

AGENCY SERVICES SERVICE TERMS

These Service Terms shall govern Agency Services performed by UL Contracting Party (“we”, “our”, or “us” as the context requires) as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). These Service Terms and the terms of the UL Japan Inc. Services Agreement (“JSA”) are incorporated by reference into and are an integral part of each Service Agreement for Agency Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the JSA.

- 1. Scope of Service/Agency Authorization.** You authorize us to act as your agent to apply for certification from a third party certifier and we agree to perform such Agency Services for you. You authorize us to: (i) sign third-party certifiers’ applications, contracts and other documents relating to obtaining third-party certification on behalf of Client; (ii) receive correspondence, including invoices and test results from third-party certifiers on your behalf; and (iii) pay invoices of third-party certifiers on your behalf. The specific services that you request us to provide shall be set forth in individual Quotations or Project Confirmations.
- 2. Fees.** The Quotation or Project Confirmation will establish the price for our Services. The Quotation or Project Confirmation will include the price of the certification by the third-party certifier and any testing by the third-party certifier. The Quotation or Project Confirmation is subject to change at our discretion, upon reasonable notice to you. We may require a preliminary deposit before beginning services. Invoices are due and payable in accordance with the terms of the JSA. You shall pay the full amount of our invoices regardless of the result of our application to obtain certification from a third-party certifier. We shall not pay the third-party certifier until you have paid us, unless otherwise arranged between us and the third-party certifier. You shall remain liable for all unpaid invoices from the third-party certifiers notwithstanding that it has designated us to receive and pay invoices.
- 3. No Opinion and No Guarantee.** You agree that we are not providing any opinions or findings regarding whether we will be issued a certification by the third-party certifier. You understand that we cannot guarantee you will receive any certification and that the final certification decision is made by the third-party certifier. If any non-conformities are found by the third-party certifier, we will notify you. Non-conformities may result in the need for us to provide you with a Quotation for additional Services in order to seek certification.
- 4. Confidentiality.** The terms of the JSA notwithstanding, you authorize us to disclose your information to the third-party certifier(s) from whom we will seek certification as well as any agent or local representative that we designate. You authorize us to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations if necessary for the performance of the Agency Services. You acknowledge that we cannot guarantee the privacy and confidentiality of such transmissions and agree that we shall not be liable for any damages resulting from such transmissions.
- 5. Use of Names and Marks.** Agency Services shall not result in product safety certification of any product by UL Contracting Party, or any other UL Company, or any

authorization to use our Marks. Except as otherwise expressly authorized by us, you shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to UL Contracting Party, or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

6. **Independent Contractor.** We are an independent contractor to you. The parties intend that nothing in any Service Agreement for Agency Services shall be construed as creating an employment relationship, joint venture or other business group or concerted action.
7. **Client Responsibilities.** Agency Services is based and quoted assuming certain Client responsibilities, as defined below, are met. If any of the Client Responsibilities are not met, we may be unable to fully perform the Agency Services, the Agency Services may not be accurate or complete, and you may incur additional costs. Client's Responsibilities are to promptly:
 - A. If requested by us, supply us with the identical model for evaluation (Sample) as was previously tested and listed on the test report;
 - B. Provide us with accurate and complete documentation including but not limited to: forms, data, signatures, and applications (Client Documentation);
 - C. Approve expenses associated with the certification, such as factory inspections (including travel & living), annual maintenance fees, and renewal fees;
 - D. Ensure manuals, labels and/or packaging is provided in accordance with the certification scheme;
 - E. Notify us or the certification body if any changes occur which affect any items listed on the certificate and/or test report. Any product changes may result in a new Agency Services and you may incur additional costs;
 - F. Pay customs clearance and shipping fees for Sample
 - G. Pay document related notary, apostille, stamp, chop, copying, and/or shipping expenses.
 - H. Where legal in-country representation is required, you shall promptly identify a local representative or agent in accordance with the certification scheme and complete the necessary paperwork that we require to notify us of the scope of this engagement and authorize us to work with your agent or local representative.
8. **BIS CRS Program Restrictions.** Under no circumstance will these Agency Services Service Terms apply to any service provided by a UL Contracting Party related to the BIS CRS program/India Market Access program.