

CERTIFICATION AGREEMENT

QP-05 EXHIBIT 1, V1.0

ISSUE DATE: 2026.01.18



CERTIFICATION AGREEMENT

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ARTICLE 0: TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms and definitions shall apply. Where terms are not defined herein, the definitions provided in ISO/IEC 17065:2012 and applicable certification schemes shall apply.

0.1 Applicant

The legal entity that applies for product certification under this Agreement and assumes responsibility for compliance with all applicable certification requirements.

0.2 Client

The Applicant or certified organization that has entered into this Certification Agreement with XDS. Where applicable, the terms Applicant and Client may be used interchangeably depending on the stage of certification.

0.3 Certification Body (CB)

XDS or the specific XDS legal entity authorized to perform conformity assessment activities in accordance with ISO/IEC 17065 and applicable accreditation requirements.

0.4 Certification

Third-party attestation related to products, processes, or services, conveying assurance that specified requirements have been fulfilled, in accordance with ISO/IEC 17065.

0.5 Certification Agreement

The legally binding agreement between the Client and XDS governing certification activities, including these Terms and Conditions, applicable proposals, fee quotations, schemes, and referenced procedures.

0.6 Certification Scheme

The system related to specified products to which the same specified requirements, specific rules, and procedures apply, as defined by the scheme owner and implemented by XDS.

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0.7 Scope of Certification

The defined and approved products, product categories, standards, regulations, and certification scheme(s) for which certification is granted, as stated on the Certificate of Conformity.

0.8 Certificate of Conformity (CoC)

A formal document issued by XDS indicating that a product has been evaluated and found to comply with applicable certification requirements within the approved scope.

0.9 Surveillance

Ongoing systematic activities conducted by XDS to verify continued compliance of certified products with certification requirements throughout the validity period of certification.

0.10 Assessment / Audit

A systematic, independent, and documented process conducted by XDS to obtain objective evidence and evaluate conformity with certification requirements, including initial, surveillance, supplementary, and re-certification audits.

0.11 Re-certification

A process conducted prior to certificate expiry to confirm continued conformity of the certified product with applicable requirements and to renew certification validity.

0.12 Nonconformity

Non-fulfilment of a specified certification requirement, standard, regulation, or scheme rule identified during assessment, surveillance, testing, or review.

0.13 Corrective Action

Action taken by the Client to eliminate the cause of a detected nonconformity or other undesirable situation and to prevent its recurrence.

0.14 Suspension

Temporary invalidation of certification, in whole or in part, due to failure to comply with certification requirements or terms of this Agreement.

0.15 Withdrawal

Permanent cancellation of certification by XDS, requiring cessation of all claims, references, and use of the certification and certification marks.

0.16 Certification Mark / Mark of Conformity

A protected mark issued and controlled by XDS indicating that a product is certified in accordance with specified certification requirements and conditions of use.

0.17 Misuse of Certification

Any incorrect, misleading, unauthorized, or improper reference to certification, certification marks, or certification status, including use outside the approved scope.

0.18 Complaint

An expression of dissatisfaction made by any person or organization related to the certified product, certification process, or certification decision, where a response is expected.

0.19 Appeal

A request by the Client for reconsideration of an adverse certification decision made by XDS.

0.20 Confidential Information

All information obtained or created during certification activities that is not publicly available, including technical, commercial, operational, and proprietary information.

0.21 Subcontractor

An external body or individual authorized by XDS to perform specific activities within the certification process under XDS control and responsibility.

0.22 Accreditation Body

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An authoritative body that formally recognizes XDS as competent to carry out certification activities in accordance with ISO/IEC 17065.

0.23 Regulatory Authority / Scheme Owner

A governmental or non-governmental body responsible for establishing technical regulations, certification schemes, or conformity assessment requirements applicable to the certified product.

0.24 Product

The item, material, equipment, or system submitted for certification, including its design, composition, manufacturing process, labelling, and packaging, as applicable.

