

CERTIFICATION AGREEMENT

This Agreement is concluded between

GERMAN CERTIFICATION BODY LLC, Norashen 25, Shop 141, Ajapnyak, 0097 Yerevan,
Republic of Armenia, represented by Gevorg Tovmasyan

(herein after referred as “**Certification Body**”);

and

TESTCOMPANY

TESTstr.

0000 TEST_City

TEST_Country

represented by TEST_director

(herein after referred as “**Client**”)

Hereinafter, Certification Body and Client are jointly referred to as the “Parties” and/or individually as “Party”.

The Parties mutually and expressly recognize their legal capacity to execute this Certification Agreement (hereinafter, the “Agreement”), pursuant to the terms and conditions provided herein.

1. PREAMBLE

1.1 Certification Body is accredited by ARMNAB National Accreditation Body of the Republic of Armenia (hereinafter referred as “ARMNAB”).

1.2 In order to be considered for Certification, Client has submitted a Certification application to Certification Body.

1.3 Evaluation conducted by Certification Body is based on:

- a) Certification Body’s policies including Certification Procedure and other relevant policies and procedures; and/or

b) ISO Standards (hereinafter, the “ISO Management Systems”); and/or

c) other applicable Standards, specified requirements or laws.

1.4 Provisions of Certification Body’s Certification Procedure, Certification Scheme and/or the ISO Management System are fully applicable to the relationship between Certification Body and Client.

1.5 Certification Body provides Certification services under Certification Mark (hereinafter referred as “Certification Mark”) for products, services and processes, and/or ISO Management Systems, provided that those products, services and processes of Client meet Certification Requirement of applicable Standards, laws and Certification Schemes and/or ISO Management Systems.

The Parties agree that this Certification Agreement and the following terms and conditions shall govern all contractual relations.

2. TERMS AND DEFINITIONS

The Parties hereby agree that the following definitions shall apply:

2.1 Certification Body

conformity assessment body operating Certification Schemes, granting Certification for Management Systems, and issuing Certificates. In this document, the term is related to the GERMAN CERTIFICATION BODY LLC, Norashen 25, Shop 141, Ajapnyak, 0097 Yerevan, Republic of Armenia.

2.2 Client or Applicant

organization or entity that is subject to Certification and which is responsible to Certification Body for ensuring that Certification Requirement are met.

2.3 Auditor

person employed or contractually engaged by and/or with Certification Body that performs Evaluation activities.

2.4 Accreditation Authority

governmental agency on national level authorized to grant accreditation, supervising regulatory compliance of Certification Body and Certification services.

2.5 Certification Object

Client's product, service or process or ISO Management System for which Certification is sought.

2.6 Certification Process

set of interrelated or interacting activities that are done by Certification Body or Client during Certification procedure.

2.7 Certification Scheme

Certification system related to specified products, processes or services to which the same specified Requirement, specific rules and procedures apply.

2.8 Certification Requirement

criteria against which a Certification (conformity assessment) is performed.

2.9 Evaluation Conclusions

documented report prepared by Auditor or Audit Team which is based on Evaluation findings and information obtained during Evaluation.

2.10 Certificate of Conformity

document signed and issued under the procedures of Certification Body recognizing that Certification Object is in conformity with the relevant ISO Management System, Certification Scheme and/or applicable law.

2.11 Certification Mark

unregistered and/or registered trademarks used to identify products, services and processes or Management Systems for which Certification was granted.

2.12 Management System

any Management System certified by Certification Body, e.g. ISO 9001, ISO 14001, ISO 27001 or ISO 45001.

3. PURPOSE OF THIS AGREEMENT

3.1 The purpose of this Agreement is to govern the rights and obligations of the Parties during Certification Process and during period of validity of this Agreement and/or Certification.

3.2 Entering into this Agreement does not guarantee that Certification Body will grant Certificate of Conformity to Client. Only if Certification Object or Management System meets all Certification Requirement, Client will be granted with Certificate of Conformity and with license to use Certification Mark for Certification Object and/or ISO Management System. The right to use Certification Mark by Client shall be governed by Certification Mark Licensing Agreement, which is separately concluded by the Parties.

