the certification requirements. Examples of changes can include the following: The legal, commercial, organizational status or ownership. Organization and management (e.g. key managerial, decision-making or technical staff). Modifications to the product or the production method. Contact address and productions sites. Major changes to the quality management system.

1.8.12. This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement. The agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Agreement can only be amended through a written document formally executed by all parties.

1.9. WLL. agrees to the following (per ISO17065 §4.2, §4.4, §4.6, §6.1 & §8.1.2)

1.9.1. WLL. shall be responsible for the impartiality of its certification activities and shall not allow commercial, financial or other pressures to compromise impartiality;

1.9.2. WLL. shall ensure that activities of separate legal entities, with which the certification body or the legal entity of which it forms a part has relationships, do not compromise the impartiality of its certification activities;

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1.9.3. WLL. ensures all policies and procedures under which WLL. operates and the administration of them, shall be non-discriminatory. Procedures shall not be used to impede or inhibit access by applicants;

1.9.4. WLL. shall maintain (through publications, electronic media or other means), and make available upon request the following: a) information about (or reference to) the certification scheme(s), including evaluation procedures, rules and procedures for granting, for maintaining, for extending or reducing the scope of, for suspending, for withdrawing or for refusing certification; b) a description of the means by which WLL. obtains financial support and general information on the fees charged to Customers; c) a description of the rights and duties of applicants/Customers, including requirements, restrictions or limitations on the use of WLL.'s name and certification mark and on the ways of referring to the certification granted; d) information about procedures for handling complaints and appeals;

1.9.5. WLL. shall employ, or have access to, a sufficient number of personnel to cover its operations related to the certification schemes and to the applicable standards and other normative documents;

1.9.6. WLL. personnel shall be competent for the functions we perform, including making required technical judgments, defining policies and implementing them;

1.9.7. WLL. personnel, including any committee members, personnel of external bodies, or personnel acting on WLL.'s behalf, shall keep confidential all information obtained or created during the performance of the certification activities, except as required by law or by the certification scheme.;

1.9.8. WLL. shall establish and maintain a management system that is capable of achieving the consistent fulfilment of the requirements of ISO17065 §8.1.2

1.10. Customer's certification is revocable for the following reasons:

1.10.1. WLL is directed to revoke certification by the RRA.

1.10.2. Customer instructs WLL in writing to revoke certification for a Device. For Devices certified under the EU/UKCA, this can only be performed within 30 days of the original certification. WLL shall follow the guidelines of all RRA's with regard to revocation of certifications.

1.10.3. Customer fails to pay any fees required by this Agreement.

1.10.4. Customer breaches any of the terms, conditions or specifications listed hereof.

1.11. WLL shall close applications 60 days after an applicant receives the last request for Technical Information, or if additional required files are not received for the certification effort, RT's or surveillance audits. No refunds shall be given if WLL has begun the certification.

1.12. WLL provides, upon request by the Customer, an up-to-date detailed description of the evaluation and certification procedures, appropriate to each certification scheme, and the documents containing the requirements for certification, and the applicants' right and duties. Per IAF Guidance G.12.2 Any information on which a decision is based

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which comes from any source other than the evaluation process are made known to the Customer along with information on the evaluation process. The Customer is given the opportunity to comment on it through contact with WLL.

2. Confidentiality
   2.1. WLL shall not disclose to third parties any proprietary technical or financial information marked by Customer as confidential without prior written consent, provided that WLL may disclose any information or data, confidential, proprietary, or otherwise, to the RRA.
   2.2. Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by WLL may be copied and retained by WLL if necessary to the performance of this Agreement or in compliance with the applicable Certification Regulations of the Countries. Customer retains all title to any intellectual property rights in the Devices, support equipment, and technical documentation including patent, trademark, copyright and trade secret rights.
   2.3. The customer agrees that submission of this agreement warrants that provisional test data would not imply any favors that may compromise WLL's Certification Body independence. WLL demonstrates how WLL manages the certification business and any other activities so as to eliminate actual conflict of interest and minimize any identified risk to impartiality. The demonstration will cover all potential sources of conflict of interest, whether they arise from within the certification body or from the activities of related bodies. Customer and WLL understand that accreditation bodies will expect certification bodies to open up these processes for audit by the RRA's.

3. Invoicing
   3.1. All payments are due in advance of the Certification effort, unless other arrangements are made with the Billing department directly and are in writing.

4. Term and Termination
   4.1. This Agreement shall remain in force until either party terminates this agreement in writing, or upon completion of the scope hereof. Any terms relating to payments due WLL. shall survive termination hereof.

5. Liability

   5.1. Customer shall hold WLL harmless and defend and indemnify WLL against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or damage to property, or other action arising from Customer's failure to comply with any United States or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment tested by WLL or produced by Customer in any facility inspected by WLL. WLL shall hold Customer harmless and defend and indemnify Customer against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or

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damage to property, or other action arising from WLL's failure to comply with any United States or foreign laws or regulations, or which may result from the performance or failure of performance of WLL under this Agreement. In no event shall WLL's liability under this Agreement exceed the cost of its billed services to Customer.

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6. Disputes, Appeals and Complaints

6.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Virginia, without regard to conflict of law principles. The Parties waive trial by jury, and agree to submit to the personal jurisdiction and venue of a court of competent jurisdiction in the State of Virginia, County of Fairfax. In the event litigation results from or arises out of this Agreement, the losing party shall reimburse the prevailing party with reasonable attorney's fees, court costs, and other associated expenses, in addition to any relief to which the prevailing party may be entitled.

6.2. Customers are encouraged to provide feedback to WLL regarding any positive experiences, as well as any disputes, appeals or complaints that affect the Customer's experience with WLL. The WLL website provides contact information links and an online survey that are accessible to the public.

7. Rights and Responsibilities

WLL employees and assignees involved in the certification process have the right to information required to make certification decisions and the responsibility to follow the requirements specified by the RRAs.

For the Customer:

_____ Company Name

_____

Typed Name Title Date

_____

Signature

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