These Terms and Conditions, together with any applicable proposal, estimate, or fee quotation, constitute the entire agreement between the Client and the XDS entity providing the services described therein. (ISO/IEC 17065 Cl. 4.1.2.1)

and take all necessary actions to maintain ongoing conformity with such revised requirements. (ISO/IEC 17065 Cl. 4.1.2.2 a)

ARTICLE 1: SCOPE OF CERTIFICATION

The Applicant agrees to define and declare the scope of certification at the application stage through the application form or any other application platform or medium as applicable, and thereby undertakes to comply with all the requirements of the applicable certification scheme(s), standards, and regulations relevant to the declared scope.

2.1.2. The Applicant shall ensure that all products manufactured, supplied, or distributed under the scope of certification continue to conform to the requirements of the applicable certification scheme(s), standards, technical regulations, and the specifications evaluated and approved by XDS. Products shall remain consistent with the samples or production units reviewed during the certification process and documented in the Certificate of Conformity, ensuring continued fulfilment of all applicable product requirements throughout production.

(ISO/IEC 17065 Cl. 4.1.2.2 b)

ARTICLE 2: RESPONSIBILITIES AND OBLIGATIONS

2.1 APPLICANT RESPONSIBILITIES AND OBLIGATIONS

The Applicant accepts and undertakes to:

2.1.1. Provide, maintain, and make available to XDS all documents, records, and information required for certification activities, including initial assessment, surveillance, re-certification, and post-certification activities, and implement and provide evidence of any changes to certification requirements communicated by XDS during and after the certification process. Implement, without undue delay, any changes to certification requirements, standards, schemes, or procedures communicated by XDS,

2.1.3. Make all necessary arrangements required by XDS to:

a. Conduct evaluation, surveillance, re-assessment, and other certification activities, including granting unrestricted access to all relevant locations, facilities, equipment, records, documentation, and information, as well as to the Applicant's personnel, clients, and subcontractors, as applicable. This includes access to subcontractor premises, subcontractor personnel, and subcontractor processes that are relevant to the certified product and certification scope. The Applicant shall ensure that all subcontractors

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- involved in activities affecting conformity are made available for audit, assessment, or surveillance when requested by XDS. Allow XDS access to all Applicant departments related to the applicable certification scheme, designate at least one responsible personnel to accompany XDS during audits, and ensure that all questions raised by the XDS within the scope of the application are adequately addressed. (ISO/IEC 17065 Cl. 4.1.2.2 c1)
- b. Make all necessary arrangements for the investigation of complaints. (ISO/IEC 17065 Cl. 4.1.2.2 c2)
- c. Accept the presence of observers from accreditation bodies, regulatory authorities, scheme owners, or XDS during audits whenever required. (ISO/IEC 17065 Cl. 4.1.2.2 c3)
- 2.1.4. Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, the applicant cannot make claims regarding certification which is not consistent with the scope of certification. (ISO/IEC 17065 Cl. 4.1.2.2 d)
- 2.1.5. Does not use its product certification in such a manner as to bring XDS into disrepute and does not make any statement regarding its product certification which XDS may consider misleading or unauthorized. (ISO/IEC 17065 Cl. 4.1.2.2 e)
- 2.1.6. In the event that certification is suspended, withdrawn, reduced, or terminated, the Applicant shall immediately cease all use of the XDS Mark of Certification, any references to the certification, and any related claims in all advertising, promotional materials, websites, product documentation, or other communication media. The Applicant shall also take all corrective actions or measures required by XDS to ensure compliance, including removal of marks, correction of misleading information, and confirmation of adherence to XDS instructions. XDS reserves the right to verify compliance with these requirements through audits, inspections, or requests for documentation. (ISO/IEC 17065 Cl. 4.1.2.2 f)
- 2.1.7. If applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme. (ISO/IEC 17065 Cl. 4.1.2.2 g)
- 2.1.8. In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of XDS or as specified by the certification scheme. (ISO/IEC 17065 Cl. 4.1.2.2 h)
- 2.1.9. Comply with all requirements specified in the applicable certification scheme regarding the use of the mark of conformity and the presentation of information related to certified products. This includes, but is not limited to, proper placement, reproduction, accuracy of claims, and consistency with the scope of certification, as defined by XDS and the relevant certification scheme. (ISO/IEC 17065 Cl. 4.1.2.2i)
- 2.1.10. The Applicant shall establish, maintain, and keep records of all complaints made known to it that relate to compliance with certification requirements. Such records shall be made available to XDS upon request. (ISO/IEC 17065 Cl. 4.1.2.2j)
- The Applicant shall take appropriate actions with respect to such complaints and any deficiencies identified in certified products that may affect conformity with certification requirements, (ISO/IEC 17065 Cl. 4.1.2.2 j1)
 - and shall document all actions taken, including investigations, corrective actions, and outcomes. (ISO/IEC 17065 Cl. 4.1.2.2 j2)
- 2.1.11. Inform XDS without undue delay of any changes that may affect the Applicant's ability to continue to comply with certification requirements. Such changes include, but are