3.3 If Certification Body decides not to grant Certificate of Conformity to Client in relation to Certification Object and/or ISO Management System, Certification Body shall provide rationale of its decision.

4. APPLICATION FOR CERTIFICATION AND APPLICATION TERMS

4.1 Filing application for Certification

4.1.1 Certification proceedings were initiated by Client.

4.1.2 Client has filed written application seeking from Certification Body issuance of Certificate of Conformity in relation to product, service, process or ISO Management System and wants to demonstrate that Certification Requirement are fulfilled.

4.1.3 Client has specified product, service, process, or ISO Management System, and if applicable, Certification Scheme was selected.

4.1.4 Client is obliged to provide other information required by Certification Body and Certification Body is entitled to request additional documentation, explanation and any other information deemed relevant in any stage of Certification.

4.2 Application Review and acceptance

4.2.1 Certification Body shall Review application for Certification and decide to accept or decline application based on information obtained from Client.

4.2.2 Certification Body may decide to deny Certification application or to terminate Agreement already concluded with Client if fundamental reasons exist, including but not limited to:

- a) Applicant is participating in illegal activities;
- b) Applicant is having history of repeated non-compliance with Certification and/or product, service or process Requirement;
- c) similar Client-related issues.

4.2.3 If application Review turned out positive, Certification Body shall accept application and provide Client with listing of applicable fees for further acceptance and issue invoice to Client with payment deadline of fourteen days from date of invoice.

4.2.4 Payment is due in advance for three years. The Client may choose payment in installments and pay every year in advance for one year, or on a monthly basis. The parties agree that in case of payment delays, installment payments end. This means, if Client fails to pay one installment within fourteen days from date of invoice, the full amount for three years or the remaining amount is due instantly and at ones.

4.2.5 If no payment was made within fourteen days from day of first invoice, Certification Body shall have the right to terminate this Agreement.

4.2.6 Certification Body shall not be obliged to undertake any action in regards to Certification before payment has been made.

4.2.7 After application is filed, fees and payment details are agreed on and/or paid, Certification Body shall start Certification Process.

4.2.8 Any amount paid by Client shall not be refundable.

5. PLANNING EVALUATION

5.1 Evaluation plan

5.1.1 Prior to Evaluation, Certification Body shall develop Evaluation plan identifying Evaluation activity to be taken to demonstrate compliance of Certification Object with Certification Requirement of selected Certification Scheme, ISO Management System or other

normative documents. Evaluation plan shall include all necessary information and parameters for conducting Evaluation.

5.1.2 Evaluation plan may define Evaluation objectives, criteria, scope (including identification of Certification Object), dates, sites and expected duration of Evaluation activities, roles and responsibilities of Auditors or Audit Team members and accompanying persons.

5.1.3 Parameters for preparing Evaluation plan are defined by relevant Certification Scheme or ISO Management System and Certification Body's Certification Procedure. These parameters may include but are not limited to the size of Client, Certification Object's characteristics, relevant external and internal issues, information security and confidentiality requirement, scope and complexity of Certification Object, Evaluation methods and results of any previous Evaluations.

5.1.4 Certification Body shall always decide on Evaluation duration based on Requirement of relevant Certification Scheme, ISO Management System or Certification Procedure.

5.1.5 Certification Body shall communicate and agree exact dates of Evaluation with Client in advance.

5.2 Auditors

5.2.1 Evaluation shall be conducted by Auditors employed or engaged on contractual basis by Certification Body.

5.2.2 Certification Body shall consider the competence and impartiality of Auditors and overall Certification Process. Auditors or Audit Team shall be composed in manner taking into account Evaluation objectives, scope, criteria, estimated Evaluation duration, language, Certification Requirement, the overall competence of Auditors or Audit Team needed to achieve the objectives of Evaluation, etc.

5.2.3 Client shall not have right to object assignation of specific Auditor for conducting Evaluation unless there are grounds provided in Certification Body's Management of Impartiality Policy or Certification Procedure.

5.2.4 If assignation of specific Auditor has been objected by Client, Certification Body shall make decision about objection within fourteen days from the day of receipt of objection.

5.2.5 If objection is accepted and Auditor has to be exempted from Evaluation, Certification Body shall appoint new Auditor.

5.2.6 Certification Body reserves the right to change Auditor in order to ensure independence and impartiality, or if due to unforeseen circumstances, it cannot ensure that designated Auditor is available.

5.2.7 Apart from Auditors, other persons may participate in Evaluation or have certain roles as provided by Certification Procedure. This may include Auditor trainees, technical experts, observers, guides, translators, members of Accreditation Authority etc. Client shall make all necessary arrangements for participation of these persons.

6. CONDUCTING EVALUATION AND REVIEW

6.1 Certification Body agrees to perform Evaluation and Review of Certification Object in regards to Certification Requirement.

6.2 Client acknowledges and agrees that Evaluation of product, service, process or ISO Management System is essential for Certification Process and stipulate that it will make all necessary arrangements for examination of documentation and records, and grant access to relevant equipment, locations, areas, personnel, and Client's subcontractors. Client understands and agrees that Certification Body evaluates Certification Object based on information and documentation provided and/or submitted by Client.

6.3 Evaluation shall start with opening meeting and finish with closing meeting. Opening and closing meetings and Evaluation (Audits) may be conducted via electronic means such as video conferencing systems.

6.4 The purpose of opening meeting is to provide a short explanation of how Evaluation activities will be undertaken, confirm Evaluation plan, scope and method, establish communication, enable participants to introduce themselves, encourage co-operation, confirm reporting arrangements, etc.

6.5 Evidence relevant for Evaluation shall be obtained by appropriate sampling, through interviews, observation of products, services and processes, Review of documentation and records and other appropriate means depending on Certification Scheme selected and/or ISO Management System Requirement. Information must be verified to become Evaluation evidence.

6.6 If nonconformity is identified during Evaluation, findings shall be recorded and shall include objective evidence on nonconformity. Auditor shall discuss nonconformity with Client in order to ensure that evidence of nonconformity is proper and that Client understands nonconformity, but shall not suggest solution for nonconformity.

6.7 Evaluation Conclusion shall be prepared by Auditor or Audit Team and shall be based on Evaluation findings and information obtained during Evaluation.

6.8 During Evaluation Conclusion, Auditor shall assess every aspect of Certification Object and shall provide expert report whether or not service or product is in conformity with Certification Requirement.

6.9 Evaluation Conclusion shall be presented to Client in closing meeting in a manner which ensures that Client understand Conclusion. Evaluation Conclusion shall include Auditor's recommendation for Certification Decision.

6.10 After Evaluation Conclusion have been presented to Client, Auditor shall submit Evaluation and documented Evidence to Certification Body. Person or committee appointed by Certification Body shall carry out Review of Evaluation. Auditor or Audit Team shall not be involved in Review. After Review is completed, person or committee to which Review was assigned shall provide Certification Body with recommendation for Certification Decision.

7. CERTIFICATION DECISION

7.1 General

7.1.1 Certification Decision shall be sole responsibility of Certification Body.

7.1.2 Certification Decision shall be taken by one or more employees of Certification Body and shall be based on all information obtained during Evaluation and Review.

7.1.3 Employee authorized for adopting Certification Decision and granting, suspending or restoring Certification, withdrawing Certification or renewing Certification shall not be the same person who carried out Evaluation.

7.1.4 Review and Certification Decision may be completed concurrently by the same person.

7.1.5 If Certification is granted, Certification Body shall inform Client and issue a Certificate of Conformity and Parties shall enter into Certification Mark Licensing Agreement.

7.1.6 By granting Certification, Certification Body does not guarantee or warrant to Client or third parties the quality or performance of Certification Object or Management System or its compliance with applicable legal requirements.