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- not limited to, the following: (ISO/IEC 17065 Cl. 4.1.2.2 k)
- a. Legal, commercial, organizational status, or ownership of the Applicant.
 - b. Changes in organizational structure, management, or key personnel affecting certified products.
 - c. Modifications to the certified product, its design, composition, labelling, or production methods.
 - d. Changes to contact details, manufacturing locations, or production sites.
 - e. Significant changes to the quality management system or other systems relevant to conformity with certification requirements.
- 2.1.12. Bear responsibility for all complaints relating to certified products, whether received directly by the Applicant, reported to XDS, or communicated by the scheme owner. The Applicant shall bear all costs arising from such complaints, including but not limited to additional audits, retesting, or corrective actions.
- 2.1.13. The Applicant shall not disclose, distribute, or provide to any third party any reports, documents, or other information issued by XDS without the prior written authorization of XDS, except where disclosure is required by applicable law or permitted under the applicable certification scheme.
- 2.1.14. The Applicant shall, without undue delay, provide additional product samples upon request by the Certification Body when deemed necessary for evaluation, verification, surveillance, or investigation purposes. Such samples may include additional units from previously assessed samples or new samples identified by the Certification Body to verify continued conformity with certification requirements.
- 2.1.15. Bear cost of all financial requirements related with the certification process including the different Audits that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.
- 2.1.16. In the event of any modification, including reduction or alteration, to the scope of certification resulting from a decision by XDS following a surveillance or assessment activity, or arising from changes initiated by the Applicant that affect certification, the Applicant shall use only the most recent, updated, and approved scope of certification in all related activities. The Applicant shall not promote, reference, or claim any superseded or reduced scope of certification and shall promptly amend all official communications, publications, and advertising materials to accurately reflect the current approved scope of certification.
- 2.1.17. The Applicant shall not reproduce, copy, or otherwise duplicate the Certificate of Conformity in a manner that compromises its completeness, accuracy, or legibility, nor shall the Applicant alter, amend, or tamper with the original certificate or any copies thereof.
- 2.1.18. The Applicant shall not translate the Certificate of Conformity and/or any test reports into other languages without the prior review and written approval of XDS.
- 2.1.19. The Applicant acknowledges and agrees that, by executing QP05-FRM-02 – General Conditions for Certification Services, the Applicant is bound to comply with all requirements and obligations specified in the applicable technical regulations, certification schemes, and standards for which certification is sought or granted.

2.2 CERTIFICATION BODY RESPONSIBILITIES AND OBLIGATIONS

XDS is responsible for performing certification activities in accordance with ISO/IEC 17065, applicable certification schemes, and accreditation requirements.

- 2.2.1. Completing the various steps of the certification activities, including reassessment, assessment, issuance of certificate, surveillance and re certification.
- 2.2.2. Storing all information and documents according to confidentiality and security rules by its personnel and experts.
- 2.2.3. Assure that XDS personnel will not give any information and documents related to the

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Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

- 2.2.4. XDS shall inform the Applicant of the specific information relating to the Applicant that may be made publicly available by XDS through its website or other public communication channels. Such publicly available information may include, but is not limited to, the following:
- a. Applicant (Company) Name
 - b. Country
 - c. Scope of Certification
 - d. Type of Certification (process and/or product)
 - e. Certificate of Conformity number
 - f. Certificate issuance date and expiry date
 - g. Product listing, where applicable
 - h. Certification status (e.g., valid, suspended, withdrawn).