7.1.7 If Certification is granted, Certification Object shall be added on the listing of certified products, services and processes or Management Systems (hereinafter “Certification Directory”) of Certification Body. Certification Directory shall be available through Certification Body and shall contain executive summary of Evaluation report besides Certificate of Conformity.

7.2 Maintaining Certification – Surveillance activities and Remedial Actions

7.2.1 After Certificate of Conformity is granted, Client shall be responsible for maintaining and safeguarding Certification Object compliance with Certification Requirement.

7.2.2 If Certification applies to ongoing production, certified product shall continue to fulfil product requirement.

7.2.3 Certificate of Conformity shall remain in force and effect for three years if Client maintains Certification Requirement and respect all obligations from this Agreement, timely pays the fees, and Certification Body does not decide to suspend or terminate Certification.

7.2.4 Client’s ongoing compliance with Certification Requirement shall be verified by Certification Body through surveillance activities. Surveillance activities shall take place once a year during two years of Surveillance cycle. In third year, Re-Certification shall take place.

7.2.5 If nonconformity has been found during surveillance activities, Certification Body shall have right to Remedial Action and shall act according to Certification policies and this Agreement including possibility to suspend or withdraw Certification, request proof of correction and corrective action, etc.

7.2.6 Remedial Actions may include but are not limited to:

- a) requiring from Client to comply with Certification Requirement, applicable statutes, rules or regulations, and at its own expense, undertake corrective action and ensure that Certification Object complies with Certification Requirement;
- b) issue warnings;

- c) imposing an increased control frequency of Client in regard to certified product, service, process, or ISO Management System which cost will be borne by Client.
- d) giving notice of nonconformity to general public;
- e) suspension or revocation of Certificate of Conformity and license to use Certification Mark;
- f) termination of Certification Agreement and Certification Mark Licensing Agreement;
- g) requiring from Client to remove Certification Mark for nonconforming product, service, process or ISO Management System;
- h) other necessary actions deemed appropriate by Certification Body.

7.3 Re-Certification

7.3.1 The purpose of Re-Certification Evaluation is to confirm that Certification Requirement is continuously fulfilled so that Certification may be extended for next Certification cycle.

7.3.2 Re-Certification Evaluation shall take place before Certification expiry date and ensure that Re-Certification Decision is adopted before Certification is expired.

7.3.3 If Re-Certification showed that Certification Object continuously fulfils Certification Requirement, Re-Certification Decision shall be issued to Client. Re-Certification period of three years shall start on day of expiration of pervious (Re-)Certification cycle.

7.3.4 If Re-Certification is not granted, Certification loses its validity.

7.3.5 If Client demonstrate fulfilment of Certification Requirement within six months after Certification lost its validity, Certification Body may restore Certification. In such cases Re-Certification shall be deemed to have started on the day of expiration of previous Certification cycle and not from the day of restoration.

7.4 Changes affecting Certification

7.4.1 Revision or withdraw of Certification

7.4.1.1 Certification Body reserves the right, upon notice to Client, to revise or withdraw Certification, in order to maintain compliance with Certification Scheme, ISO Management System and applicable laws or Standards governing Certification Process.

7.4.1.2 Any amendments of applicable policies, Standards, Certification Schemes, ISO Management System or if significant changes in actual or legal conditions have occurred shall be communicated by Certification Body to Client.

7.4.1.3 Client shall accept on basis of Certification Agreement to implement changes in timeframe provided by applicable policies, Standards, Certification Schemes, or ISO Management Systems.

7.4.1.4 In case of revision of Certification, Certification Body shall provide a notice specifying a deadline for implementation of changes on basis of applicable policies, Standards, Certification Schemes, or ISO Management Systems.

7.4.1.5 If timeframe for implementation of changes has not been provided by applicable policies, Standards, Certification Schemes, or ISO Management Systems, changes shall be implemented immediately or in reasonable time if immediate implementation is not possible.

7.4.1.6 If Certification Requirement is revised, Client shall prove compliance of Certification Object with revised Certification Requirement. Otherwise, the right to use Certificate of Conformity and Certification Mark shall be revoked.

7.4.1.7 Certification Body is entitled to take any action or activity necessary for implementation of changes and verification that implementation has been successful. If necessary, Certification Body and Client shall enter into contractual Agreement for implementation of changes.

7.4.1.8 If Certification is withdrawn, Client's right to use Certificate of Conformity and Certification Mark for the product, service, process or ISO Management System shall terminate pursuant to the terms of this Agreement.

7.4.2 Changes introduced by Client

7.4.2.1 Certification Body shall consider all changes affecting Certification including changes initiated by Client.

7.4.2.2 Client has to obtain approval of Certification Body prior to make changes or modifications that may influence Conformity of Certification Object with Certification Requirement.

7.5 Quality control and complaints

7.5.1 Client warrants that it has established and maintains quality control in order to ensure compliance of Certification Object with Certification Requirement and Certification Agreement.

7.5.2 Client warrants that it has established and maintains records of third party complaints that relate to compliance of Certification Object with Certification Requirement.

7.5.3 Client shall take appropriate action in relation to complaints and document actions.

7.5.4 After Certification is granted, Client shall keep records and documents in relation to complaints or quality control at least three years from date complaint was filed or quality control has occurred.

8. TERMINATION, REDUCTION, SUSPENSION OR WITHDRAW OF CERTIFICATION

8.1 General

8.1.1 If Client is in breach of any clause, condition or obligation of this Agreement, Certification Mark Licensing Agreement, Certification Scheme, ISO Management System or other legally binding document, Certification Body may issue on its sole discretion a letter of termination, reduction, suspension, continuation under conditions specified by Certification Body or withdraw Certification.

8.2.1 Certification Body may inform Accreditation Body about measures taken and about termination, continuation, reduction, suspension or withdraw of Certification.

8.2 Suspension

8.2.1 Certification Body may issue letter of suspension if Client fails to comply with Certification Requirement and if nature of breach in opinion of Certification Body requires suspension.

8.2.2 Certification Body shall be entitled to suspend Certification in other cases than those provided as examples in this Agreement, Certification Scheme, ISO Management System or other legally binding document if nature of breach of Certification Requirement, in opinion of Certification Body, can be remedied but it requires suspension before such remedy encounters.

8.2.3 If Certification is suspended, Client's Certification becomes temporarily invalid.

8.2.4 During period of suspension, Client shall not make misleading claims and shall advise relevant existing or potential customers and business partners regarding status of Certification, and cease to use Certification Mark from date of notification of suspension.

8.2.5 Competent person shall be assigned by Certification Body to communicate to Client correction and corrective actions that need to be taken to end suspension and restore Certification for product, service, process or ISO Management System.

8.2.6 Suspended Certification shall be restored if cause of suspension has been resolved within six months after suspension.

8.2.7 Certification Body shall terminate Certification if Client fails to take corrective actions and resolve cause of suspension within provided timeframe.

8.3. Term

8.3.1 This Agreement is concluded for an initial Term of three years. Each party shall give written notice to the other party at least six months before expiration of the Term or any Renewal-Term (three-years period).

8.3.2 If neither party terminates this Agreement at least six months before expiration of the Term or any Renewal-Term, it automatically renews for one Renewal-Term. Automatic renewal continues for an unlimited number of Renewal-Terms, as long as no party exercises its right to termination.

8.3.3 If one party gives notice to the other party less than six months before expiration of a Term or any Renewal-Term, the notice shall be deemed to become valid on the end of the following Renewal-Term.

8.3.4 Certification Body may terminate this Agreement with immediate effect, without prejudice to any other rights or remedies, if any of the following events occur:

- a) Client has not paid fees of Certification Body;
- b) in event of starting bankruptcy proceedings, or voluntary or involuntary liquidation of Client;
- c) if Client rejects to cooperate with Certification Body in process of Evaluation, Re-Evaluation, Certification or Re-Certification;

- d) in case of misuse, misstatement or any other use by Client which would negatively affect Certificate of Conformity or Certification Mark, whether intentionally or unintentionally;
- e) in case of fraudulent practice of Client in relation to certified products, services, processes or ISO Management System or in case of fraudulent practice of Client which is not in relation to the certified products, services, processes or ISO Management System but also affects reputation of Certification Body or Certification Mark.