ARTICLE 3: FEES

The applicant shall pay the certification body fees as defined in the current schedule produced by the certification body. In case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals. Payment is to be made prior to certificate issuance, unless separately agreed with XDS.

ARTICLE 4: VALIDITY OF CONTRACT

This Certification Agreement shall become effective upon the Client's execution of QP05-FRM-02 – General Conditions for Certification Services, which constitutes the Client's acknowledgement and acceptance of, and adherence to, the Certification Agreement. The Agreement shall remain valid until the expiry of the Certificate of Conformity issued by XDS.

ARTICLE 5: LIMITATION OF LIABILITY AND INDEMNITY OF CERTIFICATION BODY

- 5.1 XDS shall exercise due care, skill, and professionalism in the performance of the certification services and shall be responsible only in cases of proven gross negligence or willful misconduct.
- 5.2 Nothing in these Terms and Conditions shall exclude or limit the liability of XDS for death or personal injury, fraud, or any other liability that cannot be excluded or limited under applicable law.
- 5.3 To the maximum extent permitted by applicable law, the total aggregate liability of XDS to the Client for any claim, loss, damage, or expense arising out of or in connection with the certification services, whether in contract, tort, or otherwise, shall be limited, in respect of any single event or series of connected events, to an amount equal to the fees paid by the Client to the Certification Body under this Agreement. This limitation of liability shall apply for a period of one (1) year from the date on which XDS completes the relevant certification services.
- 5.4 XDS shall not be liable to the Client for:
- a. Any loss, damage, or expense arising from:
 - i. the Client's failure to comply with its obligations under this Agreement.
 - ii. any actions taken or not taken by the Client based on reports, certificates, or certification decisions issued by XDS; or
 - iii. inaccurate, incomplete, unclear, misleading, or false information or documentation provided by the Client to XDS.
 - b. Any loss of profits, production, business, revenue, opportunity, contracts, goodwill, reputation, anticipated savings, or any costs incurred in connection with product recalls, business interruption, or loss mitigation; or
 - c. Any indirect, incidental, or consequential loss or damage of any nature, whether or not foreseeable.

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ARTICLE 6: CONFIDENTIALITY

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this Agreement.

Both parties agree that all Information received by the any recipient party prior to or during the term of this Agreement will be treated as confidential and not to be disclosed to any third party unless it is required by law. In case of obligation to disclose information to any third party, it is the responsibility of the parties disclosing information to inform another party to understand reason for disclosure.

ARTICLE 7: NOTICES

Any notices under this Agreement must be in writing and sent officially by email.

Any amendments or additions to this Agreement must be made in writing.

If any provision of this Agreement is or becomes invalid, the validity of the remaining provisions shall not be affected.

ARTICLE 8: GOVERNANCE

This Agreement shall be governed and construed in accordance with the applicable laws in the issuing office of XDS.

ARTICLE 9: DISPUTES

Any dispute arising out of or in connection with this Agreement shall be resolved in good faith through direct discussion between the Client and XDS. Both Parties agree to make reasonable efforts to reach a mutually acceptable solution before taking any further action.

ARTICLE 10: SURVEILLANCE

The Certification Body may conduct post-market surveillance of the Applicant to verify compliance with applicable obligations, as required by the relevant

certification scheme. To facilitate this, the Applicant agrees to:

- Keep production samples of the certified product available for at least one year after the last production date. These may be requested at any time for surveillance testing.
- Allow on-site surveillance visits by XDS at least once per year during the validity of the certification, in accordance with the tests and frequencies specified in the applicable schemes and standards.
- Comply with XDS's determination of where product tests are performed either at the Applicant's facilities or at an external laboratory.

10.1 Applicant Obligations During Surveillance

During surveillance, the Applicant shall:

a) Provide samples of the product according to the sampling plan specified by XDS or applicable standards.

b) Send samples to an external laboratory if required and bear the related costs.

c) Make available all relevant documents to XDS and its auditors, including:

- Records of complaints and corresponding responses
- Records of corrective actions taken
- Organizational, document, and process/plant changes since the previous audit

10.2 Refusal or Non-Compliance

If the Applicant refuses access to auditors or the required testing of samples without valid reasons, the certification may be suspended.