8.3.5 Fees of Certification Body shall be paid regardless of termination until expiry of Term or Renewal-Term.

9. TRANSFER OF AGREEMENT TO ANOTHER CERTIFICATION BODY

9.1 Transfer of Agreement is a process that shall allow Client to continue Certification with another Certification Body in case of a Force Majeure Event, for example a war in the country of legal residence of Certification Body.

9.2 Transfer of Agreement from Certification Body to another Certification Body shall be possible after the majority of shareholders of Certification Body made such decision, but only in case of a Force Majeure Event. A Force Majeure Event means any event, or a series of related events, that is outside the reasonable control of Certification Body, including but not limited to failures of the internet, or any public telecommunications network, power failures, industrial or legal disputes, changes to law, disasters, explosions, floods, riots, pandemics, terrorist attacks and wars or if accreditation of Certification Body has been suspended or withdrawn.

9.3 Certification Body has the exclusive right to choose a new Certification Body for Client and transfer this entire Agreement, including all rights and obligations of Client, to the new Certification Body, in particular to any new Certification Body controlled by the same shareholders incorporated in another country in which the Force Majeure Event does not take place. The Client hereby agrees to such transfer of Agreement.

9.4 Transfer of Certification to another Certification Body is free of charge for the Client but shall not assume any monetary or non-monetary obligation of Certification Body in relation to the transfer.

9.5 If transfer of Agreement occurs, Client shall not be entitled to any reimbursement of any fees paid to Certification Body, damages or punitive damages.

10. RECORDS

10.1 Certification Body retains records of Client. Certification Body will keep documentation complete, comprehensible and up to-date.

10.2 Retention period is validity of Certification plus one full Certification cycle, unless longer periods are required by Certification Scheme, ISO Management System or applicable law.

11. INDEMNIFICATION AND LIABILITY

11.1 Indemnification

11.1.1 Client warrants that it will indemnify Certification Body against any liability, loss, or damage (monetary or non-monetary) from claims, demands, costs (including legal fees), or judgments arising out of any negligent, intentional or any other acts of itself. In this sense, Client shall defend and indemnify Certification Body from any acts of its employees, freelancers and/or subcontractors.

11.1.2 Client warrants that it will defend Certification Body against any claims, actions or suits brought by third parties arising from breach of any representations, warranties or obligations, and usage of Certification or Certification Mark as set forth in this Agreement or Certification Mark Licensing Agreement.

11.1.3 Notwithstanding anything herein or in any other Agreement to the contrary, Certification Body shall have any obligation to indemnify Client in connection with any matter related to or arising out of this Agreement.

11.2 Limitation of liability of Certification Body

11.2.1 For any direct or indirect, punitive, or consequential damages, or any other claims, which may arise because of providing certified products, services or processes, or use of ISO Management System by Client, Certification Body will not, under any circumstances, be liable to Client or any third party.

11.2.2 For any damage or any other claim of third parties that arise from providing certified products, services or processes, or use of ISO Management System by Client, liability shall be exclusively on Client.

11.2.3 Certification Body shall not have any liability as a result of any decision to grant or not to grant Certificate of Conformity to Client or any other action taken according to this Agreement and Certification.

12. CONFIDENTIALITY AND IMPARTIALITY

12.1 Certification Body and Client shall not disclose any confidential and/or proprietary information obtained or created during the performance of Agreement.

12.2 Non-disclosure obligation shall not apply if information is:

- a) requested by Accreditation Authority, court or other competent public authority, in which case the information may be disclosed only to such authority;
- b) is already published or made available in other way to the public or generally known.

12.3 All persons participating in Certification Process, both on behalf of Certification Body and of Client, shall keep all information that is disclosed during Certification Process strictly confidential.