10.3 Focus Areas During Surveillance

XDS will consider the following during surveillance visits:

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- Closure of non-conformities raised during the initial certification audits (Pre-Assessment and Actual Assessment)
- Organizational, document, or process/plant changes since the previous audit
- Complaints or appeals raised against the Applicant

10.4 Corrective Actions and Decisions

Corrective actions identified during surveillance follow the same evaluation, review, and decision process as initial certification audits.

XDS communicates the results and decisions to the Applicant (through Client Relations Department) within 10 working days of completing corrective actions.

If surveillance results indicate the certification cannot be maintained, XDS will notify the Applicant, specify pending non-conformities and set a maximum 60-day period to resolve them.

Failure to address non-conformities within the specified period will lead to suspension or withdrawal of certification. Certification cannot be reinstated until all critical non-conformities are fully resolved.

10.5 Supplementary Audits

XDS may conduct supplementary surveillance audits at intervals of less than 12 months if critical non-conformities are identified. These audits will be charged according to the prevailing price list.

Supplementary audits may also be conducted if XDS receives complaints, notifications from accreditation bodies, or other doubts regarding product conformity or reliability. Auditors from other accreditation bodies may accompany XDS auditors, and the Applicant cannot object to their presence.

Such supplementary visits may be unannounced. Costs of sampling, testing, and audits are always borne by the Applicant.

Refusal to allow these verifications will result in immediate suspension of certification.

ARTICLE 11: CHANGES AFFECTING CERTIFICATION

In the case changes affecting certification occur from client side, client is obliged to immediately inform certification body on any of the below mentioned changes:

- Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system controlled by the specific certification program.
- Change or modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
- Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.

ARTICLE 12: COMPLAINTS HANDLING BY APPLICANT

- 12.1 The applicant shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the certificate.
- 12.2 The applicant shall take appropriate action with to respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The applicant shall keep records of such action.
- 12.3 Furthermore, applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for XDS review at each assessment, surveillance, or reassessment visit.

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12.4 In addition, if any complaint is received by client of XDS client or any interested party where it is necessary to visit the client premises then client shall make all necessary arrangements and demonstrate the actions taken on such complaints.

ARTICLE 13: PUBLICITY

The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

Among other methods, the certification body will publicize its authorization of certifying compliance of applicant's product(s) to an applicable standard at the XDS' website or remove such authorization from such website upon cancellation of this agreement.

ARTICLE 14: SUSPENSION/WITHDRAWAL/CANCELLATION OF CERTIFICATE

Certification body can revoke the certificate in case of failing to comply with this agreement and its terms and conditions and the terms of certification body. The certification body can notify the applicant that it is withdrawing the certificate at any time after its issue.

ARTICLE 15: SUBCONTRACTING

The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification body. XDS shall inform the client in cases where subcontractor is utilized in the conformity assessment procedures.

ARTICLE 16: EXPIRATION PERIOD FOR PENDING APPLICATIONS

The applicant agrees that applications for certification that are pending for more than 180 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been

closed, it agrees to submit an entire application package with fees applicable to a new application.

Furthermore, a specific period is allowed for taking actions on non-conformances of certification/surveillance/recertification audit as following:

- 90 Days for corrective actions in conformity assessment
- 60 Days for corrective actions for surveillance/re-certification assessment.
- 60 Days for suspension of certificate (with one final extension to 30 days if applicant provides justification for extension subject to XDS' review and approval)
- Total of 90 Days period for surveillance and recertification for the relevant corrective actions provided by the applicant.

ARTICLE 17: AUTHORIZATION

Applicant hereby gives the permission to XDS and its staff to perform audit for all required departments and agrees to fulfil payment of all related cost for the certification process, and XDS may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification agreement.

ARTICLE 18: CONTROL THE USE OF CERTIFICATION MARK

The applicant acknowledges, recognizes and accepts terms and conditions for the use of Mark of Conformity including specifications, types of breach, misuse of certification license, disciplinary actions and liabilities, and the procedure of control on the use of XDS License, Certificate, and Mark of Conformity available on XDS website/publicly available information.