12.4 Employees of Certification Body shall be impartial and comply with Management of Impartiality Policy.

12.5 Certification Body and Client shall be responsible for breach of impartiality or confidentiality provisions by the legal entity or by its employees, or third parties acting on their behalf (subcontractors, etc.).

13. NO ASSIGNMENT

13.1 Rights granted to Client by virtue of this Certification Agreement cannot be assigned to or acquired by any other natural or legal person without Certification Body's prior written authorization.

13.2 By exception, rights of Client under this Certification Agreement may be subject of assignment or delegation arising from internal reorganization of Client. This include but is not limited to mergers and acquisitions of Client, its parent company or affiliates.

13.3 Client shall notify Certification Body in writing about intended assignation, but Certification Body shall have the discretional power to decide whether it will accept assignation.

13.4 After Client's notification, Certification Body may ask for additional information and explanations from Client and assignee before making a final decision.

13.5 If additional information and explanation are not provided or are not provided in timeframe requested, Certification Body shall reject the assignation.

13.6 If rights from this Certification Agreement are delegated or assigned to third party, Certification Body shall consider Client to be the sole point of contact for all matters related to this Certification Agreement.

14. ADMINISTRATIVE PROVISIONS

14.1 Notices

14.1.1 Each and every notice and communication between the parties in relation to this Agreement and Certification Process shall be made in writing, including delivery by electronic means (e.g. e-mail, SaaS application or download).

14.1.2 The sending party shall secure proof of sending or proof that the receiving party has received notice or communication.

14.2 Subpoena and court order

14.2.1 If Certification Body is served with a subpoena, court order or similar document requesting disclosure of confidential or proprietary information of Client, which was supplied to Certification Body during Certification Process, Certification Body shall immediately notify Client, if permitted by applicable law.

14.2.2 Client may choose to contest the request of court or authority if permitted by law, and Certification Body shall cooperate with Client in order to do so.

14.2.3 The responsibility for contesting the request shall rest solely with Client.

14.2.4 If Client decides not to contest the request or if contest of the request by Client was not successful, Certification Body will provide requested information.

14.2.5 Any costs incurred by Certification Body in responding to request, including attorney's fees, shall be reimbursed by Client immediately upon invoicing by Certification Body.

14.3 Partial Severability

If one or more provisions of this Certification Agreement become invalid, illegal or unenforceable, that shall not have influence on the remaining provisions, unless the intention of the parties to this Certification Agreement has been significantly distorted in the absence of invalid or legally unenforceable provision.

14.4 Arbitration clause

14.4.1 All disputes arising out of or in connection with this Agreement or any other Agreement between the parties, or their validity, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

14.4.2 The arbitral tribunal shall be comprised of a sole arbitrator.

14.4.3 The seat of the arbitration shall be in Munich, Germany. For economic reasons, both parties agree to online arbitration and will use any online meeting system provided by the arbitrator.

14.4.4 The language of the arbitration shall be German.

14.4.5 The rules of law applicable to the merits shall be German Law.

14.4.6 Provider and Subscriber jointly nominate the following Attorney at Law to act as the arbitrator:

Ulrich Baumann

c/o CORPLEGAL

Prinzregentenstr. 22

80538 Munich (Germany)

Telephone: +49 (0)89 / 23 23 73 6-0

Telefax: +49 (0)89 / 23 23 73 6-91

E-Mail: mail@corplegal.global

14.4.7 The arbitrator can assign the case to another arbitrator without obtaining consent of the parties.

14.4.8 The arbitrator and contact details set out may be updated from time to time. Client hereby agrees that Certification Body may change the arbitrator on its own discretion, if such changes are published on Certification Body's website and will apply to all contractual partners of Certification Body. Certification Body may transfer pending cases from the old to the new arbitrator on its own discretion.

14.5 Execution and digital signature

This Agreement is executed in English. Both parties signed digitally and digital signatures shall be valid under all circumstances.

Date: 02.09.2024

For the Certification Body:

Signature and stamp:

Gevorg Tovmasyan

For the Client:

Signature